

RECORDING REQUESTED BY:
Norton Rose Fulbright US LLP

AND WHEN RECORDED MAIL TO:

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019
Attn: Jarret S. Stephens, Esq.

Re: BOY SCOUTS OF AMERICA, a non-profit corporation chartered by an Act of the United States Congress on June 15, 1916

Location: 17 Deer Run Road

Municipality: Cimarron

County: Colfax

State: New Mexico

RECORDER'S MEMORANDUM

At the time of recordation, this instrument or portion thereof appeared to be inadequate for reproduction.

Space above this line for recorder's use only

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING**

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of March 21, 2019 (as it may be amended, supplemented or otherwise modified from time to time, this "**Mortgage**"), by and from **BOY SCOUTS OF AMERICA**, a non-profit corporation chartered by an Act of the United States Congress on June 15, 1916, with an address at 1325 W. Walnut Hill Lane, Irving, Texas 75038 (sometimes hereinafter referred to as "**Mortgagor**" and sometimes hereinafter referred to as "**Borrower**") to **JPMORGAN CHASE BANK, N.A.**, with an address at 2200 Ross Avenue, 8th Floor, Dallas, Texas 75201 (together with its successors and assigns, "**Mortgagee**").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 21, 2019 (as it may be amended, amended and restated, restated, replaced, supplemented or otherwise modified, the "**2019 Credit Agreement**"), entered into between Borrower, and Mortgagee, pursuant to which Mortgagee, as lender, agreed to extend loans in the aggregate principal amount of up to \$71,500,000 under a revolving line of credit (collectively, the "**2019 Loans**") to Borrower;

WHEREAS, reference is made to that certain Credit Agreement, dated as of August 11, 2010 (as it may be amended, amended and restated, restated, replaced, supplemented or otherwise modified, the "Original Credit Agreement"), entered into between Borrower and Mortgagee, pursuant to which Mortgagee, as lender, agreed to extend loans in the aggregate principal amount of up to \$75,000,000 under a revolving line of credit and a term loan in the aggregate principal amount of \$25,000,000 (collectively, the "2010 Loans") to Borrower;

WHEREAS, reference is made to that certain Bond Purchase and Loan Agreement, dated as of November 5, 2010 (as it may be amended, amended and restated, restated, replaced, supplemented or otherwise modified, the "2010 Bond Agreement") among (i) the County Commission of Fayette County (West Virginia), acting for and on behalf of Fayette County, West Virginia, a political subdivision of the State of West Virginia (the "Issuer"), (ii) Mortgagee, as lender and purchaser of the Bonds (as defined in the 2010 Bond Agreement), (iii) Mortgagor, as borrower, and (iv) Arrow WV, Inc., a West Virginia nonprofit corporation ("Arrow"), pursuant to which Issuer issued and sold to Mortgagee the Commercial Development Revenue Bond (Arrow WV Project), Series 2010A, in the principal amount of \$50,000,000 (the "2010A Bond") and the Commercial Development Revenue Bond (Arrow WV Project), Series 2010B, in the principal amount of \$50,000,000 (the "2010B Bond") and the proceeds of the sale of the 2010A Bond and 2010B Bond, together with other available funds, were loaned by the Issuer to Mortgagor, as borrower (the "2010 Bond Loan");

WHEREAS, reference is made to that certain Bond Purchase and Loan Agreement, dated as of March 9, 2012 (as it may be amended, amended and restated, restated, replaced, supplemented or otherwise modified, the "2012 Bond Agreement") among (i) Issuer, (ii) Mortgagee, as lender and purchaser of the Bonds (as defined in the 2012 Bond Agreement), (iii) Mortgagor, as borrower, and (iv) Arrow, pursuant to which Issuer issued and sold to Mortgagee the Commercial Development Revenue Bond (Arrow WV Project), Series 2012, in the principal amount of \$175,000 (the "2012 Bond") and the proceeds of the sale of the 2012 Bond, together with other available funds, were loaned by the Issuer to Mortgagor, as borrower (the "2012 Bond Loan");

WHEREAS, Mortgagor is a direct or indirect beneficiary of the 2019 Loans, the 2010 Loans, the 2010 Bond Loan and the 2012 Bond Loan, collectively hereinafter sometimes called the "Loans" and other accommodations of Lenders as set forth in the 2019 Credit Agreement, the Original Credit Agreement, the 2010 Bond Agreement and the 2012 Bond Agreement, collectively hereinafter sometimes called the "Credit Agreement" and may receive advances therefrom, whether or not Mortgagor is a party to the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Mortgagee and Mortgagor agree as follows:

SECTION 1. DEFINITIONS

1.1 Definitions. Capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the 2019 Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Mortgaged Property" means (i) all of Mortgagor's right, title and interest in and to the real property described in Exhibit A, together with any greater or additional estate therein as hereafter may be acquired by Mortgagor (the **"Land"**); (ii) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land subject to the Permitted Encumbrances, (the **"Improvements"**; the Land and Improvements are collectively referred to as the **"Premises"**); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **"Fixtures"**); (iv) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the **"Personalty"**); (v) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property (the **"Deposit Accounts"**); (vi) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits subject to depositors rights and requirements of law (the **"Leases"**); (vii) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the **"Rents"**), (viii) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the **"Property Agreements"**); (ix) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (x) all property tax refunds payable to Mortgagor (the **"Tax Refunds"**); (xi) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the **"Proceeds"**); (xii) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the **"Insurance"**); and (xiii) all of Mortgagor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the **"Condemnation Awards"**). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Obligations" means all of the agreements, covenants, conditions, warranties, representations and other obligations of Borrower (including, without limitation, the obligation to repay all indebtedness) under the Credit Agreement and any other Loan Documents.

"UCC" means the Uniform Commercial Code of Texas or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Texas, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

1.2 Interpretation. References to "Sections" shall be to Sections of this Mortgage unless otherwise specifically provided. Section headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect. The rules of construction set forth in the Credit Agreement shall be applicable to this Mortgage mutatis mutandis. If any conflict or inconsistency exists between this Mortgage and the 2019 Credit Agreement, the 2019 Credit Agreement shall govern.

SECTION 2. GRANT

To secure the full and timely payment and performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS WITH POWER OF SALE (if available under State law), to Mortgagee the Mortgaged Property, subject, however, to the Permitted Encumbrances, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee for so long as any of the Obligations remain outstanding, upon the trust, terms and conditions contained herein.

SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

3.1 Due Execution, Delivery and Enforceability. Mortgagor represents and warrants to Mortgagee that this Mortgage has been duly executed and delivered by Mortgagor and constitutes a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms.

3.2 Title. Mortgagor represents and warrants to Mortgagee that except for the Permitted Encumbrances, (a) Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, and (b) this Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

3.3 First Lien Status . Mortgagor shall preserve and protect the first priority lien and security interest status of this Mortgage and the other Loan Documents to the extent related to the Mortgaged Property. If any lien or security interest other than a Permitted Encumbrance is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released.

3.4 Payment and Performance. Mortgagor shall pay the Obligations when due under the Loan Documents and perform the Obligations in full when they are required to be performed as required under the Loan Documents.

3.5 Replacement of Fixtures and Personalty. Except as otherwise permitted in the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, permit

any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be permitted under the Credit Agreement or first approved in writing by Mortgagee.

3.6 Inspection. Mortgagor shall permit Mortgagee, and Mortgagee's agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee may reasonably require; provided, such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

3.7 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee. In addition, all of the covenants of Mortgagor in any Loan Document party thereto are incorporated herein by reference and, together with covenants in this Section, shall be covenants running with the land.

3.8 Change in Tax Law. Upon the enactment of or change in (including, without limitation, a change in interpretation of) any applicable law (i) deducting or allowing Mortgagor to deduct from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting Mortgagee or any of the Lenders to any tax or changing the basis of taxation of mortgages, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Mortgage, the Obligations of Mortgagee, and the result is to increase the taxes imposed upon or the cost to Mortgagee of maintaining the Obligations, or to reduce the amount of any payments receivable hereunder, then, and in any such event, Mortgagor shall, on demand, pay to Mortgagee and the Lenders additional amounts to compensate for such increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Mortgagee, or would constitute usury or render the Obligations wholly or partially usurious under applicable law, then Mortgagor shall pay or reimburse Mortgagee or the Lenders for payment of the lawful and non-usurious portion thereof.

3.9 Mortgage Tax. Mortgagor shall (i) pay when due any tax imposed upon it or upon Mortgagee or any Lender pursuant to the tax law of the state in which the Mortgaged Property is located in connection with the execution, delivery and recordation of this Mortgage and any of the other Loan Documents, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

3.10 Reduction Of Secured Amount. In the event that the amount secured by the Mortgage is less than the Obligations, then the amount secured shall be reduced only by the last and final sums that Borrower repays with respect to the Obligations and shall not be reduced by any intervening repayments of the Obligations. So long as the balance of the Obligations exceeds the amount secured, any payments of the Obligations shall not be deemed to be applied against, or to reduce, the portion of the Obligations secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Obligations as are secured by other collateral located outside of the state in which the Mortgaged Property is located or as are unsecured.

3.11 Prohibited Transfers. Except as expressly permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, sell, lease or convey all or any part of the Mortgaged Property.

3.12 Zoning. Mortgagor shall not do or permit any of the following without the prior written consent of Mortgagee: (i) initiate or support any limiting change in the permitted uses of the Mortgaged Property (or, to the extent applicable, zoning reclassification of the Mortgaged Property) or any portion thereof; (ii) seek any variance under existing land use restrictions, laws, rules or regulations (or, to the extent applicable, zoning ordinances) applicable to the Mortgaged Property; (iii) use or permit the use of the Mortgaged Property in a manner that would result in the use of the Mortgaged Property becoming a nonconforming use under applicable land use restrictions or zoning ordinances or that would violate the terms of any laws, regulations or orders of any Governmental Authority applicable to the Mortgaged Property or any agreements or other instruments binding upon the Mortgaged Property (and if under applicable zoning ordinances the use of all or any portion of the Mortgaged Property is a nonconforming use, Mortgagor shall not cause or permit such nonconforming use to be discontinued or abandoned); or (iv) impose or consent to the imposition of any restrictive covenants, easements or encumbrances upon the Mortgaged Property, not already in effect, in any manner that is reasonably likely to have a Material Adverse Effect.

3.13 Repairs; Maintenance and Compliance. Mortgagor shall cause the Mortgaged Property to be maintained in a good and safe condition and repair and, except as otherwise expressly provided in this Mortgage or the Credit Agreement, shall not remove, demolish or alter the Improvements or Fixtures to the extent that such removal, demolition, or alteration would materially adversely affect the value thereof. Mortgagor shall promptly comply with all laws, regulations and ordinances applicable to the Mortgaged Property and promptly cure any violation of any such laws, regulations or ordinances. Subject to the terms of this Mortgage, Mortgagor shall promptly repair, replace or rebuild any part of the Mortgaged Property that becomes damaged, worn or dilapidated and shall complete and pay for any Improvements at any time in the process of construction or repair.

3.14 Alterations. Mortgagor may, without Mortgagee's consent, perform alterations to the Improvements which (i) do not constitute a Material Alteration (as hereinafter defined), (ii) do not adversely affect Mortgagor's financial condition or the value or net operating income of the Mortgaged Property and (iii) are in the ordinary course of Mortgagor's business. As used herein, the term "**Material Alteration**" shall mean (a) any individual alteration affecting (1) structural elements of the Mortgaged Property exceeding \$100,000, (2) any roof of the

Mortgaged Property where the repairs will exceed \$100,000 or (3) any building system of the Mortgaged Property where the repairs will exceed \$100,000, or (b) any non-structural alteration the cost of which exceeds \$100,000; provided, however, that in no event shall any of the following constitute a Material Alteration: (I) any tenant improvement work performed pursuant to any Lease existing on the date hereof or entered into hereafter in accordance with the provisions of the Credit Agreement, or (II) alterations performed as part of a Restoration (as hereinafter defined). Mortgagor shall not perform any Material Alteration without Mortgagee's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that Mortgagee may, in its sole and absolute discretion, withhold consent to any alteration the cost of which is reasonably estimated to exceed \$100,000. Mortgagee may, as a condition to giving its consent to a Material Alteration, require that Mortgagor deliver to Mortgagee security for payment of the cost of such Material Alteration in an amount equal to one hundred twenty-five percent (125%) of the cost of the Material Alteration as estimated by Mortgagee. Upon substantial completion of the Material Alteration, Mortgagor shall provide evidence reasonably satisfactory to Mortgagee that: (A) the Material Alteration was constructed in a good and workmanlike manner and in accordance with applicable laws, regulations and ordinances and substantially in accordance with plans and specifications approved by Mortgagee (which approval shall not be unreasonably withheld or delayed), (B) all contractors, subcontractors, materialmen and professionals who provided work, materials or services in connection with the Material Alteration have been paid in full and have delivered unconditional releases of lien and (C) all material licenses, permits and approvals necessary for the use, operation and occupancy of the Material Alteration (other than those which depend on the performance of tenant improvement work) have been issued. Mortgagor shall, upon demand, reimburse (or cause to be reimbursed to) Mortgagee for all actual out-of-pocket costs and expenses (including the reasonable fees of any architect, engineer or other professionals engaged by Mortgagee) incurred by Mortgagee in reviewing plans and specifications or in making any determinations necessary to implement the provisions of this Section.

3.15 Casualty. If the Mortgaged Property is damaged or destroyed, in whole or in part, by fire or other casualty (a "Casualty"), Mortgagor shall give prompt notice thereof to Mortgagee. Following the occurrence of a Casualty, Mortgagor, to the extent insurance proceeds are available, shall promptly proceed to restore, repair, replace or rebuild the Mortgaged Property in accordance with applicable laws, regulations and ordinances to be of at least equal value and of substantially the same character as immediately prior to such damage or destruction. If a Casualty covered by any of Mortgagor's insurance policies (an "Insured Casualty") occurs where the loss does not exceed \$1,000,000, and provided no Default or Event of Default has occurred and is continuing, then Mortgagor may settle and adjust any claim without the prior consent of Mortgagee; provided such adjustment is carried out in a competent and timely manner, and Mortgagor is hereby authorized to collect and receipt for the insurance proceeds (the "Insurance Proceeds"). In the event of an Insured Casualty where the loss equals or exceeds \$1,000,000 (a "Significant Casualty"), Mortgagor may not settle or adjust any claim without the consent of Mortgagee, which consent shall not be unreasonably withheld. All Insurance Proceeds shall be due and payable solely to Mortgagee and held by Mortgagee in an account in the name of Mortgagor and pledged to Mortgagee (the "Casualty/Condemnation Account") and be disbursed in accordance herewith. If Mortgagor or any party other than Mortgagee is a payee on any check representing Proceeds with respect to a Significant Casualty, Mortgagor shall immediately endorse, and cause all such third parties to endorse, such check

payable to the order of Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to endorse such check payable to the order of Mortgagee. The expenses actually incurred by Mortgagee in the settlement, adjustment and collection of the Proceeds shall become part of the Obligations and shall be reimbursed by Mortgagor to Mortgagee upon demand.

3.16 Condemnation. Mortgagor shall promptly give Mortgagee notice of the actual or threatened commencement of any condemnation or eminent domain proceeding affecting the Mortgaged Property (a "Condemnation") and shall deliver to Mortgagee copies of any and all papers served in connection with such Condemnation. Following the occurrence of a Condemnation, Mortgagor, to the extent that an Award is available, shall promptly proceed to restore, repair, replace or rebuild the Mortgaged Property in accordance with applicable laws, regulations and ordinances to the extent practicable to be of at least equal value and of substantially the same character (and to have the same utility) as prior to such Condemnation. Provided an Event of Default has occurred, Mortgagee is hereby irrevocably appointed as Mortgagor's attorney-in-fact, coupled with an interest, with exclusive power to collect, receive and retain any award or payment in respect of a Condemnation (an "Award") and to make any compromise, adjustment or settlement in connection with such Condemnation. Notwithstanding any Condemnation (or any transfer made in lieu of or in anticipation of such Condemnation), Borrower shall be required to continue to pay the Obligations at the time and in the manner provided for in the Credit Agreement and the other Loan Documents, and the Obligations shall not be reduced unless and until any Award shall have been actually received and applied by Mortgagee to expenses of collecting the Award and to discharge of the Obligations. Mortgagee shall not be limited to the interest paid on the Award by the condemning authority but shall be entitled to receive out of the Award interest at the rate or rates provided in the Credit Agreement. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such Award, Mortgagee shall have the right, whether or not a deficiency judgment shall be recoverable or shall have been sought, recovered or denied, to receive all or a portion of the Award sufficient to pay the Obligations. Mortgagor shall cause any Award that is payable to Mortgagor to be paid directly to Mortgagee. Mortgagee shall hold such Award in the Casualty/Condemnation Account and disburse such Award in accordance with the terms hereof.

3.17 Application of Proceeds or Award.

3.17.1 Application to Restoration. If an Insured Casualty or Condemnation occurs where (i) the loss is in an aggregate amount less than \$100,000, (ii) in the reasonable judgment of Mortgagee, the Mortgaged Property can be restored within the earliest to occur of (a) six (6) months from the date of the Insured Casualty or Condemnation, (b) six (6) months before the Maturity Date and (c) the expiration of the rental or business interruption insurance with respect thereto, to the Mortgaged Property's pre-existing condition and utility as existed immediately prior to such Insured Casualty or Condemnation and to an economic unit not less valuable and not less useful than the same was immediately prior to the Insured Casualty or Condemnation, and after such restoration will adequately secure the Obligations and (iii) no Default or Event of Default shall have occurred and be then continuing, then the Proceeds or the Award, as the case may be (after reimbursement of any expenses incurred by Mortgagee), shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Mortgaged Property (the "Restoration"), in the manner set forth herein. Mortgagor shall

commence and diligently prosecute such Restoration. Notwithstanding the foregoing, in no event shall Mortgagee be obligated to apply the Proceeds or Award to reimburse Mortgagor for the cost of Restoration unless, in addition to satisfaction of the foregoing conditions, both (1) Mortgagor shall pay (and if required by Mortgagee, Mortgagor shall deposit with Mortgagee in advance) all costs of such Restoration in excess of the net amount of the Proceeds or the Award to be made available pursuant to the terms hereof; and (2) Mortgagee shall have received evidence reasonably satisfactory to it that during the period of the Restoration, the Rents will be at least equal to the sum of the operating expenses and debt service payable under the Credit Agreement and other Loan Documents, as reasonably determined by Mortgagee.

3.17.2 Application to Obligations. Except as provided in Section 3.17.1, any Proceeds or Award may, at the option of Mortgagee in its discretion, be applied to the payment of (i) accrued but unpaid interest, (ii) the unpaid principal of the Borrowings and (iii) other charges due under the Credit Agreement or any of the other Loan Documents, or applied to reimburse Mortgagor for the cost of any Restoration, in the manner set forth in Section 3.17.3. After any such application to the unpaid principal of the Borrowings, the remaining unpaid principal shall be re-amortized over the remaining term of the Obligations then outstanding.

3.17.3 Procedure for Application to Restoration. If Mortgagor is entitled to reimbursement out of the Proceeds or an Award held by Mortgagee, such Proceeds or Award shall be disbursed from time to time from the Casualty/Condemnation Account upon Mortgagee being furnished with (i) evidence satisfactory to Mortgagee of the estimated cost of completion of the Restoration, (ii) a fixed price or guaranteed maximum cost construction contract for Restoration satisfactory to Mortgagee, (iii) prior to the commencement of Restoration, all immediately available funds in addition to the Proceeds or Award that in Mortgagee's judgment are required to complete the proposed Restoration, (iv) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, bonds, plats of survey, permits, approvals, licenses and such other documents and items as Mortgagee may reasonably require and approve in Mortgagee's discretion, and (v) all plans and specifications and construction contracts for such Restoration, such plans and specifications and construction contracts to be approved by Mortgagee prior to commencement of any work. Mortgagee may, at Mortgagor's expense, retain a consultant to review and approve all requests for disbursements, which approval shall also be a condition precedent to any disbursement. No payment made prior to the final completion of the Restoration shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than the Proceeds or Award shall be disbursed prior to disbursement of such Proceeds or Award; and at all times, the undisbursed balance of such Proceeds or Award remaining in the hands of Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor for that purpose, shall be at least sufficient in the reasonable judgment of Mortgagee to pay for the cost of completion of the Restoration, free and clear of all Liens or claims for Lien. Provided no Default or Event of Default then exists, any surplus that remains out of the Proceeds held by Mortgagee after payment of such costs of Restoration shall be paid to Borrower. Any surplus that remains out of the Award received by Mortgagee after payment of such costs of Restoration shall, in the discretion of Mortgagee, be retained by Mortgagee and applied to payment of the Obligations or returned to Mortgagor.

3.18 Tenant Estoppel Certificates. Upon Mortgagee's written request, Mortgagor shall use commercially reasonable efforts to obtain from each Tenant duly executed estoppel certificates from the Tenants specified by Mortgagee, attesting to such facts regarding the Leases as Mortgagee may reasonably require, including attestations that each Lease covered thereby is in full force and effect with no material defaults thereunder on the part of any party, that rent has not been paid more than one month in advance, except as security, and that the Tenant claims no defense or offset against the full and timely performance of its obligations under the Lease. Unless an Event of Default has occurred and is continuing, Mortgagor shall not be required to deliver an estoppel certificate from each Tenant more frequently than two times in any 12-month period.

3.19 Non-Disturbance Agreements. Within twenty (20) Business Days after written request from Mortgagor, Mortgagee shall, provided it has received a copy of the corresponding executed Lease and such Lease was entered into in compliance with the Credit Agreement and the other Loan Documents, execute and deliver to Mortgagor its then standard form of subordination, non-disturbance and attornment agreement ("**SNDA**") with such commercially reasonable changes as may be requested by the applicable Tenant and as are reasonably acceptable to Mortgagee. All actual out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Mortgagee in connection with the execution and delivery of an SNDA pursuant to this Section shall be paid by Mortgagor promptly upon demand by Mortgagee.

SECTION 4. DEFAULT AND FORECLOSURE

4.1 Remedies. If an Event of Default has occurred and is continuing, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses: (a) declare the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable; (b) enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor; (c) hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions hereof; (d) institute proceedings for the complete foreclosure of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels; (e) make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment; provided that any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with

the provisions hereof; and/or (f) exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the Lenders may be a purchaser at such sale and if Mortgagee is the highest bidder, Mortgagee shall credit the portion of the purchase price that would be distributed to Mortgagee against the Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived

4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

4.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or the Lenders, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or the Lenders in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

4.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents; and (c) any right to a marshalling of assets or a sale in inverse

order of alienation. Mortgagor waives the statutory right of redemption and equity of redemption.

4.6 Discontinuance of Proceedings. If Mortgagee or the Lenders shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or the Lenders shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee or the Lenders shall be restored to their former positions with respect to the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee or the Lenders shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or the Lenders thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in accordance with the terms of the Credit Agreement.

4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

4.9 Additional Advances and Disbursements; Costs of Enforcement. If any Event of Default exists, Mortgagee and each of the Lenders shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor in accordance with the provisions of the Credit Agreement. All sums advanced and expenses incurred at any time by Mortgagee or any Lender under this Section, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred if not repaid within five (5) days after demand therefor, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Obligations, and all such sums, together with interest thereon, shall be secured by this Mortgage. Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee or the Lenders in respect thereof, by litigation or otherwise.

4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Section, the assignment of the Rents and Leases under Section 5, the security interests under Section 6, nor any other remedies afforded to Mortgagee or the Lenders under the Loan Documents, at law or in equity shall cause Mortgagee or any Lender to be deemed or construed

to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

SECTION 5. ASSIGNMENT OF RENTS AND LEASES

5.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor herein, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor).

5.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all reasonable actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject to the Permitted Encumbrances and in the case of security deposits, rights of depositors and requirements of law. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy. Additionally, if there shall be filed by or against Mortgagor a petition under the Bankruptcy Code, and Mortgagor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than ten (10) days' prior notice of the date on which Mortgagor shall apply to the bankruptcy court for authority to reject the Lease. Mortgagee shall have the right, but not the

obligation, to serve upon Mortgagor within such ten-day period a notice stating that (i) Mortgagee demands that Mortgagor assume and assign the Lease to Mortgagee pursuant to Section 365 of the Bankruptcy Code and (ii) Mortgagee covenants to cure or provide adequate assurance of future performance under the Lease. If Mortgagee serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Mortgagee of the covenant provided for in clause (ii) of the preceding sentence.

SECTION 6. SECURITY AGREEMENT

6.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personality, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personality, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations subject to the Permitted Encumbrances, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personality, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

6.2 Financing Statements. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor's chief executive office is at the address set forth in the preamble of this Mortgage.

6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

SECTION 7. ATTORNEY-IN-FACT

Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to

execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Fixtures, Personalty, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; provided, (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the definition of Obligations and shall bear interest at the rate or rates at which interest is then computed on the Obligations provided that from the date incurred said advance is not repaid within five (5) days demand therefor; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

SECTION 8. MORTGAGEE AS AGENT

Mortgagee has been appointed to act as Mortgagee hereunder by the Lenders. Mortgagee shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Mortgaged Property), solely in accordance with this Mortgage and the Credit Agreement. Mortgagee shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to terms of the Credit Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage; removal of Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as Mortgagee under this Mortgage; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Mortgagee under this Mortgage. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Mortgagee under this Mortgage, and the retiring or removed Mortgagee under this Mortgage shall promptly (i) transfer to such successor Mortgagee all sums, securities and other items of Mortgaged Property held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Mortgagee under this Mortgage, and (ii) execute and deliver to such successor Mortgagee such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Mortgagee of the security interests created hereunder, whereupon such retiring or removed Mortgagee shall be discharged from its duties and obligations under this Mortgage thereafter accruing. After any retiring or removed Administrative Agent's resignation or removal hereunder as Mortgagee, the provisions of this Mortgage shall continue to enure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Mortgagee hereunder.

SECTION 9. TERMINATION AND RELEASE.

Upon payment and performance in full of the Obligations, subject to and in accordance with the terms and provisions of the Credit Agreement, Mortgagee, at Mortgagor's sole cost and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor, all without recourse, representation or warranty of any kind.

SECTION 10. LOCAL LAW PROVISIONS

10.1 NMSA § 58-6-5. Pursuant to Section 58-6-5(B) NMSA (1978), a contract, promise or commitment to loan money or to grant, extend or renew credit, or any modification thereof, in an amount greater than Twenty-five Thousand and No/100 Dollars (\$25,000.00) not primarily for personal, family or household purposes made by a financial institution is not enforceable unless made in writing and signed by the party to be charged or that party's authorized representatives.

10.2 NMSA § 56-7-1. To the extent, if at all, Section 56-7-1 NMSA (1978) is applicable to any claim brought pursuant to an indemnification provision in any of the Loan Documents, such indemnification provision shall not be interpreted or applied so as to require indemnification of the indemnitee for (1) claims for bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents, or (2) any other claim that would make this indemnification void, unenforceable and/or a violation of the public policy of the State of New Mexico.

10.3 Maximum Lien. For purposes of Section 48-7-9 NMSA (1978), the lien secured by this Mortgage shall not at any one time exceed \$450,000,000.

SECTION 11. MULTI-SITE REAL ESTATE TRANSACTIONS.

Mortgagor acknowledges that this Mortgage is one of a number of Mortgages and other security documents ("Other Mortgages") that secure the Obligations. Mortgagor agrees that, subject to the terms of Section 10 hereof, the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Mortgagee of any security for or guarantees of the Obligations, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligation or any collateral security therefor including the Other Mortgages. Subject to the terms of Section 10 hereof, the lien of this Mortgage shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations or of any of the collateral security therefor, including the Other Mortgages or any guarantee thereof, and, to the fullest extent permitted by applicable law, Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages shall not in any manner impair the

indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights and remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages or any of Mortgagee's rights and remedies thereunder. To the fullest extent permitted by applicable law, Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages separately or concurrently and in any order that it may deem appropriate and waives any right of subrogation.

SECTION 12. MISCELLANEOUS

12.1 Flood Insurance Regulations. Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (as defined below)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage; provided that, (A) the Mortgagor's interests in all lands situated under any such Building or Manufactured (Mobile) Home shall be included in the Mortgaged Property and shall be encumbered by this Mortgage and (B) Mortgagor shall not, and shall not permit any Subsidiary to, permit to exist any Lien on any Building or Manufactured (Mobile) Home except Permitted Encumbrances. As used herein, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

12.2 Notices. Any notice and other communication required or permitted to be given under this Mortgage shall be given in accordance with the notice provisions of the Credit Agreement to the address set forth therein.

12.3 Governing Law. THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF TEXAS, AND FURTHER, WITH RESPECT TO ANY PERSONAL PROPERTY INCLUDED IN THE MORTGAGED PROPERTY, THE CREATION OF THE SECURITY INTEREST SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE AS IN EFFECT FROM TIME TO TIME IN THE STATE OF TEXAS (THE "TX UCC") AND THE PERFECTION, THE EFFECT OF PERFECTION OR NON-PERFECTION AND PRIORITY OF THE SECURITY INTEREST WILL BE GOVERNED IN ACCORDANCE WITH THE MANDATORY CHOICE OF LAW RULES SET FORTH IN THE TX UCC.

12.4 Severability. In case any provision in or obligation under this Mortgage shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

12.5 Credit Agreement. In the event of any conflict or inconsistency with the terms of this Mortgage and the terms of the 2019 Credit Agreement, the 2019 Credit Agreement shall control.

12.6 Time of Essence. Time is of the essence of this Mortgage.

12.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE LOAN TRANSACTIONS DESCRIBED IN THIS MORTGAGE OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS MORTGAGE, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 12.7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS MORTGAGE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12.8 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor

shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

12.9 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions. No failure or delay on the part of Mortgagee or any Lender in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Mortgage and the other Loan Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available.

12.10 Subrogation. To the extent proceeds of the Loans have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

12.11 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

12.12 Entire Agreement. This Mortgage, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

12.13 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated offshore or in more than one county, descriptions of only those portions of the Mortgaged Property located in the county in which a particular counterpart is recorded shall be attached as Exhibit A thereto. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

MORTGAGOR:

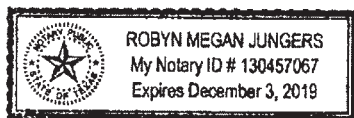
BOY SCOUTS OF AMERICA, a non-profit corporation chartered by an Act of the United States Congress on June 15, 1916.

By: [Signature]
Michael B. Surbaugh, Chief Scout Executive

By: [Signature]
Michael A. Ashline, Chief Financial Officer

STATE OF Texas)
COUNTY OF Dallas)

This instrument was acknowledged before me on March 21, 2019 by **MICHAEL B. SURBAUGH** as **CHIEF SCOUT EXECUTIVE** of **BOY SCOUTS OF AMERICA**, a non-profit corporation chartered by an Act of the United States Congress on June 15, 1916.

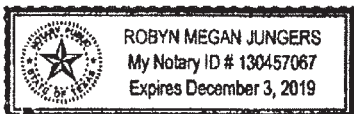


[Signature]
Notary Public in and for
The State of Texas

Expiration: 12/3/2019

STATE OF Texas)
COUNTY OF Dallas)

This instrument was acknowledged before me on March 21, 2019 by **MICHAEL A ASHLINE** as **CHIEF FINANCIAL OFFICER** of **BOY SCOUTS OF AMERICA**, a non-profit corporation chartered by an Act of the United States Congress on June 15, 1916.



[Signature]
Notary Public in and for
The State of Texas

Expiration: 12/3/2019

Recording (Date - Time) 04/03/19 - 02:40:16 PM
COLFAX COUNTY - NM - Rayetta Trujillo - County Clerk
DOC# 201900741
PAGE: 20 of 138

EXHIBIT A TO
MORTGAGE

Legal Description of Premises

[See attached]

Recording (Date - Time): 04/03/19 - 02:40:16 PM
COLFAX COUNTY, NM - Rayella Trujillo - County Clerk
DOC# 201900741
PAGE: 21 of 138

Exhibit "A"
Philmont Scout Ranch

All those parcels or tracts of land located in Colfax County, New Mexico as follows:

PARCEL I (Parcel ID 1-103-158-264-264):

All that parcel of land as more fully set forth in that certain Quitclaim Deed attached hereto from Waite Phillips and Genevieve Phillips, his wife, to Boy Scouts of America, dated November 28, 1938 and recorded on December 5, 1938, in the Office of the County Clerk of Colfax County, New Mexico in Deed Book No. 72, at page 17, conveying 35,857 acres, more or less.

PARCEL II:

All those water rights as more fully set forth in that certain Quitclaim Deed attached hereto from Waite Phillips and Genevieve Phillips, his wife, to Boy Scouts of America, dated January 23, 1939 and recorded on March 4, 1939, in the Office of the County Clerk of Colfax County, New Mexico in Deed Book No. 72, at Page 131, conveying the water rights mentioned and described in that certain quitclaim deed from Nathan B. Stern and Ruth Stern, his wife, to Waite Phillips, dated November 29, 1938, filed for record in the aforesaid clerk's office on the 23rd day of January 1939 in Deed Book No. 72, at page 89.

PARCEL III (Parcel ID 1-103-158-264-264):

All that parcel of land as more fully set forth in that certain Quitclaim Deed attached hereto from Waite Phillips and Genevieve Phillips, his wife, to Boy Scouts of America, dated December 30, 1941 and recorded on December 30, 1941, in the Office of the County Clerk of Colfax County, New Mexico in Deed Book No. 75, at page 382, conveying 91,538.0 acres, more or less.

PARCEL IV (Parcel ID 1-103-158-264-264):

All that parcel of land as more fully set forth in that certain Indenture attached hereto from Waite Phillips and Genevieve Phillips, his wife, to Boy Scouts of America, dated July 3, 1942 and recorded on October 24, 1942, in the Office of the County Clerk of Colfax County, New Mexico in Miscellaneous Book No. 40, at page 594, conveying an easement, right of way and privilege for a private roadway twenty-two feet in width.

PARCEL V:

An easement for use of a well as more fully set forth in that certain Indenture attached hereto from Waite Phillips and Genevieve Phillips to Boy Scouts of America, dated July 3, 1942 and recorded on October 24, 1942, in the Office of the County Clerk of Colfax County, New Mexico in Miscellaneous Book No. 40, at Page 595, conveying a perpetual easement, privilege and right of way with the right of ingress thereto and egress therefrom.