

## ASSIGNMENT AND ASSUMPTION NO. 1 AGREEMENT

This Assignment and Assumption No. 1 Agreement ("Assignment No. 1") is made and entered into by and among **The City of Oklahoma City** ("**City**"), an Oklahoma municipal corporation, the **Oklahoma City Public Property Authority** ("**OCPPA**" or "**Assignee**"), an Oklahoma public trust, the **Central Oklahoma Transportation and Parking Authority** ("**COTPA**" or "**Assignor**"), an Oklahoma public trust, the **Oklahoma City Urban Renewal Authority** ("**OCURA**"), an Oklahoma public body corporate, and **Atrium Finance II, LP**, a Delaware limited partnership [as successor in interest to John Q. Hammons Hotels Two, LP ("**Hammons**")] ("**Hotel Owner**"), all collectively "**Parties.**"

### WITNESSETH:

**WHEREAS**, pursuant to a written Contract of Sale and Redevelopment Agreement having a stated effective date of February 18, 1998 (the "Redevelopment Agreement") by and among City, OCPPA, COTPA, OCURA, and Hammons, Hammons purchased from OCURA and OCURA sold and conveyed to Hammons, a certain tract of real property (the "Hotel Property") in Oklahoma City, Oklahoma, described with more particularity on Exhibit "A", attached to this Agreement and made a part hereof by reference, the said property being located within an area designated by the City and OCURA as the Central Business District No. 1-A Urban Renewal Project Area (the "1-A Project Area"); and

**WHEREAS**, pursuant to the Redevelopment Agreement, Hammons agreed to and has constructed an "Upscale Full-Service Hotel" (as defined in the Redevelopment Agreement) on the Hotel Property; and

**WHEREAS**, the former Myriad Convention Center, now known as **Prairie Surf Media Studios** ("**Prairie Surf**"), located within the 1-A Project Area and in close proximity to the Hotel Property, is owned by the City and, pursuant to a lease between the City and OCPPA, is operated by OCPPA; and

**WHEREAS**, the **Sante Fe Parking Garage** (the "**Parking Garage**"), also located within the 1-A Project Area and in close proximity to the Hotel Property; and

**WHEREAS**, the City, OCPPA, COTPA, OCURA, and Hammons entered into an agreement ("1999 Skywalk Agreement") for the purpose of establishing a skywalk system ("Skywalk System"), consisting of an enclosed walkway situated above ground level, extending from the current Prairie Surf Studios building to a designated point near and North of the South boundary of the Hotel Property ("Skywalk 1"), and another enclosed walkway, also situated above ground level, extending from the Parking Garage to the Hotel ("Skywalk 2") and across the Hotel to the designated point near and North of the South boundary of the Hotel Property where Skywalk 1 and Skywalk 2 connect to form the Skywalk System, as shown on the drawings attached hereto (Exhibit "B"); and

**WHEREAS**, the Parties heretofore proposed and agreed that the Skywalk System and the subjacent structural support therefor on the Hotel Property where the Skywalks connect with and

rest on the Hotel should be operated and maintained as provided in the 1999 Skywalk Agreement; and

**WHEREAS**, Paragraph 9.3 *Assignment* of the 1999 Skywalk Agreement permits assignments and assumptions of any rights, remedies, interests, duties, or obligations upon the prior written consent of the other parties to the 1999 Skywalk, provided that such consent shall not be necessary with respect to any transferee or assignee of any interest in the Skywalk System or the Hotel, and provided that any rights or obligations of the City under the 1999 Skywalk Agreement may be assigned or transferred by the City to OCPPA at any time, in whole or part, by lease agreement or otherwise, without the prior written consent or agreement of any other party; and

**WHEREAS**, Paragraph 9.4 *Consents* of the 1999 Skywalk Agreement states that if any action by a party under or with respect to the 1999 Skywalk Agreement requires consent from another party, such consent shall not be unreasonably withheld; and

**WHEREAS**, on September 26, 2005, Hammons conveyed to Hotel Owner, by Warranty Deed recorded in Book 9926 at Page 1583 on November 18, 2005, in the office of the County Clerk of Oklahoma County, the Hotel Property, together with all improvements thereon and appurtenances thereto belonging, less and except all oil, gas, and mineral interests previously reserved or conveyed of record, and Hotel Owner succeeded to Hammon's interest under the Skywalk Agreement; and

**WHEREAS**, COTPA, as Assignor, now proposes to assign to OCPPA all of its rights, title, interests, and obligations in and under the 1999 Skywalk Agreement; and

**WHEREAS**, OCPPA, as Assignee, proposes to assume all of COTPA's rights, title, interests, and obligations in and under the 1999 Skywalk Agreement; and

**WHEREAS**, the Assignor and the Assignee hereby acknowledge that any and all assignments shall not be effective without the prior written approval of all Parties, to include the Trustees of the respective public trusts and the Council of the City; and

**WHEREAS**, the Assignee hereby accepts such assignment of the above described 1999 Skywalk Agreement and hereby agrees to strictly comply with and assume all the terms, provisions, conditions, and obligations of the Assignor under said agreement effective upon approval of all Parties and the Trustees of the respective public Trusts and the Council of the City.

**NOW, THEREFORE**, for and in consideration of mutual covenants herein contained, the Parties hereto agree as follows:

1. This Assignment No. 1 is effective DECEMBER 17, 2024, ("Effective Date").
2. The Assignor assigns to the Assignee, all of its, rights, title, interests, and obligations in and under the 1999 Skywalk Agreement, which is attached hereto by reference, and the Assignee hereby agrees to strictly comply with and assume all the terms, provisions,

rights, conditions, and obligations of Assignor under said 1999 Skywalk Agreement.

3. COTPA, OCPPA, OCURA, the City Council of The City of Oklahoma City, and Atrium Finance II LP, approve the assignment and assumption of said 1999 Skywalk Agreement from COTPA to OCPPA, and all of the rights, title, interests, and obligations of COTPA in and under the 1999 Skywalk Agreement are hereby assigned to OCPPA.

All recitals hereinabove are contractual in nature, are made a part of this Assignment No. 1 and are true and correct.

This Assignment No. 1 contains the entire agreement between the parties, and no statement, promises, or inducements made by either party, or agent of either party hereto, that is not contained in this written agreement shall be valid or binding; and this Assignment No. 1 may not be enlarged, modified, or altered except in writing, signed by all parties, and endorsed thereon.

**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Assignment No. 1 to be effective as of the Effective Date.

**APPROVED** by Atrium Finance II, LP, and signed by

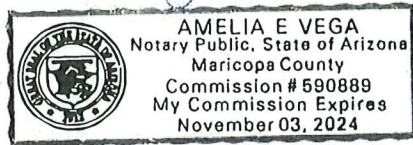
Won Huang as President on this 14th day  
(Printed Name of Signatory) (Title of Signatory)  
of September, 2023.

ATTEST:

**Atrium Finance II, LP,**  
a Delaware limited partnership

Amelia E Vega  
Secretary

(SEAL)



By: Won Huang  
Won Huang, President

**APPROVED** by the Central Oklahoma Transportation and Parking Authority and signed by the Chairperson this 6th day of September, 2024.

ATTEST:



**ASSIGNOR: CENTRAL OKLAHOMA  
TRANSPORTATION AND PARKING  
AUTHORITY**

*Jan Fehocka*  
Trust Secretary

*Bernard Semner, III*  
Bernard Semner, III, Chairperson

APPROVED by the Oklahoma City Public Property Authority and signed by the Chairman this  
17TH day of DECEMBER, 2024.

ATTEST:

ASSIGNEE: OKLAHOMA CITY  
PUBLIC PROPERTY AUTHORITY

*Amy K Simpson*  
Trust Secretary



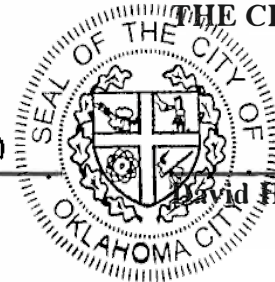
*David Holt*  
David Holt, Chairman

APPROVED by The City of Oklahoma City and signed by the Mayor this 17TH day  
of DECEMBER, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

*Amy K Simpson*  
City Clerk



*David Holt*  
David Holt, Mayor

REVIEWED for form and legality.

*Chris Hall*

Assistant Municipal Counselor/Attorney for  
the Trusts

**APPROVED** by the Oklahoma City Urban Renewal Authority and signed by the Executive Director this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**OKLAHOMA CITY URBAN  
RENEWAL AUTHORITY**

\_\_\_\_\_  
**Trust Secretary**

\_\_\_\_\_  
**Kenton Tsoodle, Executive Director**

## Exhibit "A"

### Hotel

A part of Block Six (6), in OKLAHOMA CITY ORIGINAL ADDITION, Oklahoma County, Oklahoma, according to the recorded plat thereof, and more particularly described as follows: BEGINNING at the Southwest Corner of said Block Six (6); THENCE North  $01^{\circ}27'35''$  East along the West line of said Block Six (6) for a distance of 194.24 feet to a point in the center line of an East-West alley; THENCE South  $88^{\circ}32'40''$  East along the center line of said East-West alley for a distance of 160.00 feet to a point in the West line of Lot Seven (7) extended of said Block Six (6); THENCE North  $01^{\circ}27'35''$  East along the West line of said Lot Seven (7) extended a distance of 150.00 feet to the Northwest Corner of said Lot Seven (7); THENCE South  $88^{\circ}32'40''$  East along the North line of said Block Six (6) a distance of 100.00 feet to the Northeast Corner of Lot Ten (10) of said Block Six (6); THENCE South  $01^{\circ}27'35''$  West for a distance of 150.00 feet to a point, said point being the Northwest Corner of Lot Thirty-Four (34) of said Block Six (6); THENCE South  $01^{\circ}29'14''$  West along the West line of Lot Thirty-Four (34) and the East line of Lot Twenty-Three (23) of said Block Six (6) a distance of 187.41 feet to a point, said point being the Southeast Corner of Lot Twenty-Three (23) of said Block Six (6); THENCE South  $89^{\circ}57'00''$  West along the South line of said Block Six (6) a distance of 260.00 feet to the POINT OR PLACE OF BEGINNING.

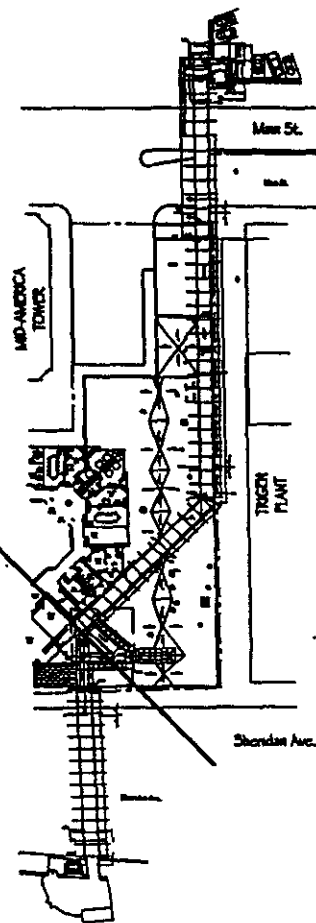
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## Description of the "Hotel Property"

A part of Block Six (6) in OKLAHOMA CITY ORIGINAL ADDITION, Oklahoma County, Oklahoma, according to the recorded plat thereof, and more particularly described as follows: BEGINNING at the Southwest Corner of said Block Six (6); Thence North  $01^{\circ}27'35''$  East along the West line of said Block Six (6) for a distance of 194.24 feet to a point in the center line of an East-West alley; Thence South  $88^{\circ}32'40''$  East along the center line of said East-West alley for a distance of 160.00 feet to a point in the West line of Lot Seven (7) extended of said Block Six (6); Thence North  $01^{\circ}27'35''$  East along the West line of said Lot Seven (7) extended for a distance of 150.00 feet to the Northwest Corner of said Lot Seven (7); Thence South  $88^{\circ}32'40''$  East along the North line of said Block Six (6) for a distance of 100.00 feet to the Northeast Corner of Lot Ten (10) of said Block Six (6); Thence South  $01^{\circ}27'35''$  West for a distance of 150.00 feet to a point, said point being the Northwest Corner of Lot Thirty-Four (34) of said Block Six (6); Thence South  $01^{\circ}29'14''$  West along the West line of Lot Thirty-Four (34) and the East line of Lot Twenty-Three (23) of said Block Six (6) for a distance of 187.41 feet to a point, said point being the Southeast Corner of Lot Twenty-Three (23) of said Block Six (6); Thence South  $89^{\circ}57'00''$  West along the South line of said Block Six (6) for a distance of 260.00 feet to the POINT OR PLACE OF BEGINNING (as described with more particularity in the special warranty deed to be delivered by OCURA to Hammons pursuant to the Redevelopment Agreement).

SKYWALK 1 → SKYWALK 2



1 Composite Skywalk Plan  
Scale 1" = 200'

Could  
Evans  
Goodman  
Associates, L.C.

Santa Fe  
Parking  
Garage  
Skywalks  
to the  
Renaissance  
Hotel

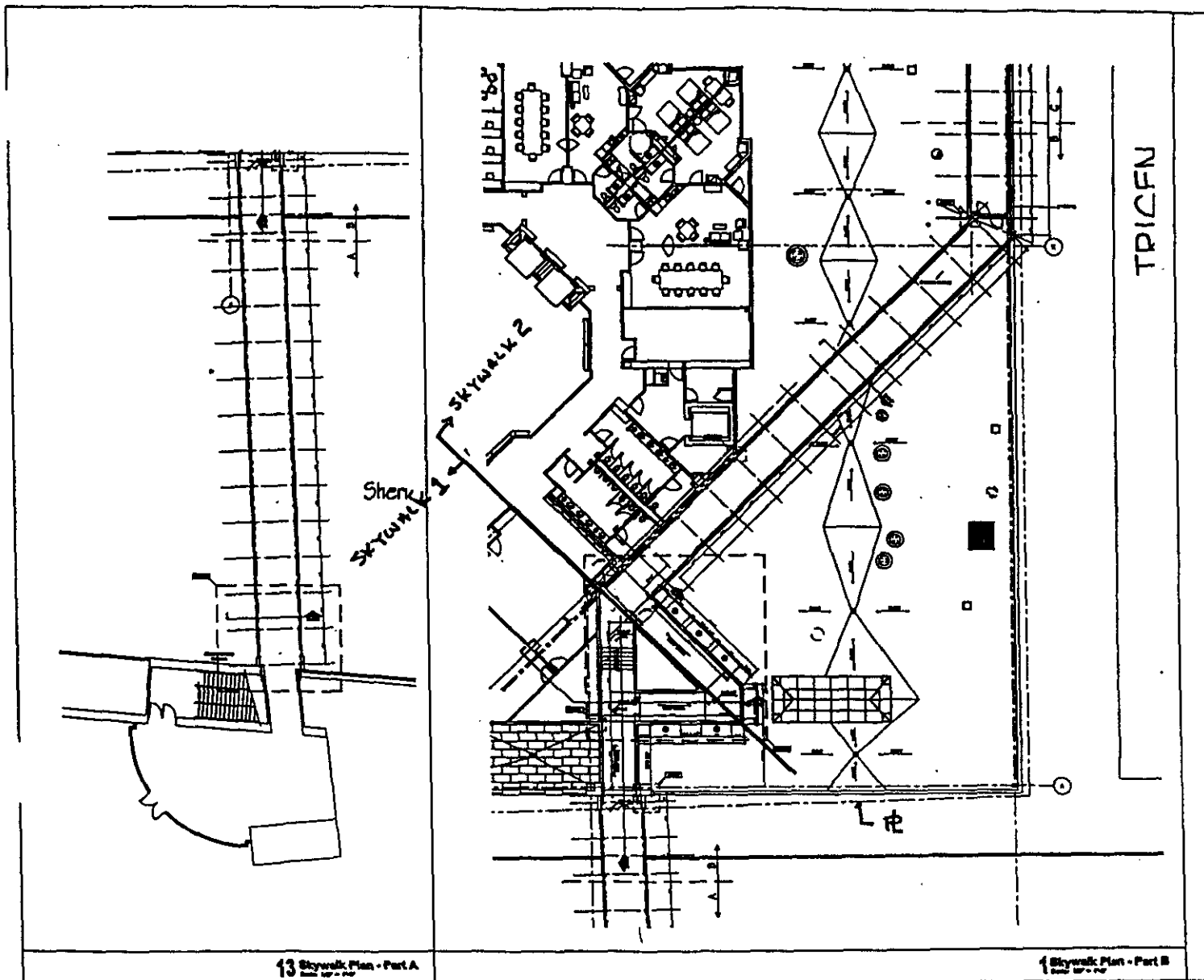
John G. Thompson  
Architect, L.C.  
Santa Fe, N.M.  
Main Engineering and  
Architectural Division

Scale 1" = 200'

1 Composite Skywalk Plan

A10





13 Skywalk Plan - Part A

14 Skywalk Plan - Part B

