

**COOPERATION AND FUNDING AGREEMENT BETWEEN THE OKLAHOMA
CITY ECONOMIC DEVELOPMENT TRUST AND THE OKLAHOMA CITY
REDEVELOPMENT AUTHORITY FOR THE CONVERGENCE PROJECT**

This Cooperation and Funding Agreement (“Agreement”) is between the Oklahoma City Economic Development Trust (“OCEDT”) and the Oklahoma City Redevelopment Authority (“OCRA”), both Oklahoma public trusts whose sole beneficiary is the City of Oklahoma City (“City”).

WHEREAS, OCEDT was created by Trust Indenture dated October 9, 2007, for the purpose of, among other things, “to further, or to provide funds for the furtherance of, any authorized or proper function or purpose of [OCEDT] or its beneficiary, The City of Oklahoma City, . . . or any other public trust or trusts created under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176, *et seq.*, as amended, the Beneficiary of which is The City of Oklahoma City; and

WHEREAS, OCRA was created by Trust Indenture dated May 7, 1985, for the purpose of, among other things, “to promote, stimulate, encourage and finance the growth, development and redevelopment of the industrial, commercial, retail, residential and public structures and spaces as may be appropriate, within the Beneficiary City . . .” and

WHEREAS, the City has adopted the Oklahoma Regional Innovation District Project Plan pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.* (“Act”) and established several Increment Districts to achieve the City’s economic development objectives for the area; and

WHEREAS, the Project Plan authorizes OCRA, to carry out and administer the provisions of the Project Plan in order to provide support for the development of the area known as the Innovation District (“Project Area”), and, in particular, to assist with the financing of multi-use facilities, commercial facilities, parking facilities in support of Innovation District entrepreneurial and development activities, and public places, including meeting room space, work space, and conference facilities; and

WHEREAS, pursuant to the Project Plan, OCRA entered into that certain Economic Development Agreement for the Innovation District Convergence Project, dated February 1, 2022 (the “EDA”) with BT Development, L.L.C. (“Developer”), for the development of a major mixed-use project consisting of an office tower building for research labs and office space, a parking garage, hotel, amenity deck, public realm open-air community environment, as well as a proposed building for Innovation Hall (“Project”); and

WHEREAS, in order to make the Project financially feasible, OCRA agreed in the EDA to provide development financing assistance to the Project in the amount of \$13,750,000, to be paid to the Developer when certain conditions precedent have been met; and

WHEREAS, due to substantial price increases of raw materials and labor necessary for the Project, the Developer will be unable to carry out the Project without additional public assistance; and

WHEREAS, because of the identified public benefits that will accrue to the City, including but not limited to high-intensity development and investment in the heart of the Innovation District consistent with the Oklahoma City Innovation District and Capitol Environs Land Use and Strategic Development Plan, a land use study and development recommendation report for the Project Area; construction of the City's MAPS 4 Innovation Hall in a manner and location to enable it to best achieve the City's goals for MAPS 4; and new employment resulting from the creation of lab space, office space, and co-working space as part of the development that enhances connections and relationships among the major institutions and employers in the Project Area, including the University of Oklahoma, Oklahoma State University, and others, it is appropriate and desirable to provide sufficient additional assistance to the Developer to carry out the Project; and

WHEREAS, because OCRA does not have sufficient funds available to provide all of the additional public assistance needed by Convergence to complete the Project, it has requested funding assistance from OCEDT; and

WHEREAS, OCRA currently receives annual revenue from both: (1) lease and mortgage payments from the Skirvin Hotel and (2) lease payments from Bass Pro, which OCRA pays over to OCEDT; and

WHEREAS, pursuant to the July 18, 2017 Resolution adopting the Omni Hotel Funding Plan to support repayment of bonds issued by OCEDT, the City morally committed several revenue sources, including the Skirvin Hotel and Bass Pro revenue, to be used for repayment of the Omni bonds; and

WHEREAS, pursuant to the Omni Hotel Funding Plan, excess revenue is to be placed into a Revenue Stabilization Fund ("Fund") and in the event that revenue in the Fund exceeds two times the maximum annual debt service on the Omni bonds, the excess funds above that amount can be used for any other lawful purpose; and

WHEREAS, City Finance staff has certified that revenue in the Fund exceeds two times the maximum annual debt service amount, and OCEDT desires to use excess revenue from the Fund in the amount of \$4,000,000, that comes from only the Skirvin Hotel lease and mortgage payments and the Bass Pro lease payments, for transfer to OCRA to use for the Project; and

WHEREAS, further it is OCEDT's desire to transfer to OCRA \$1,000,000 in 2017 General Obligation Limited Tax Bond funds for the Project; and

WHEREAS, OCRA agrees that it will repay OCEDT the \$5,000,000 plus financing costs (as defined below).

NOW THEREFORE, BE IT RESOLVED by OCRA and OCEDT that the following terms and conditions shall apply to this Agreement:

1. All of the Whereas recitals above shall become a part of and incorporated into this Agreement.
2. OCEDT hereby agrees to transfer funds in the amount of Five Million Dollars (\$5,000,000) to OCRA to be used by OCRA exclusively for project costs associated with the Convergence Project.
3. OCRA agrees to transfer to OCEDT no less than 70% of all ad valorem tax increment revenues generated by the Project, apportioned pursuant to the Project Plan, and received by OCRA each year until it has fully reimbursed OCEDT the amount of \$5,000,000.
 - a. In the event that OCRA does not reimburse OCEDT a minimum of \$3,000,000 by December 1, 2026, OCRA shall transfer an additional \$250,000 to OCEDT by December 1, 2027 and shall continue transferring 70% of all ad valorem tax increment revenues generated by the Project annually until OCRA has transferred to OCEDT a total of \$5,000,000 plus applicable financing costs.
 - b. In the event that OCRA does not fully reimburse OCEDT the amount of \$5,000,000 by December 1, 2028, OCRA shall transfer an additional \$250,000 to OCEDT by December 1, 2029 and shall continue transferring 70% of all ad valorem tax increment revenues generated by the Project annually until OCRA has transferred to OCEDT a total of \$5,000,000 plus applicable financing costs.
4. It is expressly agreed by all parties hereto that time shall be deemed to be of the essence of this Agreement.
5. It is understood and agreed by the Parties that OCRA may reimburse OCEDT from other sources.
6. This Agreement is to be performed in Oklahoma City, Oklahoma, and the laws of the State of Oklahoma shall govern the validity, interpretation, and performance of this Loan Agreement. In addition, it is the intention of the parties hereto that venue for any actions brought hereunder shall be in Oklahoma County, Oklahoma.
7. No amendment, change, addition to or waiver or assignment of any of the provisions of this Loan Agreement shall be binding upon the parties hereto unless in writing signed by the OCEDT and OCRA.

8. The term of this Agreement shall be from the date of execution by the last party hereto until all payments and indemnities required to be made by the OCRA pursuant hereto shall have been made.
9. Any notice, request or other communication under this Agreement shall be sent by United States certified mail, return receipt requested, with postage prepaid, and addressed to the parties at the respective addresses below and shall be considered received upon acceptance. If acceptance is refused, receipt shall be the date mailed:

Oklahoma City Economic Dev
c/o General Manager
City of Oklahoma City
200 North Walker Avenue - Third Floor
Oklahoma City, OK 73102

Oklahoma City Redevelopment Authority
Attn: Kenton Tsoodle, Executive Director
105 North Hudson Avenue, Suite 101
Oklahoma City, OK 73102

or the latest address specified by such other party in writing.

10. If any clause, provision or section of this Agreement should be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement should be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of OCEDT or OCRA, as the case may be, to the full extent permitted by law.
11. The parties hereto have caused this Agreement to be signed in multiple counterparts, each of which shall be considered an original for all purposes, as of the day and year first set forth below.
12. The City of Oklahoma City, OCEDT, and OCRA hereby authorize the Agreement and related financial transactions according to the terms provided for by this Agreement.

[Signature pages follow]

APPROVED by the Trustees and Executed by the Chair of the Oklahoma City Economic Development Trust this 22nd day of November, 2022.

ATTEST

ECONOMIC DEVELOPMENT TRUST

Amy K. Simpson
Secretary



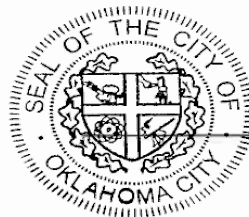
Rhonda Hoyer
VICE-CHAIR

CONCURRENCE by the Mayor and City Council of The City of Oklahoma City this 6th day of December, 2022.

ATTEST

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
MAYOR

REVIEWED for form and legality.

Amy D. [Signature]
Assistant Municipal Counselor

APPROVED by the Oklahoma City Redevelopment Authority this 7th day
of December, 2022.

OKLAHOMA CITY
REDEVELOPMENT AUTHORITY


Chairman

ATTEST: (SEAL)


Secretary