

**AMENDED AND RESTATED
MASTER OPERATING AND DEVELOPMENT AGREEMENT**

BY AND AMONG

THE CITY OF NORMAN, OKLAHOMA

AND

NORMAN TAX INCREMENT FINANCE AUTHORITY

AND

NORMAN ECONOMIC DEVELOPMENT COALITION

AND

UNIVERSITY TOWN CENTER, LLC

AND

UNIVERSITY NORTH PARK, LLC

**PURSUANT TO THE
AMENDED AND RESTATED
NORMAN UNIVERSITY NORTH PARK PROJECT PLAN**

DATED AS OF JUNE 30, 2019

**UNIVERSITY NORTH PARK
AMENDED AND RESTATED
MASTER OPERATING AND DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED MASTER OPERATING AND DEVELOPMENT AGREEMENT (“Agreement”) is entered into effective as of June 30, 2019, by and among **THE CITY OF NORMAN, OKLAHOMA**, an Oklahoma municipal corporation (the “City”), the **NORMAN TAX INCREMENT FINANCE AUTHORITY**, an Oklahoma public trust (the “Authority”), the **NORMAN ECONOMIC DEVELOPMENT COALITION**, an Oklahoma not-for-profit corporation (“NEDC”), **UNIVERSITY TOWN CENTER, LLC**, an Oklahoma limited liability company (“UTC”), and **UNIVERSITY NORTH PARK, LLC**, an Oklahoma limited liability company (“UNP LLC”). The City, the Authority, NEDC, UTC, and UNP LLC are collectively referred to in this Agreement as the “Parties.”

A. On May 23, 2006, the City Council of the City of Norman (the “City Council”) adopted Ordinance O-0506-66, approving the Norman University North Park Project Plan (the “Original Project Plan”) and creating Increment District No. 2, City of Norman, a tax increment financing district (the “UNP Increment District”). The Original Project Plan contained specific public improvement objectives, and set forth a plan for an economic development project encompassing approximately 585 acres of undeveloped property in Norman known as University North Park (the “Project”).

B. Prior to the City Council’s approval of the Original Project Plan, in accordance with the Oklahoma Local Development Act, 62 O.S. §§ 850, *et seq.* (the “Local Development Act”), the Norman University North Park Project Plan Statutory Tax Increment Financing District (TIF) Review Committee (the “Statutory TIF Review Committee”) adopted a resolution recommending approval of the Original Project Plan and creation of the UNP Increment District. After the Original Project Plan was approved, the City Council approved a resolution (R-0607-15) creating the Authority, and designated the Authority to undertake the financing, construction and development in support of the economic development activities and objectives of the Project.

C. As detailed in the Original Project Plan, the primary components and principal objectives of the Project and the UNP Increment District included (1) major retail development creating a “regional draw” and creation of a “lifestyle center” in the southern portion of University North Park, with key entertainment components including a public park to be known as Legacy Park and a first-class hotel-conference center complex; and (2) major economic development, office, and mixed-use development in the northern portion of University North Park, with the goal of attracting new businesses and creating quality employment opportunities. The Original Project Plan also provided for construction of traffic and roadway improvements to facilitate the development of University North Park.

D. The Original Project Plan contemplated that the Project would be financed from a combination of public and private sources. The Original Project Plan authorized up to \$54.725 million of sales taxes and ad valorem taxes generated by businesses within the UNP Increment District to be used for specific public investments, assistance in development financing, and for economic development costs to attract new businesses not currently located in Norman to University North Park (collectively, “Project Costs”).

E. The Original Project Plan included four general categories of authorized Project Costs: (1) \$21.725 million for Phase I Infrastructure and Public Improvements Costs (including traffic and roadway improvements and Legacy Park), (2) \$16.5 million for Conference Center and Cultural Facilities Costs (including a conference center and “museums and/or similar cultural facilities”), (3) \$8.25 million for Lifestyle Center Costs (infrastructure and other improvements as well as tenant incentives to facilitate new retail development that meets certain specified criteria), and (4) \$8.25 million for Economic Development Costs (costs incurred to attract new businesses providing quality employment opportunities). On August 26, 2008, the Original Project Plan was amended to reallocate \$7.75 million of the \$16.5 million originally authorized for Conference Center and Cultural Facilities Costs for construction of an overpass over I-35 at Rock Creek Road; the remaining \$8.75 million continued to be allocated for Cultural Facilities Costs (the “2008 Amendment”). As used in this Agreement, “Original Project Plan” includes the 2008 Amendment.

F. The City, UTC, and UNP LLC entered into a Master Operating and Development Agreement dated August 22, 2006 (the “Original Master Agreement”) for the purpose of providing a framework for development of University North Park in accordance with the objectives of the Original Project Plan. The University of Oklahoma Foundation, Inc. (the “OU Foundation”) and The Board of Regents of the University of Oklahoma (the “University”) executed the Master Agreement as Supporting Parties, to evidence their endorsement and support of the Original Master Agreement.

G. As contemplated in the Original Master Agreement, the City, the Authority, UTC, UNP LLC, and other parties entered into a series of development agreements (collectively, “Development Agreements”) to implement the Original Project Plan. In addition, the City, the Authority, UNP, UNP LLC, the OU Foundation, and JQH-Norman Development, LLC (“JQH”) entered into a Master Financing Agreement dated February 13, 2007 (the “Master Financing Agreement”), which outlined the structure for the issuance of bonds and the use of tax increment debt financing to achieve some of the infrastructure goals set forth in the Original Project Plan. The agreements related to implementation of the Original Project Plan (collectively, the “UNP Agreements”) are more particularly identified on Exhibit A to this Agreement.

H. Since 2006, over \$82 million in sales tax revenue and over \$20 million in new ad valorem tax revenue has been generated by the development of the UNP Increment District, and many of the improvements contemplated in the Original Project Plan have been completed. Over \$29 million in tax increment funds have been spent thus far on traffic and roadway projects (including the Rock Creek Road overpass and other traffic and roadway improvements beyond the boundaries of University North Park), construction of Legacy Park, and economic development in University North Park in conjunction with NEDC. However, over \$25 million of the Project Costs authorized by the Original Project Plan remain outstanding, and certain obligations under the Original Master Agreement and other UNP Agreements have not yet been fully performed.

I. The ordinance approving the Original Project Plan provided that the increment of ad valorem taxes and sales taxes from the UNP Increment District (as calculated by the formula in the Original Project Plan) would be apportioned and used to pay or finance eligible Project Costs for a period not to exceed 25 years, or the period required for the payment of authorized Project Costs of \$54.725 million, whichever time period was less. Consequently, under the Original

Project Plan, the tax increment apportionments from the UNP Increment District were authorized to continue for up to 12 more years.

J. On November 13, 2018, the City Council adopted a resolution (R-1819-45) in which it expressed its desire to end the Project Cost funding mechanism (both the sales tax increment and the ad valorem increment) immediately, and requested the Statutory TIF Review Committee to recommend how the Original Project Plan could be restructured, ended, or otherwise modified to accomplish the City Council's intent.

K. Recognizing that the City is facing financial challenges and that a reduction in the sales tax increment at the earliest possible time would be beneficial to the City, and to avoid the possibility of protracted and expensive litigation, UTC, UNP LLC, and NEDC agreed to work with the City and the Authority to amend the Original Project Plan and negotiate mutually acceptable agreements providing for early termination of the tax increment apportionments, reallocation of the remaining tax increment revenues, and resolution of all other outstanding matters related to the UNP Increment District.

L. On March 26, 2019, the City Council approved a Memorandum of Understanding Concerning University North Park Project Plan and Increment District (K-1819-116) (the "MOU"), which has been signed by the City, the Authority, UTC, UNP LLC, the OU Foundation, UNP Realty Investors, LLC ("UNP Realty," an affiliate of the OU Foundation, which provided tax increment debt financing for certain public improvements contemplated by the Master Financing Agreement), and NEDC. The City Council also adopted a resolution (R-1819-37) affirming its desire to cease the allocation of sales tax and ad valorem tax increment generated within the UNP Increment District to authorized Project Costs, enabling 100% of the City sales tax received from sales within the UNP Increment District after June 30, 2019 to be deposited into the City's General Fund and Capital Fund.

M. On June 25, 2019, the City Council adopted a resolution (R-1819-124) in which it (i) approved key terms in a term sheet attached to the resolution (the "Term Sheet"), (ii) directed City staff to prepare amendments to the Original Project Plan and a final development agreement consistent with the Term Sheet in furtherance of the MOU, and (iii) directed City staff to convene the Statutory TIF Review Committee for the purpose of reviewing and making a recommendation concerning amendments to the Original Project Plan.

N. In accordance with the requirements of the Local Development Act, a proposed Amended and Restated Project Plan (the "2019 Project Plan"), was presented to the Statutory TIF Review Committee for its consideration. The Statutory TIF Review Committee voted to recommend approval of the 2019 Project Plan. On November 5, 2019, after all other approvals and recommendations required under the Local Development Act were obtained, the City Council adopted an ordinance (O-1920-24) approving the 2019 Project Plan and terminating the Increment District in accordance with the 2019 Project Plan (the "TIF Termination Ordinance"). On the same date, the City Council approved this Agreement.

O. The 2019 Project Plan shortens the remaining ad valorem and sales tax apportionment periods, reduces or eliminates certain authorized Project Costs, reallocates the remaining tax increment revenues, and modifies the purposes for which such funds may be used.

The remaining authorized Project Costs were reduced from \$24,953,720 to \$16,979,156 and reallocated as set forth in Exhibit B to this Agreement.

P. The purpose of this Agreement is to amend and restate the Original Master Agreement and establish a framework for completing and funding the remaining components of the Project in accordance with the 2019 Project Plan and the TIF Termination Ordinance. As further described below, the Parties also intend to amend certain other agreements and enter into additional agreements addressing the specific terms on which the remaining components of the Project will be implemented and financed.

Q. Capitalized terms in this Agreement shall have the meanings set forth in the 2019 Project Plan and as defined herein.

NOW, THEREFORE, for and in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the Parties agree as follows:

1. **Remaining Scope of the Project.** Under the 2019 Project Plan, the principal objectives of the Project for the remaining duration of the UNP Increment District include: (i) completion of unfinished traffic and roadway improvements in the Project Area, (ii) construction of recreational facilities that will be available for use by local residents and sports organizations and also serve as a regional attraction for tournaments, competitions, and other events, (iii) creation of a “Town Center” to continue to facilitate the creation of a retail and entertainment environment that will be a regional draw; and (iv) continued stimulation of economic development to provide quality employment opportunities. The remaining components of the Project will continue to be financed from a combination of public and private sources, including cash accumulated by the Authority from apportionment of ad valorem and sales tax increments from the UNP Increment District established in connection with the Project and assessed through the time periods specified in Section VI of the 2019 Project Plan.

2. **Term of Agreement.** As provided in the 2019 Project Plan, the period of sales tax apportionment will end effective as of June 30, 2019, and the increment of the sales taxes generated by the UNP Increment District from sales through that date will be used to pay authorized Project Costs. The period of ad valorem tax apportionment will end, and the ad valorem tax increment will cease, effective as of the earlier of (x) the date on which all ad valorem taxes payable with respect to calendar year 2019 (calculated with respect to the assessed value of all property located within the UNP Increment District) have been received, or (y) April 30, 2020. However, notwithstanding the termination of the sales tax apportionment period and the sales tax increment, and notwithstanding the termination of the ad valorem apportionment period and the ad valorem increment, the UNP Increment District will continue in existence for the period required for the payment of authorized Project Costs, which in no event shall exceed twenty-five (25) years from the effective date of the Increment District as provided by law. This Agreement will continue in effect for the remaining duration of the UNP Increment District.

3. **Relationship of the Parties; Continued Cooperation.** The Parties acknowledge that completion of the remaining components of the Project, as modified by the 2019 Project Plan, is a complex process that will require the continued cooperation of the Parties and their timely actions on matters appropriate or necessary to accomplish the objectives of the 2019 Project Plan

and the MOU. The Parties will cooperate in good faith to perform and assist others in performing their respective obligations under this Agreement, the Development Agreements (as amended), and other UNP Agreements (as amended). In order to facilitate the working relationship between the Parties, each will designate and authorize a representative to evidence such contract approvals, plan approvals, performance approvals, and payment approvals as may be necessary pursuant to this Agreement, the Development Agreements, and other supplemental agreements with respect to the remaining components of the Project. The Parties acknowledge and confirm that pursuant to Article VII.C of 2019 Project Plan, the City Manager (acting in his or her capacity as the General Manager of the Authority) or the City Manager's designee is in charge of implementing the 2019 Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in the 2019 Project Plan. The City Manager, his or her successor in office, or the City Manager's designee is authorized to empower one or more designees to exercise responsibilities in connection with Project implementation.

4. **Other Governmental Approvals.** Completion of the remaining components of the Project may require approvals by other governmental entities and the City, in accordance with applicable laws, ordinances, and regulations. The Parties will cooperate in good faith to comply with applicable requirements and to take other actions necessary or desirable to obtain the approvals necessary for the undertaking and completion of the remaining components of the Project under the 2019 Project Plan.

5. **Development Oversight Committee.** Pursuant to Section 5 of the Original Master Agreement, a development oversight committee (the "Oversight Committee") was appointed by the Mayor and confirmed by the City Council after adoption of the Original Project Plan. The role and responsibilities of the Development Oversight Committee with respect to the remaining components of the Project shall be as set forth in Article VIII.C of the 2019 Project Plan.

6. **University North Park PUD, Master Plans and Design Guidelines.**

a. **Amendments to UNP PUD Plan.** The Parties reaffirm their intention that development of the remaining undeveloped property within the UNP Increment District will proceed in accordance with the requirements of the Amended and Restated University North Planned Unit Development (PUD) Development Plan dated November 2015 and approved by the City Council in Ordinance O-1516-24 (the "UNP PUD Plan"), as amended from time to time. The City agrees to review and consider approval of, such additional and further amendments to the UNP PUD Plan as may be reasonably necessary and appropriate to facilitate development of the remaining undeveloped property within University North Park, which may include amendments to (i) allow additional commercial development (including certain retail uses) in the northern portion of University North Park, (ii) address maintenance and operation of landscaping in street medians and other public common areas, including sources of funds; and (iii) modify architectural review requirements.

b. **Master Planning of Undeveloped Areas.** UNP LLC and UTC LLC (including their successors and assigns) are hereby released from any remaining and further obligations under the Original Master Agreement and the Development Agreements (including but not limited to the obligations in Sections 6 and 8 of the Original Master Agreement and Sections 4.11.1, 4.11.2, 4.11.3, 4.11.4, 4.11.5, and 4.11.6 of Amendment No. 1 to Development Agreement

No. 5) with respect to master planning of undeveloped areas of University North Park. However, the owners of undeveloped areas of University North Park will continue to be subject to the zoning, platting, and development requirements in the UNP PUD Plan, as amended from time to time.

c. University North Park Covenants and Restrictions. On March 10, 2006, UTC, UNP LLC, and the University (which granted easements for utilities and drainage on part of the University's adjacent airport property) executed the First Amended and Restated Declaration of Covenants and Restrictions for University North Park (the "UNP Covenants and Restrictions"). As referenced in Section 6 of the Original Master Agreement, the UNP Covenants and Restrictions imposed certain land use restrictions and covenants applicable to property owners within the UNP Increment District based on the objectives of the Original Project Plan and the UNP PUD Plan.

d. Architectural Review Committee; Design Guidelines. An architectural review board (the "Architectural Review Board") was created pursuant to the UNP Covenants and Restrictions. In accordance with the UNP Covenants and Restrictions, the Architectural Review Board has promulgated design guidelines governing the design and development of improvements within University North Park, as amended from time to time (the "Design Guidelines"). UNP LLC and UTC agree to proceed in good faith in proposing such amendments to the Design Guidelines or architectural review process as may be reasonably necessary and appropriate to address evolving conditions. Any provisions in the Original Master Agreement or other UNP Agreements that require approval by the City of Design Guidelines and material amendments thereto are hereby deleted, terminated, and revoked. However, the owners of property in University North Park will continue to be subject to the zoning, platting, and development requirements in the UNP PUD Plan, as amended from time to time.

e. Other Approvals. In furtherance of the objectives of the Project Plan and this Agreement, the Parties will cooperate in obtaining the consent of other affected owners and approving such amendments to the University North Park PUD Plan and the UNP Covenants and Restrictions as may be necessary and appropriate.

7. **Obligations and Responsibilities of the City and the Authority.** Section 7 of the Original Master Agreement set forth certain obligations and responsibilities of the City. Without limitation of other obligations and responsibilities in this Agreement and the 2019 Project Plan, the City and the Authority, as applicable, shall continue to have the following obligations and responsibilities:

- a. Appoint members of the Oversight Committee.
- b. Review and consider approval of submissions related to development in the UNP Increment District including site plans, requests for variances, applications for building permits, and certificates of occupancy all with view of facilitating development in accordance with the objectives of the 2019 Project Plan and this Agreement.
- c. Review and consider approval of proposed amendments to the UNP PUD Plan.
- d. Consider, authorize and approve Development Agreements (or amendments to existing Development Agreements) where necessary or appropriate to

implement the remaining portions and phases of the Project in accordance with the objectives of the 2019 Project Plan and this Agreement.

- e. To the extent additional financing is required, consider, authorize, and approve necessary and appropriate financing agreements to provide for financing of the Traffic and Roadway Improvements described in Section 10 of this Agreement and the Recreation Facilities described in Section 12 of this Agreement.
- f. Consider and approve designs, specifications, and budgets for all authorized Project Costs allocated for Traffic and Roadway Improvements and the Recreation Facilities in the 2019 Project Plan.
- g. Consider, authorize, and approve contracts for construction and professional services related thereto, as appropriate, in order to provide for the design and construction of improvements included in the Project, including the Traffic and Roadway Improvements and the Recreation Facilities, consistent with the requirements of the Local Development Act and the requirements of the Competitive Bidding Act described in Section 20 of this Agreement.

8. **Obligations and Responsibilities of UNP LLC and UTC.** Section 8 of the Original Master Agreement set forth certain obligations and responsibilities of UNP and UTC LLC. Without limitation of any other obligations under this Agreement, UNP LLC and UTC, as applicable, shall continue to have the following obligations and responsibilities:

- a. Prepare and submit proposed amendments to the UNP PUD Plan.
- b. Negotiate and approve Development Agreements (or amendments to existing Development Agreements) where necessary or appropriate to implement each remaining phase of the Project in accordance with the 2019 Project Plan and this Agreement.
- c. Prepare and submit proposed designs for any public facilities the costs of which are included as Town Center Costs.
- d. Cause remaining development of University North Park to occur in compliance with applicable laws, ordinances and regulations.
- e. To the extent financing is necessary, recommend proposed financing arrangements for each remaining component of the Project.
- f. With respect to the design and construction of any improvements included in the Project that are Town Center Costs, enter into the contracts described in Section 7.g of this Agreement on mutually agreeable terms which may include the commitment to undertake the responsibility to administer such contracts on behalf of the City.

9. **UNP Increment District Operating Obligations.**

a. Special Audit. To verify the remaining amount of funds available for authorized Project Costs and in furtherance of the goals of transparency and accountability expressed in the Original Project Plan and related agreements, the City and the Authority engaged independent certified public accountants to perform a special audit of the Authority and the City UNP TIF Account (as defined in Section X.B of the 2019 Project Plan) including collection of incremental sales and ad valorem tax revenues, deposits and transfer of funds in various accounts maintained by the Authority at commercial banks, and verification of samples of all relevant calculations, including transfer and annual growth rate adjustments, payment of administrative fees, and expenditure of funds for payment of authorized Project Costs. The audit report of RSM US LLP dated October 11, 2019 has been issued to the City and the Authority and has been received by UNP LLC and UTC (the “Special Audit”). The results of the Special Audit were taken into account by the Parties in finalizing the terms of the 2019 Project Plan and this Agreement. Based upon the adjustments recommended by the Special Audit, the net amount of \$256,048 will be transferred to the Authority.

b. Revenues for Payment of Project Costs. All revenues that the City or the Authority receives from the Oklahoma Tax Commission representing the sales tax increment collected through June 30, 2019 and generated by activities within the UNP Increment District, as determined in accordance with the provisions of Section VI.B and Section VI.C of the 2019 Project Plan, and all revenues that the City or the Authority receives from the Cleveland County Treasurer representing the ad valorem increment generated by the UNP Increment District for ad valorem taxes payable with respect to calendar year 2019, as determined in accordance with the provisions of Section VI.A of the 2019 Project Plan, shall be deposited and held in a special account maintained by the Authority (the “TIF Trust Account”) established separate and apart from the General Fund of the City and administered by BOK Financial Corporation or such other entity as mutually approved by the General Manager of the Authority and the other parties to this agreement (collectively “BOK”). Project Costs shall be paid by the Authority from the TIF Trust Account in accordance with the 2019 Project Plan. It is intended that the entirety of the Project Costs authorized in the 2019 Project Plan will be paid with cash accumulated by the Authority from the sales tax increment and ad valorem tax increment assessed and apportioned as provided in Section IX of the 2019 Project Plan in addition to the interest earnings thereon. It is not intended that the Project Costs set forth in the 2019 Project Plan will be funded through tax apportionment bonds, notes, or any other financing; however, should the sales tax and ad valorem tax increment apportioned as provided in Section IX of the 2019 Project Plan be insufficient to fully fund the authorized Project Costs, the City shall provide additional funds as needed to fully fund all authorized Project Costs.

c. Requests for Payment of Project Costs. Subject to any approvals required by this Agreement or the 2019 Project Plan, requests for disbursement of funds for payment of authorized Project Costs (“Disbursement Requests”) shall be made in writing and delivered to BOK (with copies to the other Parties), and shall include documentation evidencing the purpose for which such funds will be used. If a Party objects to a Disbursement Request, a written objection must be delivered to BOK (with copies to the other Parties) within ten business days after the date of the Disbursement Request (the “Objection Period”). If no objections are made within the Objection Period, BOK shall disburse funds to the requesting Party (or as designated in the Disbursement Request) within five business days after the Objection Period. If an objection is made within the Objection Period, the requesting Party and the objecting Party shall use good faith

efforts to resolve any dispute related to such Disbursement Request, and shall mutually provide instructions to BOK regarding the resolution of such dispute.

d. Administrative Fees. From and after June 30, 2019, no administrative fees shall be deducted or paid to the City or the Authority from apportioned tax increments. If the tax increment revenues for Project Costs authorized as “Miscellaneous Costs” in the 2019 Project Plan are insufficient to pay all of the fees and charges payable to BOK for services in connection with BOK’s administration of the TIF Trust Account in accordance with the 2019 Project Plan, the City shall provide additional funds as needed to fully pay BOK’s fees and charges.

e. Financial Reports and Audits. The redevelopment activities undertaken by the City and the Authority pursuant to the 2019 Project Plan shall be accounted for and reported by the appropriate and necessary annual fiscal year audits and reports, including but not limited to the following: (a) independent audits of the Authority to the extent required by applicable law and the Authority’s Trust Indenture, (b) monthly reports from BOK, and (c) such other reports or audits as the Authority or the City may deem necessary or advisable.

10. Traffic and Roadway Improvements. The Original Project Plan and the Original Master Agreement contemplated that a significant portion of the tax increment revenues generated from the UNP Increment District would be used to fund traffic and roadway improvements to accommodate future development of University North Park while also facilitating traffic flows in the Project Area. The Original Project Plan (as amended in 2008) authorized the expenditure of up to \$19.3 million of tax increment revenues for traffic and roadway improvements. To date, more than \$16.4 million of tax increment revenues have been expended for traffic and roadway improvements in the Project Area; however, certain traffic and roadway improvements described in Section 3.1 and Exhibit B of Development Agreement No. 5 have not yet been completed.

a. Completion of Remaining Traffic and Roadway Improvements. Pursuant to the 2019 Project Plan, up to \$5,024,394 of the remaining tax increment revenues will be made available to the City for the design and construction of the traffic and roadway improvements listed below (the “Traffic and Roadway Improvements”). If additional funds are needed to complete the Traffic and Roadway Improvements, such funds shall be provided by the City, or from state or federal funding sources. The City shall make every effort to secure federal or state funding for these projects. UTC and UNP LLC are released from any obligation to fund any portion of the Traffic and Roadway Improvements. The allocation of tax increment revenues among Traffic and Roadway Improvements, and the proposed sequence of the projects is as follows:

(i)	Robinson at West I-35 Drive/Crossroads Blvd.	\$1,678,671
(ii)	Tecumseh Road and Flood & 24 th Ave NW	\$1,152,237
(iii)	Tecumseh Road and Interstate Drive East	\$1,086,723
(iv)	Tecumseh Road and Interstate Drive West	\$ 650,000
	Contingency	<u>\$ 465,736</u> (10%)
		\$5,024,394

The City shall make every effort to complete all of the Traffic and Roadway Improvements in the sequence set forth above by June 30, 2024; however, the Parties recognize that the complete funding for these projects may require significant federal funding, and that projects (iii) and (iv)

in particular are contingent on the I-35 Corridor Study that has been undertaken in partnership with the Oklahoma Department of Transportation and the City of Moore. If the City desires to complete the Traffic and Roadway Improvements in a different sequence than set forth above, the City shall provide documentation reasonably satisfactory to the other Parties supporting such change.

b. Traffic Impact Studies; Infrastructure Improvements. Section 3.2 of Development Agreement No. 5 will survive any amendments to the Development Agreements and is hereby incorporated by reference as part of this Agreement. If the existing UNP PUD Plan is amended to permit development north of Rock Creek Road that would result in higher traffic counts than projected in the Traffic Impact Analysis dated November 10, 2009 (the “2009 TIA”) prepared by Traffic Engineering Consultants, Inc. (“TEC”) and, as a result, such development would result in a failure to maintain Service Level D at University North Park, any necessary traffic improvements, to the extent necessary to achieve the same Service Level D as set forth in the 2009 TIA, will be determined in accordance with Section 4006.1 of the City’s Engineering Design Criteria. The Parties recognize that under the normal City development process, the developer of any lot is required to construct any required infrastructure improvements, such as easements, rights of way, traffic, streets, roadway, stormwater, sanitary sewers, water mains, sidewalks, and fire protection, prior to each lot or section being final platted, unless concurrent construction is granted. As such, on lots or sections already final platted, additional infrastructure improvements will not be required.

c. University North Park Entrance Amenities.

i. Robinson Street Entrance. In Section 4.10.1 of Amendment No. 1 to Development Agreement No. 5, UTC agreed to construct an entrance for University North Park at Robinson Street and 24th Avenue NW (the “Robinson Street Entrance”). The Parties confirm that UTC has completed the Robinson Street Entrance and has no further obligations under Section 4.10.1.

ii. Town Center Entrance. As more particularly described in Section 14 of this Agreement, the Original Master Agreement and subsequent Development Agreements included general development concepts and standards for a “Lifestyle Center” (now referred to as a “Town Center”) to attract new retail businesses to University North Park that would create a regional draw for potential shoppers. As referenced in Section 4.10.2 of Amendment No. 1 to Development Agreement No. 5, a preliminary design for an entrance into the Town Center (the “Town Center Entrance”) has been completed and presented to the Parties. In recognition of the likelihood that an anchor tenant for the Town Center will want input into the design of the Town Center Entrance, the Parties reaffirm their agreement that the entrance should not be constructed until the first anchor tenant has committed to locating in the Town Center, unless UTC requests an accelerated construction schedule. A portion of the Cost of the Town Center Entrance (not to exceed \$150,000) may be paid from the Project Costs that have been authorized for Town Center Costs in the 2019 Project Plan provided it is constructed in association with a qualifying user. If the actual Cost of the Town Center Entrance exceeds \$150,000, UTC will be responsible for paying the excess costs. Any design modifications for the Lifestyle Center Entrance shall be subject to review and approval by UTC and the City Manager.

iii. Tecumseh Road Entrance. Subject to the acquisition by UNP of necessary land at no cost to UNP LLC, the City, or the BID, UNP LLC reaffirms its commitment to a design process and construction of an entrance into University North Park at or near the intersection of Tecumseh Road and 24th Avenue NW (the “Tecumseh Road Entrance”) as provided in Section 4.10.3 of Amendment No. 1 to Development Agreement No. 5. Goppold and Associates will present to the Parties a conceptual design for the Tecumseh Road Entrance that will incorporate design elements used in Legacy Park and in the Robinson Street Entrance in order to tie these design components of University North Park together. Following approval of conceptual design by UNP LLC, UTC and the City Manager, Goppold and Associates will move forward with final design and cost estimates for the Tecumseh Road Entrance in order that the Tecumseh Road Entrance can be let out for bid.

iv. Cost Sharing Arrangements. The Parties confirm that the cost sharing arrangements for the Robinson Street Entrance in Section 4.10.4 of Amendment No. 1 to Development Agreement No. 1 have been paid and satisfied, and that no Party has any further cost sharing obligations under such Section with respect to the Robinson Street Entrance. With reference to the cost sharing arrangement for the Tecumseh Road Entrance, the Parties agree as follows:

1) As used in Section 10(d) of this Agreement, “Cost” shall include, but not be limited to design, design coordination, civil engineering, surveys, as-builts, geotech services, sight lighting and electrical design and installation services, permits, inspections, bonds, meters, construction, construction testing, construction administration, legal services, overhead and administration, development fees, landscape and irrigation installation.

2) Subject to the concurrence of the UNP BID Board and the availability of BID funds, the Cost of the Tecumseh Road Entrance (not to exceed \$300,000) shall be shared equally by the UNP BID and UNP LLC.

11. Conference Center.

a. Development of Conference Center. The Original Project Plan allocated up to \$16.5 million of tax increment revenues for Conference Center and Cultural Facilities Costs (including a conference center and “museums and/or similar cultural facilities”). In accordance with the Original Master Agreement and the Development Agreements, UTC sold land to JQH for a hotel, UTC donated land with an appraised value of \$4 million to the City for a conference center, and JQH constructed a hotel and conference center. In Development Agreement No. 2, the City agreed to purchase the Conference Center for \$15,000,000. In Development Agreement No. 4, JQH released the City from its commitment to purchase the conference center (and the City transferred the conference center land to JQH), so that part of the funds allocated for Conference Center and Cultural Facilities Costs in the Project Plan could instead be used to pay part of the costs of constructing an overpass over I-35 at Rock Creek Road. In 2008, the Original Project Plan was amended to reallocate \$7.75 million for this purpose. The remaining \$8.75 million continued to be allocated for Cultural Facilities Costs.

b. Confirmation of Performance of Conference Center Obligations. The Parties confirm that all obligations under the Master Operating Agreement and the Development

Agreements related to the transfer and dedication of land and the financing and development of the conference facilities as described in Sections 11 and 15.C of the Original Master Agreement and in the Original Project Plan have been satisfied. The Parties shall execute, and shall request JQH to execute, such other and further instruments as may be necessary to confirm the satisfaction of such obligations.

12. **Recreation Facilities.**

a. **Use of Cultural Facilities Funds for Recreation Facilities.** On January 22, 2019, the City Council adopted a resolution (R-1819-72) requesting the Statutory TIF Review Committee to approve the City's use of the funds authorized for Cultural Facilities Costs for a proposed multi-generational recreation complex with an indoor competitive pool facility and an indoor multi-sport facility (the "**Recreation Facilities**"), projects that are part of the Norman Forward initiative. In the MOU, the Parties agreed that if the City and other community partners determined that it would be in the best interests of the citizens of Norman to locate some or all of the components of the Recreation Facilities within the UNP Increment District, they would work together in good faith to identify a mutually acceptable location for such facilities, mutually determine and recommend to the Statutory TIF Review Committee whether all or a portion of the revenues authorized for Cultural Facilities or other Project Costs should be used for the Recreation Facilities, and negotiate agreements for the acquisition of such site and the development and financing of the facilities, and negotiate any related amendments to the Development Agreements and other UNP Agreements.

b. **Authorized Recreation Facilities Project Costs.** The Original Project Plan envisioned that the funds set aside for Cultural Facility Costs would be used for "museums and/or similar cultural facilities." The Recreation Facilities are intended to accomplish a similar purpose by creating a regional attraction to encourage a regional draw of customers and hotel patrons from outside of Norman. The 2019 Project Plan authorizes the expenditure of up to \$5,154,762 of the remaining tax increment revenues for Recreation Facilities Costs. These funds shall be utilized as follows:

i. ***Property Acquisition.*** The Recreation Facilities will be located in the UNP Increment District on property owned by UTC north of the Embassy Suites hotel and bordering the Max Westheimer airport with the final site to be mutually determined by the City and UTC no later than March 31, 2020. Funds authorized for Recreation Facilities Costs in the 2019 Project Plan may be used to acquire this site (the "**Recreation Facilities Site**"). UTC will donate two acres of land to a public trust designated by the City that will own the Recreation Facilities Site and construct, own and operate the Recreation Facilities (the "**RF Trust**"), and will sell an additional ten acres to the RF Trust for a net price of \$2,069,971 (for a blended rate of \$3.96 per square foot) and other terms that are mutually acceptable to UTC, the City, and the RF Trust. UTC, as seller, and the RF Trust, as buyer, will enter into a mutually acceptable Purchase and Sale Agreement, with closing to occur by the later of (a) June 30, 2020, or (b) upon closing of the issuance of bonds to finance construction of the Recreation Facilities. UTC's conveyance of the Recreation Facilities Site will be by special warranty deed and will be subject to easements, covenants and restrictions of record.

ii. *NPS Aquatic Contribution.* Recreation Facilities funds in the amount of \$350,000 will be used to supplement the anticipated annual contributions by Norman Public Schools to the operation of the indoor aquatic facility.

iii. *Construction Supplement.* Any remaining Recreation Facilities funds may be made available for the construction and equipping of the Recreation Facilities projects to ensure they will serve as a regional draw for larger tournaments, swim meets and other events.

c. Commitment of City to Finance and Construct Recreation Facilities. The City commits to obtain sufficient funding to construct the Recreation Facility projects, which are estimated to cost at least \$22,500,000, and shall make every effort to open the Recreation Facility projects by no later than October 1, 2022. If the City does not commence construction of the Recreation Facility Projects by January 1, 2021, UTC will have the right to repurchase the Recreation Facility Site at the same price for which the City purchased such land, and the City shall convey the Recreation Facility Site back to UTC, free and clear of any encumbrances other than those to which the Recreation Facility Site was subject when conveyed to the City.

13. Legacy Park. The Original Project Plan authorized the expenditure of up to \$8.25 million of tax increment revenues for the construction of Legacy Park, public art, and enhanced landscaping. In accordance with Section 15.B of the Original Master Agreement and the Development Agreements, UTC donated 7.3342 acres of land (with an appraised value of \$3 million) to the City for Legacy Park, and Legacy Park was constructed with tax increment revenues. To date, \$8,155,849 of tax increment revenues have been expended for Legacy Park Project Costs. The 2019 Project Plan authorizes the expenditure of an additional \$250,000 of tax increment revenues for (a) costs to construct a surface parking lot providing additional parking spaces for those attending events at Legacy Park, and (b) funds to fulfill the remaining balance of the Authority's matching contributions to the University North Park Business Improvement District (BID).

a. Confirmation of Performance of UTC's Obligations. The Parties affirm that UTC has fully complied with its obligation to donate land to the City for Legacy Park, and that UTC has no further obligations under Section 15.B of the Original Master Agreement or under Sections 2.1.1, 2.1.2, and 2.1.5 of Development Agreement No. 5 with respect to Legacy Park.

b. Operation and Maintenance of Legacy Park and Legacy Trail. The City reaffirms its commitment in Section 2.1.7 of Development Agreement No. 5 to operate and maintain Legacy Park and Legacy Trail in a first class condition consistent with the balance of University North Park. If the owners of property in University North Park do not petition to continue the University North Park Business Improvement District (BID) beyond its current expiration date, the operation and maintenance of Legacy Park and Legacy Trail shall be at the City's sole cost and expense.

c. University North Park Business Improvement District (BID). On July 8, 2014, the City approved Resolution R-1415-11 creating the University North Park BID and providing for annual assessments to be levied against the owners of improved property in University North Park over a 10-year period for costs associated with the maintenance and

operation of Legacy Park and Legacy Trail. As provided in Development Agreement No. 5, in order to assist in the development of and viability of the BID, the implementation of the BID assessments was phased over an eight-year period after completion of Legacy Park construction, and the Authority agreed to allocate \$900,000 of tax increment revenues as a matching contribution to provide an interim funding source for the BID. The Parties agree that up to \$75,000 of the funds allocated to Legacy Park Costs under the 2019 Project Plan will be made available to fulfill the remaining unfunded balance of the Authority's matching contribution. If the owners of property in University North Park do not petition to continue the BID for another ten-year term, any BID funds remaining at the conclusion of the initial 10-year term will remain committed to Legacy Park and Legacy Trail maintenance costs.

d. Parking for Legacy Park. The City reaffirms its agreement and obligation under Section 2.2 of Development Agreement No. 5 to construct a surface parking lot west of the Academy Stores location to provide for at least 20 additional parking spaces for those attending events at Legacy Park. Up to \$175,000 of the funds allocated to Legacy Park Costs under the 2019 Project Plan have been made available to the City for the costs of such construction. The City shall make every effort to construct and open the surface parking lot by no later than June 30, 2020.

14. Town Center. The Original Project Plan authorized the expenditure of up to \$8.25 million of tax increment revenues for costs described as "Lifestyle Center Costs," including infrastructure and other improvements as well as tenant incentives to facilitate the creation of a retail and entertainment environment that would draw customers to Norman. The Original Master Agreement and subsequent Development Agreements included general development concepts and standards for a "Lifestyle Center," including eligibility criteria for UTC to receive funds for costs incurred to attract new retail businesses to University North Park that would create a regional draw for potential shoppers. To date, no tax increment revenues have been expended for Lifestyle Center Costs. In the 2019 Project Plan, the tax increment revenues authorized for such costs (now described as "Town Center Costs") were reduced to \$5 million.

a. Criteria for Disbursement of Town Center Funds. As provided in the 2019 Project Plan, up to \$5 million of tax increment revenues shall be made available to support development of a Town Center with retail and entertainment uses. Section 4.4.3 and Section 4.9.1 of Amendment No. 1 to Development Agreement No. 5 are hereby amended to provide that funds for Town Center Costs shall be disbursed to UTC upon certification by UTC and verification by the General Manager of the Authority that the costs are related to retail stores or entertainment venues that purchase property in the UNP Increment District or sign leases for space in the Increment District for a term of not less than three years, and that such costs also meet all of the following criteria:

i. Costs are needed to support retail or entertainment development in the portion of University North Park identified as "Town Center" on Exhibit G to the 2019 Project Plan; and

ii. Costs are needed to support a retail or entertainment user that is not already located in Norman; and

iii. If the costs are associated with a retail user, then anticipated retail sales of not less than \$300 per square foot for a store larger than 10,000 square feet or not less than \$400 per square foot for stores of 10,000 square feet or smaller must be demonstrated based on past performance in communities with demographics similar to Norman; and

iv. If the costs are associated with an entertainment user, then no minimum sales per square foot applies; however, the proposed user must present an entertainment option that is not already located in Norman (such as but not limited to a boutique or luxury first run theater); and

v. Parcel development plan must incorporate urban design elements of walkability and connectivity, as determined by the Architectural Review Board for University North Park.

Funds for Town Center Costs shall be disbursed to UTC or its designee within thirty (30) days after UTC submits documentation to the General Manager of the Authority and the General Manager forwards such documentation to BOK after verifying that the foregoing criteria are satisfied. If the Town Center is developed in phases, funds for Town Center Costs shall be disbursed incrementally provided the foregoing criteria are satisfied. If the proposed retail or entertainment development does not meet all of the foregoing criteria, but funds for Town Center Costs are still requested by UTC, then such request will be approved only upon execution of a satisfactory development agreement by the Authority.

b. Town Center Incentive Deadline. The deadline for UTC to request funds for Town Center Costs is June 30, 2026 (the “Town Center Incentive Deadline”). To the extent such funds have not been requested by the Town Center Incentive Deadline, any remaining funds shall be transferred to other Project Costs outlined in the 2019 Project Plan, or, if all such Project Costs have been paid in full, distributed to the taxing jurisdictions as set forth in the Local Development Act.

c. Town Center Costs to be Held in Escrow. To ensure that sufficient funds are available to pay Town Center Costs, the tax increment revenues allocated for Town Center Costs shall be held in escrow by BOK or another third party or secured in a manner reasonably acceptable to the Parties through the Town Center Incentive Deadline.

d. Other Incentives. The City commits to consider other incentives not utilizing tax increment revenues for qualifying retail projects, such as but not limited to sales tax rebates, permit and fee waivers, and expedited processing of City approvals, to supplement the tax increment revenues for Project Costs authorized as Town Center Costs in the 2019 Project Plan.

e. Waiver and Termination of Lifestyle Center Delay Penalties. Development Agreement No. 5, as amended by Amendment No. 1, required UTC to reimburse the City and the Authority for the cost of certain public improvements funded by tax increment revenues if shell construction of at least 145,778 square feet of retail space within the Lifestyle Center (now Town Center) was not completed by June 30, 2023 (or by June 30, 2026, if UTC opted to use a design that achieves mutually agreeable urban design, walkability, and/or mixed use development concepts). In recognition of the other considerations set forth in this Agreement and the 2019

Project Plan, the City and the Authority hereby release UTC from any and all obligations to complete construction within the Town Center by a specified date, and the City and the Authority hereby waive and release UTC from any and all penalties for failure to construct a Town Center or Lifestyle Center by a specific deadline, including all penalties under Sections 4.7, 4.71, and 4.72 of Amendment No. 1 to Development Agreement No. 5.

15. **Economic Development Costs and Objectives.**

a. **Designation of NEDC to Implement Remaining Economic Development Project Components.** The Original Project Plan authorized the expenditure of up to \$8,250,000 of tax increment revenues for Economic Development Costs, described in the Original Project Plan and in the Original Master Agreement as costs related to the location of businesses in the Project Area not currently located in Norman and providing new quality employment opportunities, including the cost of planning, financing, assistance in development financing, acquiring, constructing, and developing facilities to foster such opportunities. In an Economic Development Agreement among the Parties dated September 21, 2010 (the “Economic Development Agreement”), NEDC agreed to implement and administer the economic development components of the Project, and the City and the Authority authorized and approved the use of certain tax increment revenues to fund economic development Project Costs incurred by NEDC.

i. The City and the Authority hereby reaffirm their designation of NEDC to implement economic development objectives of the 2019 Project Plan on behalf of the City and the Authority.

ii. In accordance with the 2019 Project Plan and this Agreement, up to \$1,425,000 of the remaining tax increment revenues may be made available to NEDC for Economic Development Costs, including a maximum of \$699,565 that may be earned under Development Agreement No. 6 (\$70,434 of which already has been earned and distributed).

b. **NEDC’s Purchase of Economic Development Tracts.** In the Original Master Agreement and in the Economic Development Agreement, UNP LLC agreed to make available to the City (acting through NEDC) up to 100 acres of land in University North Park north of Rock Creek Road for economic development. UNP LLC and NEDC entered into purchase agreements pursuant to which NEDC purchased a total of 61.67 acres (collectively, the “Economic Development Tracts”) from UNP LLC. NEDC obtained loans for acquisition and infrastructure construction costs, and the Authority pledged part of the tax increment revenues allocated for Economic Development Costs as security for NEDC’s acquisition loans. The Economic Development Tracts were platted as University North Park Corporate Center Addition Section 1 (containing 30 acres) and University North Park Corporate Center Addition Section 2 (containing 31.67 acres), and subdivided into lots. The Parties confirm and agree that:

i. NEDC has satisfied its obligations under Sections 2.2(a)-(d) and 6.1 of the Economic Development Agreement with respect to the Economic Development Tracts.

ii. UNP LLC has satisfied its obligations under Section 3.1 and Section 3.2(a) and (b) of the Economic Development Agreement with respect to the Economic Development Tracts.

iii. UNP LLC has no obligation to sell any additional land in University North Park to the City or to NEDC, and neither the City nor NEDC has any obligation to purchase any additional land in University North Park from UNP LLC. Any such remaining obligations under the Original Master Agreement, the Economic Development Agreement, or other UNP Agreements are hereby terminated and released

c. Development Agreement No. 6. Pursuant to the terms of an Economic Development Performance Agreement among NEDC, Immuno Mycologics, Inc. (“IMMY”), and the Authority dated January 28, 2014 (“Development Agreement No. 6”), NEDC sold a lot to IMMY, and granted IMMY a first right of refusal to purchase three additional lots. IMMY has constructed and is operating a manufacturing facility on the lot it purchased from NEDC. Development Agreement No. 6 provides for certain economic development incentives to be funded by tax increment revenues as authorized Economic Development Costs, and requires NEDC to reimburse the Authority for tax increment revenues provided to NEDC to assist in financing the costs of property acquisition and public infrastructure improvements. NEDC, IMMY, and the Authority will execute a mutually acceptable amendment to Development Agreement No. 6 confirming the Authority’s waiver and release of NEDC’s reimbursement obligations under that agreement. NEDC’s agreement to this Agreement is contingent upon the waiver and release of such reimbursement obligations.

d. UNP LLC’s Repurchase of University North Park Corporate Center Addition Section 1. As part of the consideration for NEDC’s purchase of the Economic Development Tracts at a price of \$1.25 per square foot, NEDC agreed to meet certain development requirements, which include constructing infrastructure improvements and entering into agreements for the sale or lease of lots to “qualified users” that will provide quality jobs (the “Development Requirements”). In its purchase agreements with NEDC, UNP LLC reserved the right to approve each “qualified user” and the terms of each incentive package for each “qualified user,” and the right to repurchase undeveloped lots if the Development Requirements were not satisfied by specified dates (“Repurchase Rights”).

i. UNP LLC and NEDC will enter into a separate agreement to accelerate UNP LLC’s right to repurchase the land in University North Park Corporate Center Addition Section 1, subject to IMMY’s right of first refusal with respect to Lot 2 and Lot 7 in Block 1, at a mutually agreed price (x) not less than the remaining unpaid balance of NEDC’s acquisition loan from Republic Bank and Trust (the “RBT Loan”) and (y) not to exceed NEDC’s verified cost as provided in the existing agreements between UNP LLC and NEDC, with closing to occur by a mutually acceptable date (the “UNP/NEDC Closing”). NEDC’s agreement to this Agreement is contingent upon NEDC and UNP LLC entering into the separate agreement of repurchase as stated above in this section, or IMMY exercising its right of first refusal thereto.

ii. Until the UNP/NEDC Closing occurs, tax increment revenues for Project Costs authorized as Economic Development Costs under the 2019 Project Plan may be used to pay the interest payment(s) due on the RBT Loan on the date(s) such payments are due, and to pay all applicable operating costs related to the Economic Development Tracts such as but not limited to property taxes, insurance, and maintenance.

iii. If IMMY exercises its right of first refusal under Section III(c) of Development Agreement No. 6 to purchase Lot 2 and/or Lot 7 in Block 1, the purchase price paid by UNP LLC for the remaining lots in Corporate Center 1 will be reduced by an amount equal to the price IMMY pays NEDC for Lot 2 and/or Lot 7.

iv. If IMMY exercises its right of first refusal under Section III(c) of Development Agreement No. 6 to purchase Lot 2, Block 1 in University North Park Corporate Addition Section 2, or if any other lot of the University North Park Corporate Center 2 tracts are sold by June 30, 2026, then NEDC shall have the right to receive and (subject to NEDC's satisfaction of any remaining obligations on the RBT Loan) retain the proceeds from the sale of such lot(s).

e. Obligations and Responsibilities of NEDC for Development of Remaining Undeveloped Lots.

i. The Parties reaffirm the following obligations and responsibilities of NEDC under Sections 2.1, 2.3, 2.4, 2.5, 2.6 and 7.1 of the Economic Development Agreement with respect to the remaining undeveloped lots owned by NEDC in University North Park Corporate Center Addition Section 2 (the "Remaining NEDC Lots"):

1) NEDC shall stimulate, coordinate, implement, and administer the economic development components of the Project with respect to the Remaining NEDC Lots. Guided by the provisions of the 2019 Project Plan and this Agreement, NEDC shall foster the creation of employment qualifying for the Oklahoma Quality Jobs Program Act, 68 O.S. § 3601, *et seq.*, and similar quality employment..

2) As part of Economic Development Costs, NEDC shall pay all additional infrastructure development costs, if any, associated with implementation of the economic development components of the Project serving the Remaining NEDC Lots unless otherwise provided by agreement between UNP LLC and NEDC or between other of the Parties. With respect to any additional public street and utility contracts for public improvements to be dedicated to the City, if any, the Authority shall be made a party to such contracts for and within the Remaining NEDC Lots. The Parties acknowledge and confirm that all lots in the Economic Development Tracts have been previously final platted and accepted by the City and that no further public infrastructure improvements are necessary or required by NEDC.

3) NEDC shall enter into supplemental economic development agreements to the extent necessary with the Parties to this Agreement and others as appropriate.

4) NEDC shall enter into financing arrangements necessary or appropriate to perform its obligations and achieve the objectives of this Agreement.

5) NEDC shall enter into economic development agreements with respect to the Remaining NEDC Lots in order to stimulate development of sites that will provide for economic development activities that focus on attracting, expanding and retaining enterprises that offer the community of Norman quality employment

opportunities, such as, but not limited to, high-tech, financial, intellectual property, and administrative businesses. The Remaining NEDC Lots will not be offered to buyers or users unless such buyers and/or users generate new investments and create, expand, or retain quality employment opportunities in accordance with this Agreement and the 2019 Project Plan. Each economic development agreement entered into by NEDC pursuant to his Agreement shall include provisions as may be reasonably required and as appropriate to protect the interest of the City and the Authority.

6) Each economic development agreement entered into by NEDC pursuant to this Agreement shall be subject to reasonable concurrence by UNP LLC. Such concurrence shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no response is provided within thirty (30) days after submission of a proposed economic development agreement from NEDC to UNP LLC.

7) Each economic development agreement entered into by NEDC pursuant to this Agreement shall be subject to concurrence by the Authority. For purposes of this provision, the financing by NEDC for acquisition of property is considered to be an economic development agreement.

8) NEDC shall provide quarterly and annual reports to the Parties regarding the performance of its obligations pursuant to this Agreement.

ii. The Remaining NEDC Lots also shall continue to be subject to the Development Requirements and to UNP LLC's Repurchase Rights; provided, however, UNP LLC agrees to extend NEDC's deadline for satisfying the Development Requirements from December 31, 2023 to December 31, 2025.

f. Obligations and Responsibilities of UNP LLC. The Parties reaffirm the following obligations and responsibilities of UNP LLC under Section 3.1 and 3.3 of the Economic Development Agreement:

i. UNP LLC reaffirms its commitment to assist in the development of the Economic Development Tracts. Such assistance shall include entering into cooperative agreements to support the economic development activities of the remaining components of the Project consistent with the 2019 Project Plan and the terms hereof (provided, UNP will not be required to enter into any such agreement that causes it to incur obligations beyond those specified herein).

ii. As provided in Subsection 15(e)(i)(6) above, each economic development agreement entered into by NEDC pursuant to this Agreement shall be subject to reasonable concurrence by UNP LLC. Such concurrence shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if no response is provided within thirty (30) days after submission of a proposed economic development agreement from NEDC to UNP LLC.

iii. UNP LLC may enter into supplemental economic development agreements with users and participants (provided, UNP will not be required to enter into any such agreement that causes it to incur obligations beyond those specified herein).

g. Obligations and Responsibilities of the City. The Parties reaffirm the following obligations and responsibilities of the City under Section 4.1 of the Economic Development Agreement:

i. The City hereby authorizes implementation of the economic development component of the 2019 Project Plan.

ii. The City hereby authorizes the preparation and filing of applications pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. § 840, *et seq.*, in order to providing additional matching funds for the economic development activities undertaken pursuant to this Agreement.

h. Obligations and Responsibilities of the Authority. The Parties reaffirm the following obligations and responsibilities of the Authority as set forth in Article V of the Economic Development Agreement:

i. The Authority shall cooperate and support the implementation activities of NEDC in carrying out the provisions of the 2019 Project Plan and this Agreement.

ii. In order to support and assure the implementation of this Agreement and achievement of its objectives, the Authority will from time to time review the proposed actions of NEDC and provide the approvals required by Section 15(e)(i)(7) above.

16. **Commitments for Transfer of Property Interests to City or its Designee.** In Section 15 of the Original Master Agreement, UNP, the OU Foundation, and UTC agreed, on terms to be set forth in the Development Agreements governing the respective components of the Project, to transfer certain property interests to the City or its designee from time to time.

a. Dedication of Public Rights-of-Way and Easements. In accordance with the Original Master Agreement, in order to implement the Original Project Plan, UNP LLC and UTC, respectively, have dedicated public rights-of-way and easements within the UNP Increment District to the City as necessary or appropriate in accordance with applicable Development Agreements and final plats pursuant to the provisions of the UNP PUD Plan at no cost to the City or its designee. UNP LLC and UTC will dedicate such additional public rights-of-way and easements within the UNP Increment District as may be necessary or appropriate in accordance with the 2019 Project Plan, this Agreement and final plats pursuant to the provisions of the UNP PUD Plan at no cost to the City or its designee.

b. Commitments for Transfer of Other Property Interests. Except as set forth in this Agreement, the Parties confirm that UNP LLC, UTC, and the OU Foundation have satisfied their respective commitments for transfer property interests to the City or its designee, and shall have no further obligations under Section 15 of the Original Master Agreement.

17. **Commitment of The University of Oklahoma Foundation.** The OU Foundation endorses and supports the 2019 Project Plan, confirms the authorization of UNP LLC to enter into this Agreement, and commits to continue to work in good faith to assist in achieving the remaining Project objectives, as outlined in this Agreement.

18. **Amendment and Restatement of Original Master Agreement.** This Amended Master Agreement supersedes and replaces the Original Master Agreement in its entirety. Except as provided in this Agreement, any remaining rights, obligations, and responsibilities of the Parties as set forth in the Original Master Agreement are hereby terminated and released. To the extent the Original Master Agreement created any rights or imposed any obligations on the OU Foundation or the University as Supporting Parties, such rights and obligations of the Supporting Parties also are terminated and released, except as set forth in this Agreement.

19. **Remaining Obligations under Other UNP Agreements.**

a. **Development Agreement No. 1.** Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under the Development Agreement No. 1 for Initial Project Activities in the Norman University North Park Project dated August 22, 2006 by and among the City, the Authority, UNP LLC and UTC (Contract No. K-0607-45) are hereby terminated and released.

b. **Master Financing Agreement.** Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under the Master Financing Agreement for the Norman University North Park Project dated February 13, 2007 by and among the City, the Authority, JQH, UTC, UNP LLC and the OU Foundation (Contract No. K-0607-131) are hereby terminated and released. The Parties shall execute, and shall request JQH to execute, such other and further instruments as may be necessary to confirm the termination of such agreement.

c. **Development Agreement No. 2 and Amendment No. 1 to Development Agreement #2.** Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under Development Agreement #2 for the Development of the University North Park Hotel Conference Center Project dated June 12, 2007 by and among the City, the Authority, JQH, UTC, and UNP LLC, as amended by Amendment No. 1 to Development Agreement #2 for the Development of the University North Park Hotel Conference Center Project dated June 12, 2007 (Contract No. K-0607-130), are hereby terminated and released. The Parties shall execute, and shall request JQH to execute, such other and further instruments as may be necessary to confirm the termination of such agreement.

d. **Development Agreement No. 3.** Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under Development Agreement No. 3 for the Development of Legacy Park dated October 23, 2007 by and among the City, UTC, and UNP (Contract No. K-0708-76) are hereby terminated and released. The Parties shall execute, and shall request JQH to execute, such other and further instruments as may be necessary to confirm the termination of such agreement.

e. **Development Agreement No. 4.** Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under Development Agreement No. 4 Providing Funding Commitments for a Rock Creek Road Overpass of Interstate 35 and Further Enhancing Development in the Norman University North Park Project dated September 9, 2008 by and among the City, the Authority, UNP LLC, UTC, JQH, NEDC and the OU Foundation (Contract No. K-0708-149) are hereby terminated and released. The Parties shall execute, and

shall request JQH to execute, such other and further instruments as may be necessary to confirm the termination of such agreement.

f. Economic Development Agreement. Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under the University North Park Economic Development Agreement Providing Financing Commitments and Approvals for the Economic Development Component of the Norman University North Park Project dated September 21, 2010 by and among the City, the Authority, UNP LLC, UTC, NEDC and the OU Foundation (Contract No. K-1011-75) are hereby terminated and released.

g. Development Agreement No. 5 and Amendment No. 1 to Development Agreement No. 5. Except as provided in this Agreement, any remaining rights, obligations and responsibilities of the Parties under Development Agreement No. 5 Setting Forth Obligations Related to Development of the Norman University North Park Project dated May 8, 2012 by and among the City, the Authority, UNP LLC, UTC, and UNP Realty, as amended by Amendment No. 1 to Development Agreement No. 5 Related to Development of the Norman University North Park Project dated April 28, 2016 (Contract No. K-1112-125) are hereby terminated and released. The Parties shall execute, and shall request UNP Realty to execute, such other and further instruments as may be necessary to confirm the termination of such agreement.

h. Development Agreement No. 6. NEDC and the Authority shall execute, and shall request IMMY to execute, such amendments to the Economic Development Performance Agreement (University North Park TIF Development Agreement No. 6) dated January 28, 2014 by and among NEDC, IMMY, and the Authority as may be necessary to implement the terms and conditions set forth in Section 15(c) of this Agreement.

i. Other Agreements Related to NEDC Property. NEDC, UNP LLC, and the Authority shall execute such amendments to the following agreements as may be necessary to implement the terms and conditions set forth in Section 15(d) of this Agreement:

i. Amended and Restated Purchase and Sale Agreement (Economic Development Tract) dated October 15, 2010 between UNP LLC and NEDC;

ii. Purchase and Sale Agreement (Remaining Economic Development Tract) dated November 26, 2013 between UNP LLC and NEDC;

iii. Second Amended and Restated Agreement Acknowledging Development Goals and Repurchase Rights dated June 18, 2014 by and among UNP LLC, NEDC, the Authority, and Republic Bank & Trust (“RBT”);

iv. Second Amended and Restated Memorandum of Agreements dated June 18, 2014 by and among UNP LLC, NEDC, the Authority, and RBT.

NEDC’s agreement to this Agreement is contingent upon NEDC’s agreement to such amendments in NEDC’s sole discretion.

20. Competitive Bidding Act. To the extent required by law, any and all contracts, or portions thereof, made for the purpose of constructing public improvements pursuant to this

Agreement shall be made in compliance with the Oklahoma Public Competitive Bidding Act of 1974, 61 Okla. Stat. §§ 101 et seq., as amended, including, but not limited to, any applicable bonding requirements.

21. **No Broker Agreement.** Each party hereto represents to each other party that the lease and sale of land or other obligations pursuant to this Agreement has not involved any broker nor is any party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each Party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

22. **Applicable Law; Severability.** This Agreement shall be governed by and construed in accordance with 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.

23. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of 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.

24. **No Partnership or Joint Venture Created.** This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any Party liable for any of the debts or obligations of any other Party.

25. **Formalities and Authority.** The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. 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.

26. **Notices and Demands.** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City: The City of Norman
 P.O. Box 370
 Norman OK 73070
 Attn: City Manager

Authority: Norman Tax Increment Finance Authority
 P.O. Box 370
 Norman OK 73070
 Attn: General Manager

UNP LLC University North Park, LLC
100 Timberdell Road
Norman, OK 73019
Attn: Guy Patton, Manager

UTC: University Town Center, LLC
P.O. Box 3117
Morganton, NC 28680-3117
Attn: Robert Collett, Manager

NEDC: Norman Economic Development Coalition

Attn: _____

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication given by a Party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

27. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

28. **Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

29. **Unavoidable Delays.** The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, “unavoidable delay” means a delay beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall including, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party.

30. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The City Manager and City Attorney are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this Agreement and the approvals contained herein.

31. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

32. Conflicts. In case of any conflict between this Agreement and the 2019 Project Plan, the 2019 Project Plan shall govern.

33. Settlement and Release. As referenced in Recital L of this Agreement, on March 26, 2019, the City Council approved a Memorandum of Understanding Concerning University North Park Project Plan and Increment District (K-1819-116) (the “MOU”), which has been signed by the City, the Authority, UTC, UNP LLC, the OU Foundation, UNP Realty, and NEDC (collectively, the “MOU Parties”). Except for their rights under the 2019 Project Plan and their rights to enforce this Agreement and the other UNP Agreements, as amended, the MOU Parties, for themselves, as well as their respective agents, employees, representatives (including City council members), trustees, officers, directors, partners, shareholders, members, affiliates, and related entities do hereby release and forever discharge each other, including the other’s successors and assigns, agents, employees, representatives (including City council members), trustees, officers, directors, partners, shareholders, members, affiliates, and related entities from any claim, demand, damages or cause of action that in any way is related to or arises from any actions or omissions of such persons acting within the scope of their authority and in their official and/or representative capacity under the Original Project Plan or any related agreements concerning the University North Park Increment District reasonably known or that reasonably could have been known by any of the MOU Parties as of the approval date of the 2019 Project Plan and that occurred prior to the execution of this Agreement. This Agreement is a compromise and settlement of disputed and contested claims, and nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to any other Party.

[signatures follow]

IN WITNESS WHEREOF, the City, the Authority, UNP LLC, UTC, and NEDC, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF NORMAN, OKLAHOMA

By: _____
Breea Clark, Mayor

Attest: _____
Brenda Hall, City Clerk
(SEAL)

NORMAN TAX INCREMENT FINANCE AUTHORITY

By: _____
Breea Clark, Chairperson

Attest: _____
Brenda Hall, Secretary
(SEAL)

Approved as to form and legality this ____ day of _____, 2019.

Kathryn Walker, City Attorney/General Counsel

UNIVERSITY NORTH PARK, LLC

By: _____
Guy L. Patton, Manager

UNIVERSITY TOWN CENTER, LLC

By: _____
Robert C. Collett, Manager

NORMAN ECONOMIC DEVELOPMENT COALITION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, The University of Oklahoma Foundation, Inc., as a Supporting Party to this Agreement, has evidenced its endorsement and support of this Agreement and has evidenced its consent to the terms in Section 33 of this Agreement by its execution below.

THE UNIVERSITY OF OKLAHOMA FOUNDATION, INC.

By: _____
Guy L. Patton, President

IN WITNESS WHEREOF, UNP Realty Investors, LLC has evidenced its consent to the terms in Section 33 of this Agreement by its execution below.

UNP REALTY INVESTORS, LLC

By: _____
Guy L. Patton, Manager

EXHIBIT A**UNP AGREEMENTS**

Agreement	Date	Parties	Subject; Purpose
Master Operating and Development Agreement	August 22, 2006	City, UNP LLC, UTC	Processes for approvals and actions necessary to achieve objectives of Project Plan
Development Agreement No. 1	August 22, 2006	City, TIF Trust, UNP LLC, UTC	Funding commitments for initial Project activities
Master Financing Agreement	February 13, 2007	City, TIF Trust, JQH, UTC, UNP LLC, OU Foundation	Processes for funding certain Project Costs from proceeds of tax increment revenue bonds
Development Agreement No. 2 Amendment No. 1 to Development Agreement No. 2	June 12, 2007 June 12, 2007	City, TIF Trust, JQH, UTC, UNP LLC	Development of UNP Hotel Conference Center Project
Development Agreement No. 3	October 23, 2007	City, UNP LLC, UTC	Development of Legacy Park
Development Agreement No. 4	September 9, 2008	City, TIF Trust, UNP LLC, UTC, JQH, NEDC, OU Foundation	Release of City from obligation to purchase Conference Center; reallocation of Conference Center Project Costs; funding commitments for Rock Creek Road overpass and further enhancing development in University North Park
Series 2009 Supplemental Note Indenture	June 1, 2009	TIF Trust, Bank of Oklahoma, National Association, as Trustee, URI	Financing for certain Project Costs authorized under Project Plan, including portion of Legacy Park Project Costs, and portion of Traffic and Roadway Improvements Project Costs (including Rock Creek overpass)
Agreement to Remit Funds and Security Agreement	June 1, 2009	City, TIF Trust	Processes for administration of sales tax and ad valorem tax revenue from UNP TIF

Economic Development Agreement	September 21, 2010	City, TIF Trust, UNP LLC, UTC, NEDC, OU Foundation	Implementation of economic development provisions of Project Plan, Master Development Agreement and Development Agreement No. 4
Amended and Restated Purchase and Sale Agreement	October 15, 2010	UNP LLC, NEDC	NEDC's purchase of 30 acres from UNP LLC
Development Agreement No. 5 Amendment No. 1 to Development Agreement No. 5	May 8, 2012 April 28, 2016	City, TIF Trust, UNP LLC, UTC, URI	Legacy Park land donation and development, creation of BID, traffic and roadway improvements, Lifestyle Center commitments; Cultural Facility land donation
First Amendment to Series 2009 Supplemental Note Indenture	June 1, 2013	TIF Trust; BOKF, NA, dba Bank of Oklahoma, Trustee; URI	Incorporated certain provisions of Development Agreement No. 5 into Series 2009 Supplemental Note Indenture, including modification of funding priorities and reallocation of Project Costs to specified accounts maintained by Trustee
Closing Certificate and Ratification of Authority Closing Certificate and Ratification of City Receipt of Payment executed by URI	August 29, 2013	TIF Trust, City and URI	Executed upon issuance of \$14,215,000 TIF Trust Revenue Note Series 2013 to affirm that obligations in Sections 6.07 and 10.02 of Series 2009 Supplemental Note Indenture survive release of Indenture and re: payment of \$14,560,000 Series 2009 TIF Trust Revenue Note held by URI
Purchase and Sale Agreement	November 26, 2013	UNP LLC, NEDC	NEDC's purchase of 31.67 acres from UNP LLC
Development Agreement No. 6	January 28, 2014	TIF Trust, NEDC, and IMMY	IMMY's purchase of economic development lot from NEDC; use of TIF notes to assist with land acquisition costs
Second Amended and Restated Agreement Acknowledging Development Goals and Repurchase Rights	June 18, 2014	TIF Trust, NEDC, UNP LLC, RBT	Rights and obligations with respect to NEDC's indebtedness to RBT, and UNP's retained rights with respect to Economic Development Tracts

EXHIBIT B**ALLOCATION OF REMAINING AUTHORIZED PROJECT COSTS**

The 2019 Project Plan reduced and reallocated authorized Project Costs in the amounts not to exceed those set forth below:

	Category of Authorized Project Costs	Authorized Amount
1.	Traffic and Roadway Improvements Costs	\$5,024,394
2.	Legacy Park Costs	\$ 250,000
3.	Recreation Facilities Costs	\$5,154,762
4.	Town Center Costs	\$5,000,000
5.	Economic Development Costs	\$1,425,000
6.	Miscellaneous Costs	\$ 125,000
	TOTAL	\$16,979,156