

**H.15 Partial Release Prior to Full Repayment of the Indebtedness.** Notwithstanding anything to the contrary contained herein or in any other Loan Document, Borrower may, prior to full repayment of the Indebtedness and in connection with the sale of one of the individual properties which comprise the Mortgaged Property as described below (each, a "**Release Parcel**"), request and obtain a reconveyance and release (the "**Release**") of the Release Parcel from the lien of the Mortgage, provided all of the following conditions shall have been satisfied, as determined by Lender in its reasonable discretion:

(a) No Event of Default shall have occurred under the Note, this Loan Agreement, the Mortgage or any other Loan Document since the inception of the Loan, and no condition shall exist which, with the passage of time or the giving of notice, would constitute an Event of Default.

(b) Borrower must request the partial release by written notice to Lender given at least thirty (30) days prior to the requested release date, which release date must be a Business Day.

(c) If required by Lender, Borrower shall have provided documentation reflecting the new legal description for the Remaining Property following the Release of the Release Parcel from the Mortgaged Property. For purposes of this section H.15, the term "**Remaining Property**" shall mean the Mortgaged Property which shall remain subject to the lien of the Mortgage following the Release of the Release Parcel.

(d) Confirmation that (i) the Remaining Property will have acceptable cross-access easements for the continued use and operation of the Remaining Property in the same manner as for the original Mortgaged Property, and (ii) the Release Parcel comprises a legal lot in compliance with all applicable subdivision and zoning laws.

(e) If required by Lender, receipt and review of an updated ALTA/ACSM urban survey of the Remaining Property, including all items required by Lender, and a certification from a surveyor acceptable to Lender as well as the title company.

(f) If required by Lender, receipt of updated ALTA extended coverage title insurance policy for the Remaining Property, subject only to exceptions approved by Lender, together with any and all endorsements required by Lender.

(g) The sales price of the Release Parcel shall be equal to or greater than the greater of (i) the appraised value of the Release Parcel as determined by an independent third party appraisal acceptable to Lender, or (ii) the Minimum Release Price. The value of the Release Parcel shall be determined by Lender in its sole and absolute discretion. Lender may require, at Lender's discretion, that a new appraisal be obtained for the Release Parcel. Such appraisal shall be prepared at Borrower's expense by an appraiser acceptable to Lender.

(h) Lender shall have received, in United States currency and immediately available funds, the "**Minimum Release Price**" for the applicable Release Parcel as set forth below, which Minimum Release Price shall be applied to reduce the outstanding principal balance of the Note. The Minimum Release Price for each Release Parcel shall be as follows (subject to section H.15(i) below below):

<b>Address or Release Parcel Description</b>	<b>Minimum Release Price</b>
<b>987 Any Highway, AnyTown, TX 12345</b>	\$1,050,000.00
<b>456 Any Blvd, AnyCity, TX 8765</b>	\$1,050,000.00

(i) Notwithstanding the Minimum Release Price set forth in section H.15(h) above, the outstanding principal balance of the Note after the Release of Release Parcel and application of the Minimum Release Price to reduce the outstanding principal balance of the Note, shall not exceed **75 percent (75%)** of the appraised value of the Remaining Property. For purposes of this section H.15(i), the term "**Remaining Property**" shall mean the Mortgaged Property which shall remain subject to the lien of the Mortgage following the Release of the Release Parcel. Lender may increase the Minimum Release Price to maintain a sufficient loan-to-value ratio under this section H.15(i). Lender may require, at Lender's discretion, that a new appraisal be obtained for the Remaining Property. Such appraisal shall be prepared at Borrower's expense by an appraiser acceptable to Lender.

(j) Borrower shall have paid all costs associated with the Release of the applicable Release Parcel, including title, any applicable demand fees, recording, documentation, Attorneys' Fees and Costs, and any other related costs.

(k) Borrower shall have provided such other items and documentation customarily required.

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