

PROMISSORY NOTE A (“Note A”)

\$ [REDACTED].00

August [REDACTED], 2016

FOR VALUE RECEIVED, POTALA TOWER SEATTLE, LLC, a Delaware limited liability company (“Borrower”), hereby promises to pay to the order of PATH AMERICA TOWER, LP, a Washington limited partnership (together with any and all of its successors and assigns and/or any other holder of this Note A, “Lender”), without offset, in immediately available funds in lawful money of the United States of America, at 100 North City Parkway, Suite 1700, Las Vegas, NV 89106, the principal sum of [REDACTED] and No/\$100 Dollars (\$ [REDACTED].00) (the “Note A Loan”) (or the unpaid balance of all principal advanced against this Note A, if that amount is less), together with interest on the unpaid principal balance of this Note A from day-to-day outstanding as hereinafter provided.

Section 1 Defined Terms. Capitalized terms not defined herein shall in all instances have the meaning and uses as set forth in that certain Amended and Restated Construction Loan Agreement, dated of even date herewith, by and between Borrower and Lender (the “Loan Agreement”).

Section 2 Payment Schedule and Maturity Date. Prior to the Maturity Date or any Extended Maturity Date (as those terms are defined below), interest shall accrue on the outstanding aggregate advances of the Note A Loan at the times and in the manner and amounts as set forth in Schedule 6 of the Loan Agreement. The entire Loan Amount disbursed and advanced pursuant to this Note A then outstanding and unpaid, together with all accrued and unpaid interest and all other amounts payable hereunder and under the other Loan Documents, shall be due and payable in full on the August 31, 2021 (the “Maturity Date”).

Section 3 Extension Option. Borrower may elect to extend the Maturity Date of this Note A for two consecutive two (2) year extensions subject to the following terms and conditions (each, an “Extension Option,” and the Maturity Date as extended pursuant to exercise of one or both Extension Options, the “Extended Maturity Date”):

(a) Basic Conditions. Unless otherwise agreed to by Lender in writing:

(i) As provided for herein, Borrower may (a) exercise the first Extension Option, and (b) thereafter consecutively exercise the second Extension Option, with each exercise provided by written notice to Lender not more than ninety (90) days, and not less than sixty (60) days, prior to the Maturity Date or any then applicable Extended Maturity Date.

(ii) At the time of any exercise of an Extension Option, substantial construction of the Improvements shall have been completed in accordance with the requirements of the Loan Documents, and all conditions to the final disbursement as provided for thereunder shall have been satisfied.

(iii) At the time of any exercise of an Extension Option, there shall not exist any Event of Default, nor any condition or state of facts which after notice and/or lapse of time would constitute an Event of Default. As used herein, the requirements set forth in Sections 3(a)(i), (ii), and (iii) shall hereinafter be collectively referred to as the “Extension Conditions”).

(iv) Not later than the Maturity Date or any then applicable Extended Maturity Date, (A) Borrower’s exercise of the Extension Option shall have been duly acknowledged in writing by Lender as in compliance with the Extension Conditions; (B) Lender shall have been provided with an updated title report and judgment and lien searches, and

appropriate title insurance endorsements shall have been issued as required by Lender (the “Borrower Deliverables”), and (C) Borrower shall have paid for or reimbursed Lender for the costs and expenses associated with the Borrower Deliverables.

If all of the foregoing conditions are not materially satisfied in accordance with their terms on or before the Maturity Date or the then applicable Extended Maturity Date, then exercise of the Extension Option by Borrower shall not be or become effective. In connection with the foregoing, Lender and Borrower each covenant and agree to use good faith and commercially reasonable efforts to comply with each party’s respective obligations hereunder in connection with this Section 3(a), including without limitation acknowledging that time is of the essence with respect to the same as provided for in Section 11 below.

(b) Changes in Loan Terms. All terms and conditions of the Loan Documents shall continue to apply to any Extended Maturity Date except that the interest rate on the Note A Loan shall be adjusted as provided for in Schedule 6 of the Loan Agreement.

Section 4 Default Rate. After the occurrence of an Event of Default, the then applicable interest rate as provided for in Schedule 6 of the Loan Agreement shall be increased by three percent (3%) (the “Default Rate”).

Section 5 Prepayment.

(a) Prior to the original Maturity Date, Borrower will have no right to prepay all or any portion of the Loan.

(b) Following the successful exercise of any Extension Option as provided for hereunder, Borrower may prepay the then outstanding aggregate Loan Amount advanced under the Note A Loan in full at any time or in part from time to time (a “Prepayment”), provided that: (i) Lender shall have actually received from Borrower prior irrevocable written notice of Borrower’s intent to make a Prepayment (the “Prepayment Notice”), the amount of Prepayment which will be prepaid (the “Prepayment Amount”), and the date on which the Prepayment will be made; (ii) each Prepayment Amount shall be not less than \$500,000 or a larger integral multiple of \$500,000 (unless the Prepayment Amount repays in full the outstanding Loan Amount balance disbursed under the Note A Loan); and (iii) each Prepayment shall include the prorated amount of interest accrued thereon as of the Prepayment date set forth in the Prepayment Notice.

Section 6 Late Charges. If Borrower shall fail to make any payment under the terms of this Note A (other than the payment due at maturity) within fifteen (15) days after the date such payment is due, Borrower shall pay to Lender on demand a late charge equal to four percent (4%) of the amount of such payment. Such fifteen (15) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that Lender may be entitled to receive or action that Lender may be authorized to take as a result of such late payment.

Section 7 Certain Provisions Regarding Payments. All payments made under this Note A shall be applied, to the extent thereof, to late charges, to accrued but unpaid interest, to unpaid principal, and to any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its sole discretion, any instructions from Borrower or anyone else to the contrary notwithstanding. Remittances shall be made without offset, demand, counterclaim, deduction, or recoupment (each of which is hereby waived) and shall be accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or

banks. Acceptance by Lender of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only, notwithstanding any notation on or accompanying such partial payment to the contrary, and shall not in any way (a) waive or excuse the existence of an Event of Default, (b) waive, impair or extinguish any right or remedy available to Lender hereunder or under the other Loan Documents, or (c) waive the requirement of punctual payment and performance or constitute a novation in any respect. Payments received after 2:00 p.m. shall be deemed to be received on, and shall be posted as of, the following Business Day. Whenever any payment under this Note A or any other Loan Document falls due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day.

Section 8 Costs and Expenses of Enforcement. Notwithstanding anything to the contrary in the Loan Documents, Borrower agrees to pay to Lender on demand all costs and expenses incurred by Lender in seeking to collect this Note A or to enforce any of Lender's rights and remedies under the Loan Documents, including court costs and reasonable attorneys' fees and expenses, whether or not suit is filed hereon, or whether in connection with arbitration, judicial reference, bankruptcy, insolvency or appeal.

Section 9 Service of Process. Borrower consents to process being served in any suit, action, or proceeding instituted in connection with this Note A by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to Borrower and (b) serving a copy thereof upon any member or officer of the managing member or manager of Borrower. Borrower irrevocably agrees that such service shall be deemed to be service of process upon Borrower in any such suit, action, or proceeding. Nothing in this Note A shall affect the right of Lender to serve process in any manner otherwise permitted by law and nothing in this Note A will limit the right of Lender otherwise to bring proceedings against Borrower in the courts of any jurisdiction or jurisdictions, subject to any provision or agreement for arbitration, judicial reference or other dispute resolution set forth in the Loan Agreement.

Section 10 Heirs, Successors and Assigns. The terms of this Note A and of the other Loan Documents shall bind and inure to the benefit of the heirs, devisees, representatives, successors and assigns of the parties. The foregoing sentence shall not be construed to permit Borrower to assign the Loan except as otherwise permitted under the Loan Documents.

Section 11 General Provisions. Time is of the essence with respect to Borrower's obligations under this Note A. If more than one person or entity executes this Note A, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower hereby (a) waives demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note A or any other Loan Document), filing of suit and diligence in collecting this Note A or enforcing any of the security herefor; (b) agrees to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agrees that Lender shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consents to any extensions or postponements of time of payment of this Note A for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) submits (and waives all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in the state and county in which payment of this Note A is to be made for the enforcement of any and all obligations under this Note A and the other Loan Documents; (f) waives the benefit of all homestead and similar exemptions as to this Note A; (g) agrees that their liability under this Note A shall not be affected or impaired by any determination that any title, security interest or lien taken by Lender to secure this Note A is invalid or unperfected; and (h) hereby subordinates to the Loan and the Loan Documents any and all rights against Borrower and any security for the payment of this Note A, whether

by subrogation, agreement or otherwise, until this Note A is paid in full. A determination that any provision of this Note A is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note A to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note A may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note A are for convenience only and shall be disregarded in construing it. This Note A and its validity, enforcement and interpretation shall be governed by the laws of the State of Washington (without regard to any principles of conflicts of laws) and applicable United States federal law. Whenever a time of day is referred to herein, unless otherwise specified such time shall be the local time of the place where payment of this Note A is to be made. The term "Business Day" shall mean a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which this Note A is payable (excluding Saturdays and Sundays). The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

Section 12 Notices. Any notice, request, or demand to or upon Borrower or Lender shall be deemed to have been properly given or made when delivered in accordance with the terms of the Loan Agreement regarding notices.

Section 13 No Usury. It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Lender to contract for, charge, take, reserve, or receive a greater amount of interest than under state law) and that this Section shall control every other covenant and agreement in this Note A and the other Loan Documents. If applicable state or federal law should at any time be judicially interpreted so as to render usurious any amount called for under this Note A or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Loan, or if Lender's exercise of the option to accelerate the Maturity Date, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable law, then it is Lender's express intent that all excess amounts theretofore collected by Lender shall be credited on the principal balance of this Note A and all other indebtedness secured by the Deed of Trust, and the provisions of this Note A and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Lender for the use or forbearance of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT, ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[Signature page follows.]

SIGNATURE PAGE TO PROMISSORY NOTE A (“NOTE A”)

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the date first above written.

BORROWER:

POTALA TOWER SEATTLE, LLC
a Delaware limited liability company,

By: _____

Name:

Title:

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