

First Amended: CDBG-EDIF PROMISSORY NOTE - Fixed Rate

Name and Address of Lender: Clinton Industrial Authority P. O. Box 1177 Clinton, OK 73601-1177	
Borrower's Name and Address: Clinton Public Works Authority P. O. Box 1177 Clinton, OK 73601-1177	Date of Note:
	Maturity Date: August 1, 2028
	Amount of Note: \$400,000
	Interest Rate Per Annum: 0%
Collateral Categories: Building Lease Payments	
Payment Terms: Two Hundred Forty (240) total monthly installments. The first two hundred thirty-nine (239) monthly payments of \$1,666.67 will begin on the first day of September 2008 and on the same day of each month thereafter. The final two hundred fortieth (240 th) payment of \$1,665.87 is due on the first day of August 2028. Any unpaid principal or interest due and payable at maturity.	

For value received, the undersigned Borrower(s) and all other parties hereto, sometimes herein referred to collectively as Borrower, agree to the terms of this Note and promise to pay to order of Lender named herein, its heirs or assigns, the Amount of Note together with interest as set forth above. Payments shall be made by the Borrower for the account of the Lender at the Lender office or to such other party and place as designated by the Lender.

All parties liable for payment hereunder shall be regarded as a principal and each party agrees that any party hereto with approval of holder and without notice to other parties may from time to time renew this note or consent to one or more extensions or deferrals of Maturity Date for any term or terms, and all parties shall be liable in same manner as on original note. All parties liable for payment hereunder waive presentment, notice of dishonor and protest and consent to partial payments, substitutions or release of collateral and to addition or release of any party or guarantor.

This Note has been issued Pursuant to a CDBG-EDIF Loan Agreement by and between the Lender and the Borrower relating to the disbursement of the loan proceeds evidenced by this CDBG-EDIF Note. The CDBG-EDIF Loan Agreement is incorporated herein and made a part hereof by reference. At the option of the holder, a default under the CDBG-EDIF Loan Agreement shall constitute a default under this CDBG-EDIF Note.

Borrowers shall initial each page here: [_____] [_____]

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Collateral, as categorized above and more specifically described in Security Agreements and other securing documentation, is pledged to secure this Note, and all other obligations of Borrower to holder, and all renewals or extensions thereof, and by all other security interests heretofore or hereafter granted to Lender.

Events of Default: At the option of the holder, the unpaid balance of this Note, and all other obligations of Borrower to holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand upon the occurrence or existence of any of the following events or conditions: **(a)** failure to comply with any term, covenant, obligation, warranty, or provision of the CDBG-EDIF Loan Agreement or the procedures, regulations or other requirements which are made a part of that Agreement, or any instrument or document securing or relating to this Note or any other note of Borrower to holder or to others, **(b)** Any payment required by this Note or any other note or obligation of Borrower to holders or to others is not made when due or the occurrence or existence of any event which results in acceleration of the maturity of any obligation of Borrower to holder or to others under any promissory note, agreement, or undertaking **(c)** Any warranty, representation, financial information, or statement made or furnished to Lender by or in behalf of Borrower proves to have been false in any material respect when made or furnished **(d)** the making of any levy against, or garnishment, or seizure or attachment of any collateral **(e)** When, in the judgment of the holder, at the holder's sole discretion, the collateral becomes unsatisfactory or insufficient either in character or value and, upon request, Borrower fails to provide additional collateral as required by holder **(f)** Any time the Lender in its sole discretion believes the prospect of payment of this Note is impaired, regardless if impairment is due to the Borrowers fault or not **(g)** Loss, theft, substantial damage or destruction of collateral, if any **(h)** Death, dissolution, or termination of any Borrower or Guarantor to this Note **(i)** Appointment of a receiver over any part of the property of any Borrower or Guarantor to this Note, the assignment of property by any Borrower or Guarantor to this Note for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against any party liable directly or indirectly hereunder **(j)** failure to acquire, maintain, and continue in force any insurance as required by the CDBG-EDIF Loan Agreement or other document securing or relating to this loan, which may include but not be limited to, life insurance on any Borrower, Guarantor, or management personnel; comprehensive hazard, fire, collision, and/or flood insurance, liability insurance, whether on specific collateral or in general; loss-of-business insurance; or any combination thereof, with the Lender identified as Loss Payee **(k)** use of any of the proceeds from this Note for any use other than as intended by the Lender, regardless of when such misapplication of proceeds was committed or discovered **(l)** Relocation of the principal place of business out of the jurisdiction or area of the unit of government which sponsored the CDBG application to the Oklahoma Department of Commerce, or any abandonment or vacation of premises, whether by declaration, intent, or in fact.

No Waiver of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right. The acceptance of any partial payment by the holder hereof, after the time when it becomes due as herein set forth, shall not be held to establish a custom, or waive any rights of the holder to enforce prompt payment of this Note.

Borrowers shall initial each page here: [_____] [_____]

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Default Rate of Interest: If any installment of principal or interest on this Note or any part of any such installment be not paid when due, or should any Event of Default occur, the Note, at the sole discretion of the Lender, shall bear interest at six percent (6%) per annum above the per annum rate set forth above, but in no event at a rate greater than permitted by law.

Late Charges: At the option of the holder hereof, the holder may collect a late charge not to exceed an amount equal to four cents (.04) on each dollar of each payment which is not paid within ten (10) days from the due date thereof, for the purpose of covering the extra expenses of handling delinquent installments. This late charge provision shall not be applicable in the event the holder, at its option, elects to receive interest at the increased rate as previously provided in the event of default.

Collection Costs shall be payable by any or all parties liable for payment hereunder, including attorney's fees up to the maximum allowable by law, and any and all other costs incurred by the holder of this Note to enforce collection of the amount owed under this Note.

This instrument shall be governed as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Oklahoma. Any clause, document, or portions thereof found to be invalid or unenforceable under Oklahoma law shall not affect any other clause, document, or portion thereof that would otherwise be enforceable.

Prepayment: Subject to the provisions of the CDBG-EDIF Loan Agreement, the right is reserved to prepay this Note, in whole or in part, without penalty or additional interest, provided that the prepayment is made on a regularly scheduled principal and interest installment payment date. Any full or partial prepayment shall apply to (i) costs of expenses of the holder in effecting the prepayment, (ii) interest to accrue to the prepayment date thereof and not previously paid, and (iii) the principal amount of this Note.

Due on Sale: In the event the Borrower, without prior written consent of the holder, shall sell, convey, mortgage or otherwise encumber the Borrowers legal or equitable interest in the assets pledged as collateral on this Note, or any assets of the company whether tangible or intangible which are necessary to the continued operation of the business, or sell, convey, mortgage or otherwise encumber the Borrowers interest in the company with the intent of changing ownership the holder of this Note shall be entitled, at its option, to declare all sums owing by the Borrower on this obligation or any other obligation of the Borrower to the holder immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance, mortgage or other encumbrance, regardless of whether or not the holder has consented to or waived its rights hereunder, whether by action or inaction, in connection with any previous sale, transfer, conveyance, mortgage or other encumbrance.

Notice: Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given on the date such notice is enclosed in an envelope, properly stamped, sealed and deposited in the United States mail, certified, return receipt requested or registered, at the addresses set forth in the CDBG-EDIF Loan Agreement.

Borrowers shall initial each page here: [_____] [_____]

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Payments and Advances: The records of the holder shall be prima facie evidence of the amount owing on this Note.

Right of Offset: Any indebtedness due from holder hereof to Borrower or any part hereto including but without limitation to any deposits or credit balances due from holder is pledged to secure payment on this Note and any other obligation to holder of Borrower, and holder may at any time while the whole or any part of such obligation remains unpaid either before or after Maturity hereof, be appropriated, held, or applied toward the payment of this Note or any other obligation to holder of Borrower or any party hereto.

The following must be notarized:

Borrowers Signatures	
For: Clinton Public Works Authority	Attested By:
By: _____	By: _____
(Signature)	(Signature)
Title: _____	Title: _____
Date: _____	Date: _____

(Affix Corporate Seal Here)

The foregoing instrument was acknowledged before me as of this ____ day of _____, 20____, by _____, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act.

Notary Public

Commission No. _____

My Commission expires: _____

(Affix Seal Here)

Borrowers shall initial each page here: [_____] [_____]

First Amended: CDBG-EDIF LOAN AGREEMENT Date of Agreement:

Borrower Name and Address: Clinton Public Works Authority P. O. Box 1177 Clinton, OK 73601-1177	Lender Name and Address: Clinton Industrial Authority P. O. Box 1177 Clinton, OK 73601-1177
State of Incorporation: Oklahoma	

The undersigned Borrower, with principal office, place of record-keeping and mailing address as shown above, hereby applies to the Lender for the following described loan and/or extension of credit, for the specific purpose of completing a certain Community Development Block Grant Project hereinafter referred to as Project:

Loan of \$400,000 for the rehabilitation of the roof on a publicly owned building to support the expansion of Freightliner Specialty Vehicles, Inc.

In consideration of Lender making such loan and/or credit extensions, or any part thereof, the Borrower agrees with the Lender as follows:

I. Representations and Warranties: The Borrower represents and warrants to Lender that:

1. Borrower is duly organized, existing and in good standing under the laws of the state indicated above:
2. The borrowing hereunder and the execution, delivery and performance by Borrower of this Agreement, any promissory note payable to holder or its order, or any other agreements contemplated in connection herewith have been duly authorized by all necessary action of Borrower and are not in contravention of any law, rule or regulation or of the terms of the Borrower's Articles of Incorporation (or Partnership) or Bylaws, or of any agreement or instrument to which Borrower is a party or by which Borrower may be bound:
3. All balance sheets, income statements, or other financial information and other representations which may have been or may be hereafter furnished to Lender fairly represent the financial condition of Borrower as of the date and for the period shown, have been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of previous such statements and include all of the Borrower's contingent liabilities; all other reports, information, papers, documents, and data furnished to Lender are or shall be at the time furnished accurate and correct in all material respects and complete insofar as completeness may be necessary to provide Lender a true and accurate knowledge of the subject matter; there has been no material change in the financial condition of the Borrower since the effective date of the last furnished financial information which has not been reported to the Lender in writing;

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4. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, or any of its officers, or the Guarantors which, if adversely determined, would materially adversely affect the Borrower, the Guarantors, or the Project, or materially impair the ability of the Borrower or the Guarantors to carry on their businesses substantially as now conducted.

5. None of Borrower's assets is subject to any lien, security interest, or other encumbrance except as has been disclosed in writing to Lender;

6. Proceeds of loans and extensions of credit arising hereunder will be used only for the purposes shown below:

Proceeds of the loan will be used for the rehabilitation of the roof on a publicly owned building

7. The Borrower shall not use, or permit the Guarantors, any partner of the Borrower, any related person, association or entity to use, any funds advanced to the Borrower under this Agreement to (i) defray living expenses, (ii) anticipate profit, (iii) defray any other item not directly connected with the completion costs of the Project, including but not limited to the acquisition of automobiles for the personal use of principals of the Borrower or employees, country club or social organization fees and dues not required to fulfill the project regardless of claims to marketing benefit derived thereof: (iv) salaries or any form of remuneration to individuals not actively engaged in the conduct of the business as the source of their livelihood, with time expended in the business to be commensurate with the salary or remuneration;

8. The Borrower has good and marketable fee simple title to all assets pledged as collateral, free from all liens and encumbrances, except those items of record which have been approved in writing by the Lender.

9. All utility services necessary for the development, maintenance and use of the Project are available at the boundaries of the Property.

10. All "Other Sources" of financing as disclosed in the Community Development Block Grant application have shall be or have been received prior to the expenditure of any of the proceeds of the CDBG-EDIF Note.

II. Conditions Precedent to Loan: At or prior to the initial advance of a loan or extension of credit, the Borrower shall deliver or caused to be delivered to the Lender the following items, to be in form and substance satisfactory to the Lender at the Lender's sole discretion;

1. Closing Documents: This Agreement, the CDBG-EDIF Promissory Note and any and all security, collateral, and other documentation required of Borrower by Lender;

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2. Insurance: The Borrower will deposit and maintain with the Lender throughout the term of the loan, certificates of insurance, premiums prepaid or confirmations of renewal to be provided at renewal, with insurance companies satisfactory to the Lender, in such amounts and against such risks as shall be reasonably required by the Lender, including.

All insurance policies required in this Section or otherwise required by Lender shall name the Lender and parties designated by the Lender as loss payees, as their respective interests may appear. All insurance shall be maintained in force until the CDBG-EDIF- note and all other obligations thereunder are paid in full.

3. Miscellaneous Conditions: Such other opinions, certifications, and evidentiary materials as may be required for purposes of compliance with the Community Development Block Grant Agreement, or as may be required to satisfy Release of Funds requirements as established by the Oklahoma Department of Commerce, and which may change from time to time.

III. Affirmative Agreements: Until payment in full of the CDBG-EDIF Note and performance of all obligations owing to the Lender under this Agreement and the instruments executed pursuant hereto, unless the Lender shall otherwise consent in writing, the Borrower covenants and agree as follows:

1. The Borrower shall maintain adequate records, in accordance with generally accepted accounting practices, of all transactions so that at any time and from time to time the true and complete financial condition of the Borrower may be readily determined. The Borrower shall make available at the Lender's request such records for Lender's inspection, furnish promptly to Lender and in such form as Lender may request any additional financial or other information concerning the assets, liabilities, operations and transactions of Borrower, and permit Lender to make and obtain copies of any such records or information.

2. The Borrower shall inform Lender promptly of any litigation, or of any claim or controversy which might become the subject of litigation, against Borrower or affecting any of Borrower's property, if such litigation or potential litigation, in the event of an unfavorable outcome, would have a material adverse effect on Borrower's financial condition or might cause a Default.

3. The Borrower shall permit representatives of the Lender to visit and inspect any of the properties of Borrower from time to time as the Lender may request or require and without prior notice or appointment.

4. The Borrower shall pay promptly when due any and all taxes, assessments, and governmental charges upon Borrower or against any of Borrower's property, unless and to the extent the same is being contested in good faith by appropriate proceedings and reserves deemed adequate by Lender have been established therefor.

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5. The Borrower shall pay promptly all lawful claims for labor, materials, or otherwise, which might or could, if unpaid, become a lien or charge on any property or assets of Borrower, unless and to the extent only that the same are being contested in good faith by appropriate proceedings and reserves deemed adequate by Lender have been established therefor.

6. The Borrower will promptly and punctually perform all of its obligations hereunder and under all other instruments executed or delivered pursuant hereto, and under the terms of any other contract or agreement entered into by the Borrower in connection with the Project; provided that the Borrower shall have the right to contest in good faith any bona fide dispute under the terms of a contract or agreement entered into by the Borrower, and reserves deemed adequate by Lender have been established therefor.

7. The Borrower shall maintain existence and promptly and properly comply with all laws, statutes, ordinances and governmental regulations applicable to it or to any of its property, business operations, and transactions.

8. The Borrower shall maintain all of its' tangible property in good condition and repair, and make all necessary replacements thereof and operate the same properly and efficiently.

9. Throughout the term of this Agreement the Borrower will pay for the following items:

(a) While the Lender's CDBG-EDIF Note remains outstanding Borrower will annually pay directly to Lender immediately upon receipt of a bill therefor, Borrower's proportionate share of the annual audit costs of the Lender.

(b) Borrower agrees to pay Lender's annual administrative fee in the amount of 1/10 of 1% of the loan amount, payable at delivery of the CDBG-EDIF Note and on or before each anniversary date of delivery of the CDBG-EDIF Note, for so long as the CDBG-EDIF Note remains outstanding.

10. The Borrower covenants that it will not take or omit to take any action which action or omission will cause the proceeds of the CDBG-EDIF Note to be applied other than to the payment of the costs of the Project and the costs and expenses related to the issuance of the CDBG-EDIF Note in the manner provided in the proposed Project budget upon which the CDBG-EDIF approval was based. There shall be no variation from the amounts, categories, or individual line item expenditures as set forth in the approved Project budget.

IV. Negative Agreements: Unless the prior written consent of Lender and the Oklahoma Department of Commerce has been obtained, the Borrower agrees:

1. The Borrower shall not sell, transfer, convey, hypothecate, or mortgage, or otherwise encumber the Borrower's legal or equitable interest in any portion of the assets pledged as collateral on its' obligation under the promissory note, nor any other assets of the Borrower,

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tangible or intangible, which are necessary to the continued operation of the business (except in the regular course of business), nor to transfer or convey any ownership interest or control of the Borrower, or the holder of the obligation of the Borrower to the Lender shall be entitled, at the Lender's option, to declare all sums owing by the Borrower on this obligation or any obligation of the Borrower to the holder immediately due and payable. Further, the Borrower shall not undertake secondary financing on the Project.

2. The Borrower shall not extend new, nor fund existing, loans, accounts receivable, or drawing accounts to officers or employees, or to any officer or employee of an affiliate or subsidiary, or declare or pay any dividends on any of its outstanding stock nor the stock of any subsidiary or affiliate, except as set forth herein, for the entire term of the Borrower' obligation under the terms of this agreement:

3. The Borrower shall not pay or contract to pay in any year in the aggregate any salaries, commissions, bonuses, or other compensation, either current or to be deferred, in excess of the amounts which were paid at the end of the last fiscal year as disclosed to Lender and the Oklahoma Department of Commerce, unless specifically excluded from this prohibition as follows:

4. The Borrower shall not endorse, guarantee, or otherwise become surety for or contingently liable upon the obligations of any person, firm, or corporation, provided, however, that the foregoing shall not apply to endorsements of negotiable instruments by Borrower in the ordinary course of business.

5. The Borrower shall not purchase or redeem any of its stock or purchase or redeem any stock held by others of any subsidiary or affiliate.

6. The Borrower shall not make any loans or advances or sell any of its accounts receivable with or without recourse, except as set forth herein:

7. The Borrower shall not reorganize, merge, or consolidate with, or acquire all or substantially all of the assets of any other company, firm, or association, or make any other substantial changes in the capitalization of Borrower or the general character of its business.

8. The Borrower shall not own, purchase, or acquire directly or indirectly any stock or securities of any other person, firm or corporation, other than securities guaranteed as to principal and interest by the United States Government.

9. The Borrower shall not sell any of its assets with the understanding or agreement that such assets will be leased back to Borrower.

V. Events of Default: The Borrower shall be in default under this agreement upon the happening of any one of the following events or conditions, herein called "Default:

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1. Borrower fails to make any payment when required by any note or obligation of the Borrower to Lender or to others is not made when due or in accordance with the terms of the applicable contract.
2. Borrower defaults in the performance of any covenant, obligation, warranty, or provision contained in this or any agreement to which Borrower is a party or in any note, obligation, contract, or undertaking of the Borrower to or with Lender or others.
3. Any representation, statement, certificate, schedule, financial statement, or report made or furnished to the Lender by or in behalf of Borrower or the Guarantors is found to be false or erroneous in any material respect when made or furnished, regardless of when false act was committed or discovered.
4. The making of any levy against or seizure, garnishment, or attachment of any property of Borrower.
5. Failure by Borrower to pay any indebtedness at maturity, or the occurrence of any event which results in the acceleration of the maturity of any obligation of Borrower to Lender or to others under any promissory note, agreement, or undertaking.
6. Death, dissolution, or termination of existence of Borrower or Guarantor.
7. The initiation, whether voluntary or involuntary on the part of the Borrower, of any bankruptcy, reorganization, liquidation or receivership proceedings by or against the Borrower or any guarantor or surety of the Borrower.
8. The issuance of any final order, decree or judgment pursuant to any judicial or administrative proceeding declaring that the Project, or the operation or use thereof, is in violation of any law, ordinance, rule or regulation of any agency, department, commission, board, bureau or instrumentality of the Grantee, State of Oklahoma, or United States; provided that the Borrower shall have the right to diligently pursue in good faith any bona fide appeal which is available from any such order, decree or judgment, and thereafter the company is granted ninety (90) days from the issuance of any official order, decree or judgment, to comply therewith.
9. Relocation of the principal place of business out of the jurisdiction or area of the unit of government which sponsored the CDBG-EDIF application to the Oklahoma Department of Commerce, or any abandonment or vacation of premises, whether by declaration, intent, or in fact.

Upon the occurrence or the existence of a Default, Lender may, at its option and without notice or demand to Borrower and without demand or presentment which are hereby waived,

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immediately declare due and payable all liabilities and obligations of Borrower to Lender, cease extending credit to Borrower, and exercise any and all rights and remedies possessed by Lender.

VI. Prepayment of CDBG-EDIF Note:

1. Lender hereby grants Borrower the option, exercisable at any time as permitted under the Mortgage, to prepay all or any portion of the CDBG-EDIF Note, without penalty. Unless specifically modified under the terms of the note, payments received shall be applied to accrued interest first, then to principal.

2. No payments received by Borrower shall be construed, nor allowed, as pre-payment of monthly payments beyond the current month plus, at maximum, one month in advance. The Borrower must notify the Lender of the intended disposition of any amounts paid in excess of the regularly scheduled payment. In the absence of such notice, the amount in excess of accrued interest and the regularly scheduled principal portion shall be applied as a principal reduction. No prepayment of monthly payments in excess of the current month plus one month shall be permitted, unless by prior written consent of the Lender and the Oklahoma Department of Commerce.

3. Mandatory Payment of Note Upon Condemnation, Damage, Destruction or Sale of Assets. Borrower shall prepay the CDBG-EDIF Note in full prior to the expiration of this CDBG-EDIF Loan Agreement if (1) all or substantially all of the Project is condemned (or sold in lieu thereof) or damaged or destroyed and Borrower does not elect, as evidenced by a certificate delivered to ODOC and the Lender within 120 days after the occurrence of such event, to rebuild or restore the Project, or (2) all or substantially all of the assets of the Borrower are sold or disposed of in any manner. Upon the occurrence of any of the above, the Borrower shall prepay the CDBG-EDIF Note in full upon a date specified by Lender or ODOC. Upon Lender's or ODOC's receipt of such mandatory prepayment, this CDBG-EDIF Loan Agreement shall be terminated.

VII. Lender's Obligation Limited: Nothing in this Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Lender to make any payment or advance from any of its funds or property, other than the funds derived from the issuance of the CDBG-EDIF Note proceeds for the purposes given.

VIII. General Provisions: Borrower agrees to the following:

1. No modification, consent, or waiver of any provision of this Agreement, nor consent by Lender to any departure by Borrower therefrom, shall be effective unless the same shall be in writing and signed by an officer of Lender and the Oklahoma Department of Commerce, and then shall be effective only in the specific instance and for the purpose for which given.

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2. No act, delay, or omission, including Lender's waiver of remedy because of any default hereunder, shall constitute a waiver of any of Lender's rights and remedies under this Agreement or any other agreement between the parties. All rights and remedies of Lender are cumulative and may be exercised singly or concurrently, and the exercise of any one or more remedies will not be waiver of any other. No waiver, change, modification, or discharge of any of Lender's rights or of Borrower's duties as so specified or allowed will be effective unless in writing and signed by a duly authorized officer of Lender and the Oklahoma Department of Commerce, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent default. In the event the Lender or the Oklahoma Department of Commerce shall elect to selectively and successively enforce its rights under any of the covenants, terms, or conditions of this Agreement or any other agreement or document, such action shall not be deemed a waiver or discharge of any other covenants, terms, or condition lien, encumbrance or security instrument securing payment of the CDBG-EDIF Note, and all costs and other expenses due to the Lender. The foreclosure of any lien provided pursuant to this Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Lender might obtain as a result of such selective and successive foreclosure.

3. This Agreement shall inure to the benefit of the successors and assigns of Lender and shall be binding on the heirs, executors, administrators, successors, and assigns of Borrower.

4. Lender at any time and at its option may pledge, transfer, or assign its rights under this agreement in whole or in part, and any pledgee, transferee, or assignee shall have the rights of Lender as to the rights or parts thereof so pledged, transferred, or assigned, provided, however, that Borrower shall not assign any of its rights hereunder except with the written consent of the Lender and the Oklahoma Department of Commerce.

5. If more than one Borrower executes this agreement, their responsibilities hereunder shall be joint and several and the reference to Borrower herein shall be deemed to refer to each Borrower.

6. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

7. Any property, tangible or intangible, of Borrower in possession of Lender at any time, or any indebtedness due from Lender to Borrower, and any deposit or credit balances due from Lender to Borrower, or any of the foregoing of any party hereto, is pledged to secure the undertakings of Borrower hereunder and may at any time while Borrower is indebted to Lender be appropriated, held, or applied toward the payment of any obligation of Borrower to Lender.

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8. Lender, or the Oklahoma Department of Commerce shall have the right, but not the obligation, at the Borrower's expense, to commence, to appear in or to defend any action or proceeding purporting to affect the rights or duties of the parties hereunder and in connection therewith pay out of the funds of the loan all necessary expenses, including fees of counsel, if the Borrower fails to so commence, appear in or defend any such action or proceeding with counsel satisfactory to the Lender, except in a suit by the Borrower against the Lender, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

9. The Borrower agrees to pay all fees, expenses and charges in respect to the loan contemplated by this Agreement, including, without limiting the generality thereof, the following:

- a) Lender's administration fees and audit fees in accordance with the Lender's schedule of fees and the Borrowers proportionate share of annual audit fees;
- b) Reasonable fees and charges of the Lender for any extraordinary services performed and expenses incurred by them in connection with the administration of this loan;
- c) Reasonable fees and expenses of counsel and bond counsel employed by the Lender, in connection with the documentation and closing of this loan and any litigation arising out of or relating to this transaction and the issuance of the CDBG-EDIF Note;
- d) Title insurance premiums and all expenses incident to title insurance;
- e) Survey costs;
- f) Recording and filing fees (excepting only Oklahoma mortgage tax);
- g) Fees and expenses of any architect, engineer or agent employed by the Lender to inspect the Project or submit reports to the Lender concerning the Project; and
- h) Other reasonable fees and expenses involved in the closing of this loan and the reasonable fees and expenses payable by the Lender which are incident to the enforcement or defense of this Agreement or any instrument executed pursuant hereto.

10. Nothing in this Agreement shall be construed to constitute the Lender as a joint venture with the Borrower or the Guarantors or to constitute a partnership among the parties.

IX. Termination: This agreement shall terminate, except as otherwise provided herein, on the following date:

August 1, 2028

Borrower shall initial each page here [] []

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Any obligation of Lender to extend credit or renew outstanding obligations of Borrower shall terminate on the termination date indicated above. However, such termination date shall not have application to Borrower in the event that any obligation of Borrower to Lender is unpaid, in which event all of the provisions of this Agreement shall remain in full force and effect as they relate to Borrower until such obligation and all other liabilities of Borrower to Lender have been paid in full.

SIGNATURES	
Accepted:	Borrower:
Clinton Industrial Authority	Clinton Public Works Authority
Name of Lender	Name of Borrower
	Officer _____
	Title _____
	Date: _____
Officer _____	Officer: _____
Title _____	Title _____
Date: _____	Date: _____

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