

**PROJECT SILENCE FEATURE FILM PROJECT
ECONOMIC DEVELOPMENT AGREEMENT**

between

**The Oklahoma City Economic Development Trust,
a public trust,**

and

KEEPQUIETMOVIE, LLC

**PROJECT SILENCE FEATURE FILM PROJECT
ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by the Oklahoma City Economic Development Trust, an Oklahoma public trust (the “Trust” or “OCEDT”) and KEEPQUIETMOVIE, LLC, a Florida limited liability company (“Production Company”). The effective date of this Agreement shall be the date approved by the Trust.

WITNESSETH:

WHEREAS, The City of Oklahoma City (“City”) is an Oklahoma municipal corporation operating under a City Charter and the laws of the State of Oklahoma. OCEDT, a public trust whose sole beneficiary is the City, was created by Trust Indenture dated October 9, 2007, for the purpose, in part, of promoting and assisting the City with economic and community development and redevelopment projects; and

WHEREAS, the City and OCEDT created a local economic development incentive program (the Strategic Investment Program or “SIP”) in 2007 to provide job creation and other incentives. Over the years, the SIP has been amended to allow for incentives for other programs which also serve economic or community development purposes, such as the Leverage Fund Program, the Land Assemblage Program, the Affordable Housing Program and more. Most recently the SIP was amended in 2022 with the addition of a Film Incentive Program, an economic development program; and

WHEREAS, the funding for projects qualifying for SIP incentives has generally been provided by the City’s General Obligation Limited Tax (“GOLT”) bond proceeds as authorized under 62 Okla. Stat. § 800, *et seq.* (the “Municipal and County Economic and Community Development Bonds Act”). GOLT bond authorizations were approved by the citizens of Oklahoma City, for economic and community development purposes, in 2007 and again in 2017. Only 2017 GOLT funds are available for use today; and

WHEREAS, the Trust contracts with the Oklahoma City Economic Development Foundation (“Foundation”) (a division of the Greater Oklahoma City Chamber) to promote the Film Incentive Program, receive applications for film incentives and vet those applications for compliance with the criteria established in the SIP. The Foundation has received and vetted an application for film incentives from KEEPQUIETMOVIE, LLC (“Production Company”) which the Foundation believes fits the criteria outlined in the SIP and as such, qualifies as an Eligible Project; and

WHEREAS, the production of films, television programs and similar projects within the City is beneficial and contributes to its economy by providing local jobs, increasing business for local companies and vendors, and generating additional sales tax within the City. By encouraging such economic development, the City can create economic diversification, such as allowing the City a wider range of public revenue and employment sources which improve cross-industry cooperation, productivity rates and the health of the local labor market; and

WHEREAS, the Production Company filed an application with the Foundation for film incentives. The Foundation has calculated that the Feature Film will result in approximately

\$522,584 in Qualified Expenditures; and

WHEREAS, upon completion of the Feature Film and upon documenting compliance with the terms and conditions set forth in this Agreement, the Production Company may apply to the Trust for a Film Incentive in the form of reimbursement for Qualified Expenditures in an amount not exceeding \$26,129, the amount of allocation previously approved by Joint Resolution of the City and Trust; and

WHEREAS, the City and Trust find that the Production of this Feature Film by the Production Company will be beneficial to the citizens of Oklahoma City by not only creating employment opportunities and increased sales tax, but also in the promotion of long-term diversification of the Oklahoma City economy.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the Parties hereby covenant and agree with each other as follows:

SECTION I. DEFINITIONS

Unless specifically provided otherwise herein, or the context otherwise requires, when used in this Agreement the following terms shall have the corresponding definitions:

1. **"Above-the-Line Personnel"** means individuals hired or credited on screen for the production as producers, principal cast, screenwriters and the film directors.
2. **"Above-the-Line Personnel Limitation"** means up to twenty-five percent (25%) of total Qualified Expenditures.
3. **"Applicant"** is any corporation, partnership, limited partnership, limited liability company or other entity or individual that is principally engaged in the Production of the Eligible Project and that controls the Project during Pre-Production, Production and Post-Production.
4. **"Completed"** means when the process of Post-Production has concluded. The process of Post-Production shall be considered finished when a final composite answer print, HD air master, or digital cinema file of the qualified motion picture is/are produced.
5. **"Crew"** means any person who works on Pre-Production, Principal Photography, and/or Post-Production, with the exception of Above-the-Line Personnel.
6. **"Diverse Oklahoma City Vendor"** means an Oklahoma City Vendor that is at least 51% owned and operated by an individual or business that is part of a traditionally underrepresented or underserved group and the vendor is certified with the Oklahoma Department of Commerce as a Disadvantaged Business Owner.
7. **"Eligible Project"** means Production projects that are eligible for a film incentive and shall include Featured Films, Scripted Television Series, Scripted Television Pilots, and Reality Programs. An Eligible Project shall not include Production which is "child pornography" or "obscene material" as those terms are defined in subsections A and B of Section 1024.1 of Title 21 of the Oklahoma Statutes.
8. **"Feature Film"** means a Production of a film intended for commercial distribution to a motion picture theater, directly to the home video market, or via the Internet

- that has a running time of at least seventy-five (75) minutes in length.
9. **"Film Incentive"** means an amount not to exceed \$26,129 as an economic development program to attract the film industry to Oklahoma City in an attempt to diversify the local economy and increase sales tax and job opportunities.
 10. **"Final Application"** means the package submitted to the Project Manager documenting that all requirements of this Agreement have been completed and the Production Company is requesting payment of a Film Incentive.
 11. **"Incentive Award Letter"** means the document issued by The City of Oklahoma City reserving an amount of incentive to an applicant having an Eligible Project based on the Production Company's estimate of Qualified Expenditures.
 12. **"Indemnified Parties"** means (1) The City of Oklahoma City; (2) the Oklahoma City Economic Development Trust; (3) the respective beneficiaries and affiliates of (1) and (2); (4) the successors and assigns of (1) and (2); and (5) the officers, directors, employees, agents, contractors, consultants, vendors, and insurers of (1) and (2) (excluding members of the Production Company).
 13. **"Loan-Out Company"** is a legal entity used by Above-the-Line Personnel and Crew to contract their services to the Production.
 14. **"Oklahoma Loan-Out Company"** is a Loan-Out Company with an active registration to do business in the State of Oklahoma as a domestic or foreign entity and that either reports payments received for the Production as Oklahoma earnings for the artist on an IRS Form W-2 or is considered a disregarded entity for federal income tax purposes.
 15. **"Oklahoma City Resident"** means a natural person who has resided in the Oklahoma City Metropolitan Statistical Area as defined by the United States Census Bureau at least six (6) months prior to the date of hire.
 16. **"Oklahoma City Vendor"** means a seller, renter or lessor of goods or services, who charges and remits to the Oklahoma Tax Commission, Oklahoma City sales tax under an Oklahoma Sales Tax Permit on taxable transactions.
 17. **"Payroll Burden"** means employer-paid taxes and payroll-associated payments made on a specific employee's behalf by law or collective labor bargaining agreement. The term also includes the employer-paid portion of health insurance for an employee, provided such insurance was paid to an Oklahoma-based insurance company or obtained through a licensed Oklahoma insurance broker.
 18. **"Per Diem"** means fixed payments made to Crew and Above-the-Line Personnel in lieu of reimbursement for lodging/housing, meals and incidentals, up to a maximum of the Per Diem Rate allowed for the applicable location and date in the U.S. General Services Administration Per Diem Rates.
 19. **"Post-Production"** means the final activities in an Eligible Project, including but not limited to, editing, foley recording, automated dialogue replacement, sound editing, negative cutting, color correction and sound mixing.
 20. **"Pre-Production"** means the process of preparation for actual physical production which begins after an Eligible Project has received an Incentive Award Letter. Pre-Production includes but is not limited to activities such as location scouting, hiring of key crew members, and establishment of a dedicated Production office.
 21. **"Principal Photography"** means the phase of Production during which the Eligible Project is actually filmed, as distinguished from Pre-Production and Post-

Production. Principal Photography days refer to the number of days filmed by the Production Company with the director and lead actors usually present.

22. **"Producer"** means any individual who receives an on-screen Producer credit including but not limited to any of the following titles: Producer, co-producer, line producer, executive producer, co-executive producer, associate producer, supervising producer, post producer, or visual effects producer.
23. **"Production"** is a project to make a Feature Film, Scripted Television Series, Scripted Television Pilot or Reality Program.
24. **"Production Budget"** means the budget used by the Production Company and shall include, but is not limited to Above-the-Line Costs including wages, and Below-the-Line Costs including Post-Production, insurance, rights, and music and clip licensing fees. Production Budget shall include wages, goods, and services performed and incurred within and outside of Oklahoma City. It does not include costs which are not directly associated with the Pre-Production, Production or Post-Production of the project, such as: distribution prints and advertising, marketing, film festival participation, financing or distribution costs such as theater rentals and DVD manufacturing.
25. **"Production Company"** means a person or company who produces film for exhibition in theaters, on television or the Internet, is the legal entity responsible for the Production, and is a party to this Agreement.
26. **"Production Facility"** means any facility whose primary usage is for the production of Eligible Projects and shall include the Downtown Oklahoma City Film Studio.
27. **"Production Period"** means the period beginning with Pre-Production and ending upon completion of Post-Production.
28. **"Project"** means the Production of the Feature Film which is the subject of this Agreement and being Produced by KEEPQUIETMOVIE, LLC, pursuant to the terms and conditions of this Agreement.
29. **"Project Manager"** means the City's Economic Development Project Manager, Joanna McSpadden. The City shall inform Developer of any change in the designee by correspondence and may change said designation from time to time.
30. **"Qualified Expenditures"** means the amounts paid or incurred in the Pre-Production, Production and Post-Production of an Eligible Project in the City of Oklahoma City which shall include payments for:
 - a. amounts paid or incurred to purchase, rent or lease tangible personal property from Oklahoma City Vendors, including but not limited to expenditures for hotel and motel rooms, restaurants and catering, car rentals and other retail expenditures;
 - b. wages or salaries of Crew members who have earned income from working on an Eligible Project, including Per Diem expenditures and payments to an Oklahoma Loan-Out Company with respect to the services of qualified performing artists;
 - c. the cost of construction within the boundaries of Oklahoma City;
 - d. the cost of photography, sound synchronization, and lighting;
 - e. the cost of editing; and
 - f. other direct costs approved by the Trust.

31. **"Salary Costs"** are those salaries and wages designated as Oklahoma City earnings and associated Payroll Burden, Per Diem and housing allowance.

SECTION II. PROJECT SILENCE FEATURE FILM PROJECT

A. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which the Trust will provide public assistance in the form of pay-for-performance film incentives to the Production Company and the Production Company shall produce a Feature Film as set forth herein. The parties acknowledge and agree that the "Whereas" recitals set forth above are a material part of this Agreement and are incorporated herein by reference.

B. The Project. The Production Company proposes to produce a Feature Film. The Foundation has calculated that the film will generate approximately \$522,584 in Qualified Expenditures.

SECTION III. OBLIGATIONS OF PRODUCTION COMPANY

A. No Pornography. Production Company certifies that the Feature Film shall not include Production which is "child pornography" or "obscene material" as those terms are defined in subsections A and B of Section 1024.1 of Title 21 of the Oklahoma Statutes. Should any court of law within the State of Oklahoma determine that the Feature Film includes "child pornography" or "obscene material," Production Company shall, within thirty (30) days of any final judgment, return in full to the Trust any amount of Film Incentive paid by the Trust.

B. Production Facility. Production Company's main Production Facility shall be located in the City of Oklahoma City.

C. Principal Photography. Production Company certifies that at least 50% of Principal Photography shall occur within the City of Oklahoma City.

D. Reallocation of Limited Resources. Production Company shall begin the Principal Photography in Oklahoma City within 180 calendar days of the effective date of this Agreement. Funds available for film incentives are limited; therefore, the Trust reserves the right to reallocate funds from Production Company to another project that is ready to film, if Production Company cannot meet this deadline. Should Principal Photography not begin within 180 days of the effective date of this Agreement, it is within the Trust's sole discretion to terminate this Agreement upon providing notice of said intent to the Production Company.

E. Recognition of Film Incentive. Production Company shall place a logo and credit on the Production that identifies the City of Oklahoma City as the site of filming and that promotes Oklahoma City.

F. Sales Tax Exemption. Production Company shall not be eligible to receive both a Film Incentive from the Trust as provided herein if Production Company has received an exemption under Oklahoma law from state and local sales taxes provided for motion picture and television production companies. If the Production Company has received such an exemption from sales taxes and submits a Final Application, the Production Company shall be required to fully repay the amount of the exemption to the Oklahoma Tax Commission. A claim for payment of a Film Incentive from the Trust shall include

documentation from the Oklahoma Tax Commission that repayment has been made as required herein or shall include an affidavit from the Production Company that the company has not received an exemption from state and local sales tax.

G. Corporate Certification. The Production Company certifies that it is a limited liability company duly organized and existing under the laws of the State of Florida. Additionally, the Production Company certifies that it is authorized to conduct business and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Production Company.

H. No Pending Actions. To the knowledge of the undersigned representative of the Production Company, there is not currently any pending action, suit, or investigation, nor is any such action threatened which, if adversely determined, would materially adversely affect the Production Company or the Project or impair Production Company's ability to carry on its business substantially.

I. No Collusion. The Production Company certifies that it has not given nor will it give any officer, employee or agent of the Trust, the Foundation, Alliance for Economic Development of City of Oklahoma City, or the City, any money or other form of consideration in exchange for obtaining this Agreement. The Production Company further represents that, to its best knowledge and belief, no officer, employee or agent of the Trust, the Foundation, Alliance for Economic Development of Oklahoma City, or the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.

SECTION IV. DOCUMENTATION REQUIREMENTS FOR QUALIFYING EXPENDITURES

A. Film Incentive Amount. Production Company conditionally qualifies for a Film Incentive in an amount not to exceed \$26,129 upon meeting the terms and conditions set forth in this Agreement.

B. Final Application. Within 90 days of completion of production, Production Company shall file a Final Application with the Project Manager requesting payment of the Film Incentive. Included with the Final Application, Production Company shall submit a certification from a third-party auditor, that Production Company shall retain at its own cost, from the State of Oklahoma - approved list of film industry certified public accountants, certifying that that Production Company has spent at least \$522,584 in Qualified Expenditures, which expenditures are dated no earlier than January 5, 2024, and that Production Company has met the requirements set forth herein. No payment of the Film Incentive shall be made by the Project Manager until the third-party auditor certifies that these terms have been met. At a minimum, Production Company shall provide the following documentation to the third-party auditor:

1. Receipts and contracts verifying: Oklahoma City expenditures and service industry relationships, including total Oklahoma City expenditures subject to sales tax, total expenditures for Oklahoma City hotels and motel rooms

and number of room nights, and total Oklahoma City car rental expenditures; and

2. The number and percentage of Crew members which are Oklahoma City Residents, total hours worked by Oklahoma City Residents, and total amount of wages paid to Oklahoma City Residents. The qualifying salary of Above-the-Line Personnel may be included as Crew members if the salaries are paid to Oklahoma Loan-Out Companies registered to do business in the State of Oklahoma or the salaries are paid to Above-the-Line Personnel. The qualifying salary of Above-the-Line Personnel shall not comprise more than the Above-the-Line Personnel Limitation of twenty-five percent (25%) of Qualified Expenditures; and
3. The total amount of Per Diem paid, number of shooting days that Per Diem was provided, and number of non-Oklahoma personnel; and
4. The amounts paid to vendors and contractors directly relating to the Production. The amounts reported should be itemized by each vendor and contractor and identify the Oklahoma City Vendors; and
5. The amount of other Production costs incurred within Oklahoma City directly relating to the Production; and
6. Proof of Production Budget.

C. Qualified Expenditure Requirement. Should the Production Company fail to provide documentation supporting Qualified Expenditures of at least \$522,584 the Film Incentive shall be reduced proportionally. By way of example, if Production Company documents only \$500,000 in Qualifying Expenditures, the available Film Incentive shall be reduced from \$26,129 to \$25,000. No Film Incentive shall be available to the Production Company should it not document at least \$500,000 in Qualified Expenditures.

D. Other Requirements. Production Company shall provide documentation to support that it has met the requirements of Section III (B, C, E, and F) herein. Should Production Company be unable to comply with these other requirements or provide documentation showing compliance, the Trust in its sole discretion may further reduce the amount of the Film Incentive.

E. The Final Application and all supporting documentation shall be provided to the Project Manager within ONE YEAR of the Effective Date of this Agreement (“Deadline”). Should the Project Manager not receive the Final Application and supporting documentation within ONE YEAR of the Effective Date of this Agreement, the Production Company shall not qualify for the Film Incentive. The Effective Date of this Agreement is the date on which the Trust approves the Agreement. Should the Production Company, due to circumstances beyond its control, require additional time in which to submit the Final Application and supporting documentation to the Project Manager, it shall file a written request with the Project Manager at least 90 calendar days prior to the Deadline explaining the reason for delay and the amount of time extension being requested. It is within the Project Manager’s sole discretion to grant any extension but said extension shall not exceed three (3) months. Any request for an extension of more than three (3) months must be submitted to the Trust for its consideration as a possible amendment to this Agreement. Such a request to the Trust must be received by the Project Manager within the timeframe as set forth in this Section IV(E) - 30 days prior to the Deadline.

SECTION V. CONCURRENCE OF THE CITY

The effective date of the Agreement shall be the date approved by the Trust. If the Trust approves the Agreement, the Agreement shall be submitted to the City Council for its “advisory concurrence” in accordance with Article IX of the OCEDT Trust Indenture. In the event that the City should not provide its “advisory concurrence,” the Trust and Production Company shall attempt to resolve any substantive issues raised by the City, and the Trust and Production Company shall determine whether any amendment to the Agreement is necessary.

However, under no circumstances does or shall the City incur any financial obligation to Production Company under this Agreement. The City, by and through its advisory concurrence, acknowledges that the Trust and Production Company are relying on the City’s continued moral commitment to use available funding, as authorized, for payment to Production Company.

SECTION VI. NOTICES AND DEMANDS

NOTICES. All notices and other communications required, permitted, or contemplated by this Agreement (“Notices” and each a “Notice”) must be in writing, signed by the Party giving the Notice, and sent using the contact information below. “Notify” and “Notifying” means to give Notice as required by this Section. Notices must be sent by: (1) hand-delivery in return for a receipt; (2) United States mail with postage prepaid; (3) nationally recognized overnight courier service; or (4) email, so long as the intended recipient acknowledges by email or other writing as having received the Notice (with an automatic “read receipt” not constituting acknowledgment). A Notice is effective on the earlier of: (1) the date of actual delivery; or (2) for mailed Notices (without a return receipt), three Business Days after the date of mailing. However, if the receipt of Notice is refused, the Notice is effective upon attempted delivery. Either Party may change its contact information by Notifying the other Party as required by this Section. Notwithstanding the foregoing, Notices advising the other Party of a breach of this Agreement must be sent by: (1) hand-delivery in return for a receipt; (2) certified United States mail, return receipt requested with postage prepaid; or (3) nationally recognized overnight courier service. Such Notices are effective on the date of actual delivery. However, if receipt of the Notice is refused, the Notice is effective upon attempted delivery.

Notices to the Production Company will be addressed as follows:

KEEPQUIETMOVIE, LLC
Attn: Angelia Adzic
1229 SW 19th Street
Miami, FL 33145
Email Address: angelia@randomixproductions.com

Notices to the Trust will be addressed as follows:

Oklahoma City Economic Development Trust
Attn: Craig Freeman, City Manager
200 North Walker Avenue, 3rd Floor

Oklahoma City, OK 73102
Phone Number: 405-297-2345
Email Address: citymanager@okc.gov

with a copy to:

Oklahoma City Economic Development Trust
Attn: Secretary
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
Phone Number: 405-297-2391
Email Address: cityclerk@okc.gov

with a copy to its attorney:

Amy Douglas
Assistant Municipal Counselor
200 North Walker Avenue, 4th Floor
Oklahoma City, Oklahoma 73102
Phone Number: 405-297-3793
Email Address: amy.douglas@okc.gov

SECTION VII. DEFAULT, REMEDIES, TERMINATION

A. IN GENERAL.

Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, or any successor to such Party, such Party (or successor) shall, upon written notice, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. However, if any such default or breach is one not reasonably susceptible of being cured within thirty (30) days, and the breaching Party is diligently pursuing a cure of such default or breach, the time for curing may be extended in the sole discretion of the Trust. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within thirty (30) days of notice of the default or breach (as may be extended as set forth in the prior sentence), the aggrieved Party or Parties may terminate this Agreement pursuant to this Section VII and/or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including either compelling specific performance by the Party in default or breach of its obligations, reducing the amount of Film Incentive as set forth in Section IV(C) and/or (D); or seeking damages.

B. TERMINATION BY PRODUCTION COMPANY.

In the event that:

1. Prior to receiving the Film Incentive, the Production Company provides written Notice to the Trust that Production of the Feature Film has been cancelled or Production Company is unable to meet the terms and conditions set forth in this Agreement, then this Agreement may be terminated at the option of the Production Company upon written Notice thereof to the Trust; or
2. The Trust shall fail to perform any of its covenants or obligations to be performed hereunder, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Production Company, then this Agreement may, at the option of the Production Company, be terminated by written Notice thereof to the Trust.

C. TERMINATION BY THE TRUST.

Should the Production Company:

1. violate the terms of Section III(A) of this Agreement; or
2. not begin Principal Photography within 180 days of the effective date of this Agreement; or
3. not submit the Final Application and supporting documentation in accordance with the provisions of Section IV(E) herein; or
4. fail to comply with the nondiscrimination clause set forth herein at Section VIII(B); or
5. fail to document at least \$500,000 in Qualified Expenditures

then this Agreement may, at the option of the Trust, be terminated by written Notice thereof to the Production Company in accordance with Section VII(A) herein.

D. RIGHTS AND REMEDIES CUMULATIVE.

The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the Party. Notwithstanding the provisions of Section VII(C) herein, the Trust's rights and remedies for Production Company's breach of the obligations set forth in this Agreement, shall be limited to the right to reduce the Film Incentive in accordance with Sections IV(C) & (D) herein, compel specific performance, or seek damages, however, the Trust shall not have any right to enjoin or restrain the production, distribution or exhibition of the Project, its

advertising, marketing, promotions and/or publicity, or other motion picture produced pursuant to the provisions of this Agreement.

SECTION VIII. GENERAL AND MISCELLANEOUS PROVISIONS

A. CONFLICT OF INTERESTS; PUBLIC REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the Trust, Foundation or the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is interested, directly or indirectly. No member, official, or employee of the Trust, Foundation or the City shall be personally liable to the Production Company, or any successor in interest, in the event of any default or breach by the Trust or the City for any amount which may become due to the Production Company or successor on any obligations under this Agreement.

B. EQUAL EMPLOYMENT OPPORTUNITY.

Production Company, for itself and its successors and assigns, agrees that during the Production of the Feature Film:

1. Production Company shall not discriminate against any employee or applicant for employment because of age, disability, race, color, religion, sex, or national origin. Production Company agrees to take action as may be necessary to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, disability, race, color, religion, sex, or national origin. Such action will include the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Production Company agrees to post federally required notices setting forth the provisions of this nondiscrimination clause in conspicuous places available to employees and applicants for employment. Such notices will be provided by the Trust or the City upon request.
2. All solicitations or advertisements for employees placed by or on behalf of Production Company shall state that all qualified applicants will receive consideration for employment without regard to age, disability, race, color, religion, sex, or national origin.
3. [INTENTIONALLY OMITTED]
4. Production Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and the Secretary of Labor's rules, regulations, and relevant orders.
5. In the event of Production Company's noncompliance with the non-discrimination clauses set forth in subparagraph (1) and (2) above, this

Agreement may be suspended, canceled or terminated by the Trust; *provided* that the Trust shall not be entitled to suspend, cancel or terminate this Agreement pursuant to this Section unless and until it provides written Notice of such alleged default or failure to the Production Company and the Production Company fails to cure such default or failure within sixty (60) days following receipt of such written Notice. The Trust may declare Production Company ineligible for further contracts or agreements on other Productions should Production Company fail to comply.

6. Production Company shall include the provisions of this Subsection in every contract or purchase order that is entered into after the date of full execution of this Agreement dealing with the Production of the Feature Film and will require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

C. OTHER FEDERAL REQUIREMENTS.

With respect to any obligation imposed on the Production Company by this Agreement and to the extent funds or resources are provided for the Production of the Feature Film utilizing federal programs, the Parties agree that they will comply with all of the requirements applicable to such programs.

D. INTERPRETATION.

The Parties intend for this Agreement to be read as a whole such that the requirements in one part and not mentioned in another will be executed to the same extent and purpose as though required by all. The misplacement, addition, or omission of a word or character will not change the intent of any part from that set out in this Agreement as a whole. The titles and headings in this Agreement are for convenience of reference only and do not constitute a part of it or affect its interpretation. The Exhibits attached to this Agreement will be construed with and as an integral part of this Agreement to the same extent as if they had been set out in this Agreement. The use of the words "including," "include," and "included" is intended to imply that the list or words following it are illustrative and not exclusive.

E. INDEPENDENT CONTRACTOR.

Production Company shall remain an independent contractor in all respects and not an agent, representative, or employee of the City or the Trust. Production Company has the exclusive authority and right to direct, supervise, and control performance of the work contemplated by this Agreement.

F. TITLES OF ARTICLES AND SECTIONS.

Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

G. CHOICE OF LAW; JURISDICTION AND VENUE.

The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any Claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma County, Oklahoma. The Parties submit to that jurisdiction and venue for all purposes.

H. ENTIRE AGREEMENT; AMENDMENTS TO AGREEMENT.

This Agreement, including its Exhibits and documents delivered by its terms and incorporated in it, constitutes the entire Agreement between the Parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the Parties are superseded by this Agreement. This Agreement may not be supplemented or modified except in a written agreement properly executed by the Parties. All Exhibits and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

I. RELATIONSHIP OF THE PARTIES; THIRD-PARTY BENEFICIARIES; RIGHTS OF THE PUBLIC ENTITIES.

This Agreement does not create and will not be construed as creating an agency, partnership, joint venture, or employment relationship between the Parties. This Agreement is for the benefit only of the Parties and their respective successors and permitted assigns. No other Person is entitled to rely on this Agreement, receive any benefit from it, or enforce any provision of it against any Party to it. Rights accruing to the Trust or the City may be exercised and enforced jointly or severally.

J. WAIVER.

The terms of this Agreement may be waived only by a written document executed and delivered by the waiving Party to the other Party. No course of dealing between the Parties, delay in the exercise of any rights under this Agreement, or failure to object to any action or omission constitutes a waiver of any term of this Agreement. A waiver of any term of this Agreement will not constitute a continuing waiver of that term.

K. SEVERABILITY.

If any provision of this Agreement is determined to be to any extent invalid, illegal,

or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

L. NO PRESUMPTION AS TO DRAFTER.

In the construction and interpretation of this Agreement, the rule that a document is to be construed most strictly against the Party who prepared it does not apply because both Parties participated in its preparation.

M. ATTORNEYS' FEES.

In the event either Party to this Agreement is compelled to file suit to enforce the terms of this Agreement, the Party prevailing in such litigation, in addition to all other relief granted by the court, will be entitled to the payment by the losing Party of all expenses, court costs, and reasonable attorneys' fees incurred by the prevailing Party in such litigation.

N. FURTHER ASSURANCES.

The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and their intentions.

O. SURVIVAL.

The following Sections of this Agreement will survive termination of it: Section titled *Indemnity*; Section titled *Independent Contractor*; and any other Section that by its nature is intended to survive termination.

P. AUTHORITY.

Each Party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

Q. TIMING; IMPACT OF WEEKENDS AND HOLIDAYS.

If the last day of any time period falls on a Saturday, Sunday, or legal holiday, then the duration of the time period shall be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday.

R. COUNTERPARTS.

This Agreement is executed in multiple counterparts, each of which shall constitute an original of this instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

S. BINDING EFFECT.

To the extent that there are successors, heirs or assigns, this Agreement will be binding on and benefit the Parties and their respective successors, heirs and assigns. All persons, to whom any interest in this Agreement might be transferred shall be bound by all terms of this Agreement, including the indemnity provisions, to the same extent as if such transferee had been an original party to it.

T. INDEMNITY.

Production Company will fully defend, indemnify, release, and completely hold harmless each Indemnified Party from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liabilities of every kind and character, litigation, court costs, reasonable outside expert fees, reasonable outside attorneys' fees, and any other associated costs of defense or resolution ("Claims" and each a "Claim") incurred by or asserted against such Indemnified Party that arise by reason of: (1) any injury to or death of any person or any damage to property occurring during Production of the Feature Film; (2) the failure by the Production Company to perform any of its obligations under this Agreement; unless caused by the Trust's sole negligence or willful misconduct. If any action, suit, or proceeding is brought against any Indemnified Party by reason of any such occurrence, Production Company shall promptly, after the Indemnified Party's written request, defend such action, suit, or proceeding at Production Company's expense with legal counsel reasonably acceptable to the Indemnified Party.

U. ANTI-ENERGY DISCRIMINATION.

As required by Oklahoma law effective November 1, 2022:

If Developer has ten (10) or more full-time employees and this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, Developer hereby certifies and verifies that its company does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

For purposes of this Agreement, the term "company" shall mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The term "boycott energy company"

shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company that engages in exploration, production, utilization, transportation, sale or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law. *See* Title 74, Oklahoma Statutes Section 12002(A).

**TRUST SIGNATURE PAGE FOR
PROJECT SILENCE FEATURE FILM PROJECT
ECONOMIC DEVELOPMENT AGREEMENT**

APPROVED by the Trustees and **SIGNED** by the Chairman of the Oklahoma City

Economic Development Trust this 23RD day of APRIL, ~~2023~~ 2024

“TRUST”

ATTEST:

**OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST, a public trust**

The seal is circular with a double-lined border. The outer ring contains the text "OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST" at the top and "OFFICIAL SEAL" at the bottom. The center of the seal features the word "SEAL" in a large, bold font, with "OKLAHOMA CITY" written in a smaller font below it.

Thuli Graham Secretary *Rhonda Hooper* Chairman

REVIEWED for form and legality.

Amy Douglas
Assistant Municipal Counselor

**THE CITY OF OKLAHOMA CITY CONCURRENCE SIGNATURE PAGE FOR
PROJECT SILENCE FEATURE FILM PROJECT
ECONOMIC DEVELOPMENT AGREEMENT**

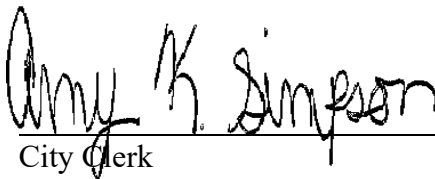
CONCURRENCE by the Council and **SIGNED** by the Mayor of The City

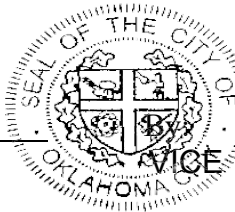
of Oklahoma City this 7TH day of MAY, ~~2023~~--2024

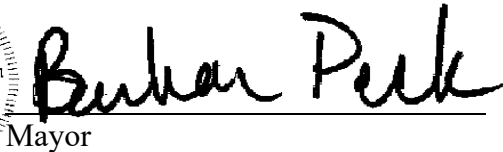
“CITY”

ATTEST:

THE CITY OF OKLAHOMA CITY,
a municipal corporation


City Clerk




Mayor

**PROJECT SILENCE SIGNATURE PAGE
FOR
ECONOMIC DEVELOPMENT AGREEMENT**

KEEPQUIETMOVIE, LLC

By: *Angelia Adzic*
Angelia Adzic
Title: President

ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Miami-Dade) ss.

This instrument was acknowledged before me on April 9th 2024,
By Angelia Adzic, in her capacity as Producer for KEEPQUIETMOVIE, LLC.

(Seal)

Joanne Cuevas
Notary Public
My Commission Expires: 7/5/25
Commission # HH 148634

