

CROSSFIRST BANK
2021 McKinney Avenue, Suite 800
Dallas, Texas 75201

September 24, 2018

LSM Initiatives, LLC
3831 Turtle Creek Blvd., Apt. 16B
Dallas, Texas 75219
Attn: Larry Long

Re: \$2,143,333.00 loan from CrossFirst Bank, a Kansas banking corporation (“Senior Lender”) to Gentry Mills Capital, L.L.C., a Texas limited liability company (“Borrower”), evidenced by that certain Promissory Note dated September 24, 2018 (the “Senior Loan”); and \$2,143,333.00 loan from LSM Initiatives, LLC (“Junior Lender”) to Borrower, evidenced by that certain Promissory Note dated September 24, 2018 (the “Junior Loan”).

Ladies and Gentlemen:

In connection with the Senior Loan and the Junior Loan, this letter shall make certain clarifications, acknowledgments and commitments as follows:

1. Subordination by Junior Lender. Junior Lender, for itself, its successors and assigns, does hereby subordinate the Junior Loan and all documents evidencing or securing the Junior Loan (the “Junior Loan Documents”) to the rights, titles, liens and interests held by the Senior Lender, its successors and assigns, in and to the Senior Loan and all documents evidencing or securing the Senior Loan (the “Senior Loan Documents”), and any and all extensions, renewals, modifications, and replacements thereof. Junior Lender, for itself, its successors and assigns, does also agree not to challenge the priority, perfection or validity of the Senior Loan Documents, and all extensions, renewals, modifications, and replacements thereof.

2. Standstill Provisions. Until repayment of the Senior Loan in full and release of all security instruments securing the Senior Loan, and any and all extensions, renewals, modifications, and replacements thereof, (i) Junior Lender, including its successors and assigns, shall not, without the prior written consent of Senior Lender, take any action it may have against Borrower, or the collateral securing the Senior Loan, in connection with the Junior Loan Documents, and (ii) Borrower shall not, without the prior written consent of Senior Lender, take or receive any portion of the acquisition fee due in connection with the disposition of limited partner interests in GMI – CS 125, LP, a Texas limited partnership, and/or issuance of additional limited partnership interests in such entity.


3. Junior Lender Notice and Cure Rights. In exchange for such subordination by Junior Lender, Senior Lender shall provide Junior Lender with a copy of any written notice (a “Default Notice”) of any default or event of default occurring under the Senior Loan Documents substantially concurrently with the delivery of such Default Notice to Borrower. Prior to exercising any remedy permitting Senior Lender to take action involving all or any portion of the collateral securing the Senior Loan pursuant to the Senior Loan Documents, Senior Lender shall send written notice to Junior Lender of Senior Lender’s intention to exercise such remedy, and if Junior Lender shall tender funds or other performance sufficient to cure said default within ten (10) days of receipt of such notice from Senior Lender, Senior Lender shall accept such cure from Junior Lender. Such cure shall be at Junior Lender’s option (without obligation), and shall not affect Senior Lender’s rights to exercise any remedies for the future defaults under the Senior Loan Documents (subject to Junior Lender’s right to notice and an opportunity to cure as provided for herein).

**[Remainder of Page Intentionally Left Blank]
[Signature Page Follows]**

Please execute this letter on the signature line provided below in order to confirm your agreement to the matters set forth herein.

Sincerely yours,

CROSSFIRST BANK,
a Kansas banking corporation

By: 
Laurie Gibson,
Private Banker


Acknowledged and agreed to this September ____, 2018:

LSM INITIATIVES, LLC,
a Texas limited liability company

By: _____
Larry Long, Manager

The foregoing is acknowledged and consented to by Gentry Mills Capital, L.L.C.

GENTRY MILLS CAPITAL, L.L.C.,
a Texas limited liability company

By:  _____
William P. Glass, Manager