

**UNIVERSITY NORTH PARK**  
**ECONOMIC DEVELOPMENT AGREEMENT**

**PROVIDING FINANCING COMMITMENTS AND APPROVALS FOR  
THE ECONOMIC DEVELOPMENT COMPONENT  
OF THE NORMAN UNIVERSITY NORTH PARK PROJECT**

**BY AND AMONG**

**THE CITY OF NORMAN, OKLAHOMA**

**AND**

**NORMAN TAX INCREMENT FINANCE AUTHORITY**

**AND**

**UNIVERSITY NORTH PARK, LLC**

**AND**

**UNIVERSITY TOWN CENTER, LLC**

**AND**

**NORMAN ECONOMIC DEVELOPMENT COALITION**

**AND**

**THE UNIVERSITY OF OKLAHOMA FOUNDATION, INC.**

**DATED AS OF 9/21, 2010.**

**UNIVERSITY NORTH PARK**  
**ECONOMIC DEVELOPMENT AGREEMENT**

**PROVIDING FINANCING COMMITMENTS AND APPROVALS FOR  
THE ECONOMIC DEVELOPMENT COMPONENT  
OF THE NORMAN UNIVERSITY NORTH PARK PROJECT**

**THIS UNIVERSITY NORTH PARK ECONOMIC DEVELOPMENT AGREEMENT PROVIDING FINANCING COMMITMENTS AND APPROVALS FOR THE ECONOMIC DEVELOPMENT COMPONENT OF THE NORMAN UNIVERSITY NORTH PARK PROJECT** (the "Agreement") is made on or as of the 21 day of September, 2010, by and between **THE CITY OF NORMAN**, an Oklahoma municipal corporation (the "City"), the **NORMAN TAX INCREMENT FINANCE AUTHORITY**, an Oklahoma public trust (the "Authority"), **UNIVERSITY NORTH PARK, LLC**, an Oklahoma limited liability company ("UNP"), which is a wholly-owned subsidiary of the OU Foundation (as defined herein), **UNIVERSITY TOWN CENTER, LLC**, an Oklahoma limited liability company (the "Developer"), **NORMAN ECONOMIC DEVELOPMENT COALITION**, an Oklahoma not-for-profit corporation ("NEDC"), and **THE UNIVERSITY OF OKLAHOMA FOUNDATION, INC.**, an Oklahoma not-for-profit corporation (the "OU Foundation"), which are collectively herein referred to as "Parties."

**WITNESSETH:**

WHEREAS, the City, by Ordinance No. O-0506-66, adopted May 23, 2006, as amended by Ordinance No. O-0809-8, adopted August 26, 2008 (the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 851, *et seq.*, adopted and approved the Norman University North Park Project Plan, as amended (the "Project Plan") and the project therein described (the "Project"); and

WHEREAS, the Project supports achievement of the City's economic development and redevelopment objectives for the Project area, including reversal of urban stagnation, creation of a catalyst for expanding employment, attraction of major investment, preservation and enhancement of the tax base, and facilitation of investment, development and economic growth otherwise difficult, unlikely or impossible without the Project; and

WHEREAS, the City, as authorized in the Project Plan, has designated NEDC to undertake the financing for construction and development in support of the economic development activities and objectives of the Project; and

WHEREAS, the City, UNP, and the Developer have heretofore entered into the Master Agreement (as hereinafter defined), for the purpose of providing a framework for the development of University North Park (as hereinafter defined); and

WHEREAS, the Parties have heretofore entered into Development Agreement #4 (as hereinafter defined), for the purpose implementing certain of the economic development objectives of the Project in University North Park; and

WHEREAS, in accordance with the Project Plan, the Master Agreement, and Development Agreement #4, UNP has agreed to make available to the City acting through NEDC up to one hundred (100) acres in the northern half of the Increment District for economic development, with up to sixty (60) of those acres being offered for purchase at reduced acquisition cost, all in furtherance of attracting quality jobs and quality employers to the City as provided under the Local Development Act; and

WHEREAS, UNP and NEDC have entered into a separate Purchase and Sale Agreement (as hereinafter defined) that provides for the terms of the purchase of the Initial Economic Development Tract (as hereinafter defined) by NEDC from UNP, such tract constituting a portion of the sixty (60) acre Economic Development Tract (as hereinafter defined) described above; and

WHEREAS, accelerating the rate of development of the north half of the Project area to make available the Economic Development Tract for development by NEDC to attract or retain quality jobs in the City of Norman by bringing in new employers or retaining current employers who, due to expansion, may not be able to remain or expand in Norman, is consistent with the Project Plan and the Local Development Act; and

WHEREAS, in accordance with the provisions of the Project Plan, the City has authorized \$8,250,000 in Economic Development Project Costs (as hereinafter defined) to provide financing for the implementation of the quality economic development objectives of the Project; and

WHEREAS, pursuant to this Agreement, the Parties will undertake additional commitments to facilitate the implementation of the quality economic development objectives of the Project in University North Park; and

WHEREAS, it is appropriate, desirable, and in the public interest to approve this Agreement in order to enhance economic development in furtherance of the Project Plan.

NOW THEREFORE in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the others as follows:

## **ARTICLE I. NATURE OF THE AGREEMENT**

**SECTION 1.1. DEFINED TERMS.** In this Agreement, capitalized terms, words, and designations shall have the same meaning as defined in the TIF Ordinance, the Project Plan, and the Master Agreement. Some of those definitions and certain definitions applicable to this Agreement include the following:

**“Ad Valorem Tax Increment”** shall mean that portion of the incremental ad valorem tax revenue generated from the Economic Development Tract in the Increment District and available for Economic Development Project Costs pursuant to the Project Plan.

**“Authority”** shall mean the Norman Tax Increment Finance Authority, a public trust having the City as beneficiary thereof.

**“City”** shall mean The City of Norman, Oklahoma, an Oklahoma municipal corporation, acting by and through its City Council.

**“Developer”** shall mean University Town Center, LLC, an Oklahoma limited liability company.

**“Development Agreement”** shall mean one or more separate development agreements describing the specific terms on which each component of the Project will be implemented and financed.

**“Economic Development Project Costs”** shall mean those costs associated with economic development opportunities as described in Section IX A.4. of the Project Plan, including any principal, interest, and financing costs associated with the issuance of debt obligations.

**“Economic Development Sales Tax Factor”** shall mean (i) thirty percent (30%) (the estimated portion of payrolls spent on transactions subject to sales tax) times (ii) 2.5 (the economic impact factor), and the product of (i) and (ii) multiplied by (iii) thirty-five percent (35%) (which is deemed to be the projected effective benefit rate).

**“Economic Development Sales Tax Increment”** shall mean the product of (i) New Quality Jobs Payroll in the Increment District during the fiscal year and (ii) the Economic Development Sales Tax Factor, multiplied by (iii) the Non-Dedicated Sales Tax Rate.

**“Economic Development Tract”** shall mean that certain real property consisting of sixty (60) acres located in the portion of University North Park north of Rock Creek Road, acquired or to be acquired pursuant to the NEDC Development Agreement.

**“Increment District”** shall mean Increment District No. 2, City of Norman, created pursuant to the TIF Ordinance and the Local Development Act, generally comprised of the University North Park area.

**“Initial Economic Development Tract”** shall mean that certain real property consisting of thirty (30) acres that is a portion of the Economic Development Tract, acquired by NEDC pursuant to the Purchase and Sale Agreement and the NEDC Development Agreement.

**“Local Development Act”** shall mean the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended.

**“Master Agreement”** shall mean the Master Operating and Development Agreement dated as of August 22, 2006, and entered into by and among the City, UNP, and the Developer.

“**NEDC**” shall mean the Norman Economic Development Coalition, an Oklahoma not-for-profit corporation.

“**NEDC Development Agreement**” shall mean the terms of the document attached hereto as Exhibit A.

“**New Quality Jobs Payroll**” shall mean the aggregate payroll, for each fiscal year, for qualifying employment in the Increment District as determined by the City. The New Quality Jobs Payroll shall include all employment created within the Increment District meeting the requirements of Title 68 Oklahoma Statutes, Section 3601, *et seq.* (whether or not incentives are received from the State of Oklahoma), and such additional employment as determined by the City to qualify for purposes of the Project Plan.

“**Non-Dedicated Sales Tax Rate**” shall mean the aggregate total of three percent (3%) sales tax in effect as of the date of adoption of the TIF Ordinance and the Project Plan.

“**OU Foundation**” shall mean The University of Oklahoma Foundation, Inc., an Oklahoma not-for-profit corporation.

“**Parties**” shall mean the City, the Authority, the Developer, UNP, OU Foundation, and NEDC.

“**Project**” shall mean the design, financing, and construction of certain improvements, the use of certain Tax Increments, and all other activities contemplated by the Project Plan.

“**Project Area**” shall have the meaning set forth in the Project Plan.

“**Project Costs**” shall mean, generally, all costs authorized by the Project Plan, specifically including costs paid from the Ad Valorem Tax Increment, the Economic Development Sales Tax Increment, and/or the Retail Sales Tax Increment, as contemplated by the Project Plan and the Master Agreement, and including but not limited to the following (as the following terms are defined in the Master Agreement): Initial Project Activity Costs (which include Traffic and Roadway Improvements Project Costs), Legacy Park Project Costs, Conference Center and Cultural Facilities Project Costs, Lifestyle Center Project Costs, Economic Development Project Costs, and financing costs, including costs of issuance, necessary and appropriate reserves, and payment of principal and interest.

“**Project Plan**” shall mean the Norman University North Park Project Plan adopted and approved by the City on May 23, 2006, and amended August 26, 2008, pursuant to the TIF Ordinance and the Local Development Act.

“**PUD**” shall mean the Planned Unit Development adopted by the City on August 27, 2002, as amended, relating to University North Park.

“**Purchase and Sale Agreement**” shall mean the Amended and Restated Purchase and Sale Agreement, to be hereafter entered into, by and between UNP and NEDC for the Economic Development Tract.

**“Retail Sales Tax Increment”** shall mean the product of (i) transactions within the Increment District during the fiscal year subject to City sales tax multiplied by (ii) the Non-Dedicated Sales Tax Rate minus (iii) the Total Transfer Adjustments.

**“Tax Increment”** shall mean collectively the Retail Sales Tax Increment, the Economic Development Sales Tax Increment, and the Ad Valorem Increment.

**“TIF Note(s)”** shall mean the tax increment revenue note(s) issued to provide financing for Economic Development Project Costs as contemplated by Article V of this Agreement.

**“TIF Ordinance”** shall mean Ordinance No. O-0506-66 of the City adopted on May 23, 2006, as amended by Ordinance No. O-0809-8, adopted August 26, 2008, establishing the Increment District and adopting the Project Plan.

**“University”** shall mean the University of Oklahoma, a public body of the State of Oklahoma.

**“University North Park”** shall mean, generally, the area bordered by I-35 on the west, Tecumseh Road on the north, Max Westheimer Airpark on the east, and Robinson Street on the south, and comprising the Increment District.

**“University North Park Covenants and Restrictions”** shall mean that certain First Amended and Restated Declaration of Covenants and Restrictions dated March 10, 2006, duly recorded in the records of the Cleveland County Clerk at Book 4145, Page 213, and pertaining to University North Park, as said Declaration may be supplemented or amended from time to time as provided therein.

**“UNP”** shall mean University North Park, LLC, an Oklahoma limited liability company, which is a wholly-owned subsidiary of the OU Foundation.

**SECTION 1.2. PURPOSE AND SCOPE OF AGREEMENT.** The purpose of this Agreement is to implement the economic development provisions of the Project Plan, the Master Agreement, and Development Agreement #4 in order to provide and foster quality employment opportunities by attracting, expanding, and retaining enterprises deemed desirable to the future of Norman. This Agreement provides certain commitments to facilitate financing of Economic Development Project Costs in order to generate the economic impacts and benefits desired by the community and as provided in the Project Plan. This Agreement provides an effective implementation mechanism for individual economic development agreements with businesses locating in University North Park.

**SECTION 1.3. EFFECT.** This Agreement shall supersede those provisions of the Master Agreement and Development Agreement #4 relating to the economic development component of the Project and the Economic Development Project Costs. The Purchase and Sale Agreement relating to the Economic Development Tract shall serve to implement portions of this Agreement.

**ARTICLE II. OBLIGATIONS AND RESPONSIBILITIES OF NEDC**

**SECTION 2.1. ECONOMIC DEVELOPMENT PROJECT COMPONENTS.**

NEDC shall stimulate, coordinate, implement, and administer the economic development components of the Project. Guided by the provisions of the 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.

**SECTION 2.2. PURCHASE OF CERTAIN REAL PROPERTY.**

(a) NEDC or its designee has acquired or will acquire the Initial Economic Development Tract from UNP.

(b) NEDC shall pursue approval by the Norman Planning Commission and the Norman City Council of a Preliminary Plat and Final Plat for the Initial Economic Development Tract.

(c) NEDC shall endeavor to purchase the remaining thirty (30) acres of the Economic Development Tract from UNP, on the terms set forth in the Purchase and Sale Agreement, and otherwise consistent with the terms of this Agreement except in the event of a conflict between this Agreement and the Purchase and Sale Agreement.

(d) Upon acquisition by NEDC, NEDC shall pursue approval by the Norman Planning Commission and the Norman City Council of the remaining thirty (30) acres of the Economic Development Tract, and to the extent necessary or required by City subdivision regulations, agrees to join UNP in the plat application.

(e) NEDC shall endeavor to purchase an additional forty (40) acres of certain real property from UNP, located in the portion of University North Park north of Rock Creek Road and designated for economic development in accordance with the NEDC Development Agreement.

**SECTION 2.3. INFRASTRUCTURE DEVELOPMENT COSTS.** NEDC shall pay all infrastructure development costs associated with implementation of the economic development components of the Project serving the Initial Economic Development Tract and any other portions of University North Park purchased by NEDC, unless otherwise provided by agreement between UNP and NEDC or between other of the Parties.

**SECTION 2.4. SUPPLEMENTAL AGREEMENTS.** NEDC shall enter into supplemental economic development agreements with the parties involved herein and others as appropriate.

**SECTION 2.5. DEVELOPMENT OF ECONOMIC DEVELOPMENT TRACT.** NEDC shall develop the Economic Development Tract in accordance with the following provisions:

(a) NEDC shall enter into financing arrangements necessary or appropriate to perform its obligations and achieve the objectives of this Agreement. Subject to the approvals required by subsections (c) and (d) below, NEDC may utilize and pledge any and all portions of the TIF Note(s), Tax Increments, and authorized Economic Development Project Costs in support of such financing.

(b) NEDC shall enter into economic development agreements with respect to portions of the Economic Development Tract 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 sites in the Economic Development Tract 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 Project Plan. Each economic development agreement entered into by NEDC pursuant to this Agreement shall include provisions as may be reasonably required and as appropriate to protect the interest of the City and the Authority.

(c) Each economic development agreement entered into by NEDC pursuant to this Agreement shall be subject to reasonable concurrence by UNP. 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.

(d) 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.

**SECTION 2.6. REPORTING.** NEDC shall provide quarterly and annual reports to the Parties regarding the performance of its obligations pursuant to this Agreement.

### **ARTICLE III. OBLIGATIONS AND RESPONSIBILITIES OF UNP**

**SECTION 3.1. ECONOMIC DEVELOPMENT PROJECT COMPONENTS.** UNP reaffirms its commitment to assist in the development of the Economic Development Tract. Such assistance shall include entering into cooperative agreements to support the economic development activities of the Project consistent with the 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).

### **SECTION 3.2. SALE OF CERTAIN REAL PROPERTY.**

(a) UNP shall convey, from time to time, the Economic Development Tract to NEDC in accordance with the NEDC Development Agreement and the Purchase and Sale Agreement and any appropriate supplements thereto. In the event of any conflict between the terms of this Agreement and the Purchase and Sale Agreement with respect to the conveyance timing and

obligations of UNP or the development timing and obligations of NEDC, the Purchase and Sale Agreement shall control.

(b) UNP acknowledges the pursuit by NEDC of approval by the Norman Planning Commission and the Norman City Council of a Preliminary Plat and Final Plat for the Economic Development Tract, and to the extent necessary or required by City subdivision regulations, agrees to join in the plat application.

(c) UNP reaffirms its commitment (as stated in the Master Agreement, Development Agreement #4, and the NEDC Development Agreement) to sell an additional forty (40) acres of certain real property to NEDC as an addition to the Economic Development Tract.

**SECTION 3.3. SUPPLEMENTAL AGREEMENTS.** UNP 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).

**ARTICLE IV. OBLIGATIONS AND RESPONSIBILITIES  
OF THE CITY**

**SECTION 4.1. SUPPORT OF ECONOMIC DEVELOPMENT.**

(a) The City hereby authorizes implementation of the economic development component of the Project Plan.

(b) The City hereby authorizes the utilization and expenditure of the Economic Development Sales Tax Increment for Economic Development Project Costs.

(c) 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 provide additional matching funds for the economic development activities undertaken pursuant to this Agreement.

(d) The City and the Authority authorize and approve the use of certain Tax Increments, as described in subsection (g) below, to fund Economic Development Project Costs incurred by NEDC. The issuance of the notes to finance Economic Development Project Costs shall be subject to approval of the City and the Authority in accordance with applicable law. Notes may be secured by a pledge of the projected Tax Increment revenues.

(e) The City hereby authorizes the Authority (i) to incur debt and issue notes in the amount of \$8,250,000 in tax apportionment debt as authorized by the Project Plan to be repaid by the Authority with the Tax Increments detailed in subsection (g) below; and (ii) to incur other debt and issue notes in the amount of \$8,250,000 to be repaid by project revenues and state local government matching payments, if any, pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, *et seq.*

(f) The City hereby authorizes \$8,250,000 in assistance in development financing by the Authority to NEDC to be utilized to implement the economic development objectives of this Agreement and the Project Plan, subject to the approvals required by Section 2.5 of this Agreement.

(g) The Tax Increments available to pay Economic Development Project Costs shall consist of ten percent (10%) of the Retail Sales Tax Increment (it being understood that fifty percent (50%) is allocated to other Project Costs and forty percent (40%) is allocated to the City), the Ad Valorem Tax Increment generated by the Economic Development Tract, and one hundred percent (100%) of the Economic Development Sales Tax Increment. The City and/or the Authority shall retain the right to fund related economic development costs from any other available sources and may authorize the Authority's debt to be repaid from other sources in support of this Agreement.

**SECTION 4.2. IMPLEMENTATION.** 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.

**ARTICLE V. OBLIGATIONS AND RESPONSIBILITIES  
OF THE AUTHORITY**

**SECTION 5.1. SUPPORT OF ECONOMIC DEVELOPMENT.**

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

(b) The Authority shall account for, pledge, and pay to NEDC the Tax Increments available to pay Economic Development Project Costs consisting of ten percent (10%) of the Retail Sales Tax Increment (it being understood that fifty percent (50%) is allocated to other Project Costs and forty percent (40%) is allocated to the City), the Ad Valorem Tax Increment generated by the Economic Development Tract, and one hundred percent (100%) of the Economic Development Sales Tax Increment.

**SECTION 5.2. ISSUANCE OF TIF NOTE(S).** The Authority shall issue its TIF Note(s) to NEDC for payment of the Economic Development Project Costs to be incurred pursuant to this Agreement. The principal amount of the TIF Note(s) shall provide for payment of up to \$8,250,000 in economic development financing assistance to NEDC plus provisions for payment of interest, costs of issuance, and establishment of reasonably required reserves.

**SECTION 5.3. PARAMETERS OF TIF NOTE ISSUANCE.** In order to ensure that all components of the Project will be completed in a timely manner and to ensure that Tax Increments will be appropriately allocated to that end, the Parties hereby concur with and specifically agree to the following parameters that shall govern the issuance of the TIF Note:

(a) The TIF Note(s) shall be made available for Economic Development Project Costs to be incurred by NEDC subject to the approvals required by Section 2.5 of this Agreement.

(b) The TIF Note(s) will be issued as taxable indebtedness. The TIF Note(s) may be issued with or without compliance with applicable requirements for tax exempt status under the United States Internal Revenue Code.

(c) The TIF Note(s) shall be issued as a "Private Placement" to NEDC, which shall require NEDC to execute a written acceptance of its obligation to conduct an independent credit analysis.

**SECTION 5.4. ECONOMIC DEVELOPMENT APPROVALS BY THE AUTHORITY.** 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 2.5(d) of this Agreement.

**SECTION 5.5. IMPLEMENTATION.** The Manager and General Counsel/City Attorney of the Authority 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.

#### ARTICLE VI. LAND ACQUISITION

**SECTION 6.1. ACQUISITION OF PROPERTY BY NEDC.** NEDC shall acquire property for economic development purposes in accordance with the Purchase and Sale Agreement, subject to the provisions of this Agreement unless in conflict with the Purchase and Sale Agreement.

#### ARTICLE VII. GENERAL PROVISIONS

**SECTION 7.1. AUTHORITY PARTY TO CERTAIN CONSTRUCTION CONTRACTS.** With respect to public street and utility contracts for public improvements to be dedicated to the City, the Authority shall be made a party to such contracts for and within the Project.

**SECTION 7.2. COMPETITIVE BIDDING ACT.** To the extent required by law for construction of any streets and utilities to be dedicated to the City, any and all contracts or portions thereof made pursuant to this Agreement shall be made in compliance with the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. §101, *et seq.*, as amended, including but not limited to any applicable bonding requirements, except that competitive bidding shall not be required pursuant to the exemption provision of 61 O.S. §127.

**SECTION 7.3. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No official or employee of the Authority or the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of the Authority or the City shall be personally liable to any other Party or such Party's successor in interest, in the event of any default or breach by the City or the Authority or for any amount which becomes due to the Developer or its successors under this Agreement.

**SECTION 7.4. 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.

**SECTION 7.5. APPLICABLE LAW, SEVERABILITY AND ENTIRE AGREEMENT.** 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.

**SECTION 7.6. 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.

**SECTION 7.7. NO PARTNERSHIP CREATED 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.

**SECTION 7.8. TIME IS OF THE ESSENCE.** The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

**SECTION 7.9. FORMALITIES AND AUTHORITY.** The Parties hereto 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.

**SECTION 7.10. NOTICES AND DEMANDS.** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

**City:** The City of Norman  
P.O. Box 370  
Norman, OK 73070  
Attn: City Manager  
With Copy to: City Attorney

**Authority:** Norman Tax Increment Finance Authority  
P.O. Box 370  
Norman, OK 73070  
Attn: General Manager  
With Copy to: General Counsel

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

With copy to: McAfee & Taft  
10th Floor, Two Leadership Square  
Oklahoma City, OK 73102  
Attn: Frank Hill or Richard A. Riggs

**Developer:** University Town Center, LLC  
101 North Robinson, Suite 900  
Oklahoma City, OK 73102  
Attn: Stanton Nelson

With a copy to: McAfee & Taft  
10th Floor, Two Leadership Square  
Oklahoma City, OK 73102  
Attn: Frank Hill or Richard A. Riggs

**OU Foundation:** The University of Oklahoma Foundation, Inc.  
100 Timberdell Road  
Norman, OK 73019  
Attn: President

With copy to: McAfee & Taft  
10th Floor, Two Leadership Square  
Oklahoma City, OK 73102  
Attn: Frank Hill or Richard A. Riggs

**NEDC:** Norman Economic Development Coalition  
710 Asp Avenue, Suite 100  
Norman, OK 73069  
Attn: Executive Director

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 under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

**SECTION 7.11. 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.

**SECTION 7.12. 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.

**SECTION 7.13. 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 include, 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.

**SECTION 7.14. FURTHER ASSURANCES.** The Developer and the OU Foundation shall cooperate and support the implementation activities of NEDC in carrying out the provisions and achieving the objectives of this Agreement. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

**SECTION 7.15. 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.

**SECTION 7.16. CONFLICTS.** In case of any conflict between this Agreement and the Project Plan, the Project Plan shall govern. In case of any conflict between this Agreement and the Master Agreement and any previous Development Agreements, this Agreement shall control.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City, the Authority, UNP, NEDC, the Developer, and the OU Foundation 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: *Cindy Rosenthal*  
Name: Cindy Rosenthal  
Title: Mayor

By: *Brenda Hall*  
Name: Brenda Hall  
Title: City Clerk  
(SEAL)



**NORMAN TAX INCREMENT FINANCE AUTHORITY**

By: *Cindy Rosenthal*  
Name: Cindy Rosenthal  
Title: Chairperson

By: *Brenda Hall*  
Name: Brenda Hall  
Title: Secretary  
(SEAL)

Approved as to form and legality this 21 day of September, 2010.

*[Signature]*  
City Attorney/ General Counsel

**UNIVERSITY NORTH PARK, LLC**

By: *[Signature]*  
Name: *Guy Patton*  
Title: *Manager*

**UNIVERSITY TOWN CENTER, LLC**

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

**THE UNIV. OF OKLA. FOUNDATION, INC.**

By: *[Signature]*  
Name: *Guy Patton*  
Title: *President*

**NORMAN ECONOMIC DEVELOPMENT COALITION**

By: *[Signature]*  
Name: *DONALD M WOOD*  
Title: *Executive Director*

IN WITNESS WHEREOF, the City, the Authority, UNP, NEDC, the Developer, and the OU Foundation 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: *Cindy Rosenthal*  
Name: Cindy Rosenthal  
Title: Mayor

By: *Brenda Hall*  
Name: Brenda Hall  
Title: City Clerk  
(SEAL)



**NORMAN TAX INCREMENT FINANCE AUTHORITY**

By: *Cindy Rosenthal*  
Name: Cindy Rosenthal  
Title: Chairpersen

By: *Brenda Hall*  
Name: Brenda Hall  
Title: Secretary  
(SEAL)

Approved as to form and legality this 21 day of September, 2010.

*[Signature]*  
City Attorney/ General Counsel

**UNIVERSITY NORTH PARK, LLC**

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

**UNIVERSITY TOWN CENTER, LLC**

By: *[Signature]*  
Name: Stanley Nelson  
Title: manager

**THE UNIV. OF OKLA. FOUNDATION, INC.**

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

**NORMAN ECONOMIC DEVELOPMENT COALITION**

By: *[Signature]*  
Name: DONALD M WOOD  
Title: Executive Director

**EXHIBIT A****NEDC DEVELOPMENT AGREEMENT**

UNP has designated sixty (60) contiguous acres on the Master Plan which will be made available for the development of non-retail businesses recruited by the Norman Economic Development Coalition (the "NEDC"), the City and/or the University (the "Economic Development Tract"). The Economic Development Tract shall be located to the east of 24<sup>th</sup> Avenue and to the north of Rock Creek Road.

UNP agrees to sell or lease the Economic Development Tract to NEDC or its designees (a "User") pursuant to the following essential terms:

(a) The Economic Development Tract will be divided into several parcels, each of which is separately referred to as a "Development Parcel" and collectively as "Development Parcels". The Development Parcels will be depicted on the Master Plan.

(b) A User would have the option to purchase or lease a Development Parcel or any part thereof.

(c) The User would pay all closing costs and would be responsible for payment of all infrastructure costs necessary to make the Development Parcel usable. The User would be obligated to develop the Development Parcel within a reasonable period of time; and if the User fails to do so, UNP would have the right to reacquire the Development Parcel at User's cost (or terminate the ground lease, as applicable).

(d) The per square foot sale prices for each Development Parcel are as follows:

Year	Price
0-4	\$1.25
5-6	\$1.56
7-9	\$1.95
10-12	\$2.44

(e) Ground leases between UNP, as lessor, and the User, as lessee, would be for fifty (50) year primary terms with two (2) ten (10) year renewal options. The annual lease rate would be eight percent (8%) of the agreed value of the Development Parcel, which agreed value would increase by twenty percent (20%) every ten (10) years during the term of the lease.

(f) The per square foot agreed values of the Development Parcels for lease purposes are as follows:

Year	Value
0-4	\$0.75
5-6	\$0.94
7-9	\$1.17
10-12	\$1.46

(g) In the case of either sale or lease, the price or agreed value shall increase to the next level(s) to the extent that the Development Parcel(s) are not purchased or leased in their entirety within the applicable periods of time.

(h) The Development Parcels shall be subject to the PUD and the University North Park Covenants and Restrictions, as amended. In addition, UNP may require that additional restrictions be imposed on the Development Parcels to the extent reasonably necessary to maintain the quality of the Project.

(i) The term of the obligations of UNP and the City shall be for a period of twelve (12) years commencing on October 1, 2008, and shall terminate on September 30, 2020, unless sooner terminated as provided herein or extended in writing. Provided, however, this Agreement shall terminate and UNP shall be free to sell, lease, transfer or develop the then remaining Economic Development Tract without restriction or obligation to the City if at least fifty percent (50%) of the Economic Development Tract has not been purchased or leased by Users within six (6) years from the Closing Date. To the extent that all of the Economic Development Tract has not been purchased or leased by Users on or before the expiration of the twelve (12) year period, UNP shall be free to sell, lease, transfer or develop the remaining Economic Development Tract without restriction or obligation to the City.

(j) UNP is willing to make available in accordance with the Master Plan or in locations mutually acceptable to UNP and to the City (or its designee) up to an additional forty (40) acres for non-retail business development deemed appropriate and desirable by both the City and UNP, subject to mutually acceptable definitive agreements for such additional economic development activities. Among other things, such agreements may include offering reduced market prices to Users (less than or equal to those offered for other business development within the northern half of the Increment District) should the economic development activity proposed by the City appear likely to generate high quality jobs from non-retail business. The Parties understand that all or any part of the additional forty (40) acres is subject to prior sale or lease by UNP without prior notice to the City and that such property shall not be subject to a right of first refusal in favor of the City.