

**THE PALOMAR PARKING GARAGE PROJECT  
ECONOMIC DEVELOPMENT AGREEMENT**

**by and among**

**The City of Oklahoma City, a municipal corporation;**

**the Oklahoma City Economic Development Trust, a public trust;**

**and**

**Midtown—11<sup>th</sup> Street Parking, LLC, an Oklahoma limited liability company**

## THE PALOMAR PARKING GARAGE PROJECT ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is made and entered into by The City of Oklahoma City (“**City**”), a municipal corporation; the Oklahoma City Economic Development Trust (the “**Trust**” or “**OCEDT**”), a public trust; and Midtown—11<sup>th</sup> Street Parking, LLC (“**Developer**”), an Oklahoma limited liability company. The Effective Date of this Agreement shall be the date of its approval by The City of Oklahoma City.

### RECITALS:

**WHEREAS**, the City has adopted and approved the Amended and Restated Downtown/MAPS Economic Development Project Plan (as amended and restated, the “**Downtown Project Plan**”) pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* (the “**Act**”), which includes ad valorem tax increment district No. 2, City of Oklahoma City (“**TIF 2**”); and

**WHEREAS**, the City has adopted and approved the Classen Corridor Revitalization Project Plan (“**Classen Project Plan**”) pursuant to the Act, which includes ad valorem tax increment district D (“**TIF D**”); and

**WHEREAS**, in 2019, Oklahoma City voters approved an eight-year 1% sales tax to fund a public improvement program known as MAPS 4. More than 70% of MAPS 4 funding is dedicated to neighborhood and human needs, including \$38,000,000 dedicated to the construction of a new, permanent home for the Palomar Family Justice Center (“**Center**”) to assist children exposed to trauma, as well as victims of domestic violence, sexual assault, elder abuse, and human trafficking; and

**WHEREAS**, the Developer proposes to construct this Palomar Parking Garage Project (“**Project**”) to be located at 414 N.W. 11<sup>th</sup> Street in downtown Oklahoma City on property owned by the Developer, which will consist of 309 parking spaces, 130 of which will be dedicated for use by the Palomar Family Justice Center at no additional cost to the Center, the City, or OCEDT for a period of 30 years; and

**WHEREAS**, the Project is located within both the Downtown Project Plan and the Classen Project Plan (collectively, the “**Project Plans**”) areas; therefore, funds from tax increment districts contained in both Project Plans will be used to make the Project financially viable; and

**WHEREAS**, the Project Plans contain land that is a combination of reinvestment, enterprise, and urban renewal areas, containing locations previously determined to be blighted areas as defined in 11 O.S. § 38-101 *et seq.* Pursuant to the Act and Article X, Section 6C, of the Oklahoma Constitution, the City is authorized to use local taxes and fees for public investments, assistance in development financing, or for other public entities within the Project Plan areas; and

**WHEREAS**, on December 17, 2024 and January 28, 2025, the Trust and City, respectively, adopted a Joint Resolution authorizing the following allocations in support of the

Project: (i) \$2,221,004 from the Hotel/Commercial Development budget category from TIF 2 in the Downtown Project Plan, and (ii) \$1,605,129 from the Assistance in Development Financing budget category in the Classen Project Plan (See Exhibit A – Joint Resolution). In addition, MAPS 4 funding from The City of Oklahoma City, in the amount of \$3,543,187, will be contributed to the Project; and

**WHEREAS**, the Developer’s undertaking of the Project, made possible by the Development Incentives provided under this Agreement, advances the goals and objectives of the Project Plans through the redevelopment of unproductive property in the Project Plan areas, thereby creating opportunities for further development, expanding the tax base in the Project Plan areas, and creating additional jobs in Oklahoma City; and

**WHEREAS**, the Trust and the City deem it appropriate to approve the execution of this Palomar Parking Garage Project Economic Development Agreement (“***Agreement***”) to make possible this Project and find such approval to be in the best interest of the City, and for the health, safety, and welfare of the State, the City, and their residents. The Project is in accordance with the public purposes of the Act and within the objectives of the Project Plans.

**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 1. DEFINED TERMS**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement these words shall have the following meanings:

**1.1. Affiliate.** In relationship to the Developer, any legal entity that directly or indirectly controls, is controlled by, or is under common control with the Developer, with “control” meaning the ability to vote more than 50% of the voting securities of any entity or otherwise having the ability to direct the management and policies of any entity.

**1.2. Agreement.** This Palomar Parking Project Economic Development Agreement, as may be amended from time to time, and including the Recitals and Exhibits A-G, attached hereto.

**1.3. Concept Documents.** Developer’s preliminary plans and concepts of the Project attached hereto as Exhibit C.

**1.4. Development Incentive(s).** The incentives required to bridge a gap in financing needed to make the Project possible, which incentives are provided through an ad valorem real and personal property tax increment allocation not to exceed \$2,221,004 from the Hotel/Commercial Development budget category from TIF 2 in the Downtown Project Plan; an ad valorem real and personal property tax increment allocation not to exceed \$1,605,129 from the Assistance in Development Financing budget category in the Classen Project Plan to be paid in annual installments of Increment calculated using a base Property value of \$251,159; and \$3,543,187 from the City’s MAPS 4 fund, for a total public incentive of \$7,369,320:

- “***TIF 2 Development Incentive***” – \$2,221,004
- “***TIF D Development Incentive***” – not to exceed \$1,605,129
- “***MAPS 4 Development Incentive***” – \$3,543,187

**1.5. Indemnified Party.** Each of (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 Developer).

**1.6. Increment.** The difference between the base assessed value of the Property and the annual ad valorem real and personal property tax assessment generated by the completed Project.

**1.7. Progress Reports.** Reports of progress on construction of the Project.

**1.8. Project Completion Target.** December 31, 2026 is that date by which it is anticipated that the parking garage Project will be Substantially Complete.

**1.9. Project Manager.** Unless otherwise indicated, the Economic Development Project Manager, Joanna McSpadden, or other specifically named designee of the Trust’s General Manager. The General Manager of the Trust shall inform Developer of any change in the designee.

**1.10. Property.** The real property with a legal description as set forth in Exhibit B, located at 414 N.W. 11<sup>th</sup> Street, Oklahoma City, Oklahoma.

**1.11. Reasonable Efforts.** With respect to a particular goal, the efforts that a reasonable person in the position of the promise-maker would use to achieve that goal expeditiously. Exercising Reasonable Efforts does not include taking any actions that would, individually or in the aggregate, cause the person making the promise to incur costs, or suffer some other detriment, out of reasonable proportion to the benefits to the person making the promise under this Agreement or making any expenditure that is disproportionate or unduly burdensome or that would cause a material adverse change to a reasonable person in the position of the person making the promise. Reasonable Efforts do not include the initiation of any litigation or arbitration.

**1.12. Substantial Completion.** The completion of all work contemplated by the Concept Documents, subject only to minor “punch list” items that must be completed within 30 calendar days, as evidenced by (1) the issuance of an AIA Form Certificate of Substantial Completion by the architect-of-record; (2) the issuance of an unconditional certificate of occupancy by the City authorizing use and occupancy of the Property; and (3) the issuance of all permits required for operation of the Property as a parking garage.

**1.13. Total Capital Expenditure.** The Developer’s property acquisition costs, development costs, architectural and engineering fees, and financing costs for the redevelopment of the Property, which are expected to total \$9,764,191 unless otherwise adjusted in accordance with Section 2.3. Total Capital Expenditure shall not include any costs for utility relocations that are provided at no cost to the Developer.



## **SECTION 2. SCOPE OF ECONOMIC DEVELOPMENT PROJECT AND ECONOMIC DEVELOPMENT INCENTIVES**

### **2.1 General Description of the Project**

(a) The Project consists of the new construction of a 309-space structured parking garage to be located at 414 N.W. 11<sup>th</sup> Street in Oklahoma City, Oklahoma. One hundred thirty (130) of the Project's parking spaces shall be dedicated for use by the Palomar Family Justice Center at no cost to the Center, the City, or OCEDT for a period of 30 years. Developer acknowledges that this Agreement shall be contingent on the City's construction of the new, permanent home of the Palomar Family Justice Center at 1135 N. Hudson Avenue, Oklahoma City, Oklahoma; if the new, permanent home of the Center is constructed elsewhere, this Agreement shall be null and void upon written Notice to the Developer from the City's and Trust's General Manager. Additionally, if the new, permanent home for the Center is not confirmed for construction at 1135 N. Hudson Avenue with construction beginning on the parking garage Project by December 31, 2026, this Agreement shall be null and void upon written Notice to the Developer from the City's and Trust's General Manager.

(b) Construction of the Project is expected to commence in proper sequence and coordination with construction of the MAPS 4-funded Palomar Family Justice Center. The City, the Trust, and Developer acknowledge and agree that the relocation of the utilities that serve the Project and easements for such utilities must be completed by the City prior to the commencement of the Project. The City shall notify Developer upon the completion of such relocation, and Developer shall commence construction of the Project within three (3) months after receipt of such notification ("Construction Commencement Date"). The Project is expected to be completed on or before completion of the Center, the Project Completion Deadline. This Agreement establishes a Project Completion Target of December 31, 2026.

(c) Staff from the Alliance for Economic Development of Oklahoma City and the City's Finance Department have reviewed the proposed financials for the Project and have verified that the Project would probably not be possible but for the Development Incentives. The Project also includes additional design features for the benefit of the Palomar Family Justice Center to include compatible access control systems, secondary access gates for the 130 designated spaces, solid wall to prevent access and limit visibility into the Palomar Family Justice Center and its backyard/courtyard, and a retaining wall.

### **2.2 The Property to Be Developed**

The parties agree that, based on the records of the Oklahoma County Assessor, the present Taxable Market Value of the Property prior to redevelopment is \$251,159. When completed, it is anticipated the Property will have a Taxable Market Value in excess of \$4,500,000.

## **2.3     The Development Incentives**

(a) By Joint Resolution fully adopted on January 28, 2025, the Oklahoma City Economic Development Trust and The City of Oklahoma City approved a budgetary allocation in an amount not to exceed \$2,221,004 from the Downtown Project Plan TIF 2's Hotel/Commercial Development budget category, and a budgetary allocation in an amount not to exceed \$1,605,129 from the Classen Project Plan TIF D's Assistance in Development Financing budget category, in support of the Palomar Parking Garage Project. Additionally, on April 3, 2025, the MAPS Citizens Advisory Board recommended that \$3,543,187 from MAPS 4 funds be approved for the parking garage Project. All three sources of funds make up the total Development Incentive. By approving this Agreement, the City is approving the use of \$3,543,187 in MAPS 4 funding for the parking garage Project as well.

(b) Developer agrees to construct the Project in a manner consistent with the Concept Documents attached as Exhibit C. The Developer is solely responsible for all construction methods, techniques, and procedures employed by Developer, its agents, contractors, and subcontractors in connection with the Project. Developer shall promptly notify the Project Manager in writing if there is a material change in the Project which does not conform to the Concept Documents.

(c) Developer agrees that if the Project Manager believes that there has been a material change to the Project, the Project Manager will inform the Trust and seek guidance as to whether the Agreement will be either amended or terminated. For purposes of this Section, "material change" means (i) a significant and substantial change in the overall character, quality or appearance of the Project; (ii) changes that would result in an overall decrease of more than five percent (5%) of the construction cost of the Project, which construction cost (exclusive of land acquisition costs and developer fees) is estimated to be \$9,764,191; or (iii) the exclusion of any one or more of the Project features listed in Section 2.1 of this Agreement.

(d) The parties agree that in the event the actual Total Capital Expenditure made or caused by Developer is more than five percent (5%) less than \$9,764,191, the Development Incentives will be reduced proportionately. By way of example, if the actual Total Capital Expenditure is 6% less than \$9,764,191, then the Development Incentive allowed under this Agreement will be reduced by 1%. In the event the actual Total Capital Expenditure is 10% less than \$9,764,191, the Development Incentives allowed under this Agreement will be reduced by 5%. This means that the Developer may not receive the full TIF D Development Incentive to which it might have otherwise been entitled. There will be no increase in the Development Incentives allowed in the event that Total Capital Expenditure exceeds \$9,764,191.

(e) Depending upon development needs within the Classen Project Plan area, the City may decide to activate TIF D at any time it so chooses. However, if the City has not activated TIF D before the Developer is desiring such activation, the Developer shall provide Notice to the City and Trust pursuant to Section 5.1(a) herein, that it is requesting activation of TIF D. The Developer shall provide said Notice no later than 60 days prior to the requested activation date. Upon activation by the City and notice to the County, the Oklahoma County Assessor will be required to determine the base assessed value in accordance with Section 862 of the Local Development

Act, within ninety (90) days of the activation date of TIF D. Before completion of the Project, the Developer shall work with the County Assessor to ensure that the Property and the Project will be reassessed and subject to an annual ad valorem tax assessment.

(f) In consideration of the Developer donating land for the Palomar Family Justice Center (valued at approximately \$3.5 million), providing the land for the Palomar Parking Garage Project (valued at approximately \$1.4 million), waiving the Developer's fee (estimated at \$470,000), constructing the Project, and providing 130 of the Project's 309 parking spaces for use by the Palomar Family Justice Center, the City and Trust agree to provide the Development Incentives described in subsections 2.3(g) and 2.3(h) below. The Development Incentives shall be contingent on the Developer's donation of land to the City for the Palomar Family Justice Center prior to or within ninety (90) days of the Effective Date of this Agreement.

(g) So long as the Developer is in compliance with this Agreement, MAPS 4 and Downtown Project Plan TIF 2 funds will be provided as follows:

- (i) MAPS 4 funds totaling \$3,543,187 will be held by the City and provided to the Developer in installments as work on the Project is completed and upon receipt of contractor applications for payment from the Developer. The Project Manager will make every effort to complete payment within two (2) weeks of receipt of valid contractor applications for payments and all supporting invoices and documentation, and in any event each payment shall be made within thirty (30) days after Project Manager's receipt of valid contractor applications for payments and all supporting invoices and documentation.
- (ii) Downtown Project Plan TIF 2 funds totaling \$2,221,004 will be held by OCEDT and, after the MAPS 4 funds have been exhausted, will be provided to the Developer in installments as work is completed and upon receipt of contractor applications for payment from the Developer. The Project Manager will make every effort to complete payment within two (2) weeks of receipt of valid contractor applications for payments and all supporting invoices and documentation, and in any event each payment shall be made within thirty (30) days after Project Manager's receipt of valid contractor applications for payments and all supporting invoices and documentation.

The parties acknowledge and agree that the combined \$5,764,191 from MAPS 4 and Downtown Project Plan TIF 2 funds constitute the proceeds of a 30-year, no-interest, forgivable loan, subject to the terms and conditions set forth in the loan agreement attached hereto as Exhibit D. Said loan shall be secured by the promissory note attached hereto as Exhibit E, and the mortgage instrument attached hereto as Exhibit F. The loan, promissory note, and mortgage shall be fully executed prior to the advance of any MAPS 4 or Downtown Project Plan TIF 2 funds to the Developer.

(h) Upon completion of Project construction and issuance of a Certificate of Completion, the Developer will be eligible for annual payments not to exceed a total of \$1,605,129 from the Classen Project Plan's TIF D in accordance with the following schedule:

- (i) Years 1-10: the Development Incentive shall be 95% of the ad valorem tax increment generated by the Project.
- (ii) Years 11-15: the Development Incentive shall be 80% of the ad valorem tax increment generated by the Project.
- (iii) Years 16-25: the Development Incentive shall be 50% of the ad valorem tax increment generated by the Project.

(i) The parties acknowledge and agree that the combined \$7,369,320 from MAPS 4 funds, Downtown Project Plan TIF 2 funds, and Classen Project Plan TIF D funds constitute consideration for lease of the Project's 130 spaces of dedicated parking for the Palomar Family Justice Center for a term of thirty (30) years, with four (4) five-year renewal periods. During the four (4) five-year renewal periods, the Center will have the option to renew at then-market rates. Said lease is evidenced by the Parking Garage Lease Agreement between Midtown—11<sup>th</sup> Street Parking, LLC, and Oklahoma City Family Justice Center, Inc., the form of which is attached hereto as Exhibit G (as the same may be amended from time to time, "***Parking Garage Lease Agreement***"). A fully executed Parking Garage Lease Agreement shall be provided to the Project Manager prior to the advance of any MAPS 4 or Downtown Project Plan TIF 2 funds to the Developer.

(j) In no event shall the Developer be entitled to receive TIF D Development Incentive payments for amounts in excess of the amounts of ad valorem tax increment received by the Trust or City from the County associated with the Property during the life of the Classen Project Plan's TIF D.

### **SECTION 3. REQUIREMENTS OF DEVELOPER AND TRUST**

#### **3.1 Requirements of Developer Before Being Entitled to TIF D Development Incentives**

(a) The Developer shall use Reasonable Efforts to diligently proceed and maintain timely and progressive work on the Project until Substantial Completion. The Developer is expected to use Reasonable Efforts to Substantially Complete the Project by the Project Completion Deadline, subject to extension due to: force majeure events as set forth in Section 10.4 of this Agreement; extensions due to the Trust as set forth in this Section 3.1; and/or any granted requests by the Developer to extend the Project Completion Deadline as set forth in this Section 3.1. Although it is not anticipated, and is discouraged by the Trust, Developer may extend the Project Completion Target, on a one-time basis only for a period of time not to exceed six (6) months by giving written notice thereof to the Project Manager. The request shall be in writing, shall explain the need for the extension, and shall be submitted to the Project Manager not less

than ninety (90) days prior to the Project Completion Deadline. Extension of the Project Completion Target may result in a reduced TIF D incentive amount being provided to the Developer, depending upon the date of activation of TIF D by the City.

Any further extensions shall only be allowed as approved in writing by the Trust. This extension will also extend the date by which the Property will go on the ad valorem tax rolls as a completed project by the same amount of time, and therefore could result in a reduction in the amount of the TIF D Development Incentive available for the Project. The Trust may grant or withhold its consent to further extensions in its reasonable discretion alone. Nothing herein shall be construed to mean the Developer has failed to perform its duty to use Reasonable Efforts to complete the Project by the Project Completion Deadline solely due to the fact Developer does not complete the Project by the Project Completion Deadline.

In the event that timely performance by the Trust of any of its obligations set forth in this Agreement, delays performance of construction and development, the time for completion of the Project will be extended for the period of the delay caused by the Trust; provided, that the Developer shall notify the Trust in writing, within ten (10) days after the beginning of any such delay. Said notice shall describe the problem and its causes and claim an extension for the period such delay continues.

(b) The Developer shall complete the conditions listed below in order to obtain a Certificate of Completion from the Trust. Such certification by the Trust shall be a conclusive determination that the Project is Substantially Complete. No Development Incentive payments from TIF D shall be owed to the Developer until these requirements have been met:

- (i) Developer shall complete construction of the Project in substantial conformance with the Concept Documents.
- (ii) Developer shall have submitted necessary vendor forms required by the City and valid contractor applications for payments and all supporting invoices and documentation on forms required by the Trust for payment of the Development Incentives to Developer and such forms have been accepted by the Project Manager, which acceptance shall not be unreasonably withheld; and
- (iii) Developer shall have provided reasonably satisfactory documentation in a form reasonably acceptable to the Project Manager evidencing the Total Capital Expenditure; and
- (iv) Developer shall have conducted a walk-through of the completed Project with the Trust General Manager and/or Project Manager; and
- (vi) Developer shall have designed, purchased, and attached a plaque or monument to the Palomar Parking Garage, in a location that is viewable by the general public, that acknowledges the assistance in development

financing (economic development incentives) and MAPS 4 funds provided by the City and OCEDT.

(c) On or before July 15<sup>th</sup> of each year that Developer is eligible for a TIF D Development Incentive payment, Developer shall submit to the Project Manager an invoice requesting a TIF D Development Incentive payment using the formula provided herein. This invoice must include at least: (1) the amount of the TIF D Development Incentive payment requested; (2) the amount of the ad valorem tax assessment on the Property paid by Developer for the previous year (excluding personal property taxes paid), and (3) the total aggregate amount of Development Incentive payments made to Developer as of the date of the request. Should the Project Manager, in his/her reasonable discretion, request additional documentation or disapprove all or a portion of any invoice, the Developer agrees to provide additional documentation sufficient to demonstrate the invoice should be paid, in whole or in part. The payment requested on the invoice shall be as set forth in Section 3.2(b). The Project Manager shall use Reasonable Efforts to review and pay an invoice within 30 days of receipt, so long as all required information has been provided by the Developer.

### **3.2 Obligation of the Trust to Provide Assistance in Development Financing Payments Upon Developer Meeting Contractual Obligations**

(a) Certificate of Completion. Within 30 days after Developer has satisfied each of the conditions set forth in subsection 3.1(b) above, the Project Manager shall furnish to Developer a “Certificate of Completion” (herein so called) certifying that Developer has met its construction and development requirements for the Project in this Agreement.

(b) Development Incentive Payments for Completion of the Project. After issuance of the Certificate of Completion and reassessment by the Oklahoma County Assessor, the Trust shall make annual TIF D Development Incentive payments to Developer as set forth below. To receive the TIF D Development Incentive, the Developer shall submit an invoice to the Project Manager in the form and manner described in Section 3.1(c) above. The TIF D Development Incentive shall be 95% of the ad valorem tax Increment generated by the Project and paid to the City annually beginning the first year after reassessment by the Oklahoma County Assessor and continuing for years (10) years. Thereafter, the TIF D Development Incentive shall be reduced to 80% of the ad valorem tax Increment generated by the Project and paid to the Trust or City annually, for years 11-15, following reassessment. Thereafter, the TIF D Development Incentive shall be reduced to 50% of the ad valorem tax Increment generated by the Project and paid to the Trust or City annually, for years 16-25, following reassessment. In no event shall Development Incentives be paid after the expiration of TIF D. The total TIF D Development Incentive shall not exceed \$1,605,129. In no event shall the Developer be entitled to receive the TIF D Development Incentive payment for an amount in excess of that amount of ad valorem tax Increment received by the Trust or City associated with the Property during the life of TIF D. The City has no duty to pay the TIF D Development Incentive should the County not pay the Trust or City the Increment associated with the Project. In the event that, at any time, the County does not pay the Trust or City all, or any portion of, the Increment associated with the Project and the Developer has timely remitted all ad valorem taxes due and owed to the County pursuant to 68 O.S. Section 2913, the City or Trust and Developer shall work together in good faith, with the Oklahoma County

Assessor, to recover such (non)payment. After working together in good faith, if the County does not remit to the City or Trust the Increment that was timely paid by the Developer, the Developer may pursue any legal remedies necessary to obtain recovery at Developer's sole cost. Further, if Developer does not complete the Project by the Project Completion Target and the City has already activated TIF D, the Developer may not be entitled to the full 25 years of Increment.

### **3.3 Assignment of Development Incentives**

In addition to the Development Incentives provided to Developer under this Agreement, Developer requires additional construction-related financing to complete the Project. If, during Developer's process of securing financing necessary to complete the Project, the primary commercial lender or bank requires Developer to secure a method for payment of the possible Development Incentive payments to be made to the commercial lender or bank, the Trust is willing to consent to and comply with an assignment agreement between Developer and the commercial lender or bank, but only to the extent the assignment relates to the payment of a Development Incentive earned by Developer upon satisfaction of the requirements in this Agreement and only if approved by the Municipal Counselor's Office for the City of Oklahoma City in its reasonable discretion. Further, in the event the Developer defaults on its obligations to complete the Project, the Trust agrees to allow the commercial lender or bank, or its assigns, to be substituted for Developer under this Agreement, provided that Developer voluntarily consents to the substitution and provided that the commercial lender or bank, or its assigns, agree to complete the Project subject to same terms and conditions set forth in this Agreement.

## **SECTION 4. DELIVERY OF CONSTRUCTION DOCUMENTS AND PROGRESS REPORTS – TIME FOR CERTAIN ACTS BY DEVELOPER**

### **4.1 Submission of Concept Documents**

The Trust and the Project Manager acknowledge receipt of Developer's the Concept Documents attached hereto as Exhibit C. Developer acknowledges the allocation of TIF funds for the Project was based on the conceptual development of the Project, including the elements and features referenced in Section 2.1 as made in the Developer's public presentation to the Trust and City Council. Developer shall complete the Project in a manner consistent with the Concept Documents and the Construction Documents as described in Section 4.2.

### **4.2 Construction Documents**

Upon the request of the Project Manager or Trust Manager, Developer shall provide for inspection and review by the Project Manager, construction-related documents including the following: (i) drawings and other documents illustrating the design, scale, and relationship of the Project, structural, mechanical, plumbing, and electrical systems, materials, colors, and other project essentials and components, (ii) construction contracts approved by Developer and Developer's architect and engineers and issued to a contractor for construction of the Project, and (iii) evidence of title to the Property. The documents which may be requested under this Section are different and more descriptive than documents submitted by Developer to the City for issuance

of a building permit and other required construction or rehabilitation related permits. Developer shall cause all work on the Project to substantially conform to the Concept Documents in all material respects.

#### **4.3 Review and Changes to Construction Documents**

With respect to each construction document requested by the Project Manager, either the General Manager or the Project Manager may issue a written notice of disapproval to Developer within thirty (30) days after the review of such Construction Document if it is determined that construction of the Project is not in substantial conformity to the Concept Documents. On the other hand, if there is a question raised in the review that the Construction Documents are not consistent with the Concept Documents, then Developer shall meet and confer with the Trust and/or its representatives to explain and work toward resolving any discrepancy.

#### **4.4 Progress Reports**

Until construction of the Project has been completed, Developer shall make reports, in such detail, and at such times, as the Project Manager may reasonably request, including, but not limited to Progress Reports. The Developer shall provide Project Manager a final Financial Structure Verification at the time Developer requests a Certificate of Completion. However, Progress Reports shall be required no more frequent than twice annually.

### **SECTION 5. NOTICES AND DEMANDS**

#### **5.1 Notices**

(a) 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.



In the case of Developer, is addressed (or delivered personally) to:  
Midtown—11<sup>th</sup> Street Parking, LLC  
P.O. Box 2898  
Oklahoma City, Oklahoma 73101  
Attention: Chris Fleming  
Email: cfleming@rehcollc.com

with copies to:

Calvert Law Firm  
1041 N.W. Grand Blvd.  
Oklahoma City, Oklahoma 73118  
Attention: Monica J. Hoenshell  
Email: mhoenshell@calvertlaw.com

In the case of the Trust, is addressed (or delivered personally) to:

Craig Freeman  
OCEDT General Manager  
200 N. Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, Oklahoma 73102

with copies to:

City Clerk  
City of Oklahoma City  
200 N. Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, Oklahoma 73102

(b) A party may change its address by service of a notice of such change in accordance with this Section.

## **SECTION 6.**

### **PAYMENT OF TAXES AND APPLICABLE LAND USE PROVISIONS**

#### **6.1 General**

Pursuant to the Downtown/MAPS Economic Development Project Plan, the Classen Corridor Revitalization Project Plan, and the ordinances of the City, the Property and the Project shall remain controlled by applicable zoning requirements for commercial uses and shall be subject to all local and state taxes. The Developer will not request any ad valorem tax exemption or reduction for the Property during the term of TIF D.

#### **6.2 Payment of Taxes in Increment District**

Developer, its successors, heirs and assigns (including lessees and sublessee), shall pay to applicable taxing authorities, all taxes levied on or in connection with the Property.

## **SECTION 7.**

[INTENTIONALLY OMITTED]

## **SECTION 8. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

The Developer represents and agrees that its undertakings pursuant to this Agreement, are, and will be used, for the purpose of constructing, and operating the Project at the Property, and not for speculation in land holding. The Developer further recognizes:

- (a) the importance of the development of the Property in rehabilitating and revitalizing the central downtown and Classen corridor areas, which also advances the general welfare of the community; and
- (b) the substantial funding and other public assistance that have been made available by law and by the local governments to the Developer for the purpose of making the Project possible; and
- (c) the fact that a transfer of the equity interest in Developer (or of a substantial part of it), or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such equity interest or with respect to the identity of the parties in control of Developer or the degree of that control, is of particular concern to the Trust and The City; and
- (d) it is because of such qualifications and identity of the Developer that the Trust is entering into this Agreement, as opposed to any other entity, and, in so doing, is further willing to accept and rely on the obligations and commitments of the Developer for the faithful performance of all undertakings and covenants hereby required by it.

For the foregoing reasons, Developer represents and agrees for itself, its successors and assigns, that a sale, assignment or conveyance of the Property to a party that is not an Affiliate of the Developer, within thirty (30) years of the date of the Certificate of Completion of the Project is not allowed except in the following cases:

- (i) for the purpose of providing security to a lender for the purposes of obtaining financing necessary to enable Developer, or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to construction of the Project under this Agreement, and any other purpose authorized by this Agreement;
- (ii) as to any individual parts or parcels of the Property on which the Project to be constructed thereon have been completed, and which, by the terms of this Agreement, Developer is authorized to lease such Property, including, without limitation, any leases or subleases by Developer or an Affiliate of Developer, of portions of the Project to a third-party tenant; or

- (iii) unless authorized by the Trust; the purchaser/assignee assumes the loan, promissory note, mortgage, and parking lease agreement; and the purchaser/assignee forfeits any remaining payments from TIF D.

## **SECTION 9. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

### **9.1 Limitation upon Encumbrance of Property**

Prior to receipt of a Certificate of Completion, Developer shall not engage in any financing or any other transaction creating any Mortgage (a "Mortgage"), whether by express agreement or operation of law, or suffer any Mortgage on or attached to the Property or the Project, except to obtain funds only to the extent necessary for completing the Project ("Permitted Mortgage") (and except the Mortgage executed and attached hereto as Exhibit F ("TIF Mortgage")). Developer shall notify the Trust in advance of any financing that is to be secured by a Mortgage and that Developer proposes to enter into regarding the Property or the Project, and in any event Developer shall promptly notify the Trust of any Mortgage on or attached to the Property, whether by voluntary act of Developer or otherwise. Liens arising by operation of law under 42 Okla. Stat. § 142 and similar liens for work performed on or materials delivered to the Property under contracts with Developer that secure claims that are either not delinquent or being contested in good faith by appropriate proceedings and for which Developer maintains adequate reserves shall not constitute breaches of this Section. Upon Developer's request, the City and Trust shall enter into, execute and deliver a commercially reasonable subordination agreement in favor of the Holder of any Permitted Mortgage to be placed upon the Property or the Project, which shall acknowledge that the TIF Mortgage, is junior, inferior, subordinate and subject in right, title, interest, lien, encumbrance, priority and all other respects to the lien of such Permitted Mortgage, and to all collateral assignments by Developer to any Holder of such Permitted Mortgage of any of Developer's rights under the Lease, this Economic Development Agreement, or the rents, issues and profits thereof or therefrom as security for any liability or indebtedness, direct, indirect or contingent, of Developer to such Holder.

### **9.2 Copy of Notice of Default to Mortgagee**

Whenever the Trust shall deliver any notice or demand to Developer regarding any breach or default by Developer in its obligations or covenants under this Agreement, the Trust shall at the same time forward a copy of such notice or demand to Developer and to each Holder of a mortgage authorized by this Agreement at the last address of such Holder shown in the records of the Trust.

### **9.3 Mortgagee's Option to Cure Defaults**

After any breach or default of any provision of this Agreement, any Holder shall (insofar as the rights of the Trust are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default if it relates to the part of the Property or Project covered by the Mortgage) and to add the cost incurred to the Mortgage debt secured by the lien of the

Mortgage; provided, that if the breach or default is regarding construction of the Project, nothing in this Section or any other section shall be deemed to permit or authorize the Holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed all of Developer's obligations to the Trust, by written agreement reasonably satisfactory to the Trust, to complete in the manner provided in this Agreement, the Project on the Property. Any such Holder who shall properly complete the Project relating to the Property shall be entitled, upon written request made to the Trust, to a Certificate of Completion. Nothing herein shall affect the right of Developer at its discretion to undertake or continue the construction or completion of the Project upon termination of a Mortgage.

#### **9.4 Mortgage and Holder**

For the purposes of this Agreement, the term "Mortgage" means any mortgage, a deed of trust, or other instrument creating an encumbrance or lien upon the Property or the Project, as security for a loan, and the term "Holder" means any mortgagee, beneficiary, insurer, or guarantor of any obligation or condition secured by a Mortgage.

### **SECTION 10. REMEDIES**

#### **10.1 In General**

Except as otherwise provided in this Agreement, if any default or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, occurs, such party (or successor) shall, upon written notice from one or more parties, proceed expeditiously to cure or remedy such default or breach, and with respect to a failure (a) to pay any liquidated sums of money payable under this Agreement no later than ten (10) days after receipt of such notice, or (b) to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by such party other than with respect to payment of any liquidated sums of money, no later than sixty (60) days after receipt of such notice. In case such action is not taken or is not diligently pursued, or the default or breach shall not be cured or remedied within the applicable timeframe, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event any default or breach occurs that is not a default or breach reasonably capable of being cured within the time period provided such period shall be extended so long as the breaching or defaulting party commences efforts to cure within the time period provided and is diligently pursuing such cure.

#### **10.2 Termination by Developer**

If the Trust fails to perform any of its covenants or obligations, and any such failure shall not be cured within sixty (60) days after written demand by Developer; then Developer shall have the right, but not the obligation, to either terminate this Agreement or bring one or more civil or

administrative actions to enforce its rights hereunder. In the event any default or breach occurs that is not a default or breach reasonably capable of being cured within the time period provided such period shall be extended so long as the breaching or defaulting party commences efforts to cure within the time period provided and is diligently pursuing such cure.

### **10.3 Termination by the Trust**

(a) If Developer violates any material provision of this Agreement, including the requirement to secure consent of the Trust to certain transfers or assignments, or fails to perform any of its covenants or obligations under this Agreement or if a significant change of ownership or control of Developer occurs prior to the issuance of a Certificate of Completion (except as otherwise contemplated herein), or if Developer creates or suffers to be created any unapproved mortgage or encumbrance on the Property or Project, not related to purchase of the Property or the funding of the Project, and Developer fails within 60 days after written demand by the Project Manager to cure such default in a manner reasonably satisfactory to the Project Manager, then the Trust may terminate this Agreement, or the relevant portion, by written notice to Developer. In the event any default or breach occurs that is not a default or breach reasonably capable of being cured within the time period provided such period shall be extended so long as the breaching or defaulting party commences efforts to cure within the time period provided and is diligently pursuing such cure.

(b) The parties acknowledge the Trust has a desire to fund and promote economic development projects that show and demonstrate progress. It is crucial to the success of TIF D that funding allocated to projects that fail or cannot be timely completed should be available to fund projects that may succeed. Therefore, the Trust and/or The City may terminate this Agreement upon sixty (60) days written notice to the Developer in the event the Developer fails to demonstrate continuing construction activity toward completion of the Project, provided, that Developer shall have a reasonable opportunity to cure such inactivity prior to any termination. A stoppage of work or period of construction inactivity of 120 days or more at any time after the Construction Commencement Date in the absence of a Force Majeure shall constitute a *per se* reason for the Trust to terminate this Agreement upon the Trust's sole discretion.

(c) This Agreement shall be deemed terminated by operation of law, with no written notice to any party, and the Trust and City shall be relieved of any obligation under this Agreement if Developer in the absence of a Force Majeure or an approved extension of the Project Completion Deadline, fails to fully complete the Project by the Project Completion Deadline.

### **10.4 Forced Delay in Performance for Causes Beyond Control of Party**

Neither the Trust, nor the Developer, nor any successor in interest, shall be considered in breach of, or in default of, its obligations regarding preparing the Property for development, or the beginning and completion of construction of the Project, if a delay to perform such obligation occurs because of unforeseeable causes beyond the party's control and without the party's fault or negligence, including acts of God, acts of the public enemy, acts of terrorism, acts of the federal government, acts of any other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of contractors or subcontractors due to

such causes (each a “Force Majeure”). It is the purpose and intent of this provision that if the occurrence of any such Force Majeure occurs, the time or times for performance of the obligations of the Trust regarding providing the assistance in development financing or of Developer regarding construction of the Project, including the Project Completion Deadline, shall be extended for the period of the Force Majeure as determined by the mutual agreement of the Trust and Developer, provided, that the party seeking the benefit of this Section shall, within thirty (30) days after the beginning of any such Force Majeure, have first notified the other parties in writing of the cause or causes and requested an extension for the period of the Force Majeure. Notwithstanding the foregoing, a failure to provide such notice does not constitute a waiver of the rights or protections provided in this Section 10.4.

#### **10.5 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 regarding 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 regarding the 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 regarding any other rights of the party making the waiver or any other obligations of the party.

#### **10.6 Party in Position of Surety regarding Obligations**

Developer, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

### **SECTION 11. GENERAL**

#### **11.1 Trust or City Representatives Not Individually Liable**

No member, official, or employee of the Trust or The City of Oklahoma City shall be personally liable to Developer, or any successor in interest, if any default occurs or breach by the Trust or for any amount which may become due to Developer, or successor, on any obligations under the Agreement.

#### **11.2 Equal Employment Opportunity**

Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

(a) Developer will not discriminate against any employee or applicant for employment because of age, disability, race, color, religion, sex, or national origin. Developer will take affirmative action to ensure 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 shall include, but not be limited to, 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. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Trust setting forth this nondiscrimination clause;

(b) Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to age, disability, race, color, religion, sex, or national origin;

(c) Solely to the extent such Act applies to Developer, Developer agrees to comply with all provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313;

(d) If Developer’s noncompliance occurs with the nondiscrimination clause or the immigration requirements (if applicable to Developer) in subparagraphs (a) through (c) above, this Agreement may be suspended, canceled or terminated by the Trust. The Trust may declare Developer ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by Developer; and

(e) Since taxpayer money is funding a portion of the Project, which would not be possible except for the assistance in development financing provided by this Agreement, Developer agrees to require any General Contractor to post the EEOC Non-Discrimination Notice, which can be provided upon request, by the Trust in a conspicuous place, available to employees and applicants for employment.

### **11.3 Applicable Law, Severability, and Entire Agreement**

This Agreement shall be governed by and construed under the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties regarding its subject matter, there being no terms, conditions, warranties, or representations regarding its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

#### **11.4 Amendments to Agreement**

This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto. 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 terms of this Agreement. A waiver of any term of this Agreement will not constitute a continuing waiver of that term.

#### **11.5 Third Parties**

Except as expressly provided otherwise in this Agreement, this Agreement is exclusively to benefit the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

#### **11.6 No Partnership Created**

This Agreement creates no partnership or joint venture between the parties hereto, nor does it render any party liable for the debts or obligations of any other party. Developer is and will remain an independent contractor in all respects and not an agent, representative, or employee of the City or the Trust. Developer has the exclusive authority and right to direct, supervise, and control performance of the work contemplated by this Agreement and is solely responsible for the acts and omissions of Developer. Developer acknowledges that the doctrine of *respondent superior* will not apply as between the City, the Trust, and Developer.

#### **11.7 Time Is of the Essence**

The parties understand and agree time is of the essence regarding all the terms and provisions of this Agreement. 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.

#### **11.8 Authority**

The parties hereto represent and warrant they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement.

#### **11.9 Recitals**

The parties acknowledge and agree that the “Whereas” recitals set forth at the beginning of this document are a material part of this Agreement.



#### **11.10 Headings**

The headings in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or affect its provisions.

#### **11.11 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.

#### **11.12 Construction**

The rule of construction that a document is construed most strictly against the party who drafted the document shall not apply to this Agreement because all parties participated in preparing this Agreement. "Includes" and "including" are not limiting. References to articles, sections, and exhibits shall be to articles, sections, and exhibits of this Agreement unless otherwise indicated. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

#### **11.13 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.

#### **11.14 Indemnity**

Developer 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, expert fees, reasonable 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 located in or on the Property; (2) any use, condition, or state of repair of all or any part of the Property; (3) any failure by the Developer to perform the Developer's obligations under this Agreement; or (4) any other occurrence on the Property, unless caused by any Indemnified Party's gross negligence or sole negligence or willful misconduct. In the event of concurrent negligence of any member of Developer and any Indemnified Party, such negligence will be apportioned comparatively in accordance with applicable law. If any action, suit, or proceeding is brought against any Indemnified Party for which Developer is responsible for indemnifying such Indemnified Party

pursuant to this Section 11.14, Developer will promptly, after the Indemnified Party's written request, defend such action, suit, or proceeding at Developer's expense with legal counsel reasonably acceptable to the Indemnified Party.

#### **11.15 Survival**

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

#### **11.16 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).

#### **11.17 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.

#### **11.18 Exhibits**

The following listed Exhibits are attached to and made a part of this Agreement:

### **Exhibits to EDA**

Exhibit A	-	Joint Resolution of City and Trust
Exhibit B	-	Legal Description of the Property
Exhibit C	-	Concept Documents
Exhibit D	-	Form of Loan Agreement
Exhibit E	-	Form of Promissory Note
Exhibit F	-	Form of Mortgage and Security Agreement
Exhibit G	-	Form of Parking Garage Lease Agreement

### **11.19 Anti-Collusion**

The Developer hereby warrants that neither it, nor any of its agents, employees, partners, or contractors, have paid or agreed to pay The City of Oklahoma City, the Oklahoma City Economic Development Trust, or the Alliance for Economic Development of Oklahoma City, or any of those three entities' employees, officers, trustees, board members, and/or agents, any fee, commission, percentage, gift, or any other consideration in exchange for the award or making of this Agreement.

[The remainder of this page is intentionally blank. Signature pages follow.]

DEVELOPER SIGNATURE PAGE FOR  
THE PALOMAR PARKING GARAGE PROJECT  
ECONOMIC DEVELOPMENT AGREEMENT

“DEVELOPER”

APPROVED by Midtown—11<sup>th</sup> Street Parking, LLC.

MIDTOWN—11<sup>TH</sup> STREET PARKING, LLC,  
an Oklahoma limited liability company

By:



Robert Earl Howard II, Manager



ACKNOWLEDGMENT

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss.

14<sup>th</sup> Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_ day of April, 2025, appeared Robert Earl Howard II, the Manager of Midtown – 11<sup>th</sup> Street Parking, LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.





NOTARY PUBLIC {SEAL}

My Commission Number: 10008710

My Commission Expires: 10/19/26

OCEDT SIGNATURE PAGE FOR  
THE PALOMAR PARKING GARAGE PROJECT  
ECONOMIC DEVELOPMENT AGREEMENT

“TRUST”

**APPROVED** by the Trustees and **SIGNED** by the Chairman of the Oklahoma City Economic Development Trust this 22ND day of APRIL, 2025.

**ATTEST:**

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

  
Secretary



  
Chairman

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor

SIGNATURE PAGE FOR THE CITY OF OKLAHOMA CITY FOR  
THE PALOMAR PARKING GARAGE PROJECT  
ECONOMIC DEVELOPMENT AGREEMENT

“CITY”

**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this  
22ND day of APRIL, 2025.

ATTEST:

**THE CITY OF OKLAHOMA CITY,**  
a municipal corporation

Amy K Simpson  
City Clerk



David Holt  
Mayor

**Exhibit A**

**Joint Resolution of City and Trust**

[A Joint Resolution of The City of Oklahoma City and the Oklahoma City Economic Development Trust dated January 28, 2025, consisting of three (3) pages, follows this cover page.]

## **JOINT RESOLUTION**

**JOINT RESOLUTION OF THE CITY OF OKLAHOMA CITY (“CITY”) AND THE OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST (“OCEDT”) APPROVING THE FOLLOWING ALLOCATIONS: (1) \$2,221,004 FROM THE HOTEL/COMMERCIAL DEVELOPMENT BUDGET CATEGORY FROM TIF 2 IN THE AMENDED AND RESTATED DOWNTOWN/MAPS ECONOMIC DEVELOPMENT PROJECT PLAN 2023, AND (2) \$1,605,129 FROM THE ASSISTANCE IN DEVELOPMENT FINANCING BUDGET CATEGORY IN THE CLASSEN CORRIDOR REINVESTMENT PROJECT PLAN, FOR THE PALOMAR PARKING GARAGE PROJECT TO BE LOCATED AT 414 NW 11<sup>TH</sup> STREET IN DOWNTOWN OKLAHOMA CITY, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE A CONTRACT WITH THE DEVELOPER.**

**WHEREAS**, on June 18, 2024, The City of Oklahoma City (“City”) adopted Ordinance No. 27,624, approving the Classen Corridor Revitalization Project Plan (“Classen Plan”), which includes Tax Increment District Nos. A, B, C, and D, City of Oklahoma City; and

**WHEREAS**, on September 14, 2021, The City of Oklahoma City (“City”) adopted Ordinance No. 26,851, approving the Amended and Restated Downtown/MAPS Economic Development Project Plan (“Downtown Project Plan”), which includes Increment District Nos. Two, Three, Eight, Ten, Fourteen, A, B, C and D, City of Oklahoma City. The Downtown Project Plan was amended and restated in March of 2023 by Ordinance No. 27,297 (“2023 Project Plan”). Thereafter, the Oklahoma City Economic Development Trust (“OCEDT”) approved three minor amendments to the 2023 Project Plan;

**WHEREAS**, the proposed Palomar Parking Garage Project (“Project”), to be constructed at 414 NW 11<sup>th</sup> Street in downtown Oklahoma City, will be constructed by the Developer on property owned by the Developer, and will consist of 309 parking spaces, 130 of which will be dedicated to the Palomar Family Justice Center (“Center”) at no cost to the Center for a period of 30 years; and

**WHEREAS**, the Project is located within both the Downtown Project Plan and the Classen Project Plan areas (jointly the “Project Plans”); therefore, it is proposed that funds from tax increment districts contained in both project plans be used to make this project financially viable; and

**WHEREAS**, the Project Plans contain land that is a combination of reinvestment, enterprise, and urban renewal areas, containing locations previously determined to be blighted areas as defined in 11 O.S. §38-101 *et seq.* Pursuant to 62 O.S. §850 *et seq.*, (“the Local Development Act”) and Article X Section 6C of the Oklahoma Constitution, the City is authorized to use local taxes and fees for public investments, assistance in development financing or for other public entities within the Project Area; and



**WHEREAS**, the Project Plans, as required by the Local Development Act, provide for and establish review committees comprised of representatives of each of the taxing jurisdictions located within the boundaries of the Increment District(s) from which the increment is generated, as well as representatives of the public at large. The Project Plans require that the Review Committees review any proposed economic development projects and budgetary allocations in light of the Project Plans' stated objectives, feasibility, priorities, and funding availability and submit its recommendation to the City Council of The City of Oklahoma City ("City Council") and the Oklahoma City Economic Development Trust ("OCEDT" or "Trust") prior to approval of an incentive for a proposed economic development project; and

**WHEREAS**, on December 16, 2024, the Downtown/MAPS Review Committee and the Classen Corridor Review Committee met. They both received information regarding: (1) the Palomar Parking Garage Project, which includes constructing a 309-space parking garage at 414 NW 11<sup>th</sup> Street; and (2) the Developer's request for tax increment financing in the total amount of \$3,826,133 (\$2,221,004 from Downtown/MAPS's TIF 2 and \$1,605,129 from Classen Corridor's TIF D) to construct the Project and provide assistance in development financing. The Review Committee recommended that the Developer's requested funding be approved. It should be noted that \$3,543,187 in MAPS 4 funding will also be utilized for construction costs; and

**WHEREAS**, City Finance staff and the Alliance for Economic Development of Oklahoma City have reviewed the necessary financial documentation from the Developer and indicate that the Project would probably not be possible without the requested economic development incentives; and

**WHEREAS**, the City and OCEDT find that approving of the proposed budgetary allocation for the Palomar Parking Garage Project meets the goals and objectives of the Project Plans and is within the authorized budgets.

**NOW, THEREFORE, BE IT RESOLVED**, that the City and OCEDT approve the requested budgetary allocations of (1) \$2,221,004 from the Hotel/Commercial Development budget category from TIF 2 in the Amended and Restated Downtown/MAPS Economic Development Project Plan 2023, and (2) \$1,605,129 from the Assistance in Development Financing Budget Category in the Classen Corridor Reinvestment Project Plan, for the Palomar Parking Garage Project to be located at 414 NW 11<sup>th</sup> Street in downtown Oklahoma City, and authorizing the City Manager or designee to negotiate a contract with the Developer.

ADOPTED by the Trustees and SIGNED by the Chairman of the Oklahoma City Economic Development Trust this 17TH day of DECEMBER, 2024.

ATTEST:

OKLAHOMA CITY ECONOMIC  
DEVELOPMENT TRUST

*Thidi Graham*  
SECRETARY



*Toby E. Starnes*  
CHAIRMAN

ADOPTED by the City Council and SIGNED by the Mayor of The City of Oklahoma City this 28TH day of JANUARY, ~~2024~~--2025

ATTEST:

THE CITY OF OKLAHOMA  
CITY

*Amy K. Simpson*  
CITY CLERK



*David Holt*  
MAYOR

REVIEWED for form and legality.

*Amy Douglas*  
ASSISTANT MUNICIPAL COUNSELOR

## **Exhibit B**

### **Legal Description of Project**

414 N.W. 11<sup>th</sup> Street, Oklahoma City, Oklahoma

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being all of Lots Six (6) through Ten (10) and a portion of Lots Five (5) and Thirty (30) through Thirty-six (36) and a portion of the East/West alley as shown on the recorded plat DESOTO ADDITION, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Lot 1;

THENCE South 89°49'14" West, along and with the North lines of Lots 1 through 5, a distance of 122.85 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" East, departing the North line of said Lot 5 a distance of 47.24 feet;

THENCE North 90°00'00" East, a distance of 5.00 feet;

THENCE South 00°00'00" East, a distance of 194.52 feet;

THENCE North 90°00'00" West, a distance of 5.00 feet;

THENCE North 00°00'00" East, a distance of 1.77 feet;

THENCE North 90°00'00" West, a distance of 139.97 feet;

THENCE North 00°00'00" East, a distance of 92.09 feet to the centerline of said East/West Alley;

THENCE North 89°49'14" East, along and with the centerline of said East/West Alley, a distance of 9.20 feet to a point on the extended West line of said Lot 10;

THENCE North 01°24'11" East, along and with the extended West line of said Lot 10, a distance of 147.51 feet to the Northwest (NW) Corner of said Lot 10;

THENCE North 89°49'14" East, along and with the North lines of said Lots 10 through 5, a distance of 127.15 feet to the POINT OF BEGINNING.

Containing 32,909 square feet or 0.7555 acres, more or less.

**Exhibit C**

**Concept Documents**

414 N.W. 11<sup>th</sup> Street, Oklahoma City, Oklahoma





# 11<sup>TH</sup> STREET GARAGE

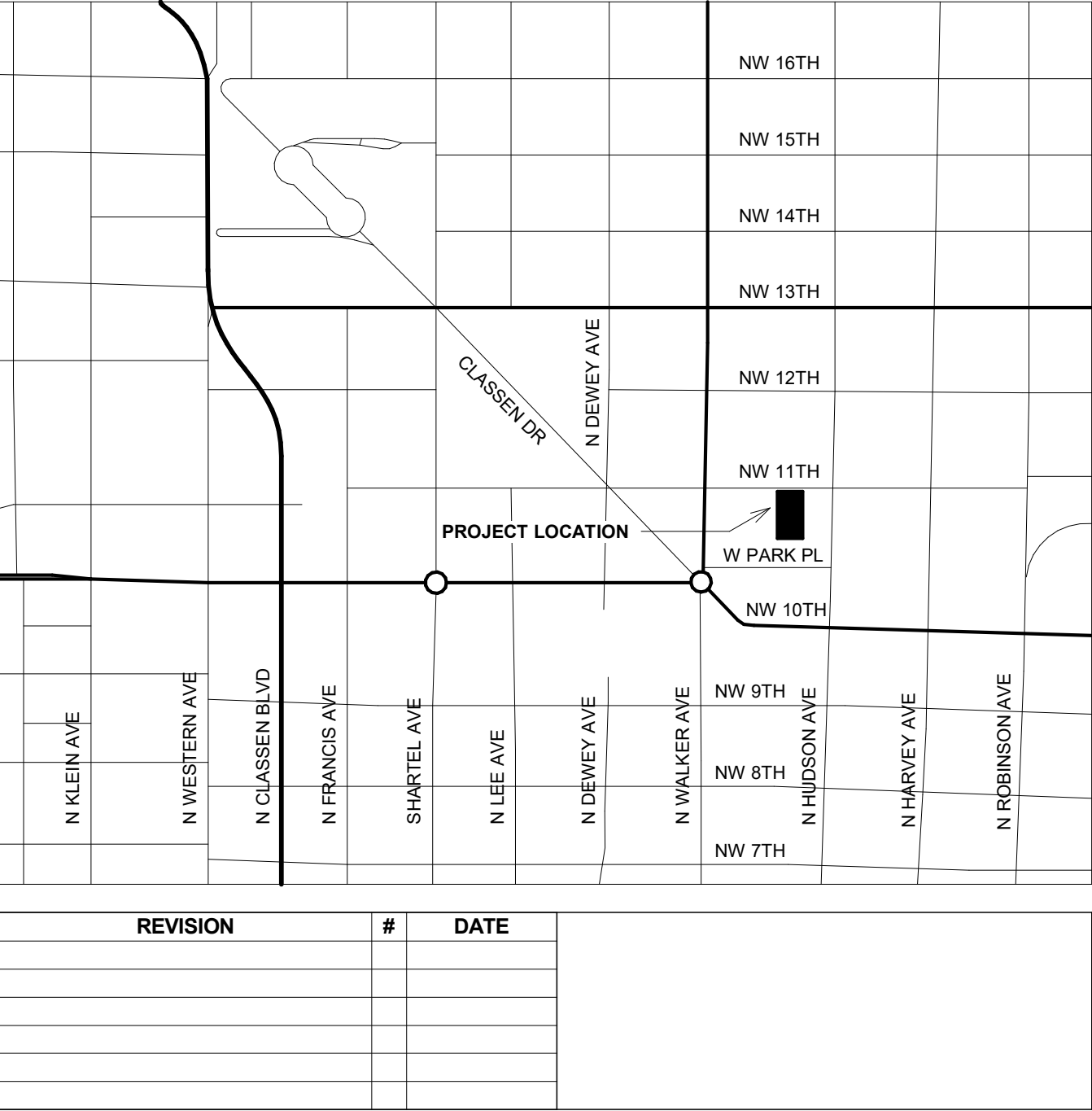
414 NW 11TH ST  
OKLAHOMA CITY, OK 73106

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## SHEET INDEX

SHEET NO.	REVISION	SHEET NAME
GENERAL		
G0.00		COVER SHEET & SHEET INDEX
G0.01		3D IMAGES
G1.01		LIFE SAFETY PLAN, CODE ANALYSIS, PARTITION TYPES
G1.02		GENERAL NOTES & SPECIFICATIONS
G1.03		SPECIFICATIONS CONTINUED
ARCHITECTURAL		
A0.01		SITE PLAN
A0.02		SITE DETAILS
A1.01		LEVEL 1
A1.02		LEVEL 2
A1.03		LEVEL 3
A1.04		LEVEL 4
A1.05		LEVEL 5 & ROOF PLAN
A1.06		LEVEL 1 RCP
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A1.08		LEVEL 3 RCP
A1.09		LEVEL 4 RCP
A2.01		EXTERIOR ELEVATIONS
A2.02		EXTERIOR ELEVATIONS
A3.01		BUILDING SECTIONS
A3.02		BUILDING SECTIONS
A3.03		BUILDING SECTIONS
A3.04		WALL SECTIONS
A3.05		WALL SECTIONS
A4.01		ENLARGED STAIR PLANS
A4.02		ENLARGED STAIR SECTIONS
A4.03		ENLARGED STAIR SECTIONS

## VICINITY MAP







SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

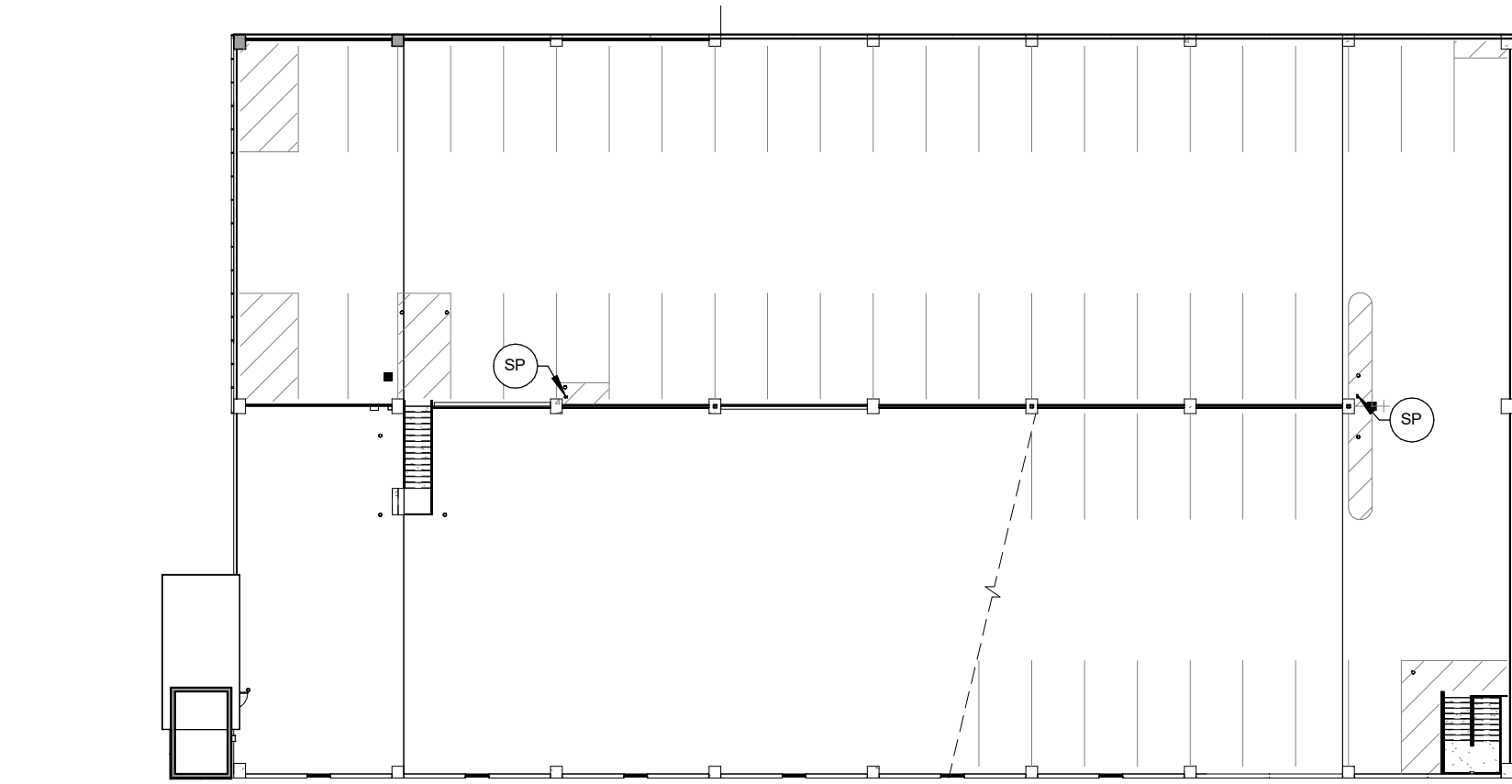
MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

Revisions	
DATE:	10/13/23
DRAWING TITLE	
3D IMAGES	
SHEET NO.	
G0.01	

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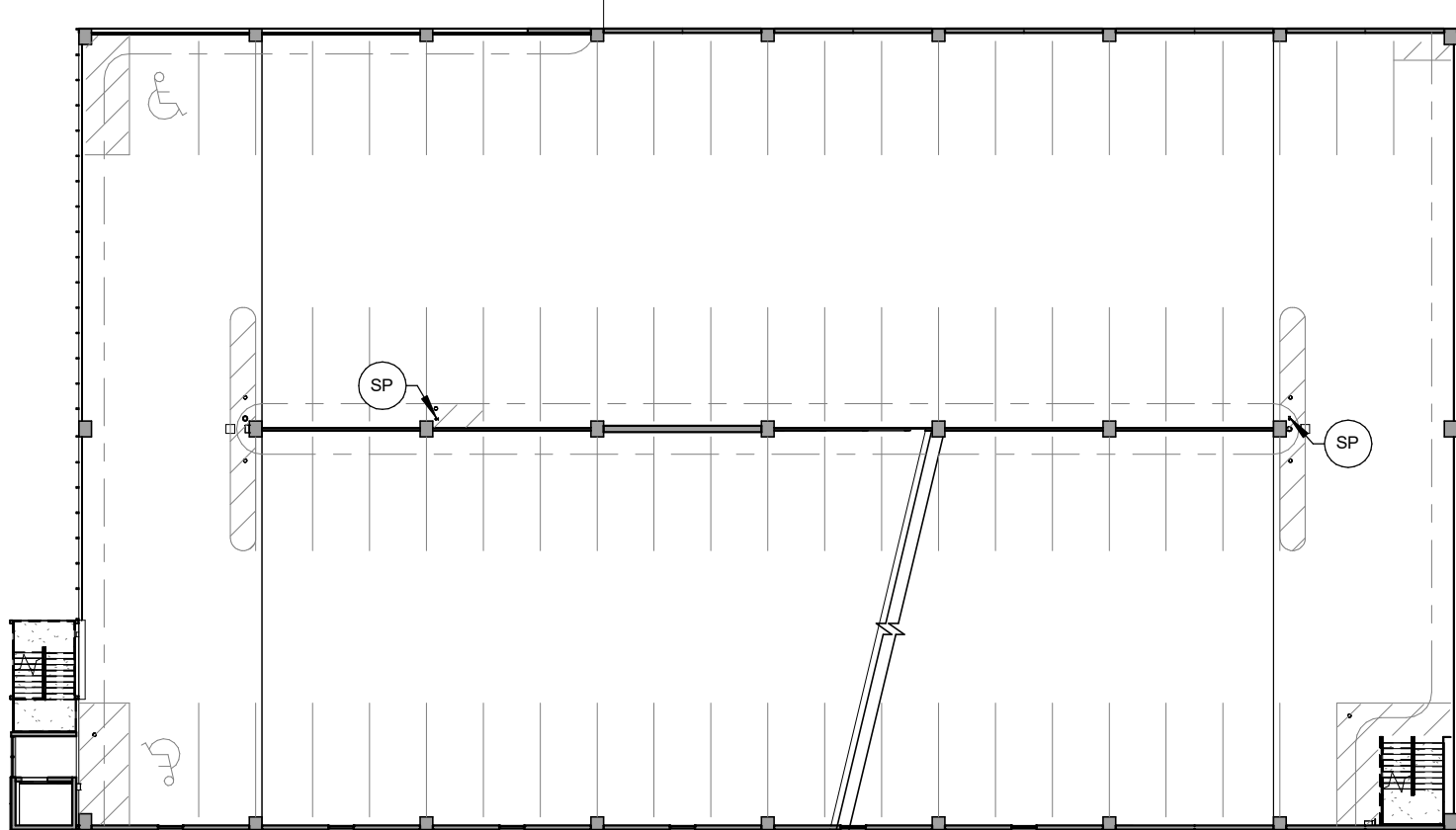
2721 n walker avenue  
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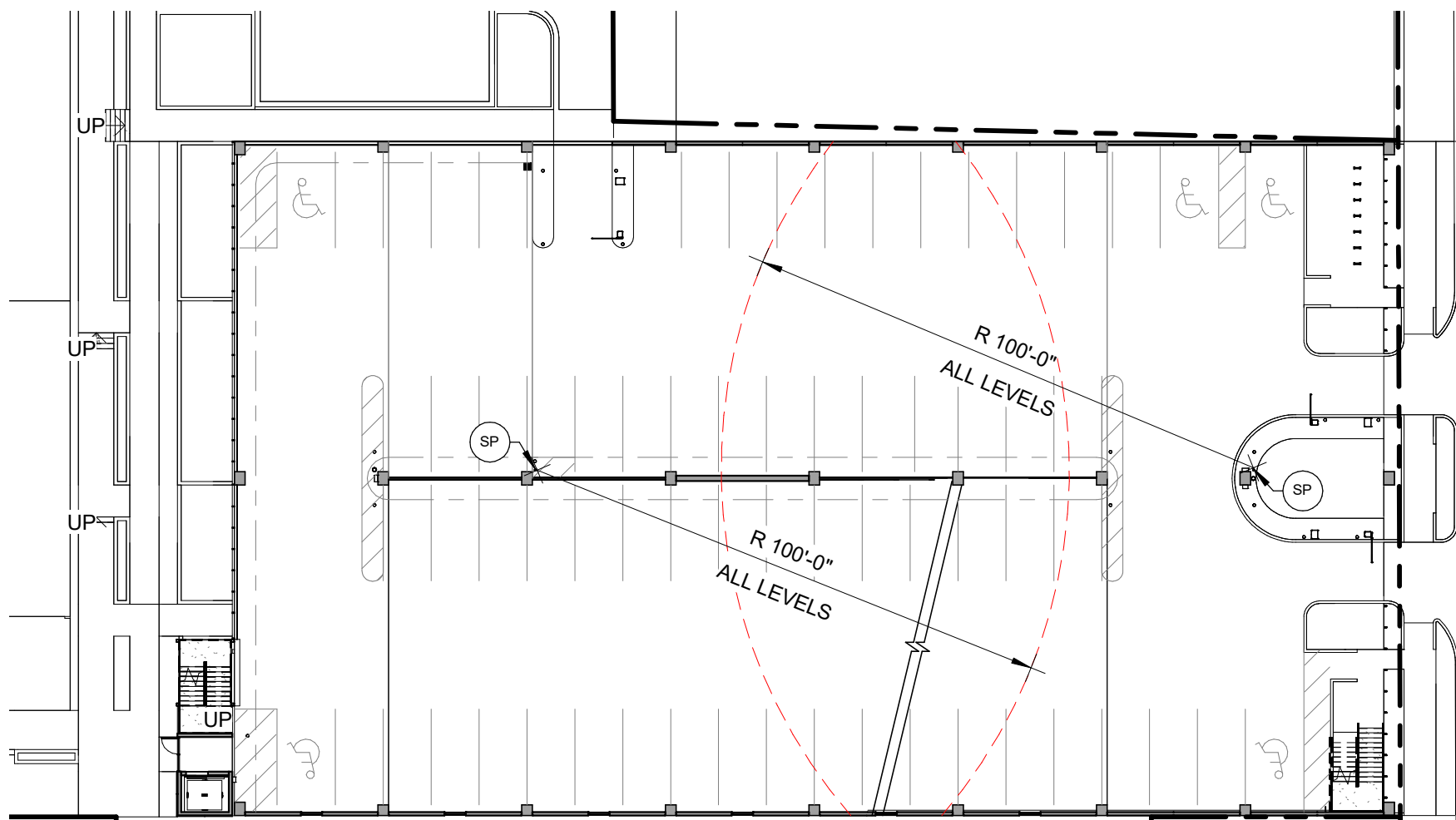
LEVEL 5 - LIFE SAFETY

SCALE: 1" = 30'-0"



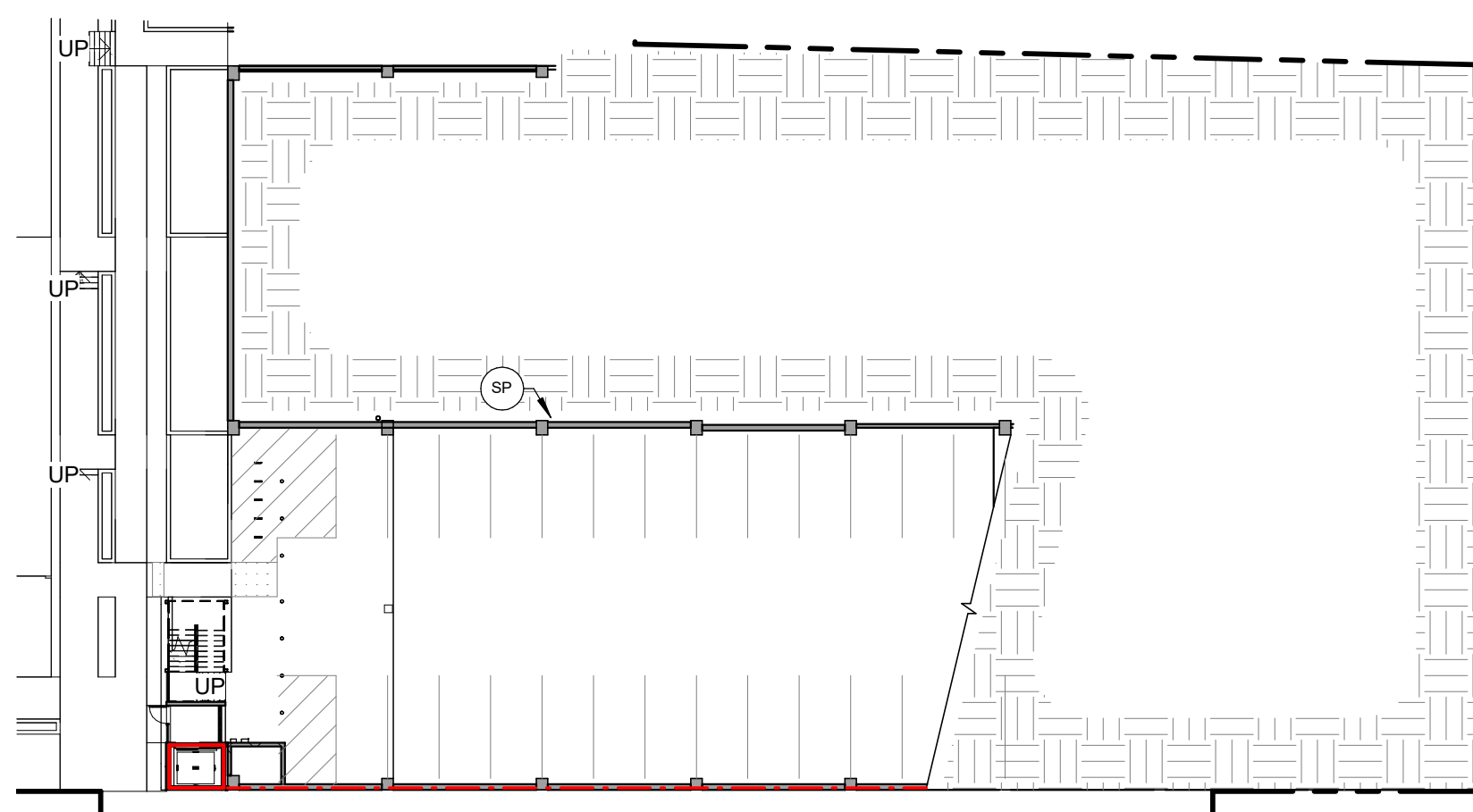
LEVEL 3 & 4 - LIFE SAFETY

SCALE: 1" = 30'-0"



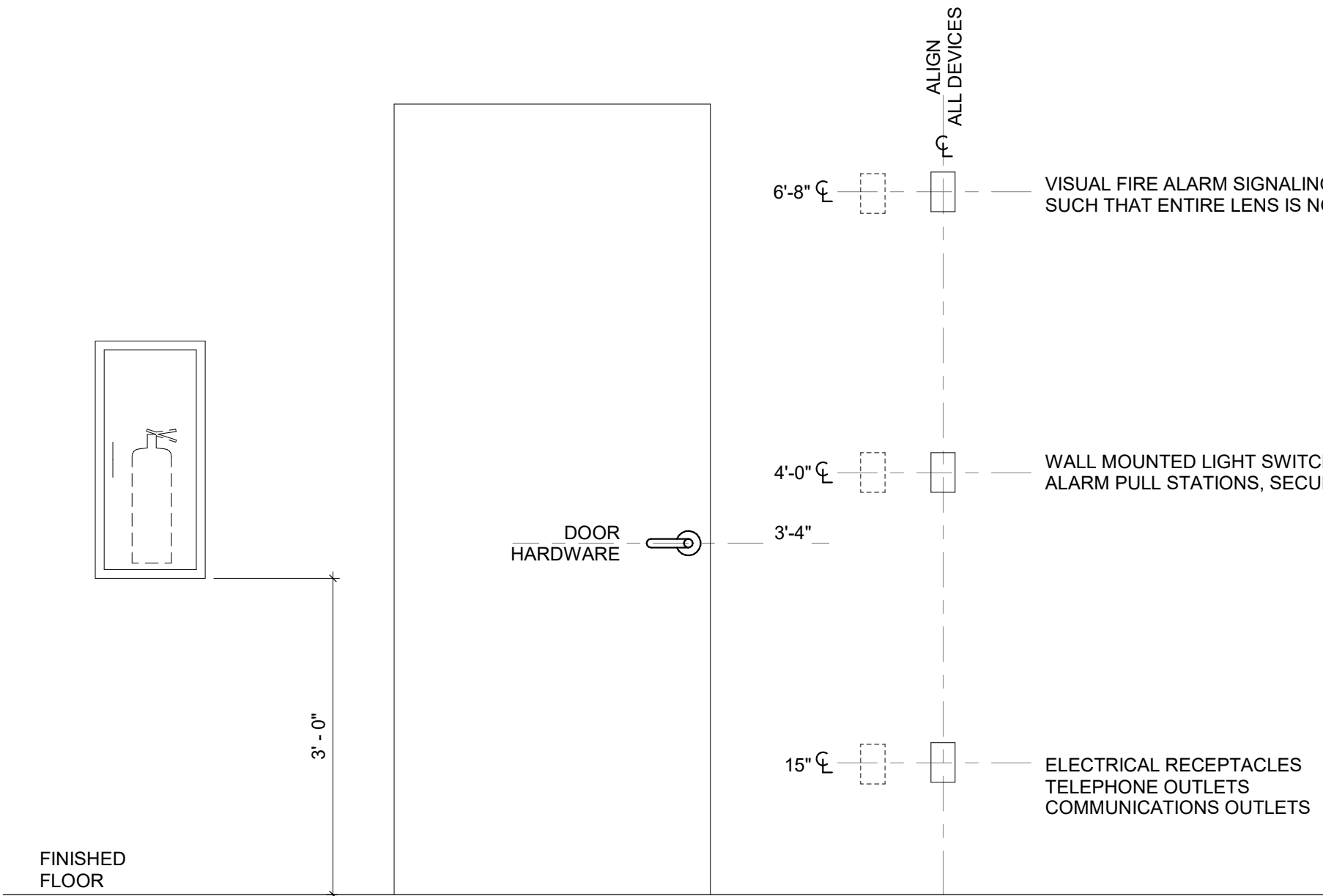
LEVEL 2 - LIFE SAFETY

SCALE: 1" = 30'-0"



LEVEL 1 - LIFE SAFETY

SCALE: 1" = 30'-0"



MOUNTING HEIGHTS (TYP)

SCALE: 3/4" = 1'-0"

## ADDRESS

ADDRESS: 4## NW 11TH ST  
OKLAHOMA CITY, OK 73106

AHJ: CITY OF OKLAHOMA CITY

## SCOPE OF WORK

5 LEVEL OPEN PARKING STRUCTURE PROVIDING 309 SPACES; 7 ACCESSIBLE PLUS 2 DEDICATED SURFACE VAN ACCESSIBLE STALLS

## PROPOSED USE

LAND USE: 59-8300.12 - AUTOMOTIVE, PARKING GARAGE  
OCCUPANCY: S-2, LOW HAZARD STORAGE  
ZONING: DTD-1, DOWNTOWN TRANSITIONAL DISTRICT, LIMITED

## APPLICABLE CODES

BUILDING CODE: 2018 IBC  
ELECTRICAL CODE: 2017 NEC  
PLUMBING CODE: 2015 IPC  
MECHANICAL CODE: 2015 IMC  
ENERGY CODE: 2009 IECC  
FIRE CODE: 2015 IFC  
ACCESSIBILITY CODE: 2018 IBC CH 11, 2009 ANSI 117.1

## TYPE OF CONSTRUCTION

CONSTRUCTION TYPE: IIB

CAST-IN-PLACE CONCRETE WITH POST-TENSIONED SLABS

## LEGEND

- NO WORK IN THIS AREA
- NEW INTERIOR WALLS
- 1 HOUR RATED ASSEMBLY
- 2 HOUR RATED ASSEMBLY
- EGRESS PATH

## CODE ANALYSIS

### I. USE & OCCUPANCY CLASSIFICATION (CHAPTERS 3, 4 & 5)

- A. CLASSIFICATION (302):
- S-2: LOW-HAZARD STORAGE, OPEN PARKING GARAGE
- B. SPECIAL REQUIREMENTS, MOTOR-VEHICLE-RELATED (406):
- PUBLIC PARKING GARAGE (406.2, 406.4)
    - CLEAR HEIGHT FOR EACH LEVEL GREATER THAN 7'-0" (406.2.2)
    - ACCESSIBLE PARKING SPACES PROVIDED PER SECTION 1106 (406.2.3)
    - RAMPS USED FOR CIRCULATION DO NOT EXCEED 1:15 SLOPE - 6.67% (406.4.3)
  - OPEN PARKING GARAGE (406.5)
    - UNIFORMLY DISTRIBUTED OPENINGS PROVIDED TWO OR MORE SIDES (406.5.2)
    - AREA OF OPENINGS EXCEED 20% OF TOTAL PERIMETER WALL AREA (406.5.2)
    - TOTAL LENGTH OF OPENINGS EXCEED 40% OF PERIMETER WALL LENGTH (406.5.2)
    - STANDPIPE SYSTEM PROVIDED PER SECTION 905.3 (406.5.8)
    - ENCLOSURES NOT REQ'D FOR VERTICAL OPENINGS EXCEPT TO MEET THE MEANS OF EGRESS REQUIREMENTS OF CHPT 10 (406.5.7, 406.5.9, 1019.3, EXC 6)
- C. MIXED USE & OCCUPANCY (508, 509):
- ACCESSORY OCCUPANCIES: NONE
  - INCIDENTAL OCCUPANCIES: NONE
  - NONSEPERATED USE: S-2 MOST RESTRICTIVE

### II. BUILDING HEIGHTS AND AREAS (CHAPTER 5)

- A. S-2, TYPE IIB, NON-SPRINKLERED (TABLES 406.5.4 & 504.3, 504.4, 506.2)
- ALLOWABLE: 8 TIERS / 50,000 SF PER TIER
  - ACTUAL: 5 TIERS / 26,719 SF PER TIER

### III. FIRE & SMOKE PROTECTION FEATURES (CHAPTERS 6 & 7)

- A. BUILDING ELEMENTS (TABLE 601):
- STRUCTURAL FRAME: 0 HOUR
  - EXTERIOR BEARING WALLS: 0 HOUR
  - INTERIOR BEARING WALLS: 0 HOUR
  - INTERIOR NONBEARING WALLS: 0 HOUR
  - FLOOR CONSTRUCTION: 0 HOUR
  - ROOF CONSTRUCTION: 0 HOUR
- B. EXTERIOR RATING BASED ON FSD (TABLE 602):
- WEST WALL (NORTH): X<5 2 HR
  - WEST WALL (SOUTH): 10-X<30 0 HR
  - EAST WALL (NORTH): X<5 2 HR
  - EAST WALL (SOUTH): 5-X<30 1 HR
- C. EXTERIOR WALL OPENINGS (TABLE 705.8)
- WEST WALL (NORTH): X<5 NOT PERMITTED
  - WEST WALL (SOUTH): 10-X<30 UNLIMITED, UNPROTECTED (TABLE 705.8, NOTE G)
  - EAST WALL (NORTH): X<5 NOT PERMITTED
  - EAST WALL (SOUTH): 5-X<10 10% OPEN, UNPROTECTED
  - NORTH WALL: 30-X UNLIMITED, UNPROTECTED
  - SOUTH WALL: 10-X<30 UNLIMITED, UNPROTECTED (TABLE 705.8, NOTE G)
  - VERTICAL SEPARATION OF OPENINGS NOT REQUIRED (705.8.5, EXC 3)
- D. FIRE BARRIERS (707):
- SHAFT ENCLOSURES (707.3.1) 2 HOUR (713.4)
  - INTERIOR EXIT STAIRS (707.3.2) N/A
  - EXTERIOR EXIT STAIRS & WALLS COMPLY WITH SECTION 705 & 1027.6 (707.4)
- E. FIRE PARTITIONS (708):
- CORRIDORS (708.1.3) N/A
  - ELEVATOR LOBBY (708.1.4) NOT REQUIRED (3006.2, EXC 1 & 3)
- F. OPENING PROTECTIVES (716):
- DOOR/SHUTTER (TABLE 716.1) 1.5 HOUR AT 2 HOUR WALL ASSEMBLY

### IV. FIRE PROTECTION SYSTEMS (CHAPTER 9)

- A. CLASS I MANUAL DRY STANDPIPE SYSTEM ALLOWED (905.3.1 EXC 4)
- B. PORTABLE FIRE EXTINGUISHERS REQUIRED, LOW HAZARD (906.1)
- C. FIRE ALARM SYSTEM NOT REQUIRED (907.2)

### V. MEANS OF EGRESS (CHAPTER 10)

#### A. OCCUPANT LOAD (TABLE 1004.5):

LEVEL 1:	100% S-2: 8,570 GSF/200 GR	=	42.9
LEVEL 2:	100% S-2: 27,980 GSF/200 GR	=	139.9
LEVEL 3:	100% S-2: 27,980 GSF/200 GR	=	139.9
LEVEL 4:	100% S-2: 27,980 GSF/200 GR	=	139.9
LEVEL 5:	100% S-2: 19,430 GSF/200 GR	=	97.2

#### TOTAL OCCUPANT LOAD: 557

#### B. MINIMUM REQUIRED EGRESS WIDTH (1005)

	OTHER (1005.3.2) (0.2"/OCC)	STAIRWAYS (1005.3.1) (0.3"/OCC)
LEVEL 1	8.6"	-
LEVEL 2-4	28.0"	42.0"
LEVEL 5	19.5"	29.2"

- C. PATH OF EGRESS TRAVEL ALLOWED TO PASS THROUGH MORE THAN 1 STORY FOR EXIT ACCESS STAIRWAYS IN OPEN PARKING GARAGES THAT SERVE ONLY THE GARAGE (1006.3.1, EXC 3)
- D. COMMON PATH OF EGRESS 100' FOR S-2 OPEN PARKING GARAGE (TABLE 1006.2.1, NOTE F)
- E. STAIRWAY MINIMUM WIDTH 48" (1009.3.2)
- F. EXIT ACCESS TRAVEL DISTANCE 300' FOR S-2 (TABLE 1017.2)
- G. EXIT ACCESS TRAVEL DISTANCE IS PERMITTED TO BE MEASURED TO THE CLOSEST RISER OF EXIT ACCESS STAIRWAYS (1017.3, EXC)
- H. EXIT ACCESS STAIRWAYS ALLOWED TO BE UNENCLOSED IN OPEN PARKING GARAGES THAT SERVE ONLY THE GARAGE (1019.3, EXC 6)
- I. EXTERIOR EXIT STAIRWAY OPEN ON ONE SIDE WITH OVER 35 SF OPEN AREA AT EACH FLOOR LEVEL AND LANDING (1027.3)
- J. OPEN AREA ADJOINING EXTERIOR EXIT STAIRWAY IS ADJACENT TO YARD/COURT (1027.4)
- K. OPEN SIDE OF EXTERIOR EXIT STAIRWAY HAS A MINIMUM DISTANCE OF 10' FSD (1027.5)

### VI. PLUMBING SYSTEMS (CHAPTER 29)

- A. N/A

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Revisions

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DRAWING TITLE  
LIFE SAFETY PLAN,  
CODE ANALYSIS,  
PARTITION TYPES

SHEET NO.

G1.01

GENERAL NOTES		DIVISION 01: GENERAL REQUIREMENTS		DIVISION 02: SITE CONSTRUCTION		DIVISION 04: MASONRY		DIVISION 06: WOODS & PLASTICS																																							
1. ALL WORK BLAH-BLAH-BLAH...		XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS		XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS		XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS		XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS																																							
<div>KEY NOTE LEGEND</div> <table><tr><td>AD</td><td>CAST IRON AREA DRAIN</td></tr><tr><td>AD-L</td><td>CAST IRON LINEAR TRENCH DRAIN</td></tr><tr><td>BK</td><td>BIKE RACK</td></tr><tr><td>BL</td><td>6" BOLLARD, 48" AFF</td></tr><tr><td>BL-E</td><td>6" BOLLARD, 48" AFF, EMBED PLATE DECK MOUNT</td></tr><tr><td>CB</td><td>LINEAR CURB-O-LET</td></tr><tr><td>CL</td><td>7'-2" OVERHEAD CLEARANCE BAR, UNFIXED</td></tr><tr><td>DS</td><td>CAST IRON DOWN SPOUT</td></tr><tr><td>EH</td><td>EMERGENCY HELP POINT INTERCOM (BLUE PHONE)</td></tr><tr><td>FE</td><td>FIRE EXTINGUISHER CABINET</td></tr><tr><td>PK</td><td>PARKING STALL, STANDARD</td></tr><tr><td>PK-A</td><td>PARKING STALL, ACCESSIBLE</td></tr><tr><td>PK-C</td><td>PARKING STALL, COMPACT</td></tr><tr><td>PK-V</td><td>PARKING STALL, VAN ACCESSIBLE</td></tr><tr><td>SP</td><td>DRY STAND PIPE</td></tr><tr><td>TF-E</td><td>TRAFFIC CONTROL, ENTRY TERMINAL</td></tr><tr><td>TF-G</td><td>TRAFFIC CONTROL, BARRIER GATE</td></tr><tr><td>TF-X</td><td>TRAFFIC CONTROL, EXIT TERMINAL</td></tr><tr><td>WE</td><td>48" WASH EDGE, 2% SLOPE</td></tr></table>		AD	CAST IRON AREA DRAIN	AD-L	CAST IRON LINEAR TRENCH DRAIN	BK	BIKE RACK	BL	6" BOLLARD, 48" AFF	BL-E	6" BOLLARD, 48" AFF, EMBED PLATE DECK MOUNT	CB	LINEAR CURB-O-LET	CL	7'-2" OVERHEAD CLEARANCE BAR, UNFIXED	DS	CAST IRON DOWN SPOUT	EH	EMERGENCY HELP POINT INTERCOM (BLUE PHONE)	FE	FIRE EXTINGUISHER CABINET	PK	PARKING STALL, STANDARD	PK-A	PARKING STALL, ACCESSIBLE	PK-C	PARKING STALL, COMPACT	PK-V	PARKING STALL, VAN ACCESSIBLE	SP	DRY STAND PIPE	TF-E	TRAFFIC CONTROL, ENTRY TERMINAL	TF-G	TRAFFIC CONTROL, BARRIER GATE	TF-X	TRAFFIC CONTROL, EXIT TERMINAL	WE	48" WASH EDGE, 2% SLOPE			DIVISION 03: CONCRETE		DIVISION 05: METALS		DIVISION 07: THERMAL & MOISTURE PROTECTION	
		AD	CAST IRON AREA DRAIN																																												
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				XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS		XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS		XXXXX <u>SECTION NAME</u> A. SPECIFICATIONS																																							

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GENERAL NOTES & SPECIFICATIONS

SHEET NO.  
G1.02

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<div>DIVISION 08: DOORS &amp; WINDOWS</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 10: SPECIALTIES</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 12: FURNISHINGS</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 14: CONVEYING SYSTEMS</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 16: ELECTRICAL</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>
<div>DIVISION 09: FINISHES</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 11 EQUIPMENT</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 13: SPECIAL CONSTRUCTION</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	<div>DIVISION 15: MECHANICAL</div> <div>XXXXX SECTION NAME</div> <div>A. SPECIFICATIONS</div>	

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SPECIFICATIONS  
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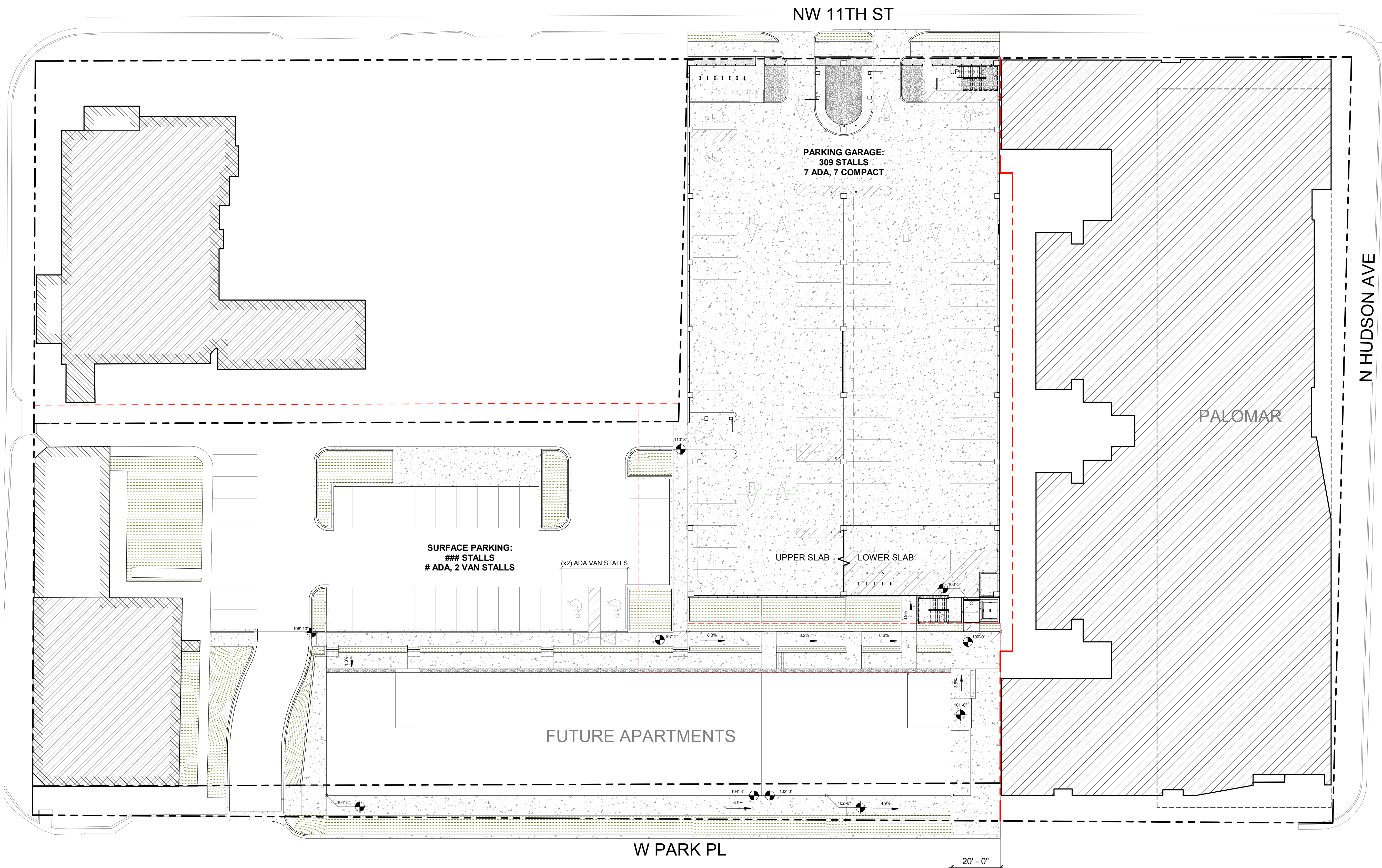
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11TH STREET GARAGE

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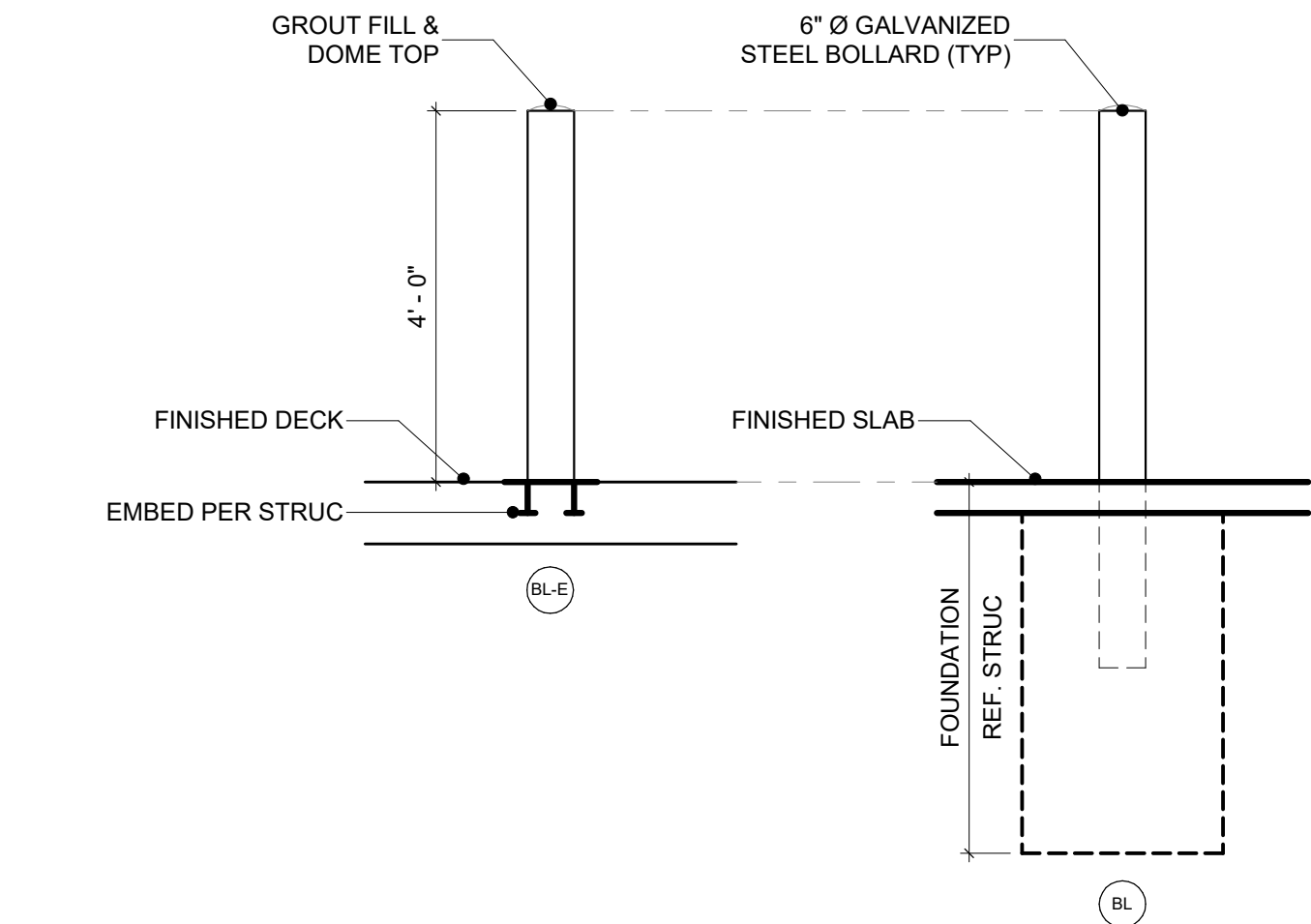
1 SITE  
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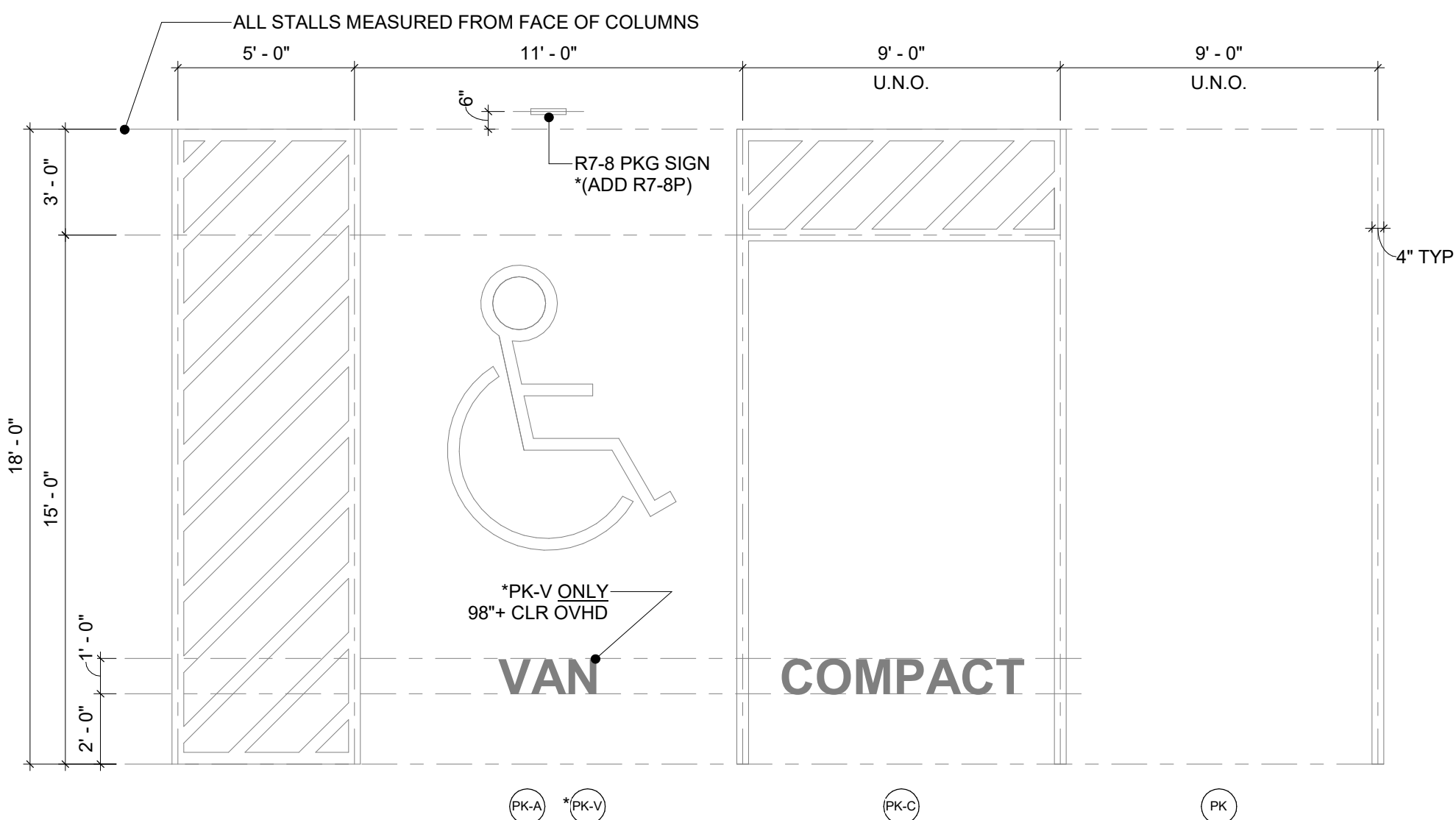
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DATE: 10/13/23
DRAWING TITLE: SITE PLAN
SHEET NO. A0.01



2 BOLLARD DETAILS  
SCALE: 1/2" = 1'-0"



1 PARKING STALL STANDARDS  
SCALE: 1/4" = 1'-0"

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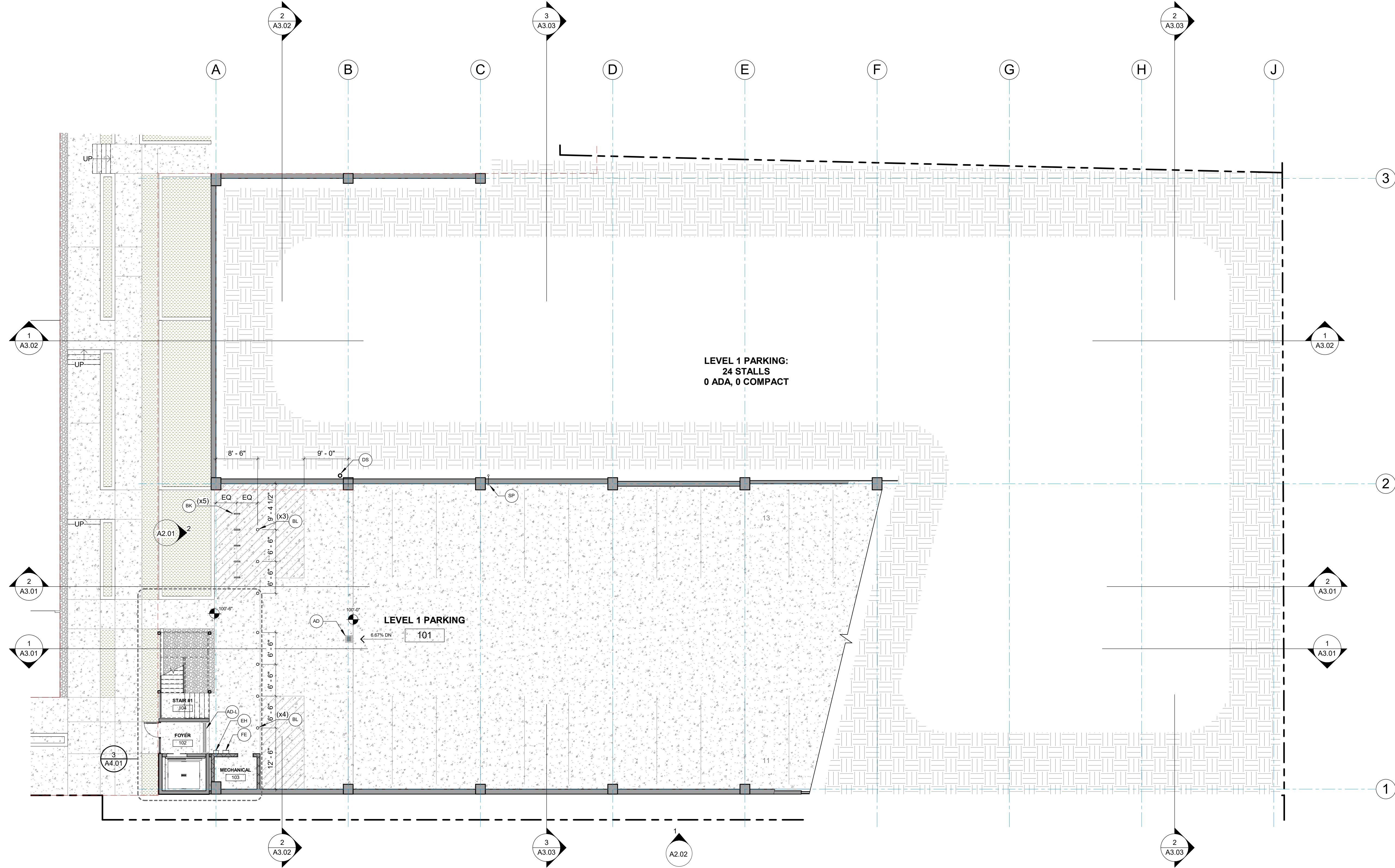
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DATE:	10/13/23
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SITE DETAILS	
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1 LEVEL 1  
A1.01 SCALE: 3/32" = 1'-0"

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DRAWING TITLE	LEVEL 1
SHEET NO.	A1.01

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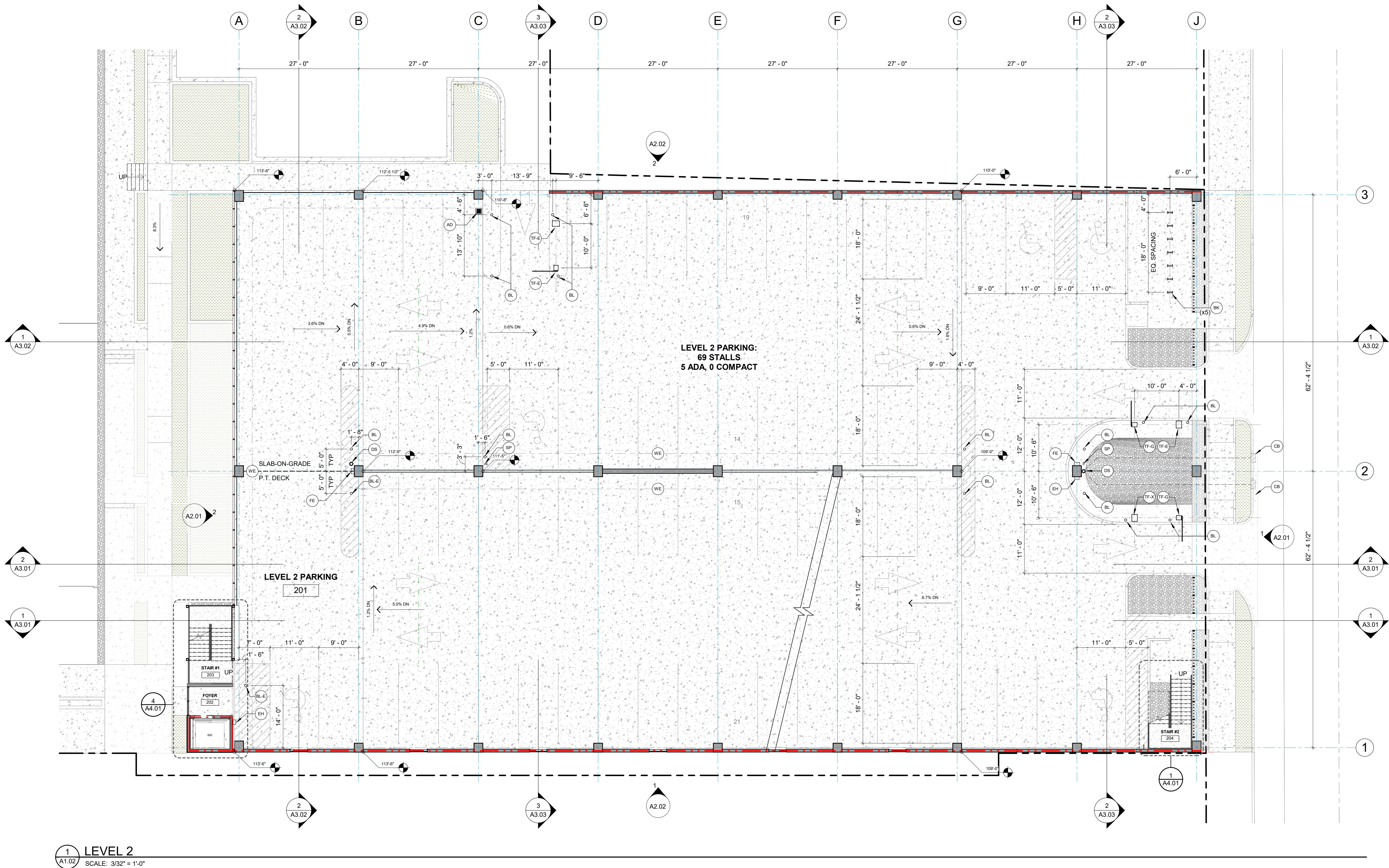
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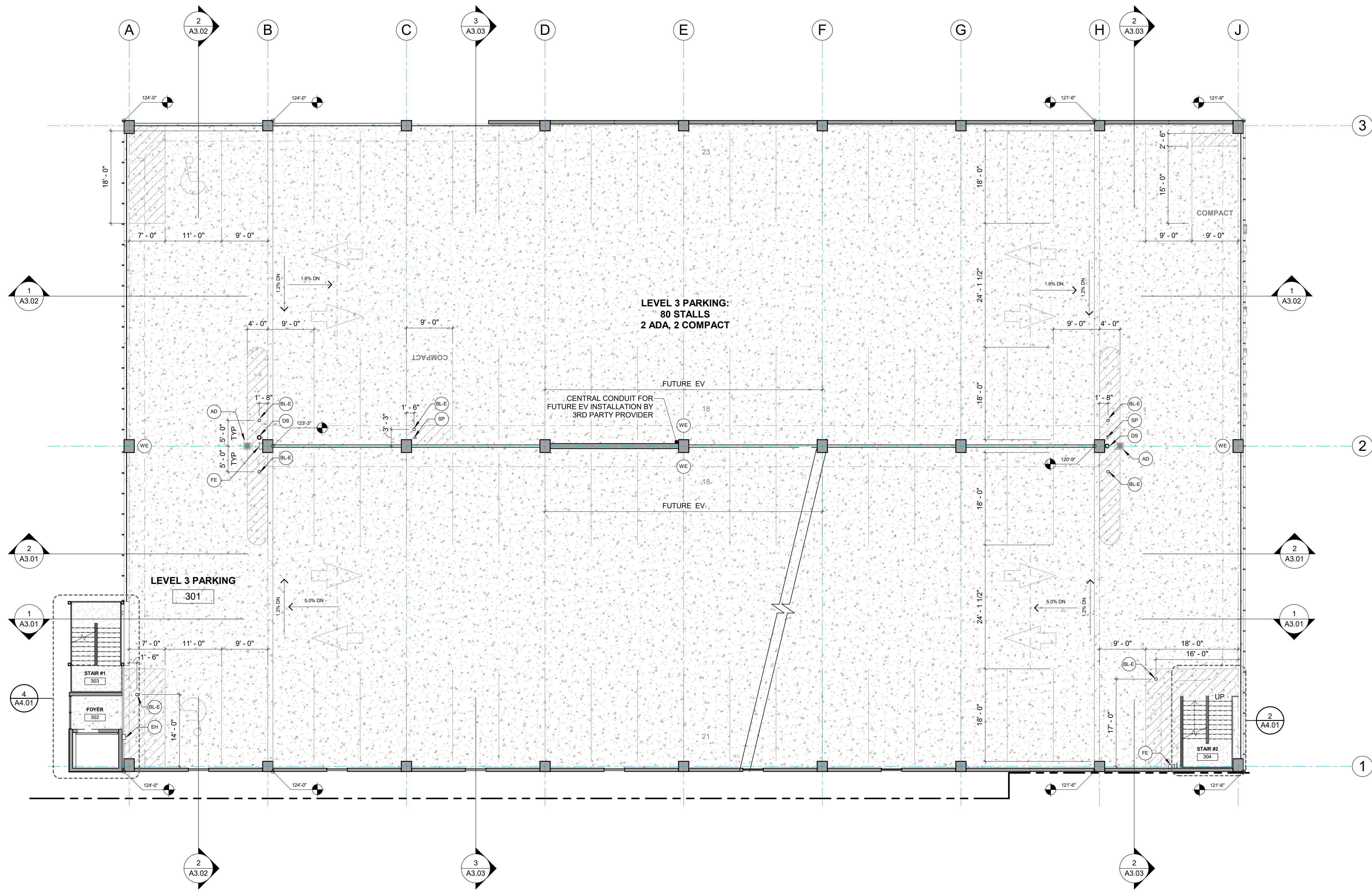
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DRAWING TITLE  
LEVEL 2

SHEET NO.

A1.02







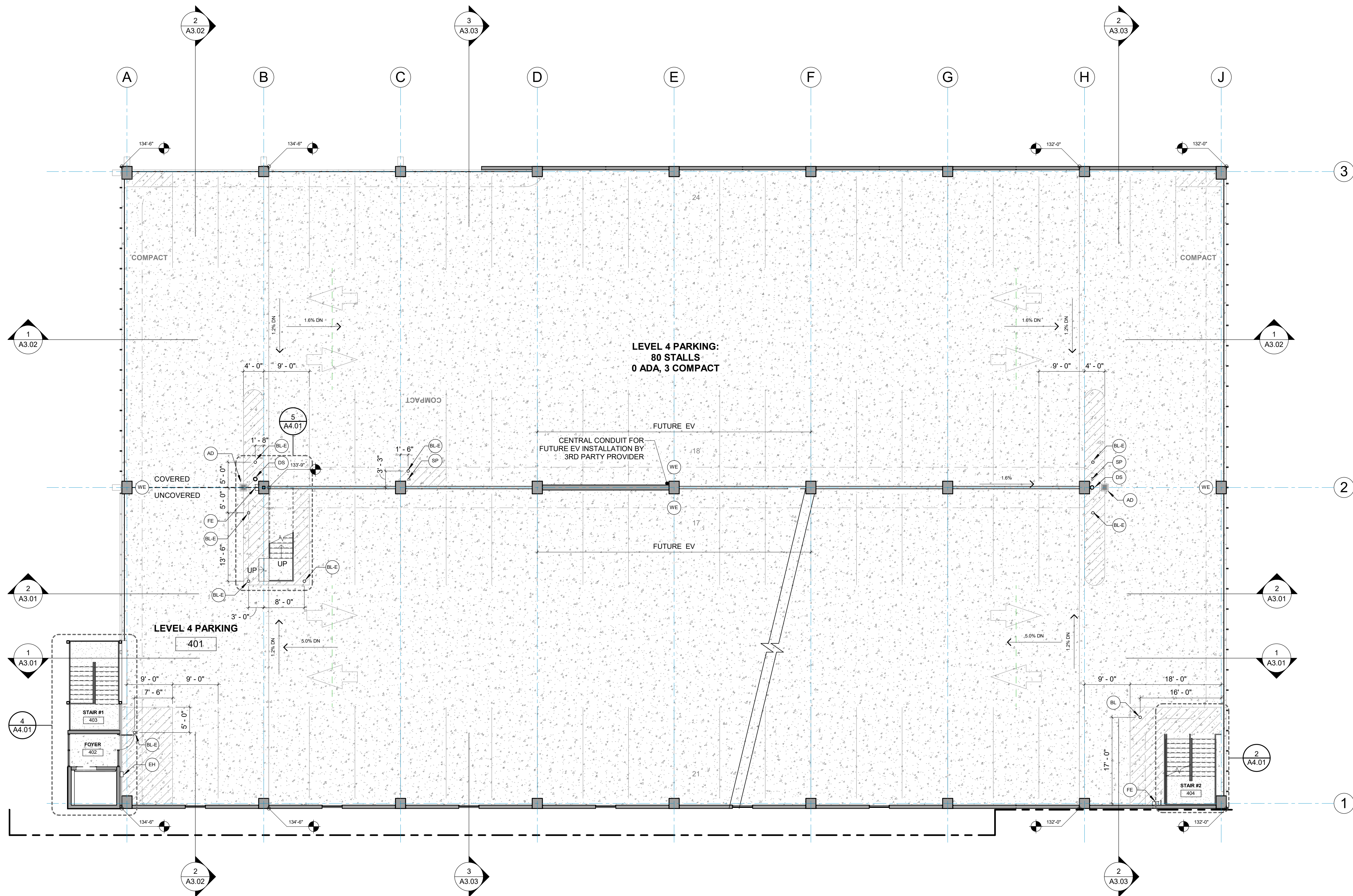
1 LEVEL 3  
A1.03 SCALE: 3/32" = 1'-0"

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Revisions	
DATE:	10/13/23
DRAWING TITLE	LEVEL 3
SHEET NO.	A1.03





1 LEVEL 4  
A1.04 SCALE: 3/32" = 1'-0"

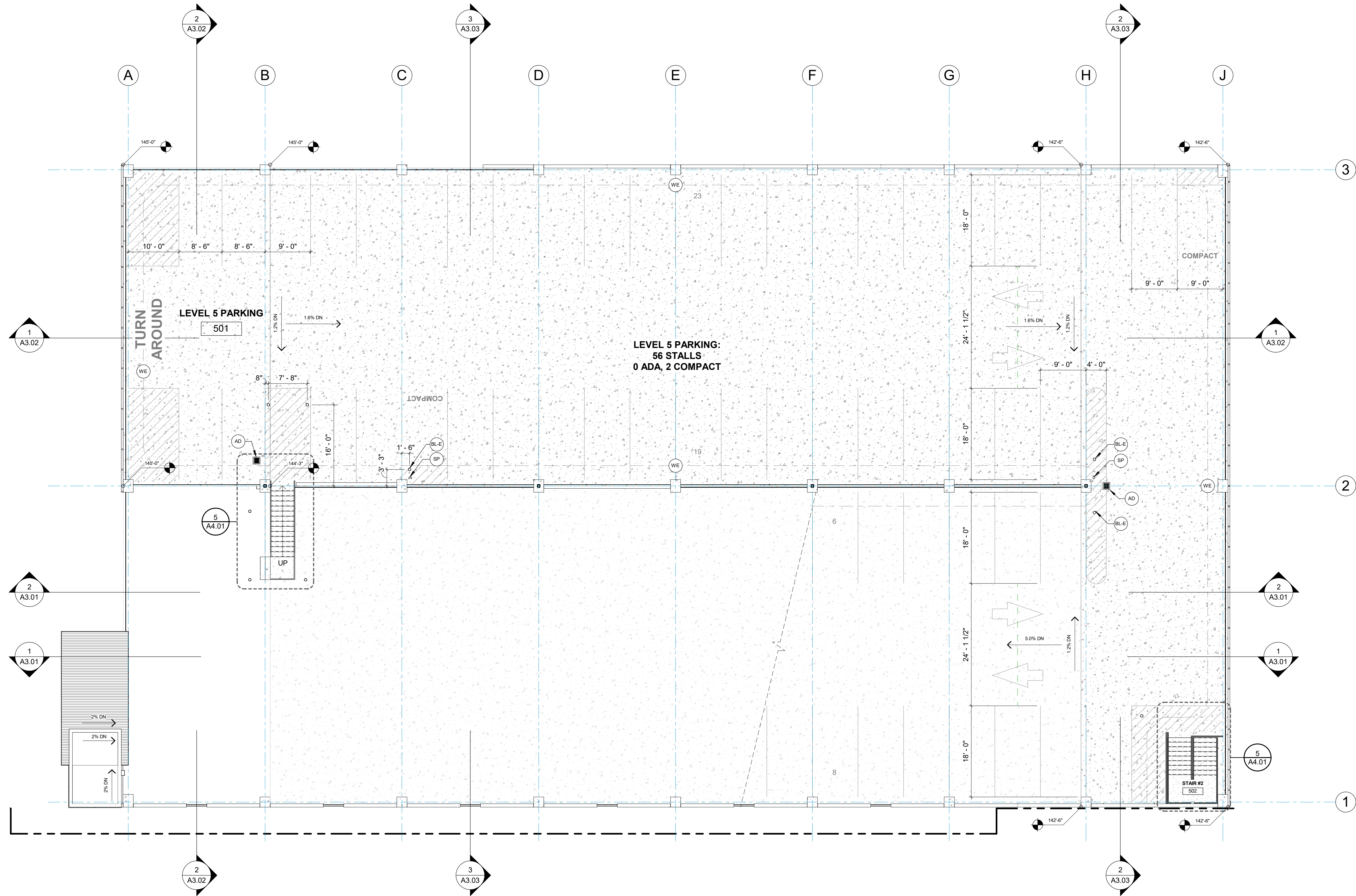
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DRAWING TITLE	LEVEL 4
SHEET NO.	A1.04





1 LEVEL 5  
A1.05 SCALE: 3/32" = 1'-0"

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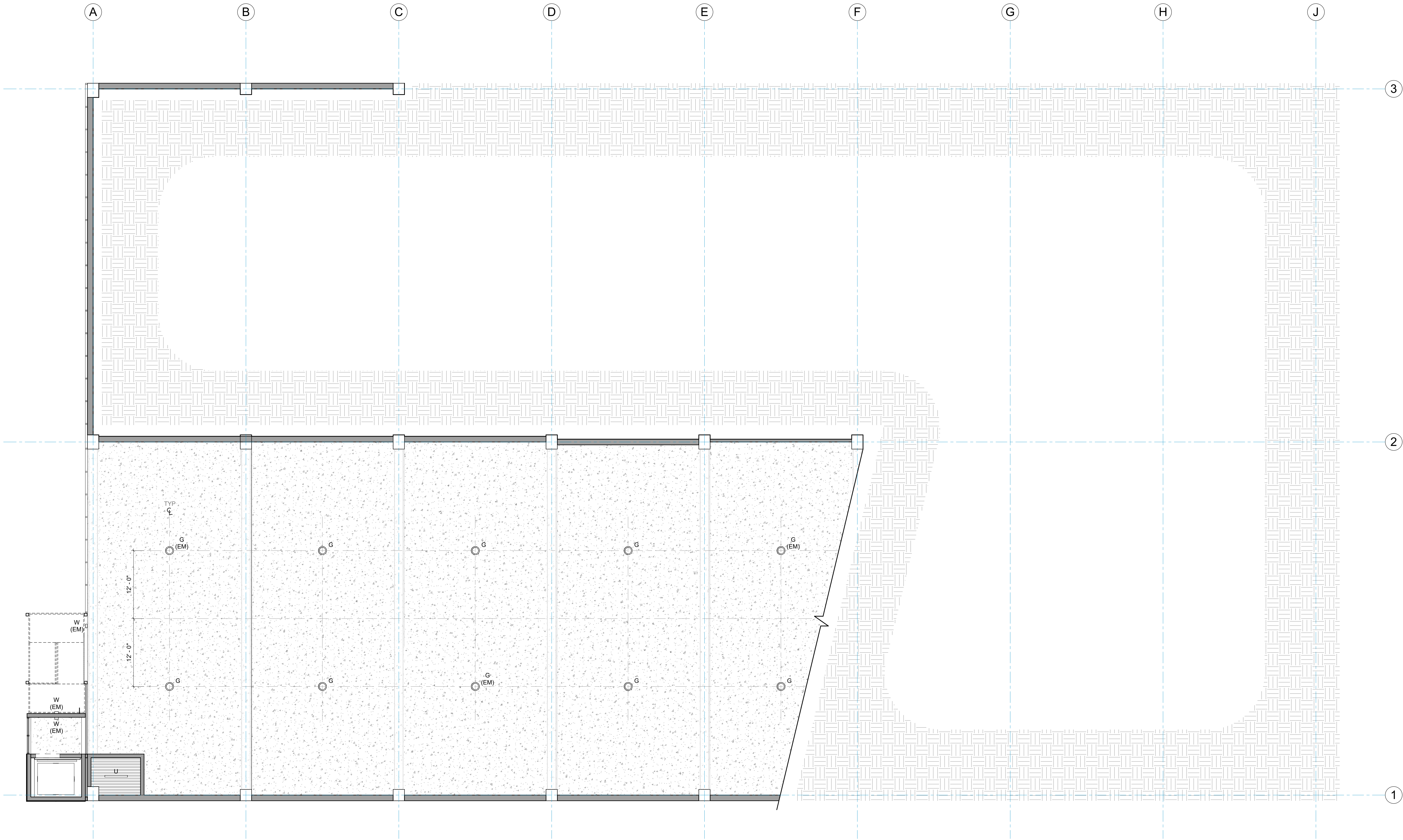
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DATE:	10/13/23
DRAWING TITLE	
LEVEL 5 & ROOF PLAN	
SHEET NO.	
A1.05	

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1 LEVEL 1  
A1.06 SCALE: 1/8" = 1'-0"

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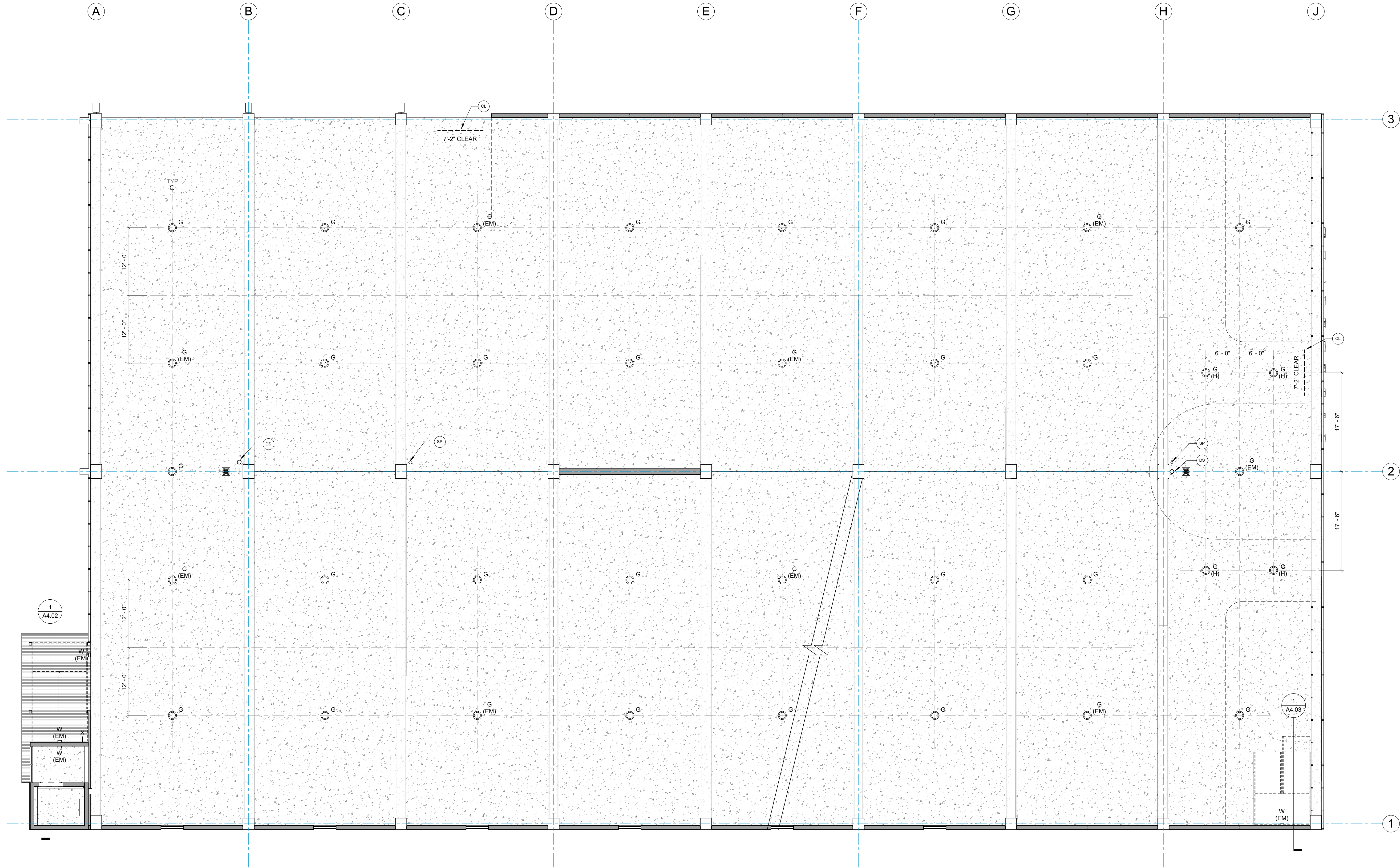
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11TH STREET GARAGE  
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Revisions	
DATE:	10/13/23
DRAWING TITLE	
LEVEL 1 RCP	
SHEET NO.	
A1.06	

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1 LEVEL 2  
A1.07 SCALE: 1/8" = 1'-0"

SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

Revisions	
DATE:	10/13/23
DRAWING TITLE	LEVEL 2 RCP
SHEET NO.	A1.07

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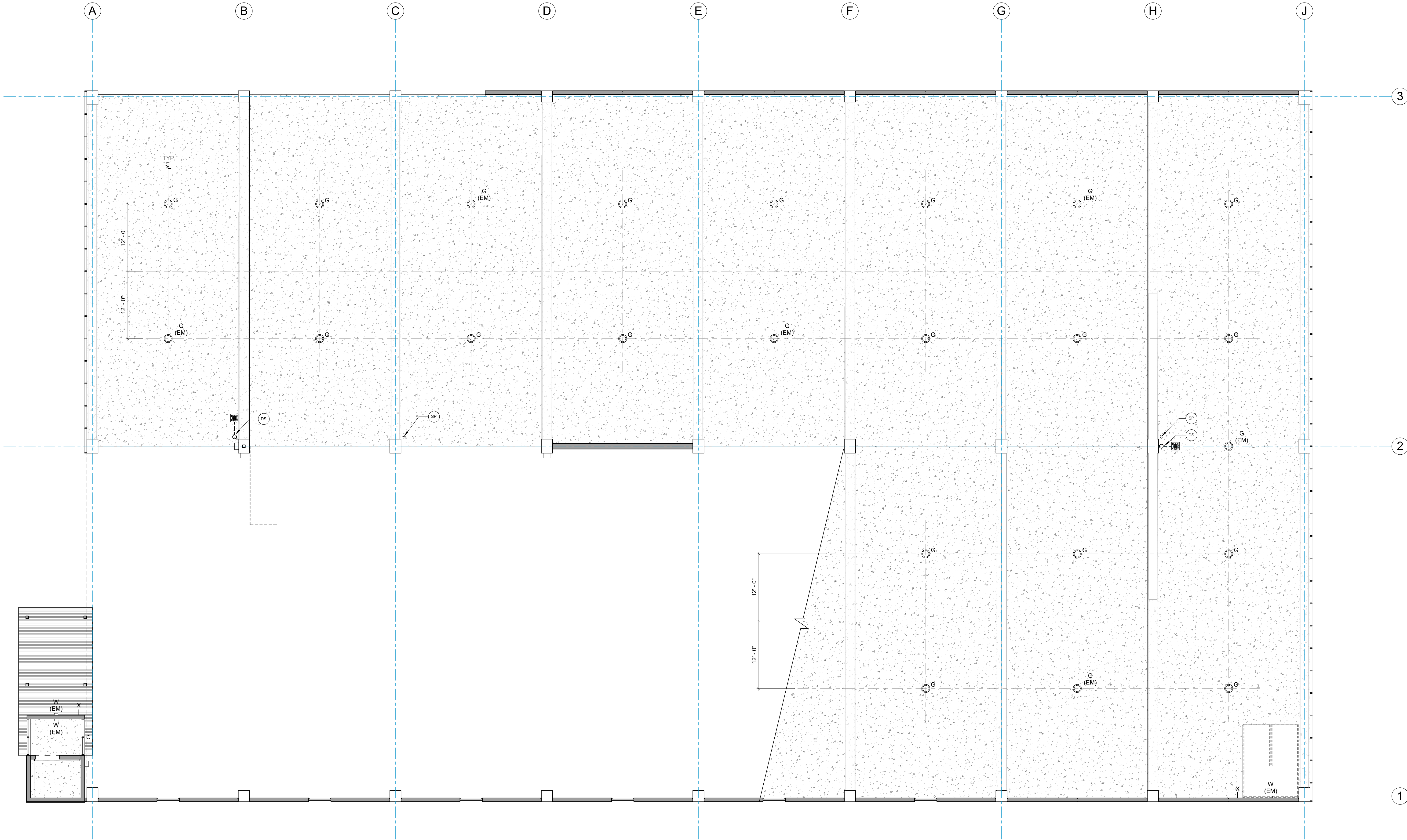
DRAWING TITLE  
LEVEL 3 RCP

SHEET NO.

**A1.08**

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1 LEVEL 4  
A1.09 SCALE: 1/8" = 1'-0"

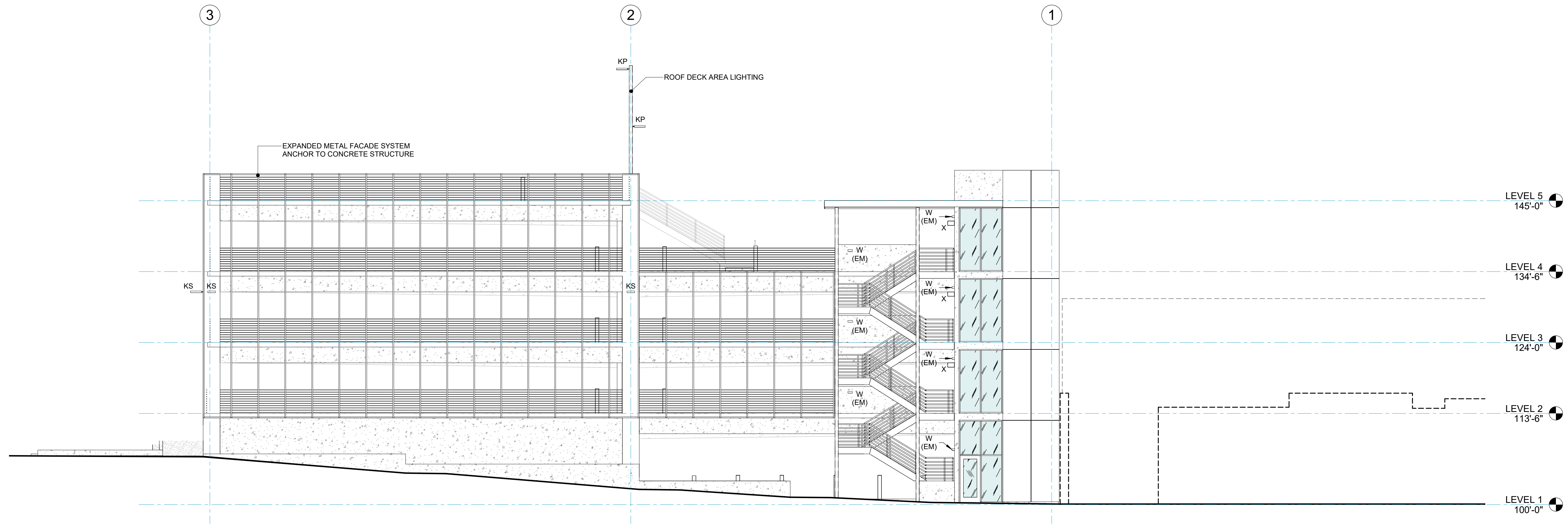
SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

# MIDTOWN RENAISSANCE 11TH STREET GARAGE

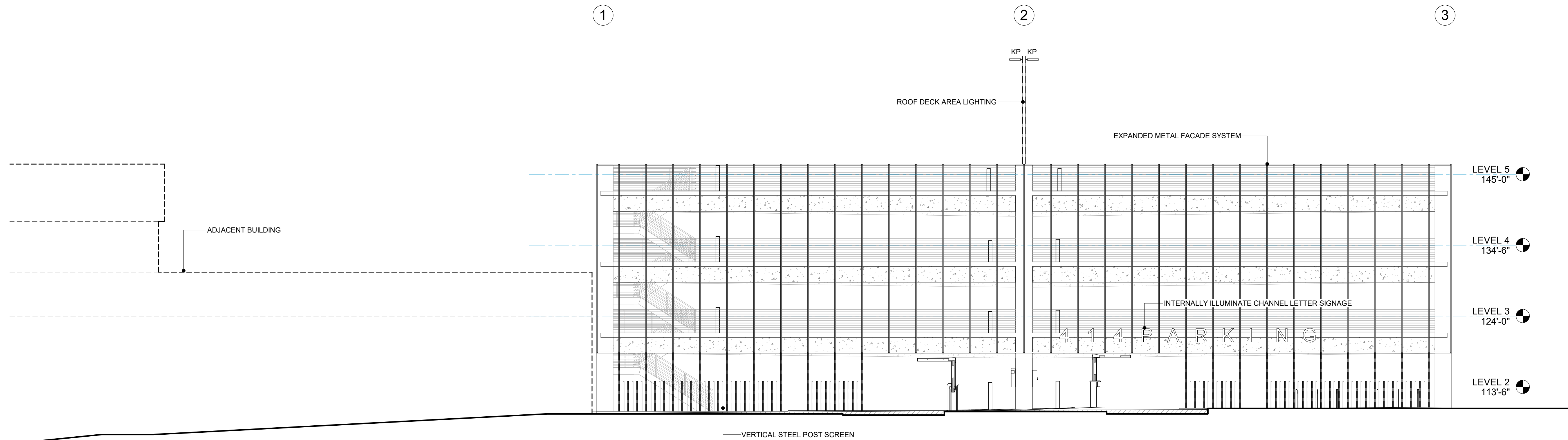
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

Revisions	
DATE:	10/13/23
DRAWING TITLE	LEVEL 4 RCP
SHEET NO.	A1.09





2 SOUTH ELEVATION  
A2.01 SCALE: 1/8" = 1'-0"



1 NORTH ELEVATION  
A2.01 SCALE: 1/8" = 1'-0"

SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

fitzsimmons architects

2721 n walker avenue  
Oklahoma City, Oklahoma 73103  
P 405.600.9460  
F 405.606.4844

MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

Revisions

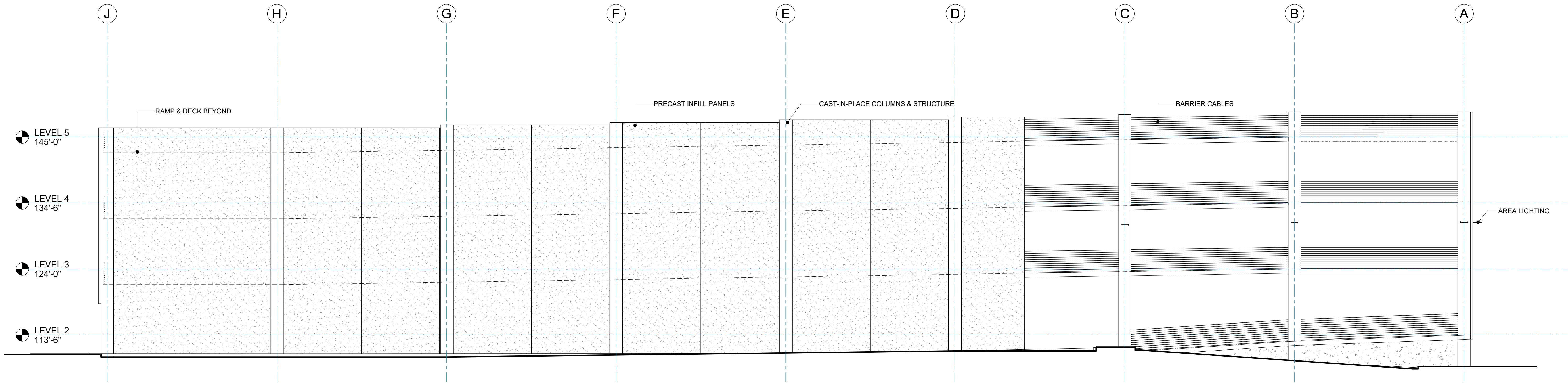
DATE: 10/13/23

DRAWING TITLE  
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ELEVATIONS

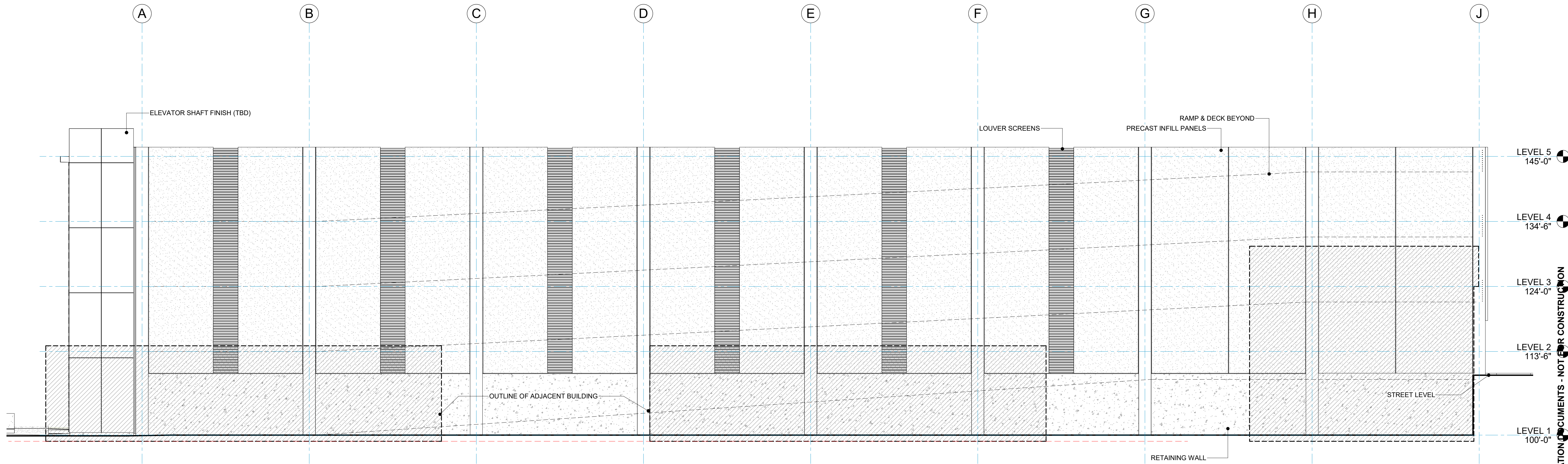
SHEET NO.

A2.01





2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



1 EAST ELEVATION  
SCALE: 1/8" = 1'-0"

SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

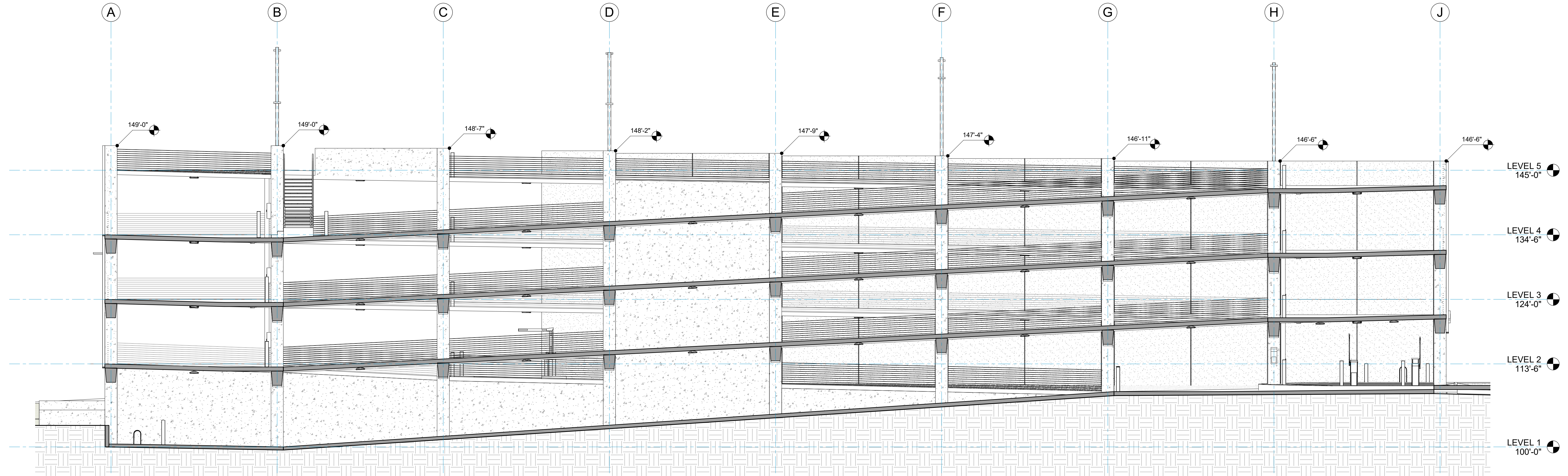
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EXTERIOR  
ELEVATIONS

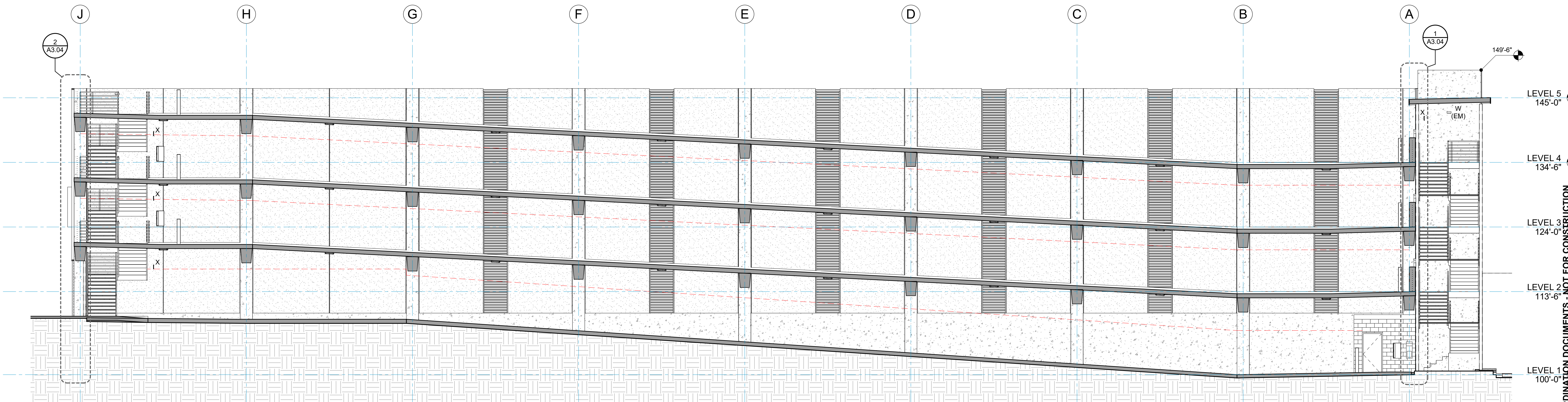
SHEET NO.  
A2.02

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Oklahoma City, Oklahoma 73103  
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F 405.606.4844





2 N/S SECTION 02  
A3.01 SCALE: 1/8" = 1'-0"



1 N/S SECTION 01  
A3.01 SCALE: 1/8" = 1'-0"

SCHMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

Revisions

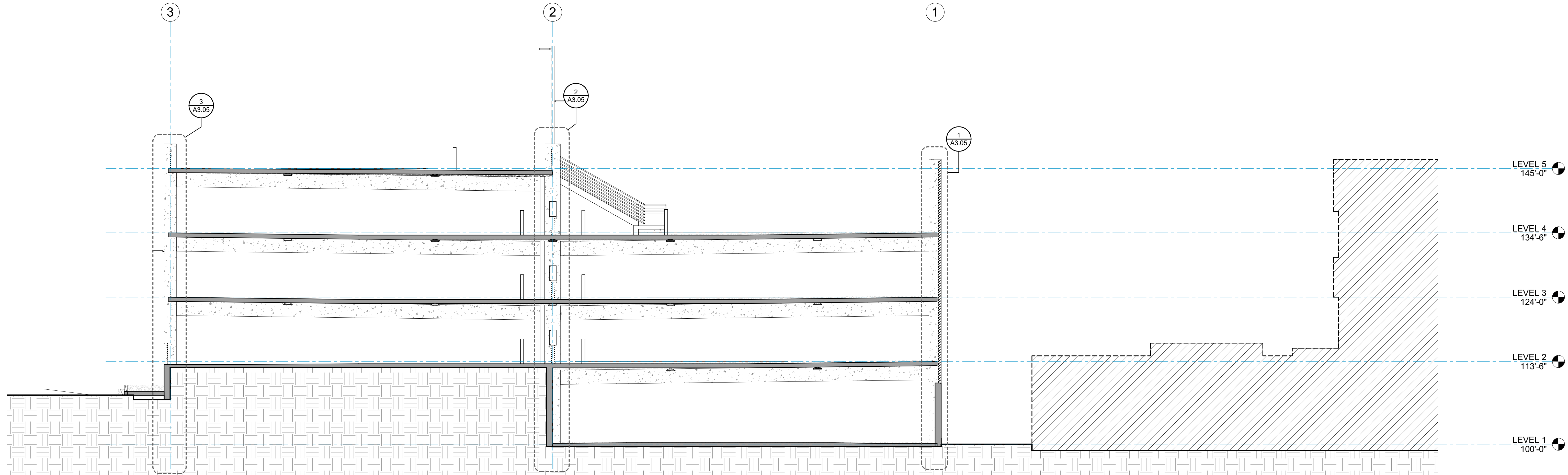
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DRAWING TITLE  
BUILDING SECTIONS

SHEET NO.  
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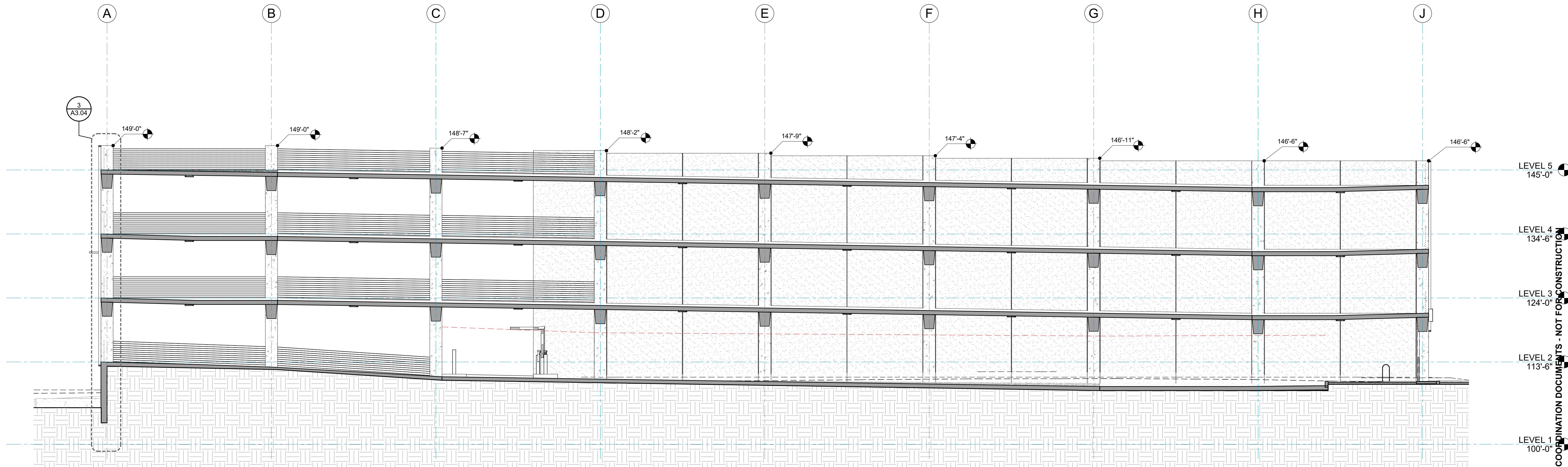
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Oklahoma City, Oklahoma 73103  
P 405.600.9460  
F 405.606.4844





2 E/W SECTION 01  
SCALE: 1/8" = 1'-0"



1 N/S SECTION 03  
SCALE: 1/8" = 1'-0"

SCHMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

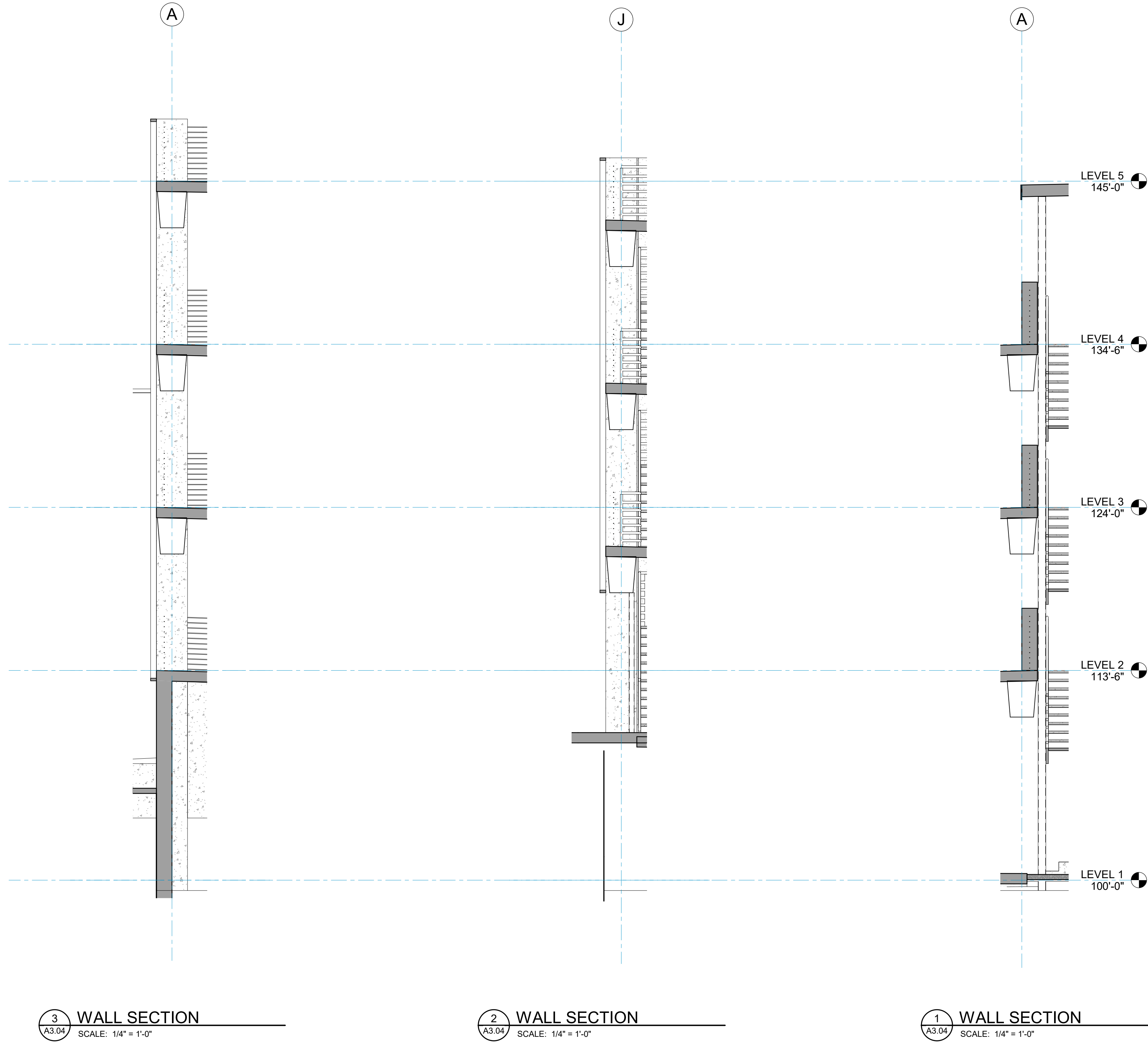
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2721 n walker avenue  
Oklahoma City, Oklahoma 73103  
P 405.600.9460  
F 405.606.4844



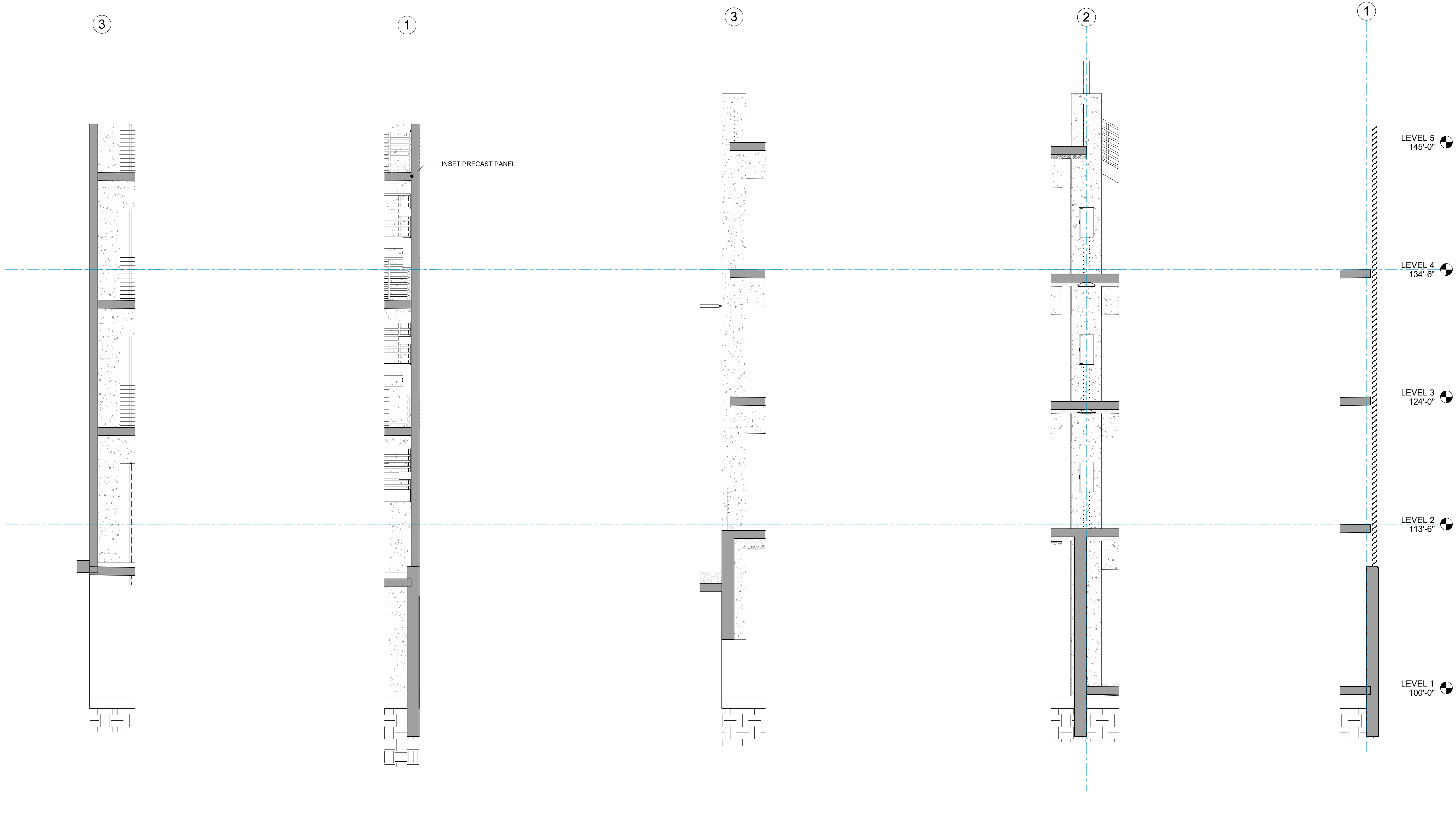




SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

Revisions	
DATE:	10/13/23
DRAWING TITLE WALL SECTIONS	
SHEET NO. A3.04	



5 WALL SECTION  
SCALE: 1/4" = 1'-0"

4 WALL SECTION  
SCALE: 1/4" = 1'-0"

3 WALL SECTION  
SCALE: 1/4" = 1'-0"

2 WALL SECTION  
SCALE: 1/4" = 1'-0"

1 WALL SECTION  
SCALE: 1/4" = 1'-0"

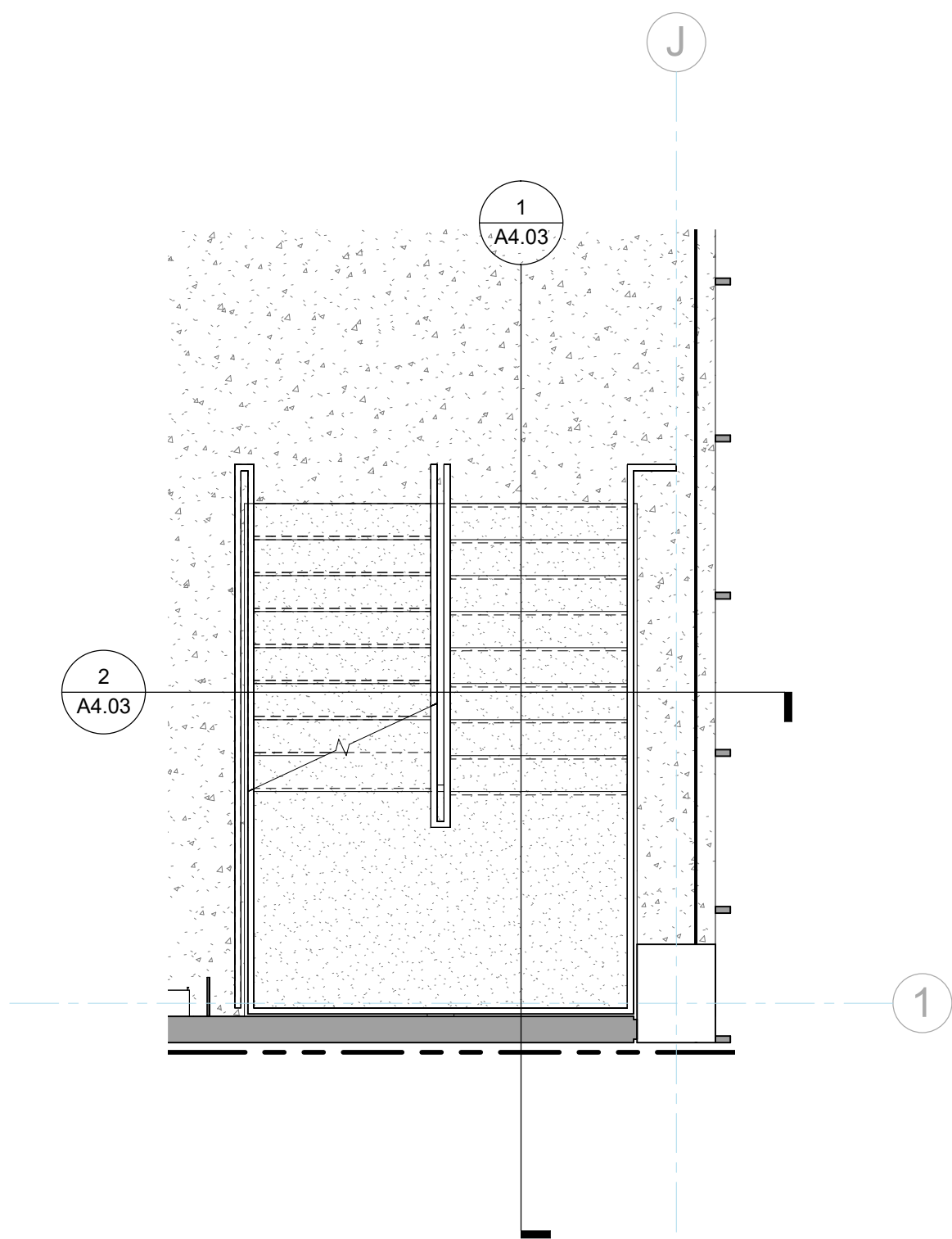
SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

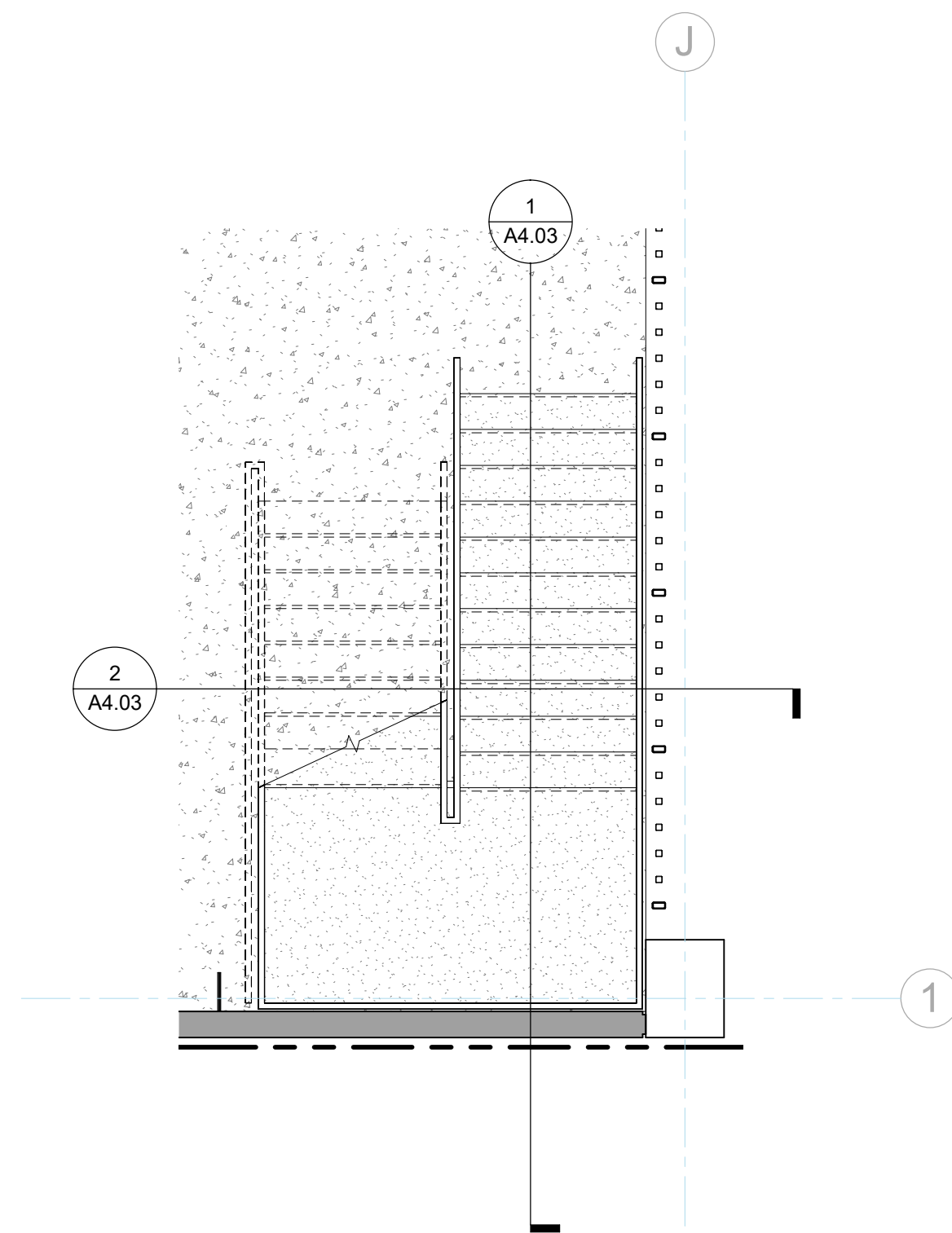
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2721 n walker avenue  
Oklahoma City, Oklahoma 73103  
P 405.600.9460  
F 405.606.4844

Revisions	
DATE:	10/13/23
DRAWING TITLE WALL SECTIONS	
SHEET NO. A3.05	

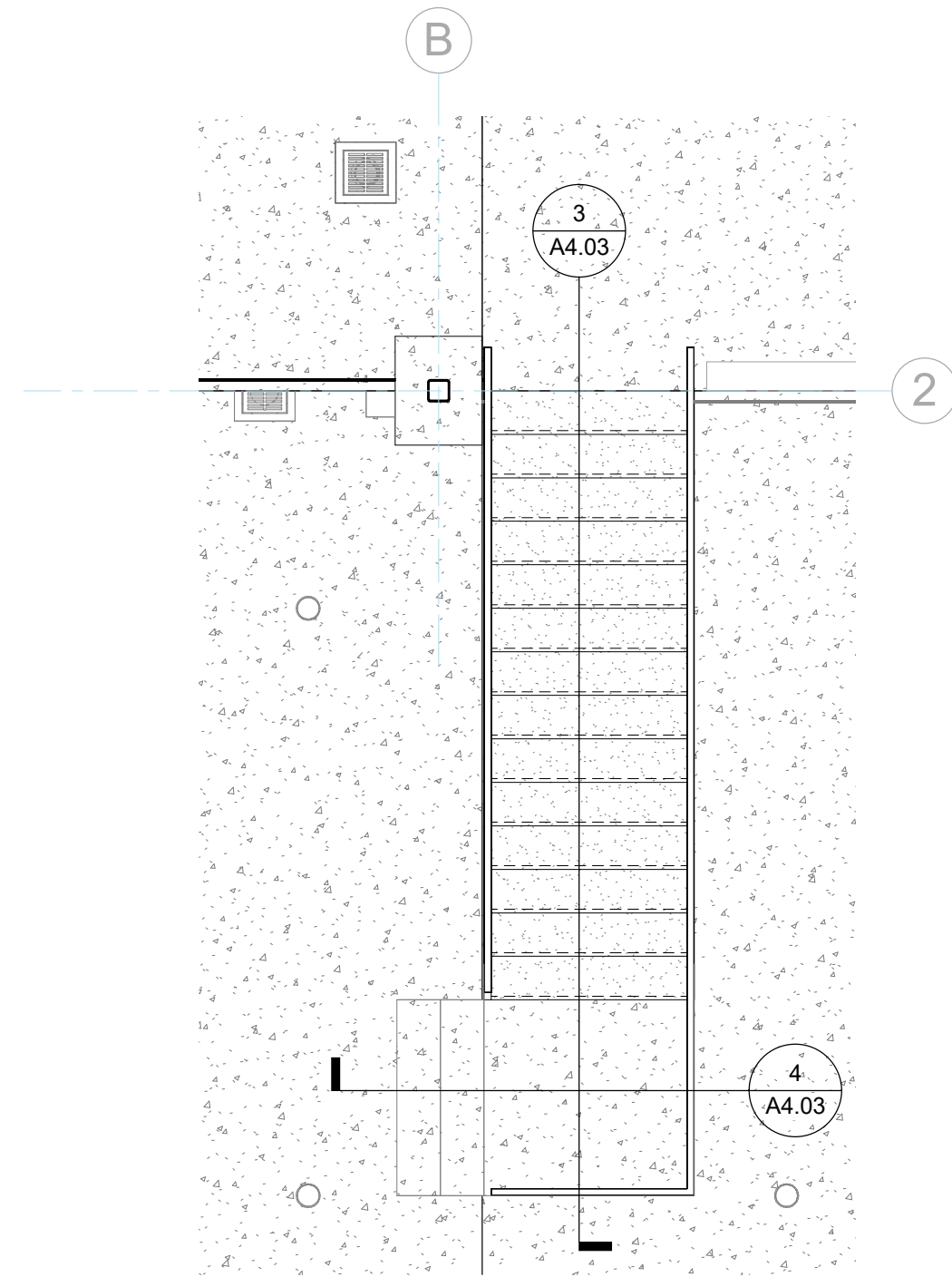




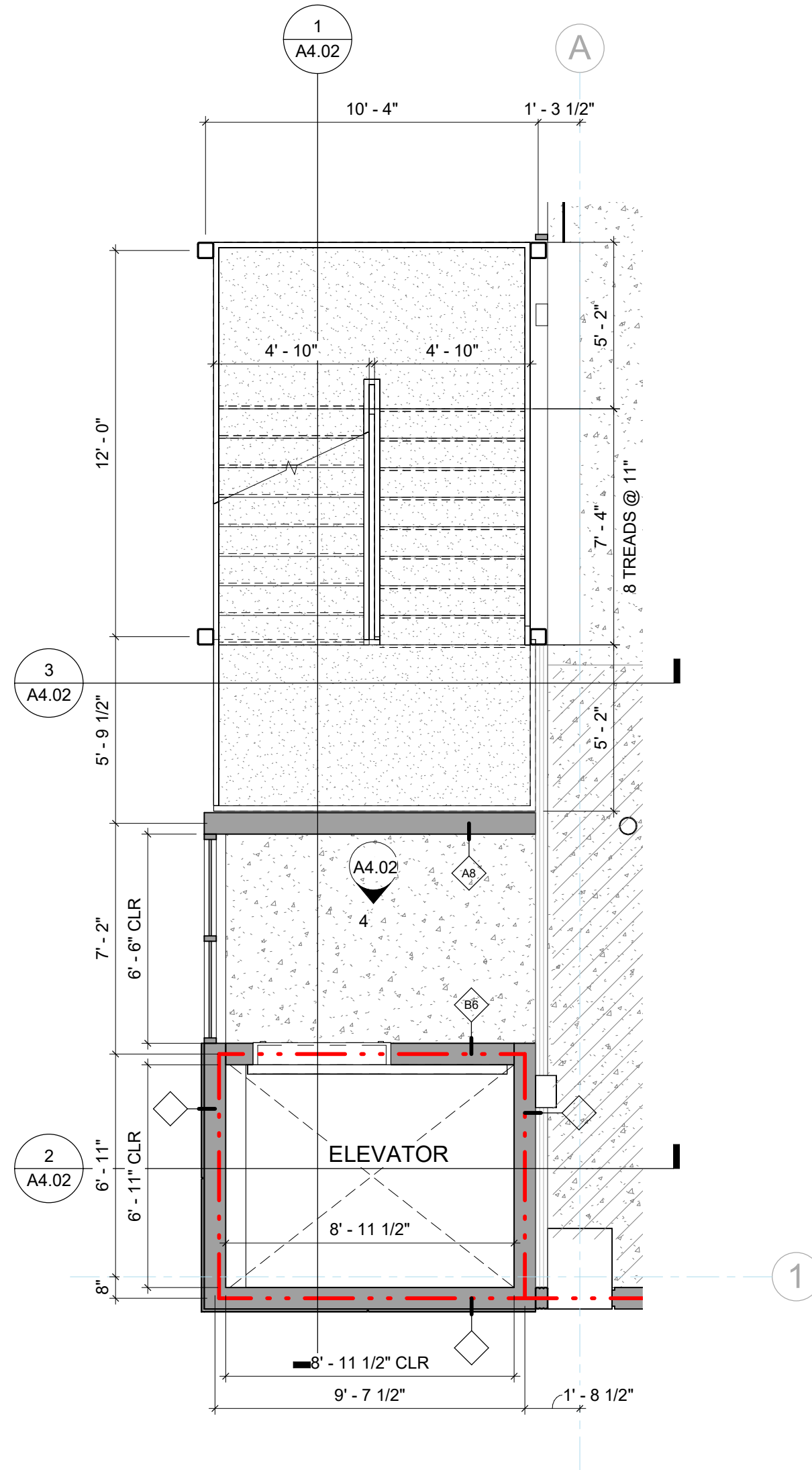
2 NORTH STAIR - LEVELS 3-5  
A4.01 SCALE: 1/4" = 1'-0"



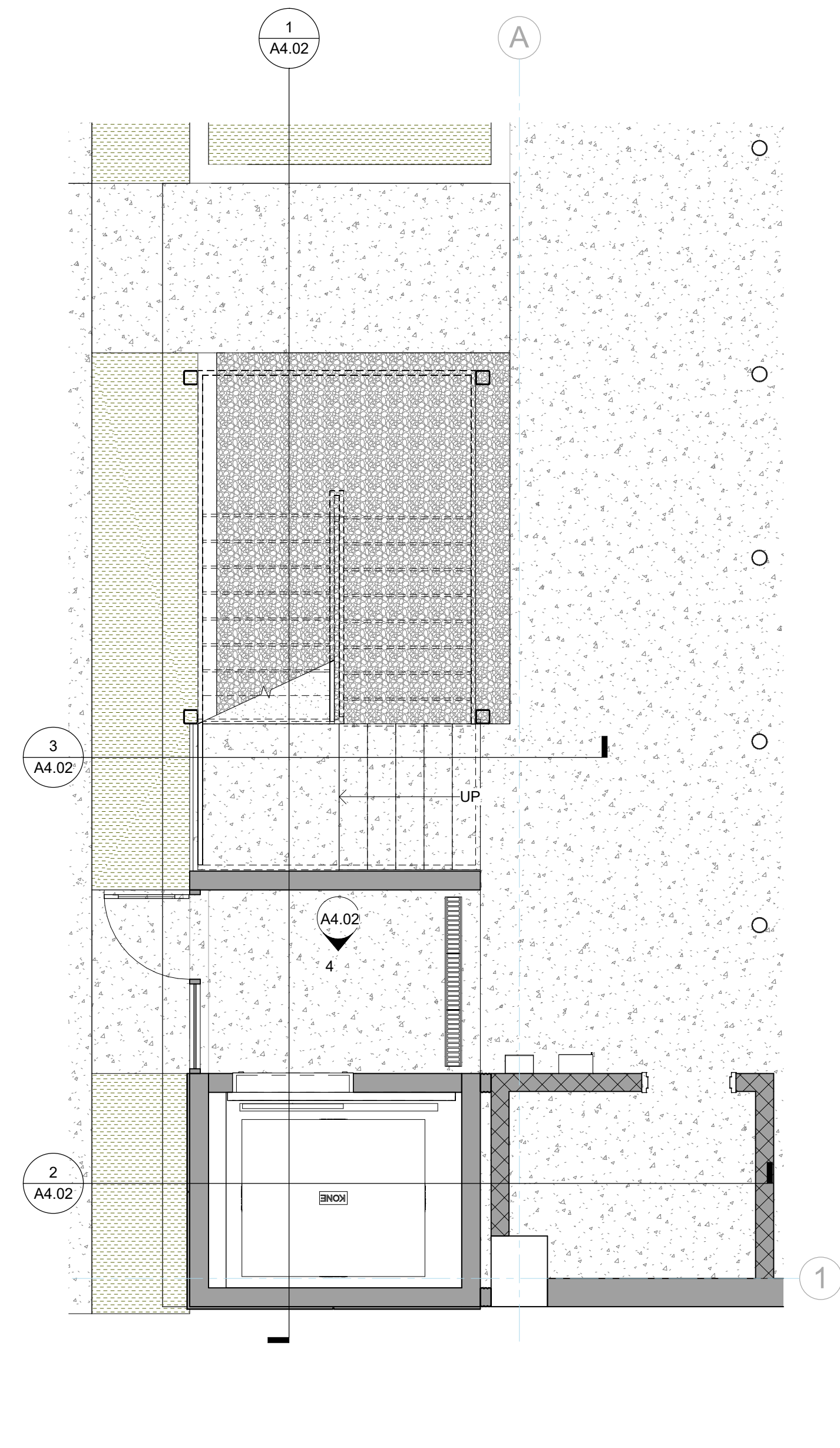
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A4.01 SCALE: 1/4" = 1'-0"



5 ROOF STAIR PLAN  
A4.01 SCALE: 1/4" = 1'-0"



4 SOUTH STAIR LEVELS 2-4  
A4.01 SCALE: 1/4" = 1'-0"



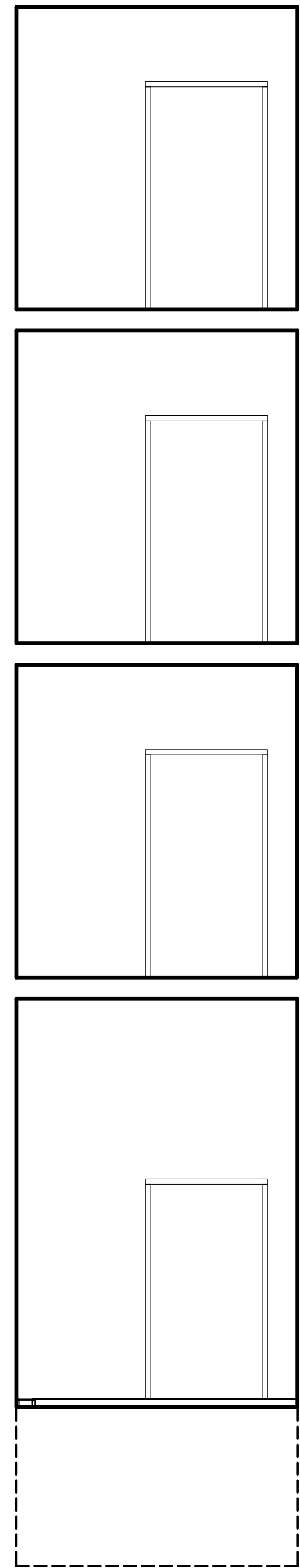
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SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

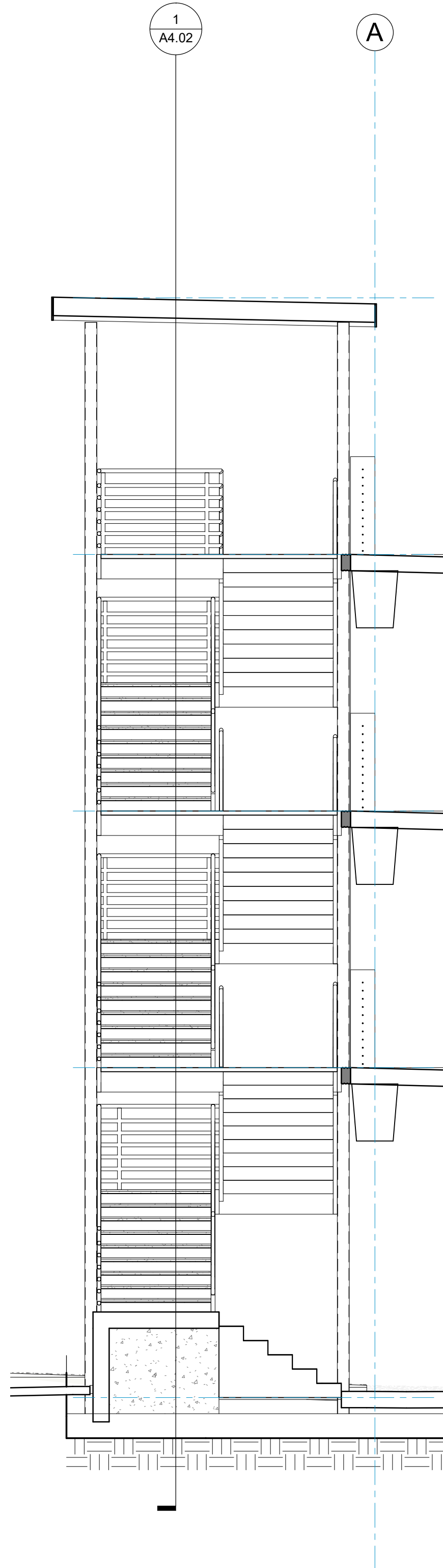
# MIDTOWN RENAISSANCE 11TH STREET GARAGE

414 NW 11TH ST, OKLAHOMA CITY, OK 73106

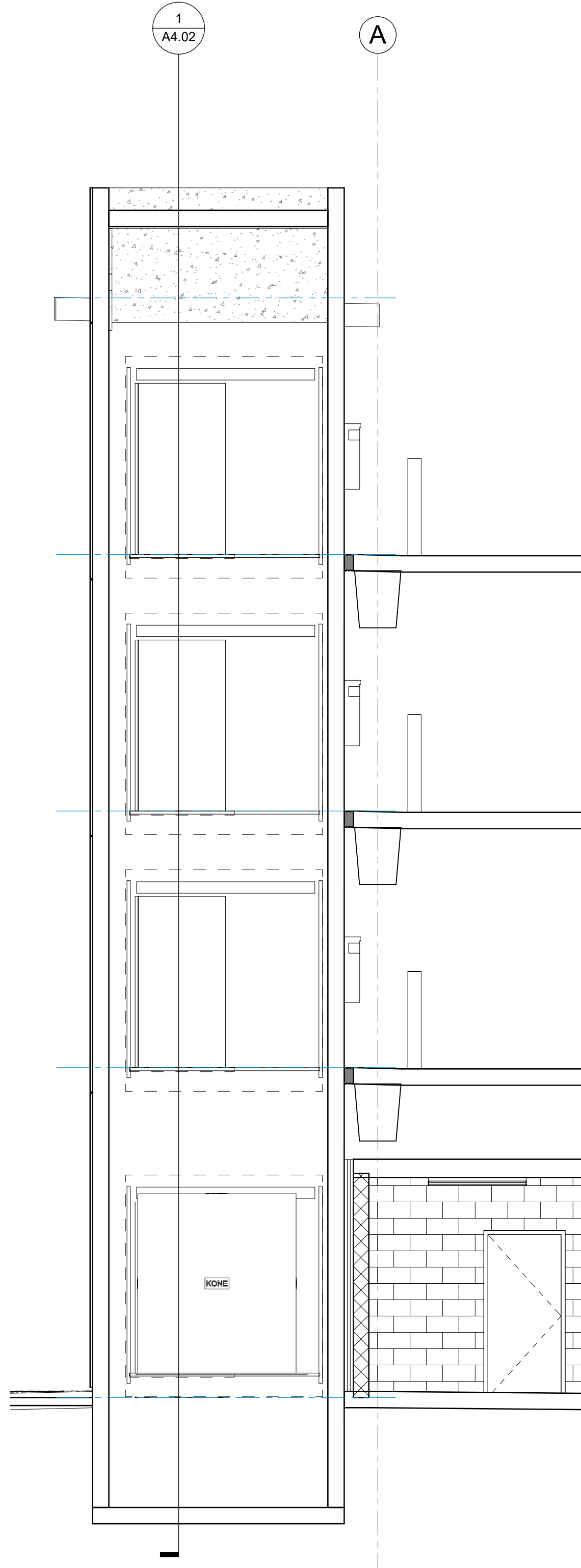
Revisions
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SHEET NO. A4.01



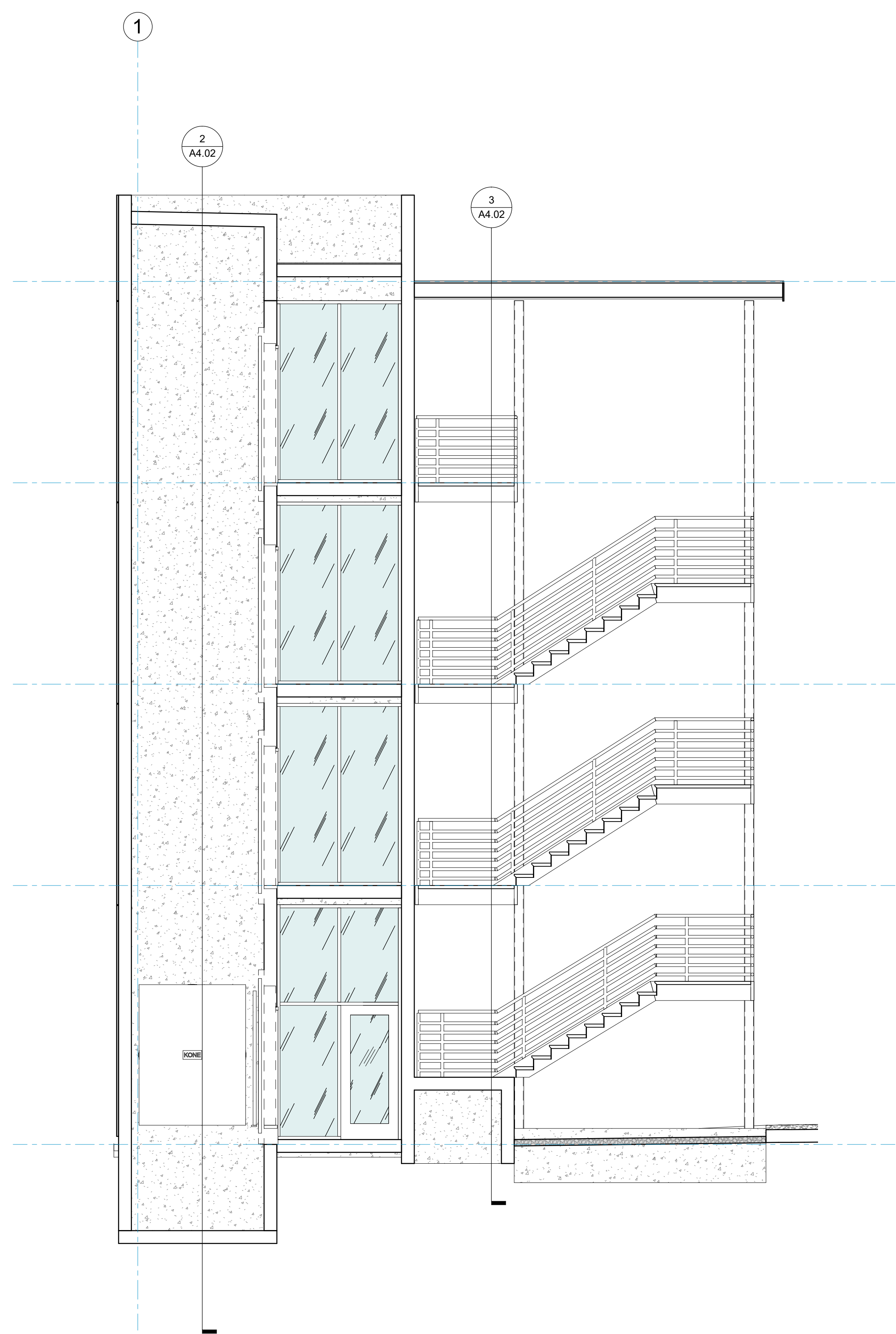
4 ELEVATOR ENTRANCE  
SCALE: 1/4" = 1'-0"



3 SOUTH STAIR - N/S SECTION 02  
SCALE: 1/4" = 1'-0"



2 SOUTH STAIR - N/S SECTION 01  
SCALE: 1/4" = 1'-0"



1 SOUTH STAIR - E/W SECTION  
SCALE: 1/4" = 1'-0"

SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

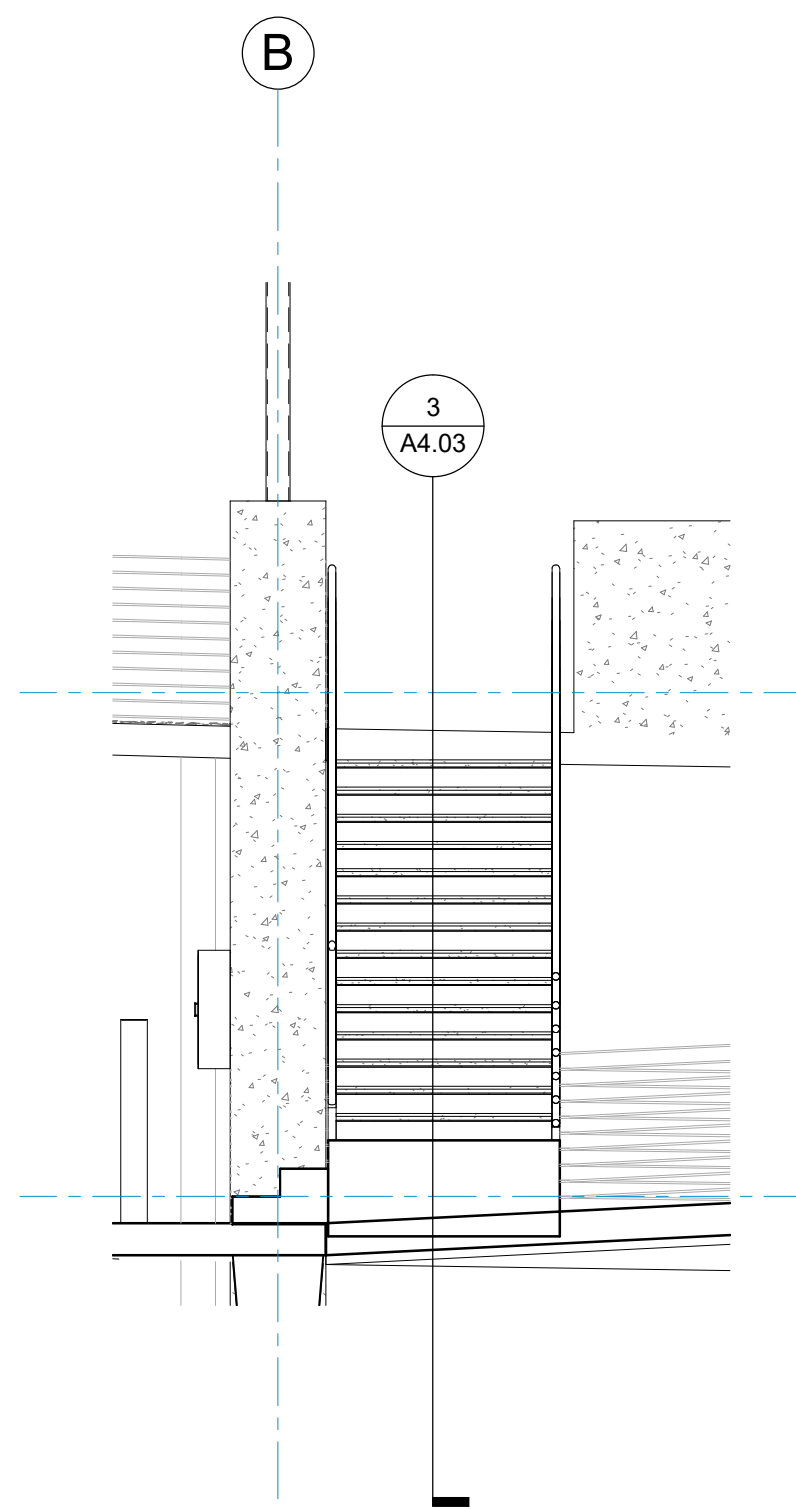
MIDTOWN RENAISSANCE  
11TH STREET GARAGE  
414 NW 11TH ST, OKLAHOMA CITY, OK 73106

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SHEET NO.	
A4.02	

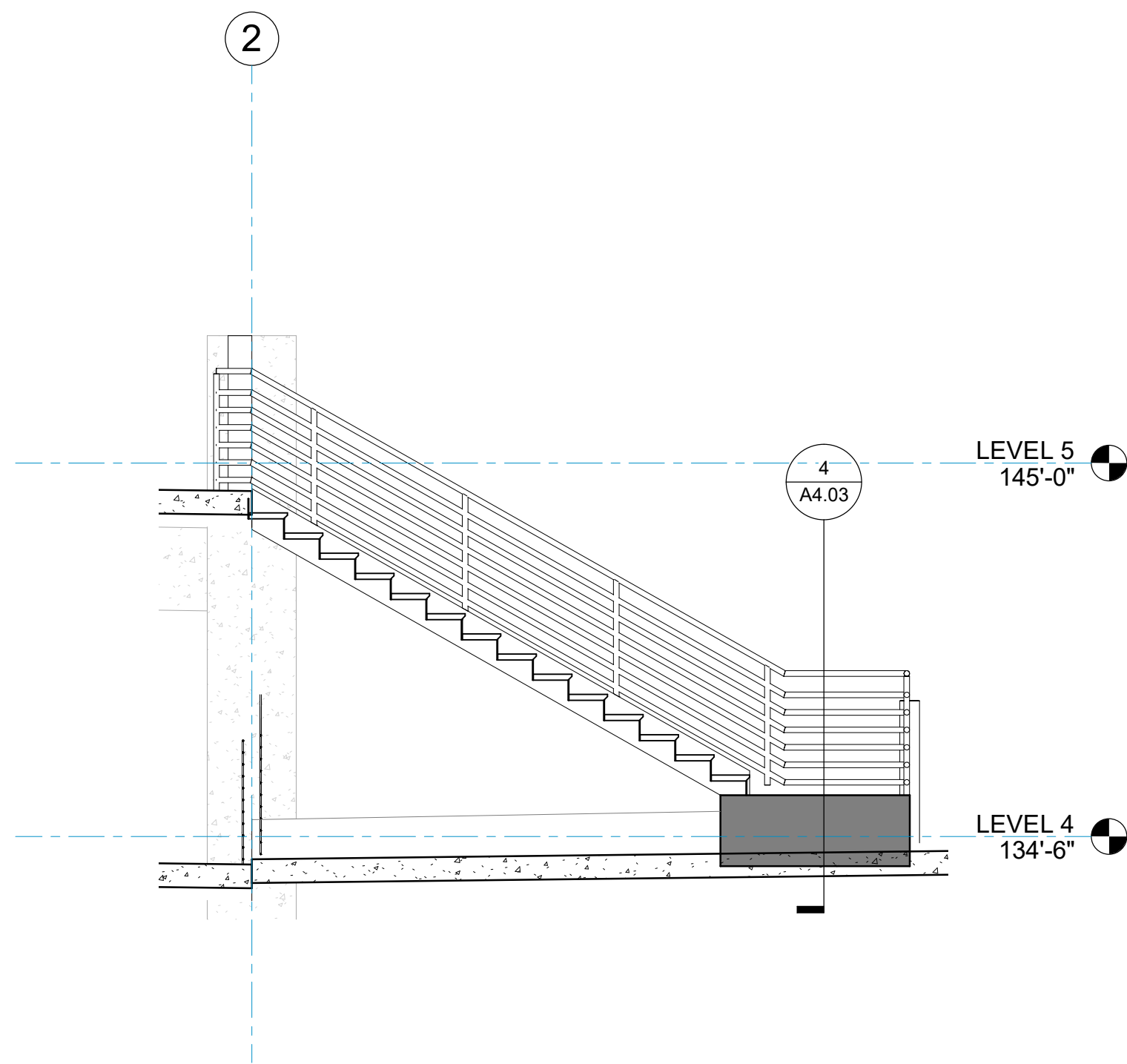
fitzsimmons architects

2721 n walker avenue  
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P 405.600.9460  
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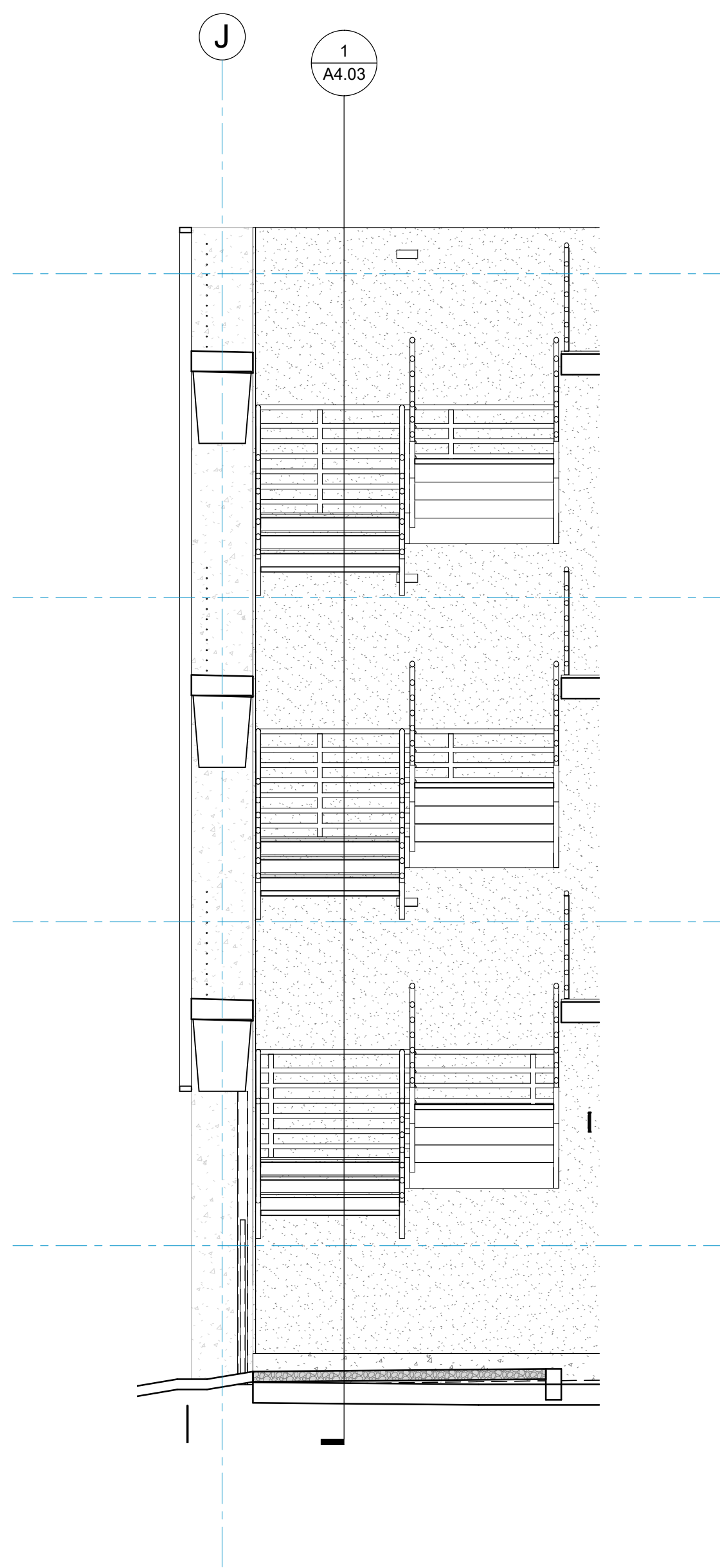




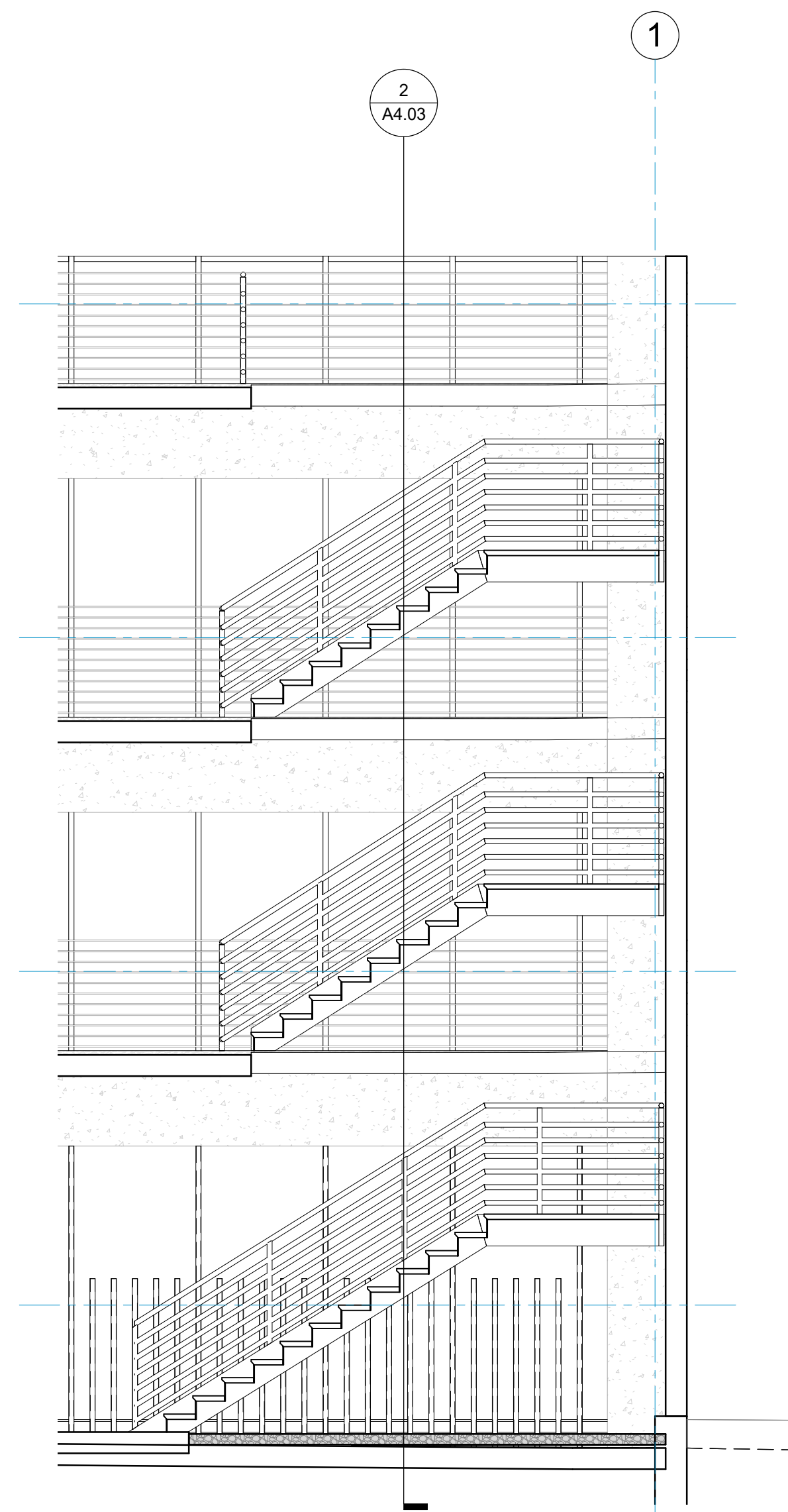
4 ROOF STAIR - N/S SECTION  
A4.03 SCALE: 1/4" = 1'-0"



3 ROOF STAIR - E/W SECTION  
A4.03 SCALE: 1/4" = 1'-0"



2 NORTH STAIR - N/S SECTION  
A4.03 SCALE: 1/4" = 1'-0"



1 NORTH STAIR - E/W SECTION  
A4.03 SCALE: 1/4" = 1'-0"

SCHEMATIC COORDINATION DOCUMENTS - NOT FOR CONSTRUCTION

# MIDTOWN RENAISSANCE 11TH STREET GARAGE

414 NW 11TH ST, OKLAHOMA CITY, OK 73106

Revisions	
DATE:	10/13/23
DRAWING TITLE	
ENLARGED STAIR SECTIONS	
SHEET NO.	
A4.03	

## **Exhibit D**

### **Loan Agreement**

[The form of a Loan Agreement by and among The City of Oklahoma City, the Oklahoma City Economic Development Trust, and Midtown—11<sup>th</sup> Street Parking, LLC, consisting of nine (9) pages, follows this cover page.]

## LOAN AGREEMENT

THIS LOAN AGREEMENT (“*Loan Agreement*”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among **THE CITY OF OKLAHOMA CITY**, an Oklahoma municipal corporation (“*City*”), the **OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST**, an Oklahoma Public Trust (the “*Trust*” or **OCEDT**), and **MIDTOWN—11<sup>th</sup> STREET PARKING, LLC**, an Oklahoma limited liability company (“*Developer*”).

### R E C I T A L S :

**WHEREAS**, Developer is constructing the Palomar Parking Garage Project (“*Project*”) at 414 N.W. 11<sup>th</sup> Street in downtown Oklahoma City on property owned by the Developer, which Project will consist of 309 parking spaces; and

**WHEREAS**, 130 parking spaces within the Project will be dedicated for use by the Palomar Family Justice Center (“*Center*”) at no cost to the Center for a period of 30 years; and

**WHEREAS**, the City, Trust, and Developer entered into the Palomar Parking Garage Project Economic Development Agreement on \_\_\_\_\_, 2025 (“*EDA*”), pursuant to which the City and Trust have agreed to advance \$5,764,191 to Developer for the Project, subject to the terms and conditions of the EDA and this Loan Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the EDA.

**NOW, THEREFORE, IN FURTHERANCE THEREOF**, and pursuant to appropriate and necessary authorizations, and for good and valuable consideration, the City, Trust, and Developer agree as follows:

**1. The Loan.** The loan shall consist of \$3,543,187 in MAPS 4 funds and \$2,221,004 in Downtown Project Plan TIF 2 funds, for a total loan amount of Five Million, Seven Hundred Sixty-Four Thousand, One Hundred Ninety-One and 00/100ths Dollars (\$5,764,191), subject to decrease pursuant to the EDA (“*Loan Amount*”). The City and Trust (collectively, the “*Lenders*”) hereby agree to lend to Developer, and Developer agrees to borrow from the City and Trust, the Loan Amount subject to the conditions set forth herein (the “*Loan*”).

**2. Purpose.** The Developer certifies that the proceeds of the Loan will be used exclusively for the construction, design/engineering, development, financing, and other hard and soft costs associated with the Palomar Parking Garage Project.

**3. Apportionment of Loan Funds.** Loan funds shall be drawn as the Project is constructed, in proportion to the percentage of Project completion. Developer shall submit signed invoices to the Lenders on company letterhead, along with sufficient backup documentation to evidence work performed and the percentage of the Project completed at that time. The Lenders shall review the draw request for reasonableness and accuracy. If the invoice cannot be approved, the Lender shall provide a reason for denial in writing to Developer within ten (10) business days of invoice receipt.



4. **Term.** The maturity date of the Loan shall be thirty (30) years after the date of the full advance of the Loan proceeds to the Developer (the “**Maturity Date**”).

5. **Interest.** Except for default interest that may accrue pursuant to Section 12 herein, the Loan shall bear no interest.

6. **Repayment.** Commencing on the first year anniversary of the date on which the full advance of the Loan is made by Lenders to the Developer (the “**Loan Advance Date**”) and continuing on the anniversary date of each Loan Advance Date in each year thereafter until the Maturity Date (each a “**Payment Date**”), subject to Sections 7 and 8 herein, 1/30 of the outstanding principal balance of the Loan shall be forgiven (each, a “**Payment Amount**”).

7. **Developer Compliance.** The Developer shall complete construction of the Project in accordance with the EDA and thereafter provide 130 parking spaces within the Project for use by the Palomar Family Justice Center pursuant to the terms and conditions set forth in the Parking Garage Lease Agreement (collectively, the “**Developer Compliance Conditions**”).

Within ten business days after a request from the Project Manager, Developer shall provide to the Project Manager a compliance report, together with such backup documentation as the Project Manager may reasonably require, demonstrating that the Developer Compliance Conditions are being met. Notwithstanding anything to the contrary contained herein, if the Project Manager makes a determination that the Developer Compliance Conditions have not been satisfied, the Project Manager will give prompt written notice to Developer (the “**Non-Compliance Notice**”) with an explanation as to the reason(s) that the Project Manager made a determination that the Developer Compliance Conditions were not satisfied (the “**Non-Compliance Reasons**”). Upon Developer’s receipt of the Non-Compliance Notice from the Project Manager, Developer shall have forty-five (45) days to cure the Non-Compliance Reasons (the “**Notice and Cure Period**”). If Developer cures the Non-Compliance Reasons to the satisfaction of Lender within such Notice and Cure Period, then the Developer Compliance Conditions will be deemed to have been satisfied as of the Payment Date.

8. **Failure to Satisfy Developer Compliance Conditions.** If Developer fails to satisfy the Developer Compliance Conditions, after all applicable Notice and Cure Periods, Lenders may declare an amount equal to 1/10950 of the Loan Amount actually advanced to Developer for each day that Developer is not in compliance with the Developer Compliance Conditions to be immediately due and payable by Developer.

9. **Security for the Loan.** Developer shall provide the following as security for this Loan:

(a) Promissory Note. Coincident with Developer’s execution of this Loan Agreement, Developer shall deliver a promissory note in favor of the City and Trust dated as of the Effective Date promising to repay the Loan Amount to the City and the Trust (the “**Note**”).

(b) Mortgage. Coincident with Developer’s execution of this Loan Agreement, Developer shall deliver to the City a Mortgage dated as of the Effective Date (the “**Mortgage**”) on the real property, structures, and improvements which constitute the Project. The Mortgage shall be filed of record at the office of the Oklahoma County Clerk.

This Agreement, the Note, and the Mortgage are collectively referred to herein as the “**Loan Documents**.”

**10. Priority.** Developer agrees that, at all times until full repayment of the Loan, the Lenders shall have and maintain no less than a second priority mortgage on the Project.

**11. Prepayment.** Developer may prepay all or part of the Loan from time to time without penalty or premium.

**12. Call Provision.** In addition to the Lenders’ right to demand repayment of the Loan pursuant to other provisions of this Loan Agreement, the Lender may also call the Loan immediately due and payable if at any time during the term of the Loan, without the Lenders’ prior written approval, there occurs any default under the Note, Mortgage, or this Loan Agreement which is not remedied after any applicable notice and cure period.

**13. Loan Covenants.** Throughout the term of this Loan Agreement, and until the Loan is fully paid or the terms otherwise satisfied, Developer covenants and agrees:

(a) Developer shall promptly pay any amount owed when the same becomes due as required by Section 8.

(b) Developer shall have rights to and continuously maintain and operate the Project as a parking garage as contemplated.

(c) Developer shall preserve and keep in force and effect its existence as a limited liability company in good standing in Oklahoma, and retain legal access to the Project site, except as to approved transfers and assignments as authorized herein.

(d) Developer shall maintain, preserve, and keep the Property and the Project site and equipment thereon in good repair, working order, and condition and timely make all needed and proper repairs, renewals, replacements and additions thereto so at all times the efficiency and use shall be fully preserved and maintained.

(e) Developer shall obtain and maintain the insurance required by the EDA, and upon written request by Lenders, Borrower shall provide Lenders with proof, satisfactory to Lenders, that said insurance is in full force and effect.

(f) Developer shall pay all indebtedness, taxes and other obligations pertaining to the Project or Project site for which it is liable before they become delinquent.

**14. Inspections.** Lenders and their designee(s) or representative(s) shall have the right at all reasonable times during regular business hours (and at any time in the event of an emergency) to enter upon the Project site and inspect the Project to determine that the same is in conformity with this Agreement and all laws, ordinances, rules and regulations applicable to the Project and Developer’s use of the Loan funds. Developer shall permit Lender and its designee or representatives at reasonable times during regular business hours to examine and copy all books, records, and other papers relating to the Project and Developer’s use of the Loan funds to ensure Developer’s compliance.

**15. Event of Default.** The occurrence of any of the following events and failure to cure within stated periods shall constitute an Event of Default:

(a) Any default by Developer in the repayment of any indebtedness owed to Lenders under the Loan Documents for any purpose or reason, which is not paid in full within thirty (30) days from the date the debt is due and payable.

(b) Any breach by Developer of the non-monetary representations, warranties, covenants and conditions of this Agreement or the Loan Documents, which is not cured by Developer to Lenders' reasonable satisfaction within sixty (60) days from the receipt of written notice thereof. If a non-monetary breach or default by Developer occurs that is outside of the control of Developer and which cannot be cured within said sixty (60) days, Developer shall have commenced to cure its breach or default within said sixty (60) days and thereafter diligently proceed to cure its breach or default. Notwithstanding anything to the contrary herein, any violation, breach or default by Developer of any laws, ordinances, rules or regulations applicable to the Project, the Project site or Developer's use of the Loan funds not cured within the applicable period shall constitute an Event of Default;

(d) Any written representation, warranty, or disclosure made to Lenders by Developer which proves to be materially false or misleading as of the date when made, whether or not such representation or disclosure appears in this Agreement or the Loan Documents;

(e) Any material deviation from the Concept Documents in carrying out the Project without the prior written approval of Lenders that is not corrected within thirty (30) days after receipt of written notice from Lenders to Developer; and/or

(f) Filing a petition in bankruptcy or for reorganization under any bankruptcy or insolvency law by or against Developer or filing an application for a receiver or trustee for all or a portion of the Project or the Project site, which is not dismissed within ninety (90) days, or if Developer makes an assignment for the benefit of creditors or becomes insolvent or cannot pay its debts as they mature, or any attachment or execution is levied against all or a portion of the Project or the Project site and is not discharged within ninety (90) days.

**16. Remedies.** Upon the occurrence of an Event of Default, Lenders may, besides any other remedies which Lenders may have or under the Loan Documents or by law, at its option without prior demand or notice, declare the Note immediately due and commence collection proceedings against Developer, and/or foreclose the Mortgage. Lenders may exercise Lender's rights under the law without first commencing foreclosure proceedings against the Property if Lenders so elect. Any such election by Lenders to exercise Lenders' rights shall not prohibit Lenders from simultaneously or thereafter foreclosing upon the Property or exercising any other rights available to Lenders hereunder or at law or in equity.

All remedies of Lenders provided for herein and in any other of the Loan Documents are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by Lenders shall not constitute a cure or waiver of default hereunder or under any other of the Loan Documents or invalidate any act done under any notice of default, or prejudice the Lenders in the exercise of any of its rights hereunder or under any other Loan

Documents unless, in the exercise of said rights, the Lenders shall solely realize all amounts owed to it.

**17. Default Interest; Collection Costs.** Upon Developer's failure to pay any sum when due under this Loan Agreement and the continuation of such failure for ten (10) days after receipt of written notice from the Lender, such unpaid sum shall bear interest at the rate of ten percent (10%) per annum until paid. Until such sum and interest accrued thereon has been paid, the Lender may apply payments received on any amount due under the Loan or under the terms and conditions of any instrument now or hereafter evidencing or securing such indebtedness as the Lenders may determine. Developer agrees that if, and as often as, this Loan Agreement is placed in the hands of an attorney for collection or to defend or enforce any of Lenders' rights under this Loan Agreement or under any instrument securing payment of the Loan, the Developer shall pay to Lenders all of Lenders' reasonable attorney's fees and all court costs and other reasonable expenses incurred in connection therewith.

**18. Prohibitions regarding Transfers.** Developer represents and agrees for itself, and its successors and assigns, that except for the purpose of providing security to a lender for the purposes of obtaining financing necessary to enable the Developer to perform its obligations with respect to completion and operation of the Project as set forth in the Concept Documents, there shall be no transfer of the Developer's interest in the Property, including transfers to an affiliate of the Developer, without the express written consent of the Trust, except for leasehold interests.

**19. Actions by Lender.** Except for the amount of the Loan and the requirement to produce a Note secured by a Mortgage, all requests, directions and approvals of the Lenders contemplated or arising under this Agreement may be provided or made by the City Manager.

**20. Notices.** Any notice or other communication required, permitted, or contemplated by this Loan Agreement must be in writing, signed by the party giving the Notice, and sent using the contact information below. 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. A party may change its contact information by notifying the other parties 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.

In the case of Developer, is addressed (or delivered personally) to:  
Midtown—11<sup>th</sup> Street Parking, LLC  
P.O. Box 2898  
Oklahoma City, Oklahoma 73101  
Attention: Chris Fleming



Email: cfleming@rehcollc.com

with copies to:

Calvert Law Firm  
1041 N.W. Grand Blvd.  
Oklahoma City, Oklahoma 73118  
Attention: Monica J. Hoenshell  
Email: mhoenshell@calvertlaw.com

In the case of the Trust, is addressed (or delivered personally) to:

Craig Freeman  
OCEDT General Manager  
200 N. Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, Oklahoma 73102

with copies to:

City Clerk  
City of Oklahoma City  
200 N. Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, Oklahoma 73102

**21. Severability.** If any provisions contained in this Loan Agreement or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect, under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired, and such illegal, invalid or unenforceable provisions shall, at the reasonable request of any party hereto, be replaced by other provisions in accordance with the purpose and meaning of this Loan Agreement.

**22. Integration.** The EDA, Loan Agreement, Note, and Mortgage contain the complete understanding and agreement of the City, Trust, and Developer with respect to the Loan, and supersede all prior agreements, arrangements, understandings, representations and negotiations concerning the Loan.

**23. Assignment.** Developer shall not assign or delegate its rights or obligations under this Loan Agreement without the prior written consent of the City and Trust.

**24. Choice of Law, Jurisdiction, and Venue.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to conflict of laws principles. Any action or proceeding with respect to this Loan Agreement, the Note, or the Mortgage should be brought in a court of competent jurisdiction located in Oklahoma County, Oklahoma.

**25. Counterparts.** This Loan Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument, and any party hereto may execute this Loan Agreement by signing such counterpart. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this Loan Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of this Loan Agreement or of signature pages

by facsimile or other electronic transmission shall constitute effective execution and delivery of this Loan Agreement, and such counterparts may be used in lieu of the original for all purposes.

**IN WITNESS WHEREOF**, Borrower and Lenders have caused this Mortgage and Security Agreement to be duly executed.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

This **Loan Agreement** is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Midtown—11<sup>th</sup> Street Parking, LLC.

**BORROWER:**

**Midtown—11<sup>th</sup> Street Parking, LLC,**  
an Oklahoma limited liability company

\_\_\_\_\_  
By: Robert E. Howard II, Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Robert E. Howard II, the Manager of Midtown—11<sup>th</sup> Street Parking, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the same as his free and voluntary act and deed, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

Commission #\_\_\_\_\_

This **Loan Agreement** is executed by the Chairperson of the Oklahoma City Economic Development Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OKLAHOMA CITY  
ECONOMIC DEVELOPMENT TRUST**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

This **Loan Agreement** is executed by the Mayor of The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF OKLAHOMA CITY**

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

## **Exhibit E**

### **Promissory Note**

[The form of a Promissory Note by Midtown—11<sup>th</sup> Street Parking, LLC in favor of The City of Oklahoma City and the Oklahoma City Economic Development Trust, consisting of four (4) pages, follows this cover page.]



## PROMISSORY NOTE

\$5,764,191

[Date]

FOR VALUE RECEIVED, **Midtown—11<sup>th</sup> Street Parking, LLC**, an Oklahoma limited liability company having a mailing address of P.O. Box 2898, Oklahoma City, Oklahoma, 73101 (“**Maker**”), hereby promises to pay **The City of Oklahoma City**, a municipal corporation having its office and mailing address at 200 N. Walker Avenue, Oklahoma City, Oklahoma 73201 (“**City**”), and the **Oklahoma City Economic Development Trust**, a public trust having its office and mailing address at 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102 (“**OCEDT**”) (the City and OCEDT are, collectively, the “**Payees**”), the principal sum of Five Million, Seven Hundred Sixty Four Thousand, One Hundred Ninety One and No/100 Dollars (\$5,764,191), or such much thereof as has been advance in accordance with the Loan Agreement, in United States currency, at the rates and at the times hereafter described.

This Promissory Note (this “**Note**”) is made pursuant to that certain Loan Agreement dated effective as of \_\_\_\_\_, between Payees and Maker (the “**Loan Agreement**”). This Note is by Maker in favor of Payees with respect to the loan by Payees to Maker of the principal sum of \$5,764,191 (the “**Loan**”). Payment of this Note is governed by the Loan Agreement, the terms of which are incorporated herein by express reference as if fully set forth herein. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

**1. Interest.** The interest rate on the outstanding principal balance of the Loan will be zero percent (0%).

**2. Repayment of Loan.** The maturity date of the Loan shall be twenty (30) years after the date of the full advance of the Loan proceeds to the Maker (the “**Maturity Date**”).

**3. Default Interest; Collection Costs.** Maker’s failure to pay any sum when due under this Note and the continuation of such failure for ten (10) days after Maker’s receipt of written notice from OCEDT shall constitute a default under this Note, and such unpaid sum shall bear interest at the rate of ten percent (10%) per annum until paid. During the existence of any such default, Payees may apply payments received on any amount due under the Loan or under the terms of any instrument now or hereafter evidencing or securing such indebtedness as Payees may determine. Maker agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of Payee’s rights under this Note or under any instrument securing payment of the Loan, Maker shall pay to Payees reasonable attorney’s fees and all court costs and other reasonable expenses incurred in connection therewith.

**4. Mortgage; Applicable Law.** This Note is issued by the Maker and accepted by the Payees pursuant to a lending transaction negotiated, consummated, and to be performed in Oklahoma City, Oklahoma County, Oklahoma. Payment of this Note is secured by a Mortgage and Security Agreement (the “**Mortgage**”) and this Note is to be construed according to the laws of the State of Oklahoma.

**5. Events of Default.** The Maker shall be in default under this Note if any of the following events or conditions occur: (a) any payment required by this Note is not made when due, and Maker fails to make such payment within thirty (30) days after receipt of written notice from Payee; (b) any warranty, representation, financial information or statement made or furnished to the Payee by or in behalf of Maker in connection with the Loan proves to have been false in any material respect when made or furnished; (c) dissolution or termination of existence of Maker; or (d) appointment of a receiver over any part of the property of Maker and such appointment is not discharged within sixty (60) days, the general assignment of property by Maker for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Maker and such proceeding is not dismissed within ninety (90) days ("**Event of Default**").

**6. Prepayment.** Maker may prepay all or part of the Loan from time to time without penalty or premium.

**7. No Deduction or Setoff.** All payments due hereunder shall be made (i) without deduction of any present or future taxes, levies, imposts, deductions, charges or withholdings, which amounts shall be paid by Maker, and (ii) without any other set off. Maker will pay the amounts necessary such that the gross amount received by the Payees is not less than that required by this Note.

**8. Remedies.** Upon the occurrence of an Event of Default under this Note, the Loan Agreement, the Mortgage or any other security instrument securing payment of this Note that is not cured within any applicable notice and cure period, at the option of the Payees, this Note shall become due, payable and collectible then or thereafter as the Payees may elect, regardless of the date of maturity hereof. Notice of the exercise of such option is hereby expressly waived, unless the Payees, at the Payees' option, exercise the option to foreclose the Mortgage by power of sale. In such event, notice shall be given as required by the Oklahoma Power of Sale Mortgage Foreclosure Act, 16 Okla. Stat. § 40 *et seq.* Failure by the Payees to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The Maker, endorsers, sureties, guarantors and all other persons who may become liable for all or any part of this obligation severally waive presentment for payment, protest and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, release of all or any part of the security for the payment hereof, and the release of any party liable for payment of this obligation. Any such extension of time or release may be made at any time and from time to time without notice to any such party and without discharging such party's liability under this Note.

**9. Requirements for Change, Discharge, Termination, or Waiver.** No provision of this Note may be changed, discharged, terminated, or waived except in writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of the Payee to exercise and no delay by the Payee in exercising any right or remedy under this Note or under the law shall operate as a waiver thereof.

**10. Costs.** If any Event of Default occurs under this Note or the Loan Agreement, whether or not any action or proceeding is brought to enforce the provisions of this Note and the

Loan Agreement, Maker promise to pay to Payee (i) all costs of any default notice, demand for cure, enforcement, collection, exercise of other remedies, (ii) all costs of any forbearance and modification with respect to the Loan and the Loan Agreement, and (iii) all costs of any other action taken to collect the Loan, to enforce any provision of the Loan Agreement or to protect Payee's interests under this Note and the Loan Agreement.

**11. Severability.** If any provision of this Note is unenforceable, the enforceability of the other provisions shall not be affected, and they shall remain in full force and effect.

**12. Interest Rate Limitation.** Maker hereby agrees to pay an effective rate of interest that is the sum of the interest rate provided for herein, together with any additional rate of interest resulting from any other charges of interest or in the nature of interest paid or to be paid in connection with the Loan, including, without limitation, any fees or charges to be paid by Maker pursuant to the provisions of this Note and the Loan Agreement. Payees and Maker agree that none of the terms and provisions contained herein or in the Loan Agreement shall be construed to create a contract for the use, forbearance, or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Oklahoma. In such event, if any Payee of this Note shall collect monies that are deemed to constitute interest that would otherwise increase the effective interest rate on this Note to a rate in excess of the maximum rate permitted to be charged by the laws of the State of Oklahoma, all such sums deemed to constitute interest in excess of such maximum rate shall, at the option of the Payees, be credited to the payment of other amounts payable under this Loan Agreement (other than interest) or returned to Maker.

**13. Headings.** Headings at the beginning of each numbered section of this Note are intended solely for convenience and are not to be considered in interpreting the terms of this Note.

**14. Choice of Law, Jurisdiction and Venue.** This Note shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to conflict of laws principles. Any action or proceeding with respect to this Note or the Loan Agreement shall be brought in a court of competent jurisdiction located in Oklahoma County, Oklahoma.

**15. Time of the Essence.** Time is of the essence with regard to each provision of this Note and the Loan Agreement as to which time is a factor.

**16. Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be delivered in accordance with the notice provisions set forth in the Loan Agreement.

Maker has executed and delivered this Note as of the day and year first set forth above.

**Midtown—11<sup>th</sup> Street Parking, LLC,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Robert E. Howard II, Manager

**ACKNOWLEDGMENT**

**STATE OF OKLAHOMA**            )  
  ) SS.  
**COUNTY OF OKLAHOMA**        )

Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Robert E. Howard II, the Manager of Midtown—11<sup>th</sup> Street Parking, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the same as his free and voluntary act and deed, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

## **Exhibit F**

### **Mortgage and Security Agreement**

[The form of a Mortgage and Security Agreement by Midtown—11<sup>th</sup> Street Parking, LLC in favor of The City of Oklahoma City and the Oklahoma City Economic Development Trust, consisting of fifteen (15) pages, follows this cover page.]



Space Above for Recorder's Use Only

**DOCUMENT COVER SHEET**

**TITLE OF DOCUMENT:** **MORTGAGE AND SECURITY AGREEMENT**

**DATE OF DOCUMENT:** as of \_\_\_\_\_, 2025

**BORROWER:** **Midtown—11<sup>th</sup> Street Parking, LLC,**  
an Oklahoma not-for-profit corporation

**Mailing Address:** PO Box 2898  
Oklahoma City, Oklahoma 73101  
Attention: Chris Fleming

**LENDER:** **The City of Oklahoma City,**  
an Oklahoma municipal corporation

**Mailing Address:** 200 N. Walker Avenue  
Oklahoma City, Oklahoma 73102  
Attention: City Clerk

**LEGAL DESCRIPTION:** See **Exhibit A** attached hereto.

## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this “*Mortgage Agreement*”), made as of \_\_\_\_\_, 2025, is by and among Midtown—11<sup>th</sup> Street Parking, LLC, an Oklahoma limited liability company having a mailing address of P.O. Box 2898, Oklahoma City, Oklahoma 73101 (“*Borrower*”), in favor of The City of Oklahoma City, an Oklahoma municipal corporation having its office and mailing address at 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102 (“*City*”), and the Oklahoma City Economic Development Trust, an Oklahoma public trust having its office and mailing address at 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102 (“*Trust*”) (the City and Trust are, collectively, the “*Lenders*”).

### R E C I T A L S :

**WHEREAS**, Borrower and Lenders have entered into a certain Loan Agreement dated \_\_\_\_\_, 2025 (“*Loan Agreement*”), pursuant to which Lenders have agreed to lend funds through a forgivable loan to Borrower for the new construction of a 309-space structured parking garage (“*Project*”), which Project will be located at 414 N.W. 11<sup>th</sup> Street in Oklahoma City, Oklahoma 73103, as more particularly described in Exhibit A attached hereto and incorporated herein (the “*Property*”); and

**WHEREAS**, Lenders have agreed to lend to Borrower, and Borrower has agreed to meet certain obligations for use of the borrowed funds, or otherwise repay Lenders Five Million, Seven Hundred Sixty Four Thousand, One Hundred Ninety One and 00/100 dollars (\$5,764,191) (the “*Loan*”), subject to the terms and conditions of the Loan Agreement; and

**WHEREAS**, pursuant to the Loan Agreement, Borrower is justly indebted to Lenders for the Loan amount if the terms of the Loan Agreement are not met; and

**WHEREAS**, the Loan and the performance obligations thereto are secured by this Mortgage of the subject Property and the Loan Agreement; and

**WHEREAS**, Borrower’s obligations under the Mortgage, and the Borrower’s obligations under the Loan Agreement and any other Loan documents executed and delivered by Borrower in favor of the Lenders in connection with the Loan and any other indebtedness or other obligations of Borrower to Lender in connection with the Loan, owing or which may hereafter become owing, now or hereafter existing, whether monetary, non-monetary, direct, indirect, acquired, joint, several, joint and several, liquidated, unliquidated, existing, future, fixed, contingent or otherwise, and any modifications, amendments, renewals, extensions, restatements and replacements thereof, together with any interest, fees, expenses and other charges thereon, and any amounts expended by or on behalf of Lenders for the protection and preservation of the mortgage lien of and security interest created by this Mortgage are hereinafter collectively referred to as the “*Loan Obligations*” or “*Obligations*”.

**NOW, THEREFORE**, to secure the performance of the Loan Obligations, or otherwise the full and prompt repayment of the Loan, Borrower does hereby mortgage unto Lenders, with power of sale, the Property, together with the Project-related improvements, fixtures, building materials and supplies, operating supplies and equipment now owned or hereafter acquired by

Borrower and located from time to time on, under or about the Property, specific and limited to the Project Site, together with any alterations, additions and improvements thereto and all restorations and replacements thereof hereafter made from time to time; (b) all estates, easements, interests, licenses, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Project; (c) all of Borrower's right, title, and interests in and to insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect to the Project, as a result of damage to or destruction of the Project in whole or in part, the exercise of the right of condemnation or eminent domain over any interest in the Project, or any other injury to or decrease in the value of the Project; (d) all of Borrower's right, title, and interests in and to franchises, permits, licenses and other rights therein respecting the use, occupation or operation of the Project or the activities conducted thereon or thereabout; (e) all of Borrower's right, title, and interests in and to rents, income, deposits and other benefits arising out of or otherwise related to the Project and all operating agreements, leases, subleases or rental agreements as herein defined on or affecting the Project, and any security deposits, contract rights, general intangibles, actions, rights of action, and unearned insurance premiums relating to such rental agreement or subleases or rents associated with the Project; and (f) all accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

**TO HAVE AND TO HOLD** unto Lenders, and unto Lenders' successors and assigns forever, to secure the Loan and performance of the Loan Obligations.

**BORROWER COVENANTS, REPRESENTS AND WARRANTIES AS FOLLOWS:**

**Section 1. Indebtedness and Obligations Secured.** This Mortgage secures the loan funds advanced under the Loan Agreement and the other Obligations. The total principal amount of the Loan secured by this Mortgage is Five Million, Seven Hundred Sixty-Four Thousand, One Hundred Ninety One and 00/100 dollars (\$5,764,191). In addition, this Mortgage shall secure unpaid balances of advances made by Lenders with respect to the Project, for the payment of Impositions, (as hereinafter defined in Section 6, hereto), insurance premiums and costs incurred for the protection of the Project any charges, expenses, and fees, including, without limitation, reasonable attorneys' fees, which, by the terms hereof, shall be added to and increase the Obligations. This Mortgage shall remain in full force and effect with respect to the Property until either the Obligations of the Loan Agreement are performed in full, and the Loan is fully repaid or forgiven. If the Obligations are performed in accordance with the terms of the Loan Agreement and other applicable Loan Documents, including, without limitation, the observance of all the agreements contained in this Mortgage, this Mortgage shall be released by the Lenders.

**Section 2. Fulfillment of Obligations.** On the performance of the Obligations of the Loan Agreement, the Loan Documents and this Mortgage, the Borrower shall be entitled to request and receive a release of this Mortgage to be delivered to and recorded by the Borrower at the Borrower's expense, unless otherwise required by law. The lien of this Mortgage shall continue until the same has been released of record; provided, however, the Lenders shall have no liability to the Borrower or any other party for any failure by the Borrower to properly record any release hereof provided by the Lenders. If the Borrower pays the indebtedness hereby secured and

otherwise performs all of its Obligations as herein described, then, in that event only, this Mortgage shall become void.

**Section 3. Maintenance.** Borrower shall put, keep, and maintain the Project and the improvements thereon for which Borrower is responsible in good and lawful order, condition, and repair, excepting ordinary wear and tear. Borrower shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural repairs, whether exterior or interior, ordinary or extraordinary, foreseen, or unforeseen. Borrower shall not commit or suffer any waste or contamination of the Property. Lenders and their respective agents, contractors and representatives may enter upon and inspect the Project (subject to the rights of tenants) for any purposes, at all reasonable times, and upon reasonable notice to Borrower, until this Mortgage is released. Without limiting the generality of the foregoing, Lenders and their respective agents, contractors and representatives may from time to time enter upon the Property and conduct inspections and tests to determine the extent to which any hazardous substances, wastes or other environmentally unsound material have been placed or discharged upon or otherwise affect the Project.

**Section 4. Restoration.** If any of the improvements or equipment comprising the Project shall be damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation or foreclosure proceedings or the exercise of any right of eminent domain, Borrower acknowledges that the distribution of all proceeds from insurance policies or the distribution of all condemnation awards shall first be made to satisfy the Obligations of the Loan Agreement.

**Section 5. Compliance with Laws; Use of Project.** Borrower shall promptly comply with all present and future laws, statutes, ordinances, rules, regulations, and other requirements (including, without limitation, applicable redevelopment restrictions and covenants, Federal and State housing and tax law requirements and zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction in respect of the Project. Borrower shall promptly make all changes, alterations, and improvements necessary to comply with all such present and future laws, statutes, ordinances, rules, regulations, and other requirements. Borrower shall not use or permit the use of the Project in any manner which would tend to impair the value of the Project or materially increase the risk of fire or other casualty.

**Section 6. Impositions.** Borrower shall pay or cause to be paid, as and when the same shall become due and payable, all taxes, assessments, water and sewer rates and charges, license fees and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Project or which shall become payable with respect thereto (collectively, “**Impositions**”). Notwithstanding the foregoing, Borrower may contest the validity of any Impositions in good faith and provide a written copy of such contest to the Lender.

**Section 7. Insurance.** The Borrower shall: (a) keep the Project insured against loss or damage by all perils, including fire, lightning, windstorm, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief, Earthquake,

all in amounts greater than or equal to the fair market value of the Project; (b) provide the Lenders with policies of property damage and public liability insurance upon request; (c) maintain policies of workers' compensation insurance and such other coverage as might be required of the Borrower under any applicable statute, law or regulation; and (d) when and to the extent required by the Lenders, maintain policies of insurance against any other risk insured against by persons operating like properties in the locality of the Project. All policies of insurance hereby required shall be in such amounts, forms, and companies as are approved by the Lender from time to time. Regardless of the types or amounts of insurance required and approved by the Lenders, the Borrower shall name the Lenders as additional insured pursuant to standard Lender endorsements or policy provisions satisfactory to the Lenders. If the Lenders, by reason of such insurance receives any money for loss or damage, such amount will be paid over wholly or in part to the Borrower for the repair or replacement of the Project, or for any other purpose satisfactory to the Lenders. Within ten (10) business days after Lenders' request, the Borrower shall deliver to the Lenders certificates of insurance evidencing such insurance satisfactory to Lenders, accompanied by evidence of premium payment satisfactory to the Lenders. In the event of the transfer of title to the Property or the foreclosure of this Mortgage, the purchaser of the Property shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Lenders hereunder.

**Section 8. Lenders' Right to Perform Borrower's Covenants.** If Borrower shall fail to perform or observe any of the Obligations or otherwise promptly and fully pay the Loan, then Lenders may, at Lenders' option, but without any obligation to do so, and without waiving or releasing Borrower from any of the Obligations, pay any Obligation or perform any Obligation or take such other action as Lenders deem necessary or desirable in order to cause such Obligation to be performed, observed or otherwise paid, as the case may be. Borrower hereby grants to Lenders and agrees that Lenders shall have the absolute and immediate right to enter the Property to such extent and as often as Lenders, in Lenders' discretion, deem necessary or desirable for such purpose. Lenders may pay and expend such sums of money as Lenders, in Lenders' discretion, deems necessary for any such purpose. Borrower hereby agrees to pay to Lenders, on demand, all such sums so paid or expended by Lenders, together with interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note. All sums so paid or expended by Lenders, and the interest thereon, shall be added to the Obligations and shall be secured by the lien of this Mortgage.

**Section 9. Security Agreement.** Borrower hereby grants to Lenders, as further security for the Obligations, a security interest in all personal property of Borrower now or hereafter located on or about the Project or the Improvements, or which otherwise relate to the Project on the Property or Borrower's use of the Project on the Property in any respect. Such security interest includes, without limitation, all of Borrower's presently owned or hereafter acquired (a) goods, chattels, furniture, fixtures, operating supplies, equipment, machinery, parts and tools, together with all additions, attachments, accessories, accessions and repairs thereto; (b) building materials and supplies; (c) inventory; (d) accounts, chattel paper, instruments and general intangibles; (e) all Property which constitutes fixtures or personal property; and (f) all proceeds, products, replacements, additions and substitutions of the property described in (a) through (e) above.

9.1 Assembly; Sale. On default hereunder, the Lenders may, at the Lenders' option, require the Borrower to assemble such personal property and make the same available to the Lenders at a place reasonably, convenient to both parties, to be designated by the Lenders. All or any part of such personal property may, at the option of the Lenders, be combined with the real property included in the mortgaged Property and may be sold as an entirety, or such personal property may be sold separately in one or more lots and in such order and manner as the Lenders may elect.

9.2 Notice of Sale. The Lenders shall give the Borrower written notice of the time and place of any public sale of any such personal property or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Borrower at least ten (10) days before the time of such sale or other disposition, which provisions for notice the Borrower agrees are reasonable.

9.3 Additional Documents. The Borrower shall from time to time, within ten (10) business days after request by the Lenders, execute, acknowledge and deliver any Project report, Project beneficiary information, rent roll, financing statement, renewal affidavit, certificate, continuation statement, inventory or other document that the Lenders might request in order to perfect, protect, preserve, continue, extend or maintain the security interest created thereby and the priority of this Mortgage, and shall, on demand, pay any expenses incurred by the Lenders in the preparation, execution and filing of any such documents.

**Section 10. Liens.** This Mortgage is and shall be maintained as a valid lien on the Property and improvements thereto, and Borrower shall not create or permit to exist any security interest, lien, claim or other encumbrance against the Project or Property, except liens related to taxes or encumbrances which are not yet due and payable or which are being contested in good faith in accordance with Section 6 of this Mortgage, related to Impositions.

**Section 11. Default.** The Loan shall become immediately due and payable in full at the option of Lender upon the occurrence of any one or more of the following (each being an "**Event of Default**"): (a) the occurrence of any Event of Default under the Loan Agreement or any other Loan Document; (b) Borrower shall fail to perform any of its Obligations within thirty (30) calendar days after receipt of written notice of such default from Lenders; provided, however, that if such default is of a type that is not capable of cure within such thirty-day period, such default shall not be an Event of Default if Borrower or Borrower commences to cure such default within such thirty-day period and thereafter diligently prosecutes such cure to completion within ninety (90) calendar days after receipt of such notice; (c) any representation or warranty of Borrower to Lenders as set forth herein shall prove to have been incorrect, incomplete or misleading in any material respect as of the date hereof, or any such representation or warranty shall become incorrect, incomplete or misleading in any material respect and Borrower shall fail to give Lender prompt notice thereof; (d) Borrower shall sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein, in any manner, whether voluntary, involuntary, by operation of law or otherwise, or Borrower shall enter into any agreement, written or oral, to so sell, convey, alienate, assign or otherwise transfer the Project, or any part thereof or interest therein, except as otherwise permitted in the Loan Agreement; (e) the occurrence of any default or an event



of default (however defined or described) under any other deed of trust, mortgage or like real property security instrument which encumbers the Property, including, without limitation, any document evidencing any obligation secured thereby, beyond the applicable grace or cure period, if any, or any foreclosure or similar proceeding shall be commenced with respect to the Property; or (f) Borrower shall deliver to Lenders any notice purporting to terminate, or Borrower shall take any other action purporting to terminate, the operation of this Mortgage as security for any future advances or future obligations. Whenever Lenders are given the option to accelerate the maturity of all or any part of the Obligations, Lenders may, to the extent permitted by law, do so without presentment, protest, notice to or demand upon Borrower, all of which are hereby waived by Borrower.

**Section 12. Bankruptcy.** The entire indebtedness secured by this Mortgage shall become immediately due, at the option of the Lenders, if by order of a Court of competent jurisdiction a receiver, liquidator or trustee of the Borrower, or of all or any part of the mortgaged Property is appointed; or, if by decree of such Court, the Borrower is adjudicated bankrupt or insolvent or all or any part of the mortgaged Property is sequestered; or if the Borrower voluntarily files a petition in bankruptcy or seeks relief under the provisions of any bankruptcy or insolvency law or is involuntarily subjected to the filing of any such petition; or if the Borrower files a petition or answer seeking reorganization or an arrangement with creditors; or if (without limiting the generality of the foregoing) the Borrower makes an assignment for the benefit of creditors, or admits in writing an inability to pay debts generally as the same become due, or consents to the appointment of a receiver, trustee or liquidator of the Borrower, or of all or any part of the mortgaged Property.

**Section 13. Appointment of Receiver.** If any action shall be commenced to foreclose this Mortgage, without obligation to do so, Lenders, to the extent permitted by applicable law, may apply for the appointment of a receiver in an action for the foreclosure of this Mortgage, as provided in 12 Okla. Stat. § 1551(2)(c), and that Lenders may also have the right to the appointment of a receiver upon the other grounds for appointment of a receiver set forth in 12 Okla. Stat. § 1551(2)(a) or (b) or in accordance with 12 Okla. Stat. § 1551 (6), which authorizes appointment in all other cases where receivers have been appointed by the usages of the courts of equity. Appointment of such receiver shall be as a matter of right, without consideration of the value of the Project or Leasehold as security for the amounts due to Lender or the solvency of any person liable for the payment of such amounts.

**Section 14. Foreclosure.**

(a) After the occurrence of any Event of Default, Lenders may sell all or any portion of Borrower's interest in the Project or Property in the manner and pursuant to the procedures set forth in the Oklahoma Power of Sale Mortgage Foreclosure Act, 46 Okla. Stat. §§ 40-49, as amended and in effect from time to time (the "**Oklahoma POS Act**") or pursuant to other applicable statutory or judicial authority. If no cure is affected within the time limits set forth in the Oklahoma POS Act, Lenders may accelerate the indebtedness under the Loan Agreement without further notice and may then proceed in the manner and subject to the conditions of the Oklahoma POS Act to send to Borrower and other necessary parties a notice of sale, and may sell and convey the Borrower's interest in the Project in accordance with the Oklahoma POS Act. Lenders may also foreclose this Mortgage at Lenders' sole option, by judicial foreclosure proceedings as provided

by law. No action of Lenders based upon the provisions contained herein or in the Oklahoma POS Act, including, without limitation, the giving of the notice of intent to foreclose by power of sale or the notice of sale, shall constitute an election of remedies which would preclude Lenders from accelerating the Obligations and pursuing judicial foreclosure before or at any time after commencement of the power of sale foreclosure procedure. Failure to join or to provide notice to tenants or any other persons as defendants or otherwise in any foreclosure action or suit shall not constitute a defense to such foreclosure or other action. Upon any foreclosure sale, whether by virtue of judicial proceedings or otherwise, Lenders may bid and purchase the Project or any part thereof or interest therein and, upon compliance with the terms of the sale, may hold, retain, possess, and dispose of the same in Lender's own absolute right, without further accountability.

(b) Upon any foreclosure sale, Lenders shall execute and deliver a deed or deeds of conveyance of the Borrower's or Borrower's interest in the Property sold to the purchasers thereof, and any statement or recital or fact in such deed or deeds shall be prima facie evidence of the truth of such statement or recital, and Lenders shall receive the proceeds of such sale, out of which Lenders shall pay the following amounts in the following order of payment: first, the costs and expenses of selling the Property, including, without limitation, publication, survey, title and abstract costs and other expenses, and compensation to any attorneys employed by Lenders for their services and expenses; second, to Lenders, upon the usual vouchers therefore, all monies paid for insurance, taxes, lien claims, and any other costs and expenses advanced or incurred by Lenders to preserve or protect the Property, and interest on any of the foregoing to the extent permitted herein and allowed under applicable law; third, to Lenders, the amount of the outstanding Obligations, together with the interest thereon; fourth, the amount due on junior encumbrances, if any, with interest; and fifth, the remainder of such proceeds, if any, shall be paid to Borrower.

(c) Appraisal of the Property is hereby waived or not waived at the option of Lenders, such option to be exercised at or prior to the entry of judgment in any judicial foreclosure action.

**Section 15. Possession of Project Property.** To the extent permitted by applicable law, after the occurrence of any Event of Default, Lenders and Lenders' agents, designees or assigns are authorized to (a) take over the ownership and operation of the Project Property with or without legal action; (b) take possession of the Project Property, with or without legal action; (c) rent the Project Property; (d) collect all income, rents, issues and profits therefrom, with or without taking possession of the Project Property; and (e) after deducting all costs of collection and administration expenses, apply the net rents, issues and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, without limitation, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Project Property, or on account and in reduction of the Obligations, in such order and amounts as Lenders, in Lenders' sole discretion, may elect. Lenders shall be liable to account only for rents, issues and profits actually received by it.

**Section 16. Expenses of Lender.** To the extent permitted by applicable law, all costs and expenses paid or incurred by Lender, including, without limitation, reasonable attorneys' fees, in any action, proceeding or dispute of any kind in which Lender is made a party or appears as a plaintiff or defendant, affecting Lender, this Mortgage, any of the other Loan Documents and/or the Project Property, including, without limitation, the enforcement of this Mortgage, any

condemnation action involving the Project Property, any action to protect the security hereof, or any case or proceeding under Title 11 of the United States Code, related to Bankruptcy, shall be added to and included in the Obligations and shall be secured by this Mortgage and, upon demand, shall be immediately due from Borrower.

**Section 17. Recording and Other Fees; Further Assurances.** Borrower shall pay all recording and filing fees, all recording taxes and all other costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Mortgage and any other Loan Documents and shall reimburse Lenders on demand for all costs and expenses of any kind incurred by or on behalf of Lenders in connection therewith. Borrower agrees to execute and deliver promptly such instruments and other documents and promptly to take such action or promptly refrain from taking such action, as Lenders may reasonably request, from time to time, to evidence, create, perfect, continue or otherwise assure Lenders of the real and personal property security interests granted, or purported to be granted, to or for the benefit of Lender hereunder and all other rights and benefits granted, or purported to be granted, to or for the benefit of Lenders hereunder, all at the sole cost and expense of Borrower.

**Section 18. Other Documents.** The Borrower agrees that a default in performance under any of the documents associated with the Loan Obligations shall constitute a default in performance under this Mortgage, which shall entitle the Lenders, at the Lenders' option, to exercise any one or more of the rights and remedies of the Lenders herein provided.

**Section 19. No Waiver.** Any failure by Lenders to insist upon the strict performance by Borrower or Borrower of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and Lenders, notwithstanding any such failure, may thereafter insist upon strict performance by Borrower of any and all of the Obligations.

**Section 20. Rights Cumulative.** The rights and remedies provided for in this Mortgage, or which Lenders may otherwise have at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Lenders, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

**Section 21. Severability.** If any provision of this Mortgage shall be invalid or otherwise unenforceable, then the remaining provisions of this Mortgage shall remain in effect and shall be enforceable in accordance with their respective terms.

**Section 22. Borrower Exculpation.** Neither Borrower nor any of the managers, members, trustees, officers, directors, employees or agents of Borrower shall be personally liable for payment of the indebtedness evidenced by the Note and secured by the Mortgage. In enforcing its rights and remedies under the Mortgage, Lenders shall look solely to the Project Property for the payment of the indebtedness and for the payment of any claim hereunder or for the performance of any obligation, agreement, condition or term to be performed or observed by Borrower hereunder or under the Loan Agreement or any other document securing any of the collateral thereof. Any judgment against Borrower shall be limited to the interest of Lender in the Project Property and shall not attach to any other property or asset of the Borrower.

**Section 23. Environmental.**

(a) With respect to the Project Property, Borrower shall at all times comply in all respects with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water or air pollution, composition of products, underground storage tanks, toxic substances or chemicals, solid and special wastes, hazardous wastes, substances, material or chemicals, waste, used or recycled oil, asbestos, occupational health and safety, nuisances, trespass and negligence.

(b) Borrower agrees to protect, defend, indemnify and hold Lender harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, of any kind or nature whatsoever, including, without limitation, attorneys' and experts' fees, which may be imposed on, incurred by or asserted against Lenders in any way relating to or arising from the Obligations, this Mortgage, the other Loan Documents and/or the Project Property, unless such claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements are caused solely by, or otherwise arise solely out of, Lenders' gross negligence or willful misconduct, or arise after the foreclosure of this Mortgage or the conveyance of the Project Property to Lenders or a third party in lieu of foreclosure and were in no way attributable to any act or omission of Borrower. All of Borrower's Obligations under this Section 23 shall survive the foreclosure, release or other termination of this Mortgage and the satisfaction of the Obligations.

**Section 24. Construction.** Wherever used in this Mortgage: the words "operating agreement" shall mean any agreement for which services are rendered for pay, which constitutes income to the Project or income used to pay debts, charges or expenses on the Project or Property; the words "rental agreement," "sublease," or "rent" means "any agreement between the Borrower, as lessor, and any other person or entity for the use, occupancy or possession of all or any part of the Project Property"; the word "Mortgage" means "this instrument and all extensions, modifications, renewals, consolidations and amendments thereof"; the word "Project Property" means "that limited portion of the Property upon which the Project takes place, and the Improvements made thereupon including items of real and personal property now owned or hereafter acquired by the Borrower to the extent described herein and all future additions to, increases of, replacements and substitutions for and proceeds and products thereof"; the word "Lender" means "the Person or entity named herein as Lender or any subsequent holder or holders of this Mortgage"; the word "Borrower" means "the person named herein as Borrower and/or any subsequent owner or owners of an interest in the Project Property"; and the word "Person" means "any individual, corporation, partnership, association, trust, joint venture or any government or agency or political subdivision thereof." The paragraph headings of this Mortgage are included for convenience in reference and are not intended to define, limit, or modify the terms of this Mortgage. If any provision of this Mortgage is held to be invalid, illegal, or unenforceable in any respect or application, for any reason, such invalidity, illegality, or unenforceability shall not affect the other provisions herein contained and such other provisions shall remain in full force and effect. This Mortgage is intended to create rights between the Borrower and the Lender and is not intended to confer rights on any other person or to constitute such person a third-party beneficiary hereunder.

**Section 25. Amendment.** This Mortgage cannot be changed except by an agreement in writing signed by the Borrower and the Lenders.

**Section 26. Successors and Assigns.** The terms, covenants and provisions of this Mortgage shall apply to and be binding upon Borrower and all subsequent owners and other persons who have an interest in the Property, and shall inure to benefit of Lenders, the successors and assigns of Lenders, and all subsequent holders of this Mortgage; provided that the foregoing shall not be construed to modify the provisions of this Mortgage relating to the occurrence of an Event of Default in consequence of certain transfers of the Project Property.

**Section 27. Notices.** Any notice, request, demand, consent, confirmation or other communication hereunder shall be in writing and delivered (a) in person, by messenger or overnight courier; (b) by registered or certified mail, return receipt requested and postage prepaid; to the applicable party at its address forth below, or at such other address as such party hereafter may designate as its address for communications hereunder by notice so given. Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery); provided that all notices and communications sent by email shall also be evidenced by the email Delivery Receipt option confirming the message was delivered to the recipient's email server or Read receipt confirming the recipient viewed the message check box; and provided further that all notices or other communications sent by email shall also delivered by another means permitted by under this Section 27.

(a) If to Borrower: Midtown—11th Street Parking, LLC  
PO Box 2898  
Oklahoma City, Oklahoma 73101  
Attention: Chris Fleming  
Email: cfleming@rehcollc.com

with a copy to:

Calvert Law Firm  
1041 N.W. Grand Blvd.  
Oklahoma City, Oklahoma 73118  
Attention: Monica J. Hoenshell  
Email: mhoenshell@calvertlaw.com

(b) If to Lenders: The City of Oklahoma City  
200 N. Walker Avenue, 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102  
Attn: City Manager

with a copy to:

Office of the City Clerk  
200 N. Walker Avenue, 2<sup>nd</sup> Floor



Oklahoma City, Oklahoma 73102

**Section 28. Miscellaneous.**

(a) This Mortgage and its provisions cannot be changed, waived, discharged, or terminated orally. Any change to this mortgage shall be only by an agreement in writing, signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought.

(b) This Mortgage, the Obligations arising hereunder, the creation of the lien and the enforcement upon the security covered by this Mortgage shall be governed by, and construed in accordance with, the laws of the State of Oklahoma and any applicable laws of the United States of America.

(c) This Mortgage shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

(d) All terms and words used in this Mortgage, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) The section headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

(f) All covenants contained herein shall run with the Project Property until all of the Obligations have been fully performed or otherwise paid. Time is of the essence in the performance and/or payment by Borrower of the Obligations. 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.

(g) This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together will constitute one instrument.

**IN WITNESS WHEREOF**, Borrower and Lenders have caused this Mortgage to be duly executed.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

This **Mortgage and Security Agreement** is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Midtown—11<sup>th</sup> Street Parking, LLC.

**BORROWER:**

**Midtown—11<sup>th</sup> Street Parking, LLC,**  
an Oklahoma limited liability company

\_\_\_\_\_  
By: Robert E. Howard II, Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Robert E. Howard II, the Manager of Midtown—11<sup>th</sup> Street Parking, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the same as his free and voluntary act and deed, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

Commission #\_\_\_\_\_

This **Mortgage and Security Agreement** is executed by the Chairperson of the Oklahoma City Economic Development Trust this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OKLAHOMA CITY  
ECONOMIC DEVELOPMENT TRUST**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

This **Mortgage and Security Agreement** is executed by the Mayor of The City of Oklahoma City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF OKLAHOMA CITY**

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**EXHIBIT A – LEGAL DESCRIPTION****The Project Site:**

Address: 414 N.W. 11<sup>th</sup> Street, Oklahoma City, Oklahoma 73103

**Legal Description:**

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being all of Lots Six (6) through Ten (10) and a portion of Lots Five (5) and Thirty (30) through Thirty-six (36) and a portion of the East/West alley as shown on the recorded plat DESOTO ADDITION, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Lot 1;

THENCE South 89°49'14" West, along and with the North lines of Lots 1 through 5, a distance of 122.85 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" East, departing the North line of said Lot 5 a distance of 47.24 feet;

THENCE North 90°00'00" East, a distance of 5.00 feet;

THENCE South 00°00'00" East, a distance of 194.52 feet;

THENCE North 90°00'00" West, a distance of 5.00 feet;

THENCE North 00°00'00" East, a distance of 1.77 feet;

THENCE North 90°00'00" West, a distance of 139.97 feet;

THENCE North 00°00'00" East, a distance of 92.09 feet to the centerline of said East/West Alley;

THENCE North 89°49'14" East, along and with the centerline of said East/West Alley, a distance of 9.20 feet to a point on the extended West line of said Lot 10;

THENCE North 01°24'11" East, along and with the extended West line of said Lot 10, a distance of 147.51 feet to the Northwest (NW) Corner of said Lot 10;

THENCE North 89°49'14" East, along and with the North lines of said Lots 10 through 5, a distance of 127.15 feet to the POINT OF BEGINNING.

Containing 32,909 square feet or 0.7555 acres, more or less.

## **Exhibit G**

### **Parking Garage Lease Agreement**

[The form of a Parking Garage Lease Agreement between Midtown—11<sup>th</sup> Street Parking, LLC, and Oklahoma City Family Justice Center, Inc., consisting of eleven (11) pages, follows this cover page.]



## PARKING GARAGE LEASE AGREEMENT

THIS PARKING GARAGE LEASE AGREEMENT (“**Lease**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Effective Date**”), between MIDTOWN—11<sup>TH</sup> STREET PARKING, LLC, an Oklahoma limited liability company (“**Landlord**”) and OKLAHOMA CITY FAMILY JUSTICE CENTER, INC., an Oklahoma not for profit corporation (“**Tenant**”).

### WITNESSETH:

1. Spaces. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the rent and subject to the terms and provisions of this Lease, 130 marked parking spaces located on the top two levels of the parking garage (“**Parking Garage**”) in the locations marked on **Exhibit “A”** attached hereto (each, a “**Reserved Space**” and collectively, “**Reserved Spaces**”) located on the real property more particularly described on **Exhibit “B”** attached hereto and made a part hereof (“**Land**”).

2. Easement Area. During the Term (as hereinafter defined), Tenant shall have a non-exclusive easement for the use of the Land and the Parking Garage, which has not been marked for parking spaces (“**Easement Area**”), for ingress and egress for motor vehicles and pedestrians to and from the Reserved Spaces. Landlord may grant, convey, confer or dedicate any similar rights to the Easement Area or any other part thereof for the benefit of others, as may be necessary from time to time.

3. Term.

(a) Initial Term. The initial term (“**Initial Term**”) of this Lease shall commence on the Commencement Date and shall expire on the last day of the three hundred sixtieth (360<sup>th</sup>) Lease Month after the Commencement Date (“**Expiration Date**”), unless otherwise terminated pursuant to this Lease. For the purposes of this Lease, “**Commencement Date**” means the date that is three (3) days after the delivery of the Substantial Completion Notice (as hereinafter defined), and “**Lease Month**” means a period of time during the Term commencing on the first day of a calendar month and ending on the last day of the calendar month.

(b) Completion Date. Landlord shall cause the Parking Garage to be Substantially Complete no later than the date upon which Tenant receives its certificate of occupancy for its building located adjacent to the Land, subject to delays resulting from events of Force Majeure. Landlord shall notify Tenant of the anticipated date of Substantial Completion at least thirty (30) days prior thereto. The Parking Garage will be deemed to be substantially complete, and Landlord shall promptly deliver written notice thereof to Tenant (“**Substantial Completion Notice**”), when (i) the Parking Garage is sufficiently complete so that Tenant may occupy and utilize the Reserved Spaces and Easement Area under the terms of the Lease, (ii) a temporary or permanent Certificate of Occupancy has issued with respect to the Parking Garage, and (iii) all jurisdictional inspections have been signed off (except for items of an immaterial nature which are not required for the issuance of a temporary Certificate of Occupancy).

(c) Renewal Term. If on the Expiration Date and the date Tenant notifies Landlord of its intention to renew the Term of this Lease (as provided below), (i) Tenant has not been given notice of Default under this Lease, and (ii) this Lease is in full force and effect, then Tenant, shall have and may exercise an option to renew this

Lease for four (4) additional terms (each a “Renewal Term”) of sixty (60) Lease Months each on the terms set forth herein. Whenever used in this Lease, “**Term**” unless modified or specifically noted otherwise in the context, shall mean Initial Term or Renewal Term, according to the point in time when the event occurs. If Tenant desires to renew this Lease, Tenant must notify Landlord in writing of its intention to renew on or before the date which is at least one hundred eighty (180) days but no more than three hundred sixty-five (365) days prior to the Expiration Date.

4. Base Rent.

- (a) Initial Term Base Rent. Tenant shall have no obligation to pay Base Rent during the Initial Term.
- (b) Renewal Term Base Rent. The “**Base Rent**” (herein so called) during the first two Renewal Terms, will be equal to the lesser of (i) the product of (A) 130/308, multiplied by (B) the Project Cost, or (ii) the product of (A) the then-prevailing average monthly parking rate per parking space in the following Downtown Oklahoma City parking garages: Santa Fe Parking Garage, Century Center East Parking Garage, and BOK Park Plaza Parking Garage (“**Comparable Garages**”), multiplied by (B) the number of applicable Reserved Spaces for such rate; provided if the Comparable Garages are not in existence at the time of the determination of Base Rent, the applicable Base Rent shall be determined in reference to the amount of base rent that a willing tenant would pay and willing landlord would accept for space in projects within a fifteen (15) mile radius of the Parking Garage of first class standards comparable to the Parking Garage for the period for which such rental is to be paid and for a lease on terms substantially identical to those of this Lease based on prevailing market conditions in such first class projects at the time such determination is made. During the third and fourth Renewal Terms, Base Rent will be equal to the amount determined in accordance with 4(b)(ii). ). For the purposes of this Lease, “**Project Cost**” means the total cost of construction of the Parking Garage, which shall include, all of the hard and soft costs of construction paid by Landlord in constructing and completing the Parking Garage. Such costs shall include, without limitation, amounts paid to contractors, subcontractors, or others for construction, demolition, and permitting. The soft costs shall include all engineering, architect, environmental and consulting fees; legal fees paid by Landlord in respect of the construction of the improvements; and surveying, title insurance, insurance costs during the period ending on the Commencement Date, inspection, loan fees, and loan brokerage fees, if any. Within ninety (90) days after the Commencement Date, or as soon thereafter as reasonably practicable, Landlord will deliver to Tenant a statement (“**Statement**”) setting forth the actual Project Cost. The Statement shall be conclusively presumed to be correct unless Tenant delivers a written objection to such Statement or a notice indicating that Tenant intends to perform an audit to Landlord within fifteen (15) days after delivery thereof.
- (c) Payment of Base Rent. Base Rent is payable to Landlord at the address set forth in Section 15(a) below or to such other persons or at such other addresses in the United States of America as Landlord may designate from time to time in writing to Tenant; or, after thirty (30) days written notice from Landlord, Tenant shall pay Base Rent through an online payment portal designated by Landlord. Base Rent is payable in advance on or before the first day of each Lease Month during each Renewal Term. In the event that any Renewal Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of

a calendar month, then the Base Rent for such month shall be prorated on the basis of the monthly Base Rent for each day of such month, calculated with reference to the number of days in such month

5. Tenant Alterations. Without the prior written consent of Landlord, Tenant shall not make any additions, alterations, and/or improvements within the Reserved Spaces or Easement Area, including, but not limited to, the installation of fences or signage.

6. Management of Parking Garage; Security.

- (a) Management of Parking Garage. The Parking Garage will be at all times under the exclusive control, management and operation of Landlord, subject to (i) applicable law and (ii) the rights of Tenant under this Lease and of any third party under any easement, management agreement, lease or another document agreed to by Landlord. Landlord shall manage and operate, or cause to be managed and operated, the Parking Garage in a manner consistent with the standards generally applicable to first-class mixed-use developments in the Greater Oklahoma City area. Landlord shall keep and maintain the Parking Garage and Land in good, clean and sanitary condition and repair; provided that in the event cleanup, repairs or maintenance of the Parking Garage or Land is required because the conduct of the Tenant Parties (as hereinafter defined) within the Parking Garage or Land, Landlord may order such cleanup, repairs or maintenance and charge the cost thereof to Tenant, which costs shall be payable within five (5) days after receipt such notice from Landlord as additional rent, such amount to bear interest at the Default Rate (as hereinafter defined) from the time incurred by Landlord until paid by Tenant. Landlord shall, at Landlord's sole cost and expense, be responsible for compliance with all laws which are applicable to all or any part of the physical condition and occupancy of the Parking Garage and the Land or additions thereto. Landlord may from time to time adopt and modify non-discriminatory rules and regulations governing the use of the Parking Garage, and Tenant and those using the Parking Garage by virtue of the rights granted pursuant to this Lease, including Tenant Parties, shall be bound by such rules and regulations so long as such rules and regulations are not inconsistent with this Lease. Landlord reserves the right to modify and alter the Parking Garage. Landlord also reserves the right to close all or any portion of the Parking Garage in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Parking Garage or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's reasonable control. Tenant acknowledges that Landlord has arranged or may arrange from time to time for the Parking Garage to be operated by an independent contractor, not affiliated with Landlord ("**Parking Operator**"). In such event, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of the Parking Operator.
- (b) Security. Tenant expressly acknowledges that neither Landlord, nor its affiliates, shall have any duty to provide security, and expressly do not assume any obligation to provide for the security of the Land or the Parking Garage or to protect individuals using the Land or Parking Garage, vehicles or the contents thereof, or any other property in the Land or Parking Garage from criminal activities. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Garage or the Land regardless of whether such loss or theft occurs when the Parking Garage or other areas therein are locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding

sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Garage or the Land or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Reserved Spaces and Easement Area shall be at the sole risk of the Tenant Parties.

7. Use. Tenant and its employees, representatives, agents, and invitees (collectively “**Tenant Parties**”) may use and occupy (a) all of the Reserved Spaces Monday through Friday from 7:30 a.m. to 6:00 p.m. Oklahoma City time, and (b) fifty (50) of the Reserved Spaces twenty-four (24) hours a day, seven (7) days a week, for vehicle parking only and in a careful and safe manner and will not permit any waste or nuisance on the Land or the Parking Garage. In addition to the foregoing, Tenant may use and occupy the Reserved Spaces for special events, by giving Landlord notice at least five (5) days prior to the date of such use, and Tenant shall pay to Landlord Base Rent for such use as mutually agreed by Landlord and Tenant and such use shall otherwise be on the terms and conditions set forth herein. The Reserved Spaces shall be used only for parking of vehicles no larger than full size passenger automobiles, sports utility vehicles or pickup trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or any Tenant Parties to be parked in areas other than the Reserved Spaces. If Tenant permits or allows any of the prohibited activities described above, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove or tow away the vehicle involved and charge the costs to Tenant. No parking shall be permitted in any driveways, access ways or in any area which would prohibit or impede the free flow of traffic within the Easement Area. There shall be no parking of any vehicles for outside of the hours set forth herein unless otherwise authorized by Landlord, and vehicles which have been abandoned or parked in violation of the terms hereof may be towed away at the owner’s or Tenant’s expense.

8. Tenant’s Insurance. During the Term, Tenant shall, at Tenant's expense, keep and maintain in force commercial general liability insurance, including contractual liability and completed operations liability, with limits of not less than One Million Dollars (\$1,000,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. All insurance maintained in accordance with the provisions of this Section 8 shall be issued by companies with A.M. Best ratings of no less than A-, VII (or equivalent) and shall name Landlord as an additional insured as respects its interest as provided in this Lease to the extent that indemnity is owed by Tenant and contain a mortgagee clause in favor of any holder of a mortgage, deed of trust, ground lease or other security instrument which may now or hereafter encumber the Land or Parking Garage as designated by Landlord. Tenant shall furnish Landlord with evidence of all insurance policies required under this Section 8, and shall furnish and maintain with each Landlord, at all times, a certificate of the insurance carrier certifying that such insurance shall not be canceled without at least ten (10) days advance written notice to Landlord. Tenant may carry said insurance under a blanket policy.

9. Landlord’s Insurance. Landlord shall carry property insurance for “all risk” perils including flood and earthquake in an amount no less than the replacement cost of the Parking Garage. Landlord, or Landlord’s affiliate, shall carry commercial general liability insurance with respect to the Parking Garage and Land, with limits of not less than One Million Dollars (\$1,000,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence, and Two Million Dollars (\$2,000,000) annual aggregate.

10. Indemnity.

(a) Tenant's Indemnity. Subject to Section 10(c), Tenant shall indemnify and hold harmless Landlord, its shareholders, partners, trustees, managers, members,

directors, officers, employees and its successors and assigns (the **"Indemnified Landlord Parties"**), from all claims, suits, actions, and proceedings whatsoever (**"Claims"**), including but not limited to attorneys' fees and other costs of defending against, investigating, and settling the Claims, which may be brought or instituted on account of or growing out of (i) any Default of Tenant, and (ii) any and all injuries or damages, including death, to persons or property within the Parking Garage or on the Land, that are attributable to or arise out of the negligence or willful misconduct of any of the Indemnified Tenant Parties (as hereinafter defined), and are not attributable to (1) the failure of any components of the Land or Parking Garage which Landlord is required to maintain (other than failure caused by the gross negligence or willful misconduct of any of the Indemnified Tenant Parties); provided, that if such Claim arises from any want of repair or defect that occurs after such defect was discovered by Tenant, Landlord has received notice in writing thereof from Tenant and failed within a reasonable time thereafter to take appropriate steps to remedy the same; (2) the gross negligence or willful misconduct of any of the Indemnified Landlord Parties, or (3) the failure of Landlord to comply with its obligations under this Lease.

- (b) Landlord's Indemnity. Subject to Section 10(c), Landlord agrees to indemnify, defend and hold Tenant, its affiliates, agents, servants, employees, members, officers, managers and directors (the **"Indemnified Tenant Parties"**), harmless from and against any and all Claims, including but not limited to attorneys' fees and other costs of defending against, investigating, and settling the Claims, related to injuries or damages, including death, to persons or property within the Parking Garage or on the Land which may be brought or instituted on account of or growing out of (i) the failure of any components of the Land or Parking Garage which Landlord is required to maintain (other than failure caused by the gross negligence or willful misconduct of any of the Indemnified Tenant Parties); provided, that if such Claim arises from any want of repair or defect that occurs after such defect was discovered by Tenant, Landlord has received notice in writing thereof from Tenant and failed within a reasonable time thereafter to take appropriate steps to remedy the same; or (ii) the negligence or willful misconduct of any of the Indemnified Landlord Parties.
- (c) Waiver of Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Parking Garage or the Land, and (b) such party is required under this Lease to be covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party required to be insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense, and waives any right of subrogation which might otherwise exist on account thereof. Landlord and Tenant shall obtain such a release and waiver of subrogation from their respective insurance carriers and shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver. Any loss within a deductible shall be deemed to have been covered or required to be covered by insurance.

11. Assignment and Subletting. Tenant shall not assign this Lease or any interest herein, or sublet the Reserved Spaces or any part thereof or any right or privilege appurtenant thereto, without first obtaining Landlord's written consent thereto, said consent to be given or withheld in Landlord's sole discretion. Landlord's consent to one assignment, sublease, or occupancy or use shall not be a consent to any subsequent assignment or sublease, or to any

occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this Lease at Landlord's option.

12. Events of Default. Each of the following shall be deemed a “**Default**” by Tenant hereunder and a material breach of this Lease:

- (a) Whenever Tenant shall fail to pay the Base Rent or any other sum payable by Tenant to Landlord under this Lease on the date upon which the same is due to be paid, and such failure shall continue for ten (10) days after Tenant shall have been given a written notice specifying such failure (provided, that if one (1) such failure has already occurred in any consecutive twelve (12) month period, Tenant shall not be entitled thereafter to any such notice of, or such period to cure, any subsequent failure during such twelve (12) month period, and any such subsequent failure during such period shall be and constitute an immediate event of Default under this Lease without further requirement of notice from Landlord to Tenant thereof);
- (b) Whenever Tenant shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of the Base Rent or other liquidated sums of money, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after Tenant shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same; or
- (c) Whenever cleanup, repairs or maintenance of the Land or Parking Garage that exceeds ordinary cleanup, repairs, or maintenance is required three (3) or more times within any twelve-month period because of the conduct of the Tenant Parties on the Land or Parking Garage.

13. Landlord's Remedies. If a Default occurs, Landlord may at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord's rights being cumulative), do any one or more of the following:

- (a) terminate this Lease by giving Tenant written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Tenant and all parties claiming by, through, or under Tenant shall automatically terminate upon the effective date of such notice with the same force and effect and to the same extent as if the effective date of such notice were the day originally fixed in Section 3 hereof for the expiration of the Term; and Landlord, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Reserved Spaces and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of the Base Rent or existing breaches hereof; or
- (b) pursue any other remedies available to it at law, in equity or under this Lease, including but not limited to the right to injunctive relief and damages.

14. Landlord's Default and Tenant's Remedies. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord (or such longer period as may be reasonably required to effect such cure provided Landlord promptly



commences such cure and diligently proceeds with such efforts until completion). In the event of a Landlord default, Tenant shall be entitled to all remedies available at law and/or equity, including but not limited to specific performance, injunction, monetary damages, and/or self-help including the performance of such defaulted obligation of Landlord, with all such remedies being cumulative. In the event of self-help, Tenant shall notify Landlord of its intention to perform such obligation and in the event of a default by Landlord hereunder which has not yet continued beyond the expiration of the applicable cure period but which Tenant determines constitutes an emergency threatening imminent injury to persons or damage to property or which materially adversely affects Tenant's business operations, Tenant shall have the right, but not the obligation, to perform such defaulted obligation of Landlord after giving Landlord such notice (if any) as is reasonable under the circumstances. In either event, the aggregate of (i) all sums so paid by Tenant, (ii) interest at the Default Rate (as hereinafter defined) on such sum, and (iii) all necessary incidental costs and expenses in connection with the performance of any such act by Tenant, shall be payable to Tenant within ten (10) days of such demand therefor. All obligations of Landlord hereunder will be construed as covenants, not conditions.

15. Miscellaneous.

- (a) Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder will be in writing and will be deemed duly given and received (i) when delivered in person (with receipt therefore), (ii) on the next business day after deposit with a recognized overnight delivery service, (iii) on the third day after being sent by certified or registered mail, return receipt requested, postage paid, or (iv) on the same business day when sent via email during business hours or if after 5:00pm CST on the next succeeding business day, provided that, as to notices of default, e-mail shall not be a permitted method of delivery and instead, notices shall be given pursuant to (i), (ii), or (iii) hereinabove. Notice shall in each case be made to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address or person as a party may designate by notice to the other parties):

If to Landlord: Midtown—11<sup>th</sup> Street Parking, LLC  
 PO Box 2898  
 Oklahoma City, Oklahoma 73101  
 Attention: Chris Fleming  
 Email: cfleming@rehcollc.com

with a copy to: Calvert Law Firm  
 1041 N.W. Grand Blvd.  
 Oklahoma City, Oklahoma 73118  
 Attention: Monica J. Hoenshell  
 Email: mhoenshell@calvertlaw.com

If to Tenant: Oklahoma City Family Justice Center, Inc  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Email: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Email: \_\_\_\_\_

- (b) Performance of Other Party's Obligations. If either party hereto fails to perform or observe any of its covenants, agreements, or obligations hereunder for a period of thirty (30) days after notice of such failure is given by the other party, then the other party shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of the failing party and to recover all costs or expenses incurred in connection therewith, together with interest thereon from the date expended until repaid at an annual rate ("**Default Rate**") equal to the lesser of: (A) three (3) percentage points above the prime rate of interest as published from time to time in the Money section of the Wall Street Journal (or a comparable rate of interest if such rate of interest is not in effect); or (B) the maximum rate of interest permitted by applicable law. Any performance or observance by a party pursuant to this Section 15(b) shall not constitute a waiver of the other party's failure to perform or observe.
- (c) Limitation of Liability:
- (i) Tenant shall look only to Landlord's estate and property in the Land and Parking Garage for the satisfaction of Tenant's remedies, for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its members, managers, officers, directors, or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Land or the Parking Garage. Landlord shall look only to Tenant for the satisfaction of Landlord's remedies, and shall have no remedy against any partner, director, officer or shareholder of Tenant, and in no event shall any director of Tenant have any liability to Landlord for consequential or other indirect damages.
  - (ii) Notwithstanding anything herein to the contrary, in no event shall either party hereunder ever be liable to the other party hereunder for indirect or consequential damages (including loss of revenue or profits); provided, however, that no remedies or damages expressly provided in this Lease shall be considered indirect or consequential.
- (d) Modification and Non-Waiver. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a writing executed by it or by a duly authorized officer or agent. No waiver by either party of any breach or default of any term, condition, or provision hereof, including without limitation the acceptance by Landlord of any Base Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.
- (e) Number and Gender; Captions; References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and

as often as may be appropriate. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof," "hereby," "herein," or words of similar import are used in this Lease, they shall be construed as referring to this Lease in its entirety rather than to a particular Section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Section" shall be construed as referring to the indicated Section of this Lease.

- (f) Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not materially altered or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and there will be added in lieu of such invalid or unenforceable provision, a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
- (g) Relation of Parties. It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other.
- (h) Force Majeure. Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of any Base Rent and maintenance of insurance), if Tenant or Landlord shall be delayed, hindered, or prevented from performance of any of its obligations by reason of Force Majeure, the time for performance of such obligation shall be extended for the period of such delay. As used herein "**Force Majeure**" means an act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike or lockout, which prevents Landlord or Tenant from the performance of any act required hereunder. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that (A) the party took reasonable steps to minimize delay or damages caused by foreseeable events, (B) the party substantially fulfilled all non-excused obligations, and (C) the other party was timely notified of the likelihood or actual occurrence of an event of Force Majeure within fifteen (15) days of the occurrence of the event giving rise to Force Majeure.
- (i) Entire Agreement; Binding Effect. This Lease constitutes the entire agreement between the parties on the subject matter hereof and may not be changed, modified, amended or supplemented except in writing, signed by the party to be bound thereby. All oral or other written agreements in relation to the subject matter of this Lease are hereby rescinded. This Lease will be binding on each of the parties and their respective heirs, personal representatives, permitted successors and assigns. If any part of this Lease is held to be unenforceable, the balance will nevertheless be effective and enforceable.
- (j) Transfer of Landlord's Interest. Subject to the terms of the Landlord's Financing, Landlord may mortgage its interest in the Land and/or Parking Garage and under

this Lease from time to time and at any time, and Landlord may transfer its interest in the Land and/or Parking Garage; provided that any such transfer or mortgage is expressly made subject to the terms, provisions, and conditions of this Lease, and the transferee agrees in writing to Tenant to be bound by the provisions hereof or mortgagee agrees to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to the Landlord's interest in the Land and hereunder by virtue of a foreclosure or conveyance in lieu thereof).

- (k) Headings. The descriptive headings contained in this Lease are for convenience only and are not intended to define the subject matter of the provisions of this Lease and are not to be used for interpretation thereof.
- (l) Attorney's Fees. In the event of any litigation between Landlord and Tenant arising out of this Lease or the Land, the prevailing party therein shall be allowed all reasonable attorney's fees and costs expended or incurred by such prevailing party in such litigation.
- (m) Amendment. This Lease may not be amended by any oral agreement or understanding but only by an amendment in writing executed by the parties hereto.
- (n) Exhibits. The exhibits attached hereto or included herein are made a part hereof for all purposes. As used herein, the expression "this Lease" means the body of this Lease and such Exhibits; and the expressions "herein, hereof, enclosed, and hereunder" and other words of similar import refer to this Lease and such exhibits as a whole and not to any particular part or subdivision thereof.
- (o) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Any facsimile or electronic (scanned) signature hereon shall, for all purposes, be deemed an original of the same.
- (p) Survival. All of the terms, conditions, covenants, promises and agreements contained in this Lease shall survive the expiration or termination of this Lease with respect to all rights or remedies which have accrued prior to such expiration or termination.
- (q) Time is of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.
- (r) Tenant Cooperation. Tenant agrees to use its best efforts, and cooperate with Landlord and Landlord's agents in obtaining any property tax exemptions that may be applicable to the Parking Garage or Land.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the day and year first above written.

**“LANDLORD”**

MIDTOWN 11<sup>TH</sup> STREET PARKING LLC,  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Robert E. Howard II, Manager

**“TENANT”**

OKLAHOMA CITY FAMILY JUSTICE CENTER, INC.,  
an Oklahoma not for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARKING GARAGE LEASE AGREEMENT  
EXHIBIT "A"  
RESERVED SPACES**



**PARKING GARAGE LEASE AGREEMENT  
EXHIBIT "B"  
LAND**