

**AGENDA**  
**Special Meeting and Public Hearing of**  
**The Trustees of Oklahoma Industries Authority (the “Authority”)**  
**Thursday, March 30, 2023 at 10:00 a.m.**  
**105 N. Hudson Avenue, Suite 101**  
**Oklahoma City, OK**

The following agenda items may include actions, approvals, disapprovals and voting as desired by the Trustees:

- 2359 Determination of Quorum and Call to Order.
- 2360 Introduction of New Trustee Christy Gillenwater.
- 2361 Consider and approve Minutes for Authority Meeting held on Thursday, December 15, 2022.
- 2362 Resolution electing and appointing officers of the Authority and authorizing its officers to act for and on behalf of the Authority.
- 2363 Consider and Receive Financial Statements for Oklahoma Industries Authority for the periods ending December 31, 2022.
- 2364 Consider and adopt Oklahoma Industries Authority Procurement and Purchasing Policies for Federally Funded Projects.
- 2365 Consider and approve Amendment No. 2 to the Economic Development Memorandum of Agreement between Oklahoma Industries Authority and the Oklahoma City Economic Development Trust Regarding the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.
- 2366 Consider and approve Real Estate Purchase Agreement between OIA and OKC577, LLC for Site E of the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.
- 2367 Consider and approve Real Estate Purchase Agreement between OIA and OKC577, LLC for Site I of the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.
- 2368 Consider and approve Real Estate Purchase Agreement between OIA and OKC577, LLC for Site H of the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.

- 2369 Consider and approve Resolution regarding the Authority making application to the State of Oklahoma SITES Programs for site preparation and infrastructure grant for the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.
- 2370 Consider and approve Resolution regarding Amendment of the Lease Agreement between the Authority and The Boeing Company for the lease of real property owned by the Authority and generally located at SE 59<sup>th</sup> Street and Air Depot Boulevard, Oklahoma City, Oklahoma.
- 2371 Consider and approve Resolution regarding the Authority's participation in the NW 10th Street Redevelopment Project for the redevelopment of the vacant real property located north of NW 10th Street between Virginia Avenue and Ellison Avenue in Oklahoma City, Oklahoma and making application for American Rescue Plan Act funding for the Project.
- 2372 Discussion regarding the possible sale of real property owned by the Authority and known as the Maintenance, Repair and Overhaul Technology Center (MROTC) located at 5708 S. Douglas Blvd., Oklahoma City, Oklahoma.
- 2373 Receive and discuss report of General Manager.
- 2374 Adjournment.

**MINUTES OF SPECIAL MEETING  
OF THE  
OKLAHOMA INDUSTRIES AUTHORITY  
THURSDAY, DECEMBER 15, 2022 - 10:00 A.M.  
105 N. HUDSON AVENUE, SUITE 101**

PRESENT: Clayton I. Bennett, Chairman  
Roy H. Williams  
Kirk Humphreys  
J.W. Mashburn  
Ronald J. Norick

ABSENT: None

ALSO: John Michael Williams and Amanda Carpenter, Williams, Box,  
Forshee & Bullard  
Kenton Tsoodle, Keith Kuhlman, Laurie Barton, and Shira Lucky,  
The Alliance for Economic Development of OKC  
Patrick Hollingsworth, HSPG & Associates  
Mark Beffort, Robinson Park  
Richard Tanenbaum, Gardner Tanenbaum  
Brett Price, Newmark Robinson Park  
Geri Harlan, The Alliance for Economic Development of OKC  
(via Teams Videoconference)

PRESIDING: Chairman, Clayton I. Bennett

The Trustees of Oklahoma Industries Authority (“Authority”) met in the Conference Room at 105 N. Hudson Avenue, Suite 101; Oklahoma City, Oklahoma pursuant to public notice thereof in writing, delivered to the County Clerk of Oklahoma County on December 6, 2022. The notice/agenda was posted on Tuesday, December 13, 2022 at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma.

2349 *The Chairman determined there was a quorum and called the meeting to order at 10:00 a.m.*

2350 *Consider and approve Minutes for meetings held on April 25, 2022.*

Mr. Williams moved the approval of the minutes, and upon second by Mr. Humphreys, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Minutes Approved*

- 2351 *Report and Receive Financial Statements and Report of Independent Certified Public Accountants, Oklahoma Industries Authority, Oklahoma County – June 30, 2022, prepared by HSPG & Associates, P.C.*

*Presentation of Audit:* Presentation made by Patrick Hollingsworth from HSPG & Associates.

Mr. Norick moved to accept the fiscal year audit, and upon second by Mr. Williams, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Motion Approved*

- 2352 *Approval of Engagement Letter with HSPG & Associates, P.C. for independent audit of the Authority for Fiscal Year ending June 30, 2023, and authorizing the Chair, a Vice-chair or the General Manager to finalize and execute same for and on behalf of the Authority, to include authorization to modify and amend the Engagement Letter to provide for additional services as may become necessary.*

Mr. Humphreys moved to approve Item 2352, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Motion Approved*

- 2353 *Consider and Receive Financial Statements for Oklahoma Industries Authority for the period ending September 30, 2022.*

**Discussion:** Ms. Harlan made presentation to the board on the Financial Statements for the periods ending September 30, 2022.

Mr. Humphreys moved to accept the financials, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Motion Approved*

2354 *Consider and approve Amendment No. 1 to the Economic Development Memorandum of Agreement between Oklahoma Industries Authority and the Oklahoma City Economic Development Trust regarding the property owned by the Authority at I-240 and Eastern Avenue in Oklahoma City known as the 577 Acres Property.*

Mr. Williams moved to approve Item 2354, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Amendment Approved*

2355 *Consider and approve a Resolution approving the Development Plan submitted by OKC 577, LLC for the development of the property owned by the Authority at I-240 and Eastern Avenue in Oklahoma City known as the 577 Acres Property; and approving and authorizing the execution of the Ground Lease.*

Mr. Norick moved to approve this Resolution, and upon second by Mr. Humphreys, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Resolution Approved*

2356 *Consider and approve a Resolution authorizing the General Manager to make application to Oklahoma Water Resources Board (OWRB) for American Rescue Plan Act grant funds in the amount of \$8,000,000 for Project OKC 577 – water and sewer main extensions; and authorizing the General Manager to execute a grant agreement and any additional documents associated with the OWRB Grant Process.*

Mr. Humphreys moved to approve this Resolution, and upon second by Mr. Williams, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Williams, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

*Resolution Approved*

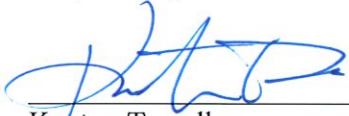
2357 *Receive and discuss report of General Manager, with related actions as desired by the Trustees*

**Discussion:** Mr. Tsoodle updated the Trustees on the I-240 & Eastern project, C-PACE program, and ARPA funds for relocation of water line at Tinker. Mr. Kuhlman gave an

update on the PEAK station request by OG&E at Tinker. John Michael Williams gave an update on the MROTC Project adjacent to Tinker.

2358 There being no further business to come before the Authority, the meeting was adjourned at 10:58 a.m. by the Chairman.

Respectfully submitted:



Kenton Tsoodle  
General Manager

Recorded by:



Shira Lucky  
Convening & Outreach Specialist

RESOLUTION

WHEREAS, the Trustees of Oklahoma Industries Authority desire to elect and appoint officers of Oklahoma Industries Authority (“Authority”) and to authorize its officers to act for and on behalf of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Trustees of Oklahoma Industries Authority that:

1. The following are hereby appointed and elected as officers of the Authority, to serve until their successors are duly elected and appointed:

- Clayton I. Bennett – Chair
- Kirk Humphreys – Vice-Chair
- J.W. Mashburn – Vice-Chair
- Ronald J. Norick – Vice-Chair
- Christy Gillenwater – Vice-Chair and Secretary
- Kenton Tsoodle – General Manager and Assistant Secretary
- John Michael Williams – General Counsel and Assistant Secretary

2. To facilitate operations of the Authority:

A. The Chair, the Vice-chairs in the absence of the Chair, and General Manager, or any one of them, are authorized to take actions for and on behalf of the Authority as necessary to conduct the operations and management of the Authority, including but not limited to (i) authorization of expenditure of Authority funds and approval of Authority contracts and agreements, (ii) designation, engagement and determination of compensation of persons and firms to conduct the affairs of the Authority, (iii) pursuit, advancement and implementation of economic development projects, and (iv) actions with respect to Authority banking relationships and services, including the determination of authorized banking signatories, all to be in accordance with best practices and laws applicable to Oklahoma public trusts; provided that such authorizations shall not be apply to those decisions and actions that the Authority Trustees reserve unto themselves.

B. The General Counsel is authorized to conduct the legal affairs of the Authority.

C. The Secretary and Assistant Secretaries are authorized to act on behalf of the Authority consistent with their offices.

ADOPTED AND EFFECTIVE March 30, 2023.

OKLAHOMA INDUSTRIES AUTHORITY

ATTEST

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary



Financial Statements  
of  
Oklahoma Industries Authority  
For the Period Ended December 31, 2022

Oklahoma Industries Authority  
Statement of Net Position  
December 31, 2022

**ASSETS AND DEFERRED OUTFLOWS OF RESOURCES**

**Assets**

**Current Assets**

Cash and Equivalents	\$	5,770,171	
Accounts Receivable		64,100	
Accrued Int. Receivable		1,364	
Prepaid Insurance		47,919	
Note Receivable - Progress OKC, net of allowance		-	
<b>Total Current Assets</b>		-	\$ 5,883,553

**Investments - Fixed Income**  
**Lease Receivable - MROTC**

1,946,535  
7,049,727

**Fixed Assets**

Property - 4725 SE 59th		160,820	
Thomas Estell Land		401,263	
MROTC - Land		697,000	
MROTC - Building & Tow-way		28,482,739	
SW 49th - Symes-FY21		303,630	
Boeing Land-FY15		1,362,845	
SE 44th - CLO-40A-FY21		830,741	
9400 SE 49th Delp-FY21		403,961	
Douglas East 44-59 FY21		2,450,000	
I-240/Eastern - CLO swap FY21		12,339,398	
Accumulated Depreciation		(8,612,374)	
<b>Total Fixed Assets</b>		(8,612,374)	38,820,024

**Total Assets**

53,699,839

**Deferred Outflows of Resources**

196,468

**Total Assets and Deferred Outflows of Resources**

\$ 53,896,307

**LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION**

**Liabilities**

Accounts Payable	\$	25,000	
Deferred Grant Revenue - Tinker		379,299	
Earnest Money Deposit		50,000	
Note Payable - MROTC		4,407,012	
<b>Total Liabilities</b>		4,407,012	\$ 4,861,311

**Deferred Inflows of Resources - MROTC**

6,998,993

**Net Position**

Beginning Balance		41,526,942	
Change in Net Position		509,062	
<b>Restricted Net Position</b>		509,062	12,339,398
<b>Unrestricted Net Position</b>		29,696,605	29,696,605

**Total Liabilities, Deferred Inflow of Resources, and Net Position**

\$ 53,896,307

Oklahoma Industries Authority  
Income Statement  
For the Three Months and Six Months Ending December 31, 2022

	Current Period		Year to Date	
<b>Revenues</b>				
Lease Revenue	\$ 8,000	1.00	\$ 22,750	1.47
Administrative Fees	-	0.00	10,828	0.70
Interest Income	31,214	3.90	47,786	3.09
Asset Change in Value	15,072	1.88	(10,720)	(0.69)
MROTC Revenue	684,076	85.43	1,375,752	89.01
Other Income	5,250	0.66	5,250	0.34
C-PACE Program Fees	57,100	7.13	93,910	6.08
<b>Total Revenues</b>	<u>800,712</u>	<u>100.00</u>	<u>1,545,556</u>	<u>100.00</u>
<b>Operating Expenses</b>				
Contract Services	77,500	9.68	152,500	9.87
Bank Trustee Fees - PF	-	0.00	1,250	0.08
Bank Fees	6	0.00	8	0.00
Legal Expense	14,059	1.76	27,447	1.78
Repair & Maintenance	-	0.00	1,250	0.08
Professional Services	75,048	9.37	91,338	5.91
Advertising	256	0.03	472	0.03
Insurance - PF	36,006	4.50	72,011	4.66
Office Expense - PF	125	0.02	311	0.02
Dues & Subscriptions	-	0.00	2,211	0.14
Depreciation Expense - MROTC	142,414	17.79	284,827	18.43
Interest Expense	45,601	5.70	95,767	6.20
MROTC Facility Expense	83,657	10.45	166,929	10.80
<b>Total Operating Expenses</b>	<u>474,671</u>	<u>59.28</u>	<u>896,321</u>	<u>57.99</u>
<b>Other Revenues/Expenses</b>				
Amortization of Deferred Outflows of Resources	58,245	7.27	116,173	7.52
Chamber of Commerce	12,000	1.50	24,000	1.55
<b>Total Other Revenues/Expenses</b>	<u>70,245</u>	<u>8.77</u>	<u>140,173</u>	<u>9.07</u>
<b>Change in Net Assets</b>	<u>\$ 255,796</u>	<u>31.95</u>	<u>\$ 509,062</u>	<u>32.94</u>

**Oklahoma Industries Authority  
General Ledger  
For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Cash - BOK Admin 7078	10/1/22	Beginning Balance			18,513.74
Cash - BOK Admin 7078	10/31/22	Service Charge		2.00	
Cash - BOK Admin 7078	11/17/22	Cox Communications, Inc.		62.78	
Cash - BOK Admin 7078	11/30/22	Service Charge		2.00	
Cash - BOK Admin 7078	12/30/22	Service Charge		2.00	
Cash - BOK Admin 7078		Change		68.78	-68.78
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>18,444.96</b>
Cash-BancFirst 8789	10/1/22	Beginning Balance			733,051.19
Cash-BancFirst 8789	10/29/22	BancFirst		154,427.13	
Cash-BancFirst 8789	11/7/22	72 ABW/CER	228,025.25		
Cash-BancFirst 8789	11/14/22	72 ABW/CER	228,025.25		
Cash-BancFirst 8789	11/29/22	BancFirst		154,427.13	
Cash-BancFirst 8789	12/9/22	72 ABW/CER	228,025.25		
Cash-BancFirst 8789	12/29/22	BancFirst		154,427.13	
Cash-BancFirst 8789		Change	684,075.75	463,281.39	220,794.36
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>953,845.55</b>
Principal Cash - Rev Fund 1017	10/1/22	Beginning Balance			-1,408,860.13
Principal Cash - Rev Fund 1017	10/3/22	The Alliance for Economic Dev.		25,000.00	
Principal Cash - Rev Fund 1017	10/3/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	10/11/22	Allied Universal Security Serv		7,365.16	
Principal Cash - Rev Fund 1017	10/17/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	10/17/22	HSPG & Associates, PC		10,000.00	
Principal Cash - Rev Fund 1017	10/19/22	Greenworks Lending LLC	250.00		
Principal Cash - Rev Fund 1017	10/24/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	10/24/22	Williams, Box, Forshee & Bulla		1,050.00	
Principal Cash - Rev Fund 1017	10/24/22	Williams, Box, Forshee & Bulla		270.00	
Principal Cash - Rev Fund 1017	10/24/22	Williams, Box, Forshee & Bulla		3,510.00	
Principal Cash - Rev Fund 1017	10/31/22	Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 1017	10/31/22	Nuveen Green Capital	29,728.31		
Principal Cash - Rev Fund 1017	10/31/22	Purchase/Sell BOK Cash Fund I 81-4051-01-7	27,304.73		
Principal Cash - Rev Fund 1017	11/2/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	11/2/22	Cox Communications, Inc.		61.85	
Principal Cash - Rev Fund 1017	11/2/22	CEC Corporation		40,555.00	
Principal Cash - Rev Fund 1017	11/3/22	US Treasury	496,857.64		
Principal Cash - Rev Fund 1017	11/8/22	Slipstream Group Inc.		23,982.65	
Principal Cash - Rev Fund 1017	11/8/22	The Alliance for Economic Dev.		25,000.00	
Principal Cash - Rev Fund 1017	11/8/22	Allied Universal Security Serv		7,110.04	

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Principal Cash - Rev Fund 1017	11/8/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	11/10/22	WI Treasury Bill		488,953.61	
Principal Cash - Rev Fund 1017	11/14/22	Williams, Box, Forshee & Bulla		5,449.00	
Principal Cash - Rev Fund 1017	11/14/22	Williams, Box, Forshee & Bulla		90.00	
Principal Cash - Rev Fund 1017	11/14/22	Williams, Box, Forshee & Bulla		1,650.00	
Principal Cash - Rev Fund 1017	11/14/22	Williams, Box, Forshee & Bulla		600.00	
Principal Cash - Rev Fund 1017	11/14/22	Williams, Box, Forshee & Bulla		1,440.00	
Principal Cash - Rev Fund 1017	11/22/22	Allied Universal Security Serv		6,890.73	
Principal Cash - Rev Fund 1017	11/28/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	11/28/22	Crawford & Associates, P.C.		510.00	
Principal Cash - Rev Fund 1017	11/30/22	Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 1017	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-01-7	117,987.07		
Principal Cash - Rev Fund 1017	12/7/22	The Alliance for Economic Dev.		25,000.00	
Principal Cash - Rev Fund 1017	12/7/22	Allied Universal Security Serv		7,029.00	
Principal Cash - Rev Fund 1017	12/13/22	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	12/19/22	Allied Universal Security Serv		6,884.95	
Principal Cash - Rev Fund 1017	12/19/22	Anglin Public Relations, Inc.		256.27	
Principal Cash - Rev Fund 1017	12/29/22	US Treasury	991,580.55		
Principal Cash - Rev Fund 1017	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-01-7		957,574.17	
Principal Cash - Rev Fund 1017		Change	1,667,708.30	1,694,609.71	-26,901.41
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-1,435,761.54</b>
Principal Cash - Summit Mach.	10/1/22	Beginning Balance			
Principal Cash - Summit Mach.	10/3/22	Purchase/Sell BOK Cash Fund I 81-4051-03-3		171.46	
Principal Cash - Summit Mach.	10/5/22	Transferto/from princ&income 81-4051-03-3	171.46		
Principal Cash - Summit Mach.	11/4/22	Transferto/from princ&income 81-4051-03-3	229.19		
Principal Cash - Summit Mach.	11/30/22	Bank of Hapoalim BM NY	250,000.00		
Principal Cash - Summit Mach.	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-03-3		250,481.24	
Principal Cash - Summit Mach.	12/1/22	US Treasury		244,312.50	
Principal Cash - Summit Mach.	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-03-3	244,018.21		
Principal Cash - Summit Mach.	12/31/22	Transferto/from princ&income 81-4051-03-3	546.34		
Principal Cash - Summit Mach.		Change	494,965.20	494,965.20	
Principal Cash-CARES Grants	10/1/22	Beginning Balance			-451.32
Principal Cash-CARES Grants	10/3/22	Record prin cash purchase/sale of BOK Short-Term Cash		31.09	
Principal Cash-CARES Grants	11/30/22	Record prin cash purchase/sale of BOK Short-Term Cash		41.56	
Principal Cash-CARES Grants	12/1/22	Record prin cash purchase/sale of BOK Short-Term Cash		49.06	
Principal Cash-CARES Grants		Change		121.71	-121.71
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-573.03</b>

**Oklahoma Industries Authority  
General Ledger  
For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Principal Cash - Sp Projects	10/1/22	Beginning Balance			
Principal Cash - Sp Projects	10/3/22	Record purchases/sales-prin cash and short-term cash		1.72	
Principal Cash - Sp Projects	10/5/22	Inc to Prin Transfer 10/05/22	1.72		
Principal Cash - Sp Projects	11/30/22	Record purchases/sales-prin cash and short-term cash		2.30	
Principal Cash - Sp Projects	11/30/22	Inc to Prin Transfer 11/04/22	2.30		
Principal Cash - Sp Projects	12/1/22	Record purchases/sales-prin cash and short-term cash		2.72	
Principal Cash - Sp Projects	12/5/22	Inc to Prin Transfer 12/05/22	2.72		
Principal Cash - Sp Projects		Change	6.74	6.74	
Income Cash - Revenue Fund	10/1/22	Beginning Balance			1,408,860.13
Income Cash - Revenue Fund	10/3/22	Interest to 9/30/22	2,395.24		
Income Cash - Revenue Fund	10/31/22	US Treasury	6,250.00		
Income Cash - Revenue Fund	11/1/22	Interest to 10/31/22	3,038.93		
Income Cash - Revenue Fund	11/3/22	US Treasury	3,142.36		
Income Cash - Revenue Fund	12/1/22	Interest to 11/30/22	3,655.43		
Income Cash - Revenue Fund	12/29/22	Int on maturity of US T-Bil CUSIP 3912796R27	8,419.45		
Income Cash - Revenue Fund		Change	26,901.41		26,901.41
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,435,761.54</b>
Income Cash - Summit Machine	10/1/22	Beginning Balance			
Income Cash - Summit Machine	10/3/22	Interest to 9/30/22	171.46		
Income Cash - Summit Machine	10/5/22	Transferto/from princ&income 81-4051-03-3		171.46	
Income Cash - Summit Machine	11/1/22	Interest to 10/31/22	229.19		
Income Cash - Summit Machine	11/4/22	Transferto/from princ&income 81-4051-03-3		229.19	
Income Cash - Summit Machine	11/30/22	Bank of Hapoalim BM NY	252.05		
Income Cash - Summit Machine	12/1/22	Interest to 11/30/22	294.29		
Income Cash - Summit Machine	12/31/22	Transferto/from princ&income 81-4051-03-3		546.34	
Income Cash - Summit Machine		Change	946.99	946.99	
Income Cash - CARES Grants	10/1/22	Beginning Balance			451.32
Income Cash - CARES Grants	10/3/22	Record Interest Income 10/22	31.09		
Income Cash - CARES Grants	11/1/22	Record Interest Income 10/22	41.56		
Income Cash - CARES Grants	12/1/22	Record Interest Income 12/22	49.06		
Income Cash - CARES Grants		Change	121.71		121.71
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>573.03</b>
Income Cash - Special Projects	10/1/22	Beginning Balance			
Income Cash - Special Projects	10/3/22	Interest to 9/30/22	1.72		
Income Cash - Special Projects	10/5/22	Inc to Prin Transfer 10/05/22		1.72	
Income Cash - Special Projects	11/1/22	Interest to 10/31/22	2.30		
Income Cash - Special Projects	11/30/22	Inc to Prin Transfer 11/04/22		2.30	

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Income Cash - Special Projects	12/1/22	Interest to 11/30/22	2.72		
Income Cash - Special Projects	12/5/22	Inc to Prin Transfer 12/05/22		2.72	
Income Cash - Special Projects		Change	6.74	6.74	
Short Term Cash - Summit Machi	10/1/22	Beginning Balance			99,994.97
Short Term Cash - Summit Machi	10/3/22	Purchase/Sell BOK Cash Fund I 81-4051-03-3	171.46		
Short Term Cash - Summit Machi	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-03-3	250,481.24		
Short Term Cash - Summit Machi	12/1/22	US Tbill#912796ZG7; Par \$250,000; Yld 4.6687; Mat 6/1/23	244,312.50		
Short Term Cash - Summit Machi	12/31/22	Adj market value of fixed income investments	1,035.00		
Short Term Cash - Summit Machi	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-03-3		244,018.21	
Short Term Cash - Summit Machi		Change	496,000.20	244,018.21	251,981.99
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>351,976.96</b>
Short Term Cash-CARES Grant	10/1/22	Beginning Balance			18,132.57
Short Term Cash-CARES Grant	10/3/22	Record prin cash purchase/sale of BOK Short-Term Cash	31.09		
Short Term Cash-CARES Grant	11/30/22	Record prin cash purchase/sale of BOK Short-Term Cash	41.56		
Short Term Cash-CARES Grant	12/1/22	Record prin cash purchase/sale of BOK Short-Term Cash	49.06		
Short Term Cash-CARES Grant		Change	121.71		121.71
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>18,254.28</b>
Short-Term Cash - Special Proj	10/1/22	Beginning Balance			1,003.89
Short-Term Cash - Special Proj	10/3/22	Record purchases/sales-prin cash and short-term cash	1.72		
Short-Term Cash - Special Proj	11/30/22	Record purchases/sales-prin cash and short-term cash	2.30		
Short-Term Cash - Special Proj	12/1/22	Record purchases/sales-prin cash and short-term cash	2.72		
Short-Term Cash - Special Proj		Change	6.74		6.74
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,010.63</b>
Fixed Income - Revenue Fund	10/1/22	Beginning Balance			1,454,040.00
Fixed Income - Revenue Fund	10/31/22	Adj market value of fixed income investments		2,650.00	
Fixed Income - Revenue Fund	11/30/22	Adj market value of fixed income investments	3,080.00		
Fixed Income - Revenue Fund	12/31/22	Adj market value of fixed income investments	2,400.00		
Fixed Income - Revenue Fund		Change	5,480.00	2,650.00	2,830.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,456,870.00</b>
Fixed Income - Summit Mac Prin	10/1/22	Beginning Balance			248,780.00
Fixed Income - Summit Mac Prin	10/31/22	Adj market value of fixed income investments	595.00		
Fixed Income - Summit Mac Prin	11/30/22	Bank of Hapoalim BM NY - Invoice: CUSIP 06251A2N9		250,000.00	
Fixed Income - Summit Mac Prin	11/30/22	Adj market value of fixed income investments	625.00		
Fixed Income - Summit Mac Prin		Change	1,220.00	250,000.00	-248,780.00
Short Term Cash - Revenue Fund	10/1/22	Beginning Balance			3,844,579.83
Short Term Cash - Revenue Fund	10/31/22	Purchase/Sell BOK Cash Fund I 81-4051-01-7		27,304.73	
Short Term Cash - Revenue Fund	10/31/22	Adj market value of short term cash investments	3,490.00		

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<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Short Term Cash - Revenue Fund	11/3/22	US Treasury - Invoice: T-Bill ID: 912796N96		496,857.64	
Short Term Cash - Revenue Fund	11/10/22	WI TBill: #912796ZE2; Par: \$500,000; Yld 4.5308; Mat: 5/11/23	488,953.61		
Short Term Cash - Revenue Fund	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-01-7		117,987.07	
Short Term Cash - Revenue Fund	11/30/22	Adj market value of short term cash investments	4,569.03		
Short Term Cash - Revenue Fund	12/29/22	US Treasury - Invoice: T-Bill ID: 912796R27		991,580.55	
Short Term Cash - Revenue Fund	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-01-7	957,574.17		
Short Term Cash - Revenue Fund	12/31/22	Adj market value of short term cash investments	295.55		
Short Term Cash - Revenue Fund		Change	1,454,882.36	1,633,729.99	-178,847.63
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>3,665,732.20</b>
Accrued Int. Receivable-PF	10/1/22	Beginning Balance			1,364.04
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,364.04</b>
Accounts Receivable	10/1/22	Beginning Balance			408,574.64
Accounts Receivable	10/1/22	Nuveen Green Capital	49,750.00		
Accounts Receivable	10/1/22	72 ABW/CER	228,025.25		
Accounts Receivable	10/24/22	OK Dept of Comm-OK Strat Plan Comm-award for a project TBD		244,846.33	
Accounts Receivable	10/24/22	Oklahoma Department of Commerc	244,846.33		
Accounts Receivable	10/24/22	OK Dept of Comm-OK Strat Plan Comm-award for a project TBD		134,000.00	
Accounts Receivable	10/24/22	Oklahoma Department of Commerc	134,453.00		
Accounts Receivable	10/31/22	Terry Brown	2,000.00		
Accounts Receivable	10/31/22	Nuveen Green Capital - Invoice: CP0001		29,728.31	
Accounts Receivable	11/1/22	72 ABW/CER	228,025.25		
Accounts Receivable	11/7/22	72 ABW/CER - Invoice: 1047		228,025.25	
Accounts Receivable	11/14/22	Oklahoma Department of Commerc - Invoice: 1050		134,453.00	
Accounts Receivable	11/14/22	Oklahoma Department of Commerc - Invoice: 1049		244,846.33	
Accounts Receivable	11/14/22	72 ABW/CER - Invoice: 1051		228,025.25	
Accounts Receivable	12/1/22	72 ABW/CER	228,025.25		
Accounts Receivable	12/7/22	Stephens & Johnson Operating C	5,000.00		
Accounts Receivable	12/9/22	72 ABW/CER - Invoice: 1054		228,025.25	
Accounts Receivable	12/15/22	Greenworks Lending LLC	7,350.00		
Accounts Receivable		Change	1,127,475.08	1,471,949.72	-344,474.64
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>64,100.00</b>
Prepaid Insurance	10/1/22	Beginning Balance			83,924.19
Prepaid Insurance	10/31/22	Expense monthly portion of pre-paid insurance		12,001.89	
Prepaid Insurance	11/30/22	Expense monthly portion of pre-paid insurance		12,001.89	
Prepaid Insurance	12/31/22	Expense monthly portion of pre-paid insurance		12,001.89	
Prepaid Insurance		Change		36,005.67	-36,005.67
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>47,918.52</b>



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Note Receivable - Progress OKC	10/1/22	Beginning Balance			176,985.51
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>176,985.51</b>
ALL-POKC NR	10/1/22	Beginning Balance			-176,985.51
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-176,985.51</b>
Lease Rec - MROTC	10/1/22	Beginning Balance			7,049,727.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>7,049,727.00</b>
Acumulated Depreciation - MROT	10/1/22	Beginning Balance			-8,469,960.66
Acumulated Depreciation - MROT	10/31/22	Record monthly depreciation-MROTC		47,471.23	
Acumulated Depreciation - MROT	11/30/22	Record monthly depreciation-MROTC		47,471.23	
Acumulated Depreciation - MROT	12/31/22	Record monthly depreciation-MROTC		47,471.23	
Acumulated Depreciation - MROT		Change		142,413.69	-142,413.69
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-8,612,374.35</b>
Property - 4725 SE 59th, Ledet	10/1/22	Beginning Balance			160,820.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>160,820.00</b>
Thomas Estell Land	10/1/22	Beginning Balance			401,263.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>401,263.00</b>
MROTC - Land	10/1/22	Beginning Balance			697,000.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>697,000.00</b>
MROTC - Building & Tow-way	10/1/22	Beginning Balance			28,482,739.31
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>28,482,739.31</b>
SE 49th-Symes-FY21	10/1/22	Beginning Balance			303,629.77
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>303,629.77</b>
Boeing Land-FY15	10/1/22	Beginning Balance			1,362,845.36
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,362,845.36</b>
SE 44th-CLO-40A-FY21	10/1/22	Beginning Balance			830,741.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>830,741.00</b>
9400 SE 49th Delp-FY21	10/1/22	Beginning Balance			403,961.22
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>403,961.22</b>
Douglas East 44-59 FY21	10/1/22	Beginning Balance			2,450,000.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>2,450,000.00</b>
I-240/Eastern-CLO swap FY21	10/1/22	Beginning Balance			12,339,398.37
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>12,339,398.37</b>
Principal Cash - Appropriated	10/1/22	Beginning Balance			-154,488.83
Principal Cash - Appropriated	10/31/22	Purchase/Sell BOK Cash Fund I 81-4051-02-5		666.71	
Principal Cash - Appropriated	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-02-5		875.62	
Principal Cash - Appropriated	12/13/22	Oklahoma City Chamber of Comme		12,000.00	
Principal Cash - Appropriated	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-02-5	10,966.43		

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Principal Cash - Appropriated		Change	10,966.43	13,542.33	-2,575.90
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-157,064.73</b>
Income Cash - Appropriated Fd	10/1/22	Beginning Balance			154,488.83
Income Cash - Appropriated Fd	10/3/22	Interest to 9/30/22	666.71		
Income Cash - Appropriated Fd	11/1/22	Interest to 10/31/22	875.62		
Income Cash - Appropriated Fd	12/1/22	Interest to 11/30/22	1,033.57		
Income Cash - Appropriated Fd		Change	2,575.90		2,575.90
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>157,064.73</b>
Princ Cash Tinker Project Fund	10/1/22	Beginning Balance			-13,936.09
Princ Cash Tinker Project Fund	10/3/22	Purchase/Sell BOK Cash Fund I 81-4051-06-6		14.33	
Princ Cash Tinker Project Fund	11/14/22	Oklahoma Department of Commerec	379,299.33		
Princ Cash Tinker Project Fund	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-06-6		379,318.48	
Princ Cash Tinker Project Fund	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-06-6		628.19	
Princ Cash Tinker Project Fund		Change	379,299.33	379,961.00	-661.67
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-14,597.76</b>
Income Cash - Tinker Proj Fund	10/1/22	Beginning Balance			13,936.09
Income Cash - Tinker Proj Fund	10/3/22	Interest to 9/30/22	14.33		
Income Cash - Tinker Proj Fund	11/1/22	Interest to 10/31/22	19.15		
Income Cash - Tinker Proj Fund	12/1/22	Interest to 11/30/22	628.19		
Income Cash - Tinker Proj Fund		Change	661.67		661.67
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>14,597.76</b>
Shttrm Cash Tinker Project Fd	10/1/22	Beginning Balance			8,352.66
Shttrm Cash Tinker Project Fd	10/3/22	Purchase/Sell BOK Cash Fund I 81-4051-06-6	14.33		
Shttrm Cash Tinker Project Fd	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-06-6	379,318.48		
Shttrm Cash Tinker Project Fd	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-06-6	628.19		
Shttrm Cash Tinker Project Fd		Change	379,961.00		379,961.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>388,313.66</b>
Short Term Cash Spec. Res. AF	10/1/22	Beginning Balance			382,016.52
Short Term Cash Spec. Res. AF	10/31/22	Purchase/Sell BOK Cash Fund I 81-4051-02-5	666.71		
Short Term Cash Spec. Res. AF	11/30/22	Purchase/Sell BOK Cash Fund I 81-4051-02-5	875.62		
Short Term Cash Spec. Res. AF	12/31/22	Purchase/Sell BOK Cash Fund I 81-4051-02-5		10,966.43	
Short Term Cash Spec. Res. AF		Change	1,542.33	10,966.43	-9,424.10
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>372,592.42</b>
Fixed Inc-Special Reserve FdAF	10/1/22	Beginning Balance			488,032.50
Fixed Inc-Special Reserve FdAF	11/30/22	Adjust market value of fixed income investments 81-4051-02-5		1,112.50	
Fixed Inc-Special Reserve FdAF	12/31/22	Adjust market value of fixed income investments 81-4051-02-5	2,745.00		
Fixed Inc-Special Reserve FdAF		Change	2,745.00	1,112.50	1,632.50

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<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>489,665.00</b>
Deferred Outflow of Res-MROTC	10/1/22	Beginning Balance			254,713.80
Deferred Outflow of Res-MROTC	10/31/22	Amortize deferred outflows related to MROTC refinancing 6/20		19,379.72	
Deferred Outflow of Res-MROTC	11/30/22	Amortize deferred outflows related to MROTC refinancing 6/20		19,415.09	
Deferred Outflow of Res-MROTC	12/31/22	Amortize deferred outflows related to MROTC refinancing 6/20		19,450.52	
Deferred Outflow of Res-MROTC		Change		58,245.33	-58,245.33
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>196,468.47</b>
Accounts Payable	10/1/22	Beginning Balance			-22,500.00
Accounts Payable	12/31/22	Adj accrual-Alliance Mgt Fee 12/31/22		2,500.00	
Accounts Payable		Change		2,500.00	-2,500.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-25,000.00</b>
Earnest Money Deposit	10/1/22	Beginning Balance			-50,000.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-50,000.00</b>
Unearned Rent	10/1/22	Beginning Balance			-2,000.00
Unearned Rent	10/1/22	Ledet's Welding	2,000.00		
Unearned Rent	10/31/22	Ledet's Welding - Invoice: 1046		2,000.00	
Unearned Rent	11/1/22	Ledet's Welding	2,000.00		
Unearned Rent	11/30/22	Ledet's Welding - Invoice: 1048		2,000.00	
Unearned Rent	12/1/22	Ledet's Welding	2,000.00		
Unearned Rent		Change	6,000.00	4,000.00	2,000.00
N/P BancFirst - current	10/1/22	Beginning Balance			-1,678,445.42
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-1,678,445.42</b>
N/P BancFirst-2900	10/1/22	Beginning Balance			-3,146,246.49
N/P BancFirst-2900	10/29/22	BancFirst - N/P BancFirst-2900	138,948.02		
N/P BancFirst-2900	11/29/22	BancFirst - N/P BancFirst-2900	138,892.71		
N/P BancFirst-2900	12/29/22	BancFirst - N/P BancFirst-2900	139,839.42		
N/P BancFirst-2900		Change	417,680.15		417,680.15
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-2,728,566.34</b>
Deferred Grant Rev. - Tinker	10/1/22	Beginning Balance			-378,846.33
Deferred Grant Rev. - Tinker	10/24/22	OK Dept of Comm-PO #1609016883 dated 10/12/22		453.00	
Deferred Grant Rev. - Tinker		Change		453.00	-453.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-379,299.33</b>
Def Inflow of Res - MROTC	10/1/22	Beginning Balance			-6,998,993.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-6,998,993.00</b>
Project Fund - Begin Balance	10/1/22	Beginning Balance			-41,526,941.54
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-41,526,941.54</b>
Lease Payment	10/1/22	Beginning Balance			-14,750.00

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Lease Payment	10/1/22	Ledet's Welding - Lease 725 SE 59th Street; 10/10/22 to 11/10/22		2,000.00	
Lease Payment	10/31/22	Terry Brown-Signboard Lease I-240 & Eastern (8/1/22 - 7/31/23)		2,000.00	
Lease Payment	11/1/22	Ledet's Welding - Lease 725 SE 59th Street: 11/10/22 to 12/10/22		2,000.00	
Lease Payment	12/1/22	Ledet's Welding - Lease 725 SE 59th Street: 12/10/22 to 01/10/23		2,000.00	
Lease Payment		Change		8,000.00	-8,000.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-22,750.00</b>
Admin. Rentals - 1/8 of 1%	10/1/22	Beginning Balance			-10,828.13
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-10,828.13</b>
Other Income	10/1/22	Beginning Balance			
Other Income	10/19/22	Greenworks Lending LLC - C-PACE App Fee: 621 W. Main ST		250.00	
Other Income	12/7/22	Stephens & Johnson Oper-Add'l surface damage I-240/Eastern		5,000.00	
Other Income		Change		5,250.00	-5,250.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-5,250.00</b>
Interest Income - PF	10/1/22	Beginning Balance			-16,571.54
Interest Income - PF	10/3/22	Interest to 9/30/22		2,395.24	
Interest Income - PF	10/3/22	Interest to 9/30/22		666.71	
Interest Income - PF	10/3/22	Interest to 9/30/22		171.46	
Interest Income - PF	10/3/22	Interest to 9/30/22		14.33	
Interest Income - PF	10/3/22	Interest to 9/30/22		1.72	
Interest Income - PF	10/3/22	Record Interest Income 10/22		31.09	
Interest Income - PF	10/31/22	US Treasury - Int US Treas Sec 91282CEK3 4/30/22-10/31/22		6,250.00	
Interest Income - PF	11/1/22	Interest to 10/31/22		3,038.93	
Interest Income - PF	11/1/22	Interest to 10/31/22		875.62	
Interest Income - PF	11/1/22	Interest to 10/31/22		229.19	
Interest Income - PF	11/1/22	Interest to 10/31/22		19.15	
Interest Income - PF	11/1/22	Interest to 10/31/22		2.30	
Interest Income - PF	11/1/22	Record Interest Income 10/22		41.56	
Interest Income - PF	11/3/22	US Treasury - Int on Maturity US T-Bill 912796N96		3,142.36	
Interest Income - PF	11/30/22	Bank of Hapoalim CD 250,000 @ 0.2% due 11/30/22 int to 11/30/22		252.05	
Interest Income - PF	12/1/22	Interest to 11/30/22		3,655.43	
Interest Income - PF	12/1/22	Interest to 11/30/22		1,033.57	
Interest Income - PF	12/1/22	Interest to 11/30/22		294.29	
Interest Income - PF	12/1/22	Interest to 11/30/22		628.19	
Interest Income - PF	12/1/22	Interest to 11/30/22		2.72	
Interest Income - PF	12/1/22	Record Interest Income 12/22		49.06	
Interest Income - PF	12/29/22	Int on maturity of US T-Bil CUSIP 3912796R27		8,419.45	
Interest Income - PF		Change		31,214.42	-31,214.42

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	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-47,785.96</b>
Asset Change in Value	10/1/22	Beginning Balance			25,792.50
Asset Change in Value	10/31/22	Adjust market value of fixed income investments 81-4051-01-7		840.00	
Asset Change in Value	10/31/22	Adjust market value of fixed income investments 81-4051-03-3		595.00	
Asset Change in Value	11/30/22	Adjust market value of fixed income investments 81-4051-01-7		7,649.03	
Asset Change in Value	11/30/22	Adjust market value of fixed income investments 81-4051-02-5	1,112.50		
Asset Change in Value	11/30/22	Adjust market value of fixed income investments 81-4051-03-3		625.00	
Asset Change in Value	12/31/22	Adjust market value of fixed income investments 81-4051-01-7		2,695.55	
Asset Change in Value	12/31/22	Adjust market value of fixed income investments 81-4051-02-5		2,745.00	
Asset Change in Value	12/31/22	Adjust market value of fixed income investments 81-4051-03-3		1,035.00	
Asset Change in Value		Change	1,112.50	16,184.58	-15,072.08
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>10,720.42</b>
MROTC Revenue	10/1/22	Beginning Balance			-691,676.59
MROTC Revenue	10/1/22	72 ABW/CER - Security Services (1-31, October, 2022)		30,000.00	
MROTC Revenue	10/1/22	72 ABW/CER - Monthly Rent (1-31, October, 2022)		198,025.25	
MROTC Revenue	11/1/22	72 ABW/CER - Security Services (1-30, November, 2022)		30,000.00	
MROTC Revenue	11/1/22	72 ABW/CER - Monthly Rent (1-30, November, 2022)		198,025.25	
MROTC Revenue	12/1/22	72 ABW/CER - Monthly Rent (1-31, December 2022)		198,025.25	
MROTC Revenue	12/1/22	72 ABW/CER - Security Services (1-31, December, 2022)		30,000.00	
MROTC Revenue		Change		684,075.75	-684,075.75
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-1,375,752.34</b>
C-PACE Program Fees	10/1/22	Beginning Balance			-36,809.56
C-PACE Program Fees	10/1/22	Nuveen Green Capital - C-PACE Fee - 1 NW 6th ST/Nova OKC		49,750.00	
C-PACE Program Fees	12/15/22	Greenworks Lending LLC - C-Pace Fee - 621 W. Main ST		7,350.00	
C-PACE Program Fees		Change		57,100.00	-57,100.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>-93,909.56</b>
Contract Services	10/1/22	Beginning Balance			75,000.00
Contract Services	10/3/22	The Alliance for Economic Dev. - Contract Services	25,000.00		
Contract Services	11/8/22	The Alliance for Economic Dev. - Contract Services	25,000.00		
Contract Services	12/7/22	The Alliance for Economic Dev. - Contract Services	25,000.00		
Contract Services	12/31/22	Adj accrual-Alliance Mgt Fee 12/31/22	2,500.00		
Contract Services		Change	77,500.00		77,500.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>152,500.00</b>
Bank Trustee Fees - PF	10/1/22	Beginning Balance			1,250.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,250.00</b>
Bank Fees	10/1/22	Beginning Balance			2.00
Bank Fees	10/31/22	Service Charge	2.00		

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Bank Fees	11/30/22	Service Charge	2.00		
Bank Fees	12/30/22	Service Charge	2.00		
Bank Fees		Change	6.00		6.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>8.00</b>
Legal Expenses	10/1/22	Beginning Balance			13,387.50
Legal Expenses	10/24/22	Williams, Box, Forshee & Bulla - Legal Expenses	1,050.00		
Legal Expenses	10/24/22	Williams, Box, Forshee & Bulla - Legal Expenses	270.00		
Legal Expenses	10/24/22	Williams, Box, Forshee & Bulla - Legal Expenses	3,510.00		
Legal Expenses	11/14/22	Williams, Box, Forshee & Bulla - Legal Expenses	5,449.00		
Legal Expenses	11/14/22	Williams, Box, Forshee & Bulla - Legal Expenses	90.00		
Legal Expenses	11/14/22	Williams, Box, Forshee & Bulla - Legal Expenses	1,650.00		
Legal Expenses	11/14/22	Williams, Box, Forshee & Bulla - Legal Expenses	600.00		
Legal Expenses	11/14/22	Williams, Box, Forshee & Bulla - Legal Expenses	1,440.00		
Legal Expenses		Change	14,059.00		14,059.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>27,446.50</b>
Repair & Maintenance - PF	10/1/22	Beginning Balance			1,250.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>1,250.00</b>
Prof. Svcs-AE, Acct	10/1/22	Beginning Balance			5,865.00
Prof. Svcs-AE, Acct	11/2/22	CEC Corporation - Prof. Svcs-AE, Acct	40,555.00		
Prof. Svcs-AE, Acct	11/8/22	Slipstream Group Inc. - Prof. Svcs-AE, Acct	23,982.65		
Prof. Svcs-AE, Acct		Change	64,537.65		64,537.65
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>70,402.65</b>
Prof Svcs - Audit - PF	10/1/22	Beginning Balance			10,425.00
Prof Svcs - Audit - PF	10/17/22	HSPG & Associates, PC - Prof Svcs - Audit - PF	10,000.00		
Prof Svcs - Audit - PF	11/28/22	Crawford & Associates, P.C. - Prof Svcs - Audit - PF	510.00		
Prof Svcs - Audit - PF		Change	10,510.00		10,510.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>20,935.00</b>
Advertising	10/1/22	Beginning Balance			216.00
Advertising	12/19/22	Anglin Public Relations, Inc. - Advertising	256.27		
Advertising		Change	256.27		256.27
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>472.27</b>
Insurance - PF	10/1/22	Beginning Balance			36,005.67
Insurance - PF	10/31/22	Expense monthly portion of pre-paid insurance	12,001.89		
Insurance - PF	11/30/22	Expense monthly portion of pre-paid insurance	12,001.89		
Insurance - PF	12/31/22	Expense monthly portion of pre-paid insurance	12,001.89		
Insurance - PF		Change	36,005.67		36,005.67
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>72,011.34</b>

**Oklahoma Industries Authority  
General Ledger  
For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Office Expense - PF	10/1/22	Beginning Balance			186.60
Office Expense - PF	11/2/22	Cox Communications, Inc. - Office Expense - PF	61.85		
Office Expense - PF	11/17/22	Cox Communications, Inc. - Office Expense - PF	62.78		
Office Expense - PF		Change	124.63		124.63
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>311.23</b>
Dues & Subscriptions	10/1/22	Beginning Balance			2,211.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>2,211.00</b>
Depreciation Expense - MROTC	10/1/22	Beginning Balance			142,413.69
Depreciation Expense - MROTC	10/31/22	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC	11/30/22	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC	12/31/22	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC		Change	142,413.69		142,413.69
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>284,827.38</b>
Interest Expense	10/1/22	Beginning Balance			50,165.44
Interest Expense	10/29/22	BancFirst - Interest Expense	15,479.11		
Interest Expense	11/29/22	BancFirst - Interest Expense	15,534.42		
Interest Expense	12/29/22	BancFirst - Interest Expense	14,587.71		
Interest Expense		Change	45,601.24		45,601.24
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>95,766.68</b>
MROTC Facility Expense	10/1/22	Beginning Balance			83,271.71
MROTC Facility Expense	10/3/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	10/11/22	Allied Universal Security Serv - MROTC Facility Expense	7,365.16		
MROTC Facility Expense	10/17/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	10/24/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	11/2/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	11/8/22	Allied Universal Security Serv - MROTC Facility Expense	7,110.04		
MROTC Facility Expense	11/8/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	11/22/22	Allied Universal Security Serv - MROTC Facility Expense	6,890.73		
MROTC Facility Expense	11/28/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	12/7/22	Allied Universal Security Serv - MROTC Facility Expense	7,029.00		
MROTC Facility Expense	12/13/22	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	12/19/22	Allied Universal Security Serv - MROTC Facility Expense	6,884.95		
MROTC Facility Expense		Change	83,657.16		83,657.16
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>166,928.87</b>
Amort of Def Outflow-MROTC	10/1/22	Beginning Balance			57,927.58
Amort of Def Outflow-MROTC	10/31/22	Amortize deferred outflows related to MROTC refinancing 6/20	19,379.72		
Amort of Def Outflow-MROTC	11/30/22	Amortize deferred outflows related to MROTC refinancing 6/20	19,415.09		

**Oklahoma Industries Authority  
General Ledger  
For the Period From Oct 1, 2022 to Dec 31, 2022**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Amort of Def Outflow-MROTC	12/31/22	Amortize deferred outflows related to MROTC refinancing 6/20	19,450.52		
Amort of Def Outflow-MROTC		Change	58,245.33		58,245.33
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>116,172.91</b>
Dist-benefit other gov. - Cham	10/1/22	Beginning Balance			12,000.00
Dist-benefit other gov. - Cham	12/13/22	Oklahoma City Chamber of Commerce	12,000.00		
Dist-benefit other gov. - Cham		Change	12,000.00		12,000.00
	<b>12/31/22</b>	<b>Ending Balance</b>			<b>24,000.00</b>



## OKLAHOMA INDUSTRIES AUTHORITY PROCUREMENT POLICIES AND PROCEDURES

### I. INTRODUCTION

- A. General Applicability. These Procurement Policies and Procedures (“Policies”) are established for the Oklahoma City Industries Authority (“Authority”) to prescribe appropriate procedures and to assure compliance with applicable law and regulations related to purchases of goods (i.e., materials, supplies, equipment), contracts for services, and contracts for professional services for federally funded projects. The intent of the Policies is to assure that all purchases are handled fairly and in a manner that encourages full and open competition. The Authority intends to seek competitive offers to obtain the best possible quality at the best possible price. Notwithstanding any authorizations contained in these Policies, procurement actions are subject to applicable provisions of State law, requirements imposed by funding sources, and conditions contained in relevant agreements of the Authority. The rules described in these Policies attempt to provide for uniformity in procurement procedure using the most restrictive applicable provision of federal, state, or local law/policy for the type of purchase or procurement sought. It is advisable to consult all relevant agreements or other documents that may place additional restrictive obligations on the Authority’s procurement practices.
- B. Exclusions. These Policies shall not apply to the following activities carried out by the Authority:
- Payment and procedures for the acquisition of real property;<sup>1</sup>
  - Payment of relocation expenses, which are governed by other provisions of federal and state law;
  - Payment of assistance in development financing pursuant to the Article 10, Section 6C of the Oklahoma Constitution and the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*, including but not limited to that provided for the development of public facilities;
  - Disposition of real property and interests therein (*i.e.*, easements, rights of way, etc.); and
  - Responsibilities and obligations pursuant to an approved redevelopment agreement.

### II. RULES APPLICABLE TO PURCHASES OF GOODS AND SERVICES USING FEDERAL FUNDS

In the expenditure of funds provided by any agency of the United States Government or funds used for any project pursuant to an agreement or grant between the Authority and any agency of the United States Government, the Authority must comply with all applicable federal laws and regulations, in addition to the specific provisions of grant agreements or contract awards entered into by the Authority relative to that funding source. For the purchase of goods or services using such funds, the Authority shall follow the federal regulations governing procurement detailed in 2 C.F.R. §§ 200.317–200.326. Please note that these procedures are not the least restrictive regulations for certain types of services—for purchases of goods or services that qualify as “public construction contracts,” the Authority is required to follow the more restrictive provisions of the Oklahoma Public Competitive Bidding Act of 1974 (*see* Section III *below*). When the procurement

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<sup>1</sup> Note: these Policies *will* still apply to the goods and services used to help the Authority actually acquire real property, provide for relocation expenses, and dispose of property. This provision is meant to exclude the property being purchased, the actual relocation expenses provided to displaced persons, and disposition itself. All of these activities, unlike the services used to assist in completing them, are not procured and are governed by other provisions of federal, state, and local law.

is being funded by Community Development Block Grant (“CDBG”) funds, provided to the Authority as a subrecipient of the City of Oklahoma City (“City”), the Authority must comply with the CDBG Operating Agreement entered into with the City, including Schedule D of such Operating Agreement, providing the City’s policy statements for expenditure and administration of the CDBG funds. Additionally, the Procurement Checklist attached to these Policies must be utilized for all Federal procurement, regardless of method of procurement, unless the source of federal funds does not require compliance with Uniform Guidance Federal procurement regulations found in 2 C.F.R. §§ 200.317–200.325.

A. Methods of Procurement.

1. *Micro Purchases.*<sup>2</sup> This procurement method should only be utilized when the costs of the good or service procured through this method totals no more than the federal Micro-purchase Threshold.<sup>3</sup> If such is the case, the Authority may purchase without soliciting competitive quotes if the Authority determines the price to be reasonable. In general, use of the Small Purchases procurement method described in Section II.A.2 is preferable.
2. *Small Purchases.*<sup>4</sup> For goods or services totaling not more than the federal Simplified Acquisition Threshold,<sup>5</sup> the Authority shall send a request for quotes to potential vendors with a detailed description of the goods or services needed. Quotes must include pricing information that allows the Authority to compare costs across bidders and ensure cost reasonableness. Staff shall obtain a minimum of three quotes and record on a quote sheet. If obtaining three quotes is not feasible, the reasons for the infeasibility should be noted on the quote sheet. The vendor providing the lowest responsive and responsible quote shall be selected by the Authority. In the event that a higher bidder is more responsive and responsible than the lowest bidder, or if for any reason the preferred quote is not the lowest quote, the rationale for selecting another bidder must be documented and justified in the quote file.
3. *Sealed Bids/Formal Advertising.*<sup>6</sup> For goods or services totaling more than the Simplified Acquisition Threshold, the Authority shall publicly solicit bids. The invitation for bids must:
  - a. be solicited from an adequate number of known suppliers;
  - b. provide sufficient response time prior to the date set for the opening of the bids;
  - c. be publicly advertised;
  - d. define the items or services in order for bidders to properly respond; and
  - e. state the time and place for the bids to be publicly opened.The bids must be publicly opened. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Any or all bids may be rejected if there is a sound reason determined by the Authority.
4. *Competitive Proposals.*<sup>7</sup> For goods or services totaling more than the Simplified Acquisition Threshold and for which sealed bids may not be appropriate, the Authority

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<sup>2</sup> 2 C.F.R. § 200.320(a).

<sup>3</sup> The “Micro-purchase Threshold” is defined at 2 C.F.R. § 200.67 and 48 C.F.R. § 2.101, and is adjusted periodically. As of September 1, 2019, the Micro-purchase Threshold was \$10,000 [See National Defense Authorization Act for Fiscal Year 2018, Pub. L. No. 115-91, § 806, 131 Stat. 1283, 1456 (2017)].

<sup>4</sup> 2 C.F.R. § 200.320(b).

<sup>5</sup> The “Simplified Acquisition Threshold” is defined at 2 C.F.R. § 200.88 and 48 C.F.R. § 2.101. The Simplified Acquisition Threshold is \$150,000, under the regulations, but the amount is adjusted periodically. As of September 1, 2019, the Simplified Acquisition Threshold was \$250,000 [See National Defense Authorization Act for Fiscal Year 2018, Pub. L. No. 115-91, § 805, 131 Stat. 1283, 1456 (2017)].

<sup>6</sup> 200 C.F.R. § 200.320(c).

<sup>7</sup> 200 C.F.R. § 200.320(d).

shall publish a written request for proposals. This procedure is generally used to procure technical and professional services. The requests for proposals must:

- a. identify all evaluation factors; and
- b. be solicited from an adequate number of qualified sources;

The Authority may enter into a contract with a responsible respondent whose proposal is most advantageous, with price and other factors considered.

5. *Noncompetitive Proposals.*<sup>8</sup> The Authority may solicit a proposal from only one source if one or more of the following applies:
  - a. the item or service is only available from a single source;
  - b. a public emergency will not permit a delay necessitated by the competitive solicitation process;
  - c. the funding agency expressly authorizes noncompetitive proposals in response to a written request from the Authority; or
  - d. after a solicitation of several sources, competition is determined by the Authority to be inadequate.

B. Procurement Standards.

1. *Considerations for Determining Whether a Provider is Responsive or Responsible.* The Authority shall award contracts for goods and services only to responsible providers with the ability to perform successfully under the terms and conditions of the solicitation. Consideration may be given to such matters as the respondent's integrity, compliance with public policy, record of past performance, and financial and technical resources.
  2. *Solicitations.* All solicitations of the Authority shall incorporate a clear and accurate description of the technical requirements for the goods or services to be procured and identify all requirements that must be fulfilled and all other factors to be used in evaluating bids or proposals. The Authority shall ensure that any prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to maximize open and free competition.
  3. *Alternative Procurement.* If possible and economically feasible, the Authority shall consider consolidated purchases, lease options, and other available alternatives. The Authority may consider entering into intergovernmental agreements or inter-entity agreements for the use of common or shared goods and services.
  4. *Records.* The Authority shall maintain records detailing the history of each procurement, including the rationale for which method of procurement was used, contractor or service provider selected or rejected, and the basis for the contract price. The Authority shall maintain oversight of the contractor or service provider to ensure performance in accordance with the terms, conditions, and specifications of the contracts.
  5. *Minority-Owned and Women's Business Enterprises.* The Authority shall take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps include but are not limited to placing such businesses on solicitation lists and requiring the contractor to actively seek subcontracts with such businesses.
- C. Procurement Authority. The General Manager shall have the authority to approve contracts and purchases procured using one of the methods described in Section II.A. above, up to a total cost of \$50,000.00. All purchases and contracts exceeding \$50,000.00 must be authorized by the Trustees of the Authority.
- D. Preferred Vendor Lists. The Authority may, at its discretion, utilize preferred vendor lists created from time to time in accordance with the Policies. The Authority may also utilize such lists created from time to time by the City of Oklahoma City ("City") and/or the State of Oklahoma (see Section

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<sup>8</sup> 2 C.F.R. § 200.320(f).

IV.F.2 below). The Authority intends to rotate sequentially through preferred vendor lists to procure services.

### III. RULES APPLICABLE TO PUBLIC CONSTRUCTION CONTRACTS

The Authority shall comply with the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*, in the awarding of public construction contracts. These Policies conform to such state law. The requirements under the Oklahoma Public Competitive Bidding Act also conform to, and are more restrictive than, the federal regulations for sealed bidding/formal advertising and competitive proposals detailed in 2 C.F.R. § 200.317–200.326.

#### A. Requirements.

1. *Public Construction Contracts Exceeding \$100,000.00.* For all public construction contracts exceeding \$100,000.00,<sup>9</sup> the Authority shall let and award a contract to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids. The Authority shall provide notice by publication in a newspaper of general circulation in Oklahoma County for two consecutive weekly issues of the newspaper, with the first publication at least 20 days prior to the date set for opening the bids. The notice shall be sent to one in-state trade or construction publication. All bids shall be sealed and opened only at the time and place specified in the bidding documents, and read aloud in the presence of an officer of the Authority. Such bid opening shall be open to the public and to all bidders.
2. *Public Construction Contracts of \$10,000.00–\$100,000.00.* For public construction contracts between \$10,000.00 and \$100,000.00,<sup>10</sup> the Authority shall let and award a contract to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to the lowest responsible qualified contractor. In the event the public bidding process is used, all bids shall be sealed and opened only at the time and place specified in the bidding documents, and read aloud in the presence of an officer of the Authority. Such bid opening shall be open to the public and to all bidders.
3. *Public Construction Contracts less than \$10,000.00.* For public construction contracts less than \$10,000.00,<sup>11</sup> the Authority shall send a request for quotes to potential qualified contractors with a detailed description of the goods or services needed. Quotes must include pricing information that allows the Authority to compare costs across bidders and ensure cost reasonableness. For purposes of documentation, quotes shall be recorded on a quote sheet provided by the Chief Financial Officer. Staff shall obtain a minimum of three quotes and record on the quote sheet. If obtaining three quotes is not feasible, the reasons for the infeasibility should be noted on the quote sheet. The qualified contractor providing the lowest responsive and responsible quote shall be selected by the Authority. In the event a higher bidder is more responsive and responsible than the lowest bidder, or if for any reason the preferred quote is not the lowest quote, the rationale for selecting another bidder must be documented and justified in the quote file.
4. *Determining the Responsibility of Bidders.* In order to determine the responsibility of bidders, the Authority may require prospective bidders, general contractors and subcontractors to prequalify as responsible bidders prior to submitting bids on a public construction contract. Prequalification to bid or perform work does not substitute for any license required by federal, state, or local law. Notice of any such prequalification requirement shall be made by the Authority to all prospective bidders and the public in the

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<sup>9</sup> This amount may be adjusted by amendment to the statute; *see* 61 O.S. § 103.A.

<sup>10</sup> This amount may be adjusted by amendment to the statute; *see* 61 O.S. § 103.B.

<sup>11</sup> This amount may be adjusted by amendment to the statute; *see* 61 O.S. § 103.C.

notice to be published. Financial information including, but not limited to, audited financial statements required by the Authority as part of prequalification shall remain confidential.

- B. Notices. All bid notices shall set forth the following information:
1. The character of the proposed public construction contract in sufficient details that all bidders shall know exactly what their obligation will be, either in the bid notice itself or by reference to bidding documents on file in the main office of the awarding public agency;
  2. The name and address of the officer, agent or employee of the Authority, from whom a complete set of bidding documents regarding such proposed contract may be obtained, together with the amount of the cost deposit required therefor, if any;
  3. The date, time and place of opening of the sealed bids;
  4. The name and office location and address of the Authority where the sealed bids should be submitted; and
  5. Any additional information regarding such proposed contract deemed by the Authority to be of beneficial interest to prospective bidders or the public.
- C. Records. The Authority shall maintain at its offices at least one complete set of bidding documents regarding a proposed public construction contract for at least 20 days prior to the date set for opening bids. A complete set of bidding documents shall be provided to any prospective bidder upon request. The Authority may require a deposit that does not exceed the actual cost of duplicating or copying the bidding documents. The Authority may retain such deposit if so stated in the notice for bids. All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained at the offices of the Authority for a period of 5 years from the date of opening of bids or for a period of 3 years from the date of completion of the contract, whichever is longer. Such documents shall be open to public inspection and shall be matters of public record.
- D. Contract Award. The awarding of a contract to the lowest responsible bidder or bidders shall be made within 30 days after the opening of bids unless the Authority, by formal recorded action and for good cause shown, provides for a reasonable extension of that period. The extension period shall not in any event exceed 15 days where only state or local funds are involved. The extension period shall not exceed 90 days on any award of contract for the construction of a public improvement where funds furnished by an agency of the United States Government are used. Upon mutual written agreement between the lowest responsible bidder or bidders and the Authority, the Authority may extend the contract award period no more than 120 days from the bid opening date. If an award is made to other than the lowest bidder, the Authority shall accompany its action with a publicized statement setting forth the reason for its action. Such statement shall be placed on file, open to public inspection, and be a matter of public record.
- E. Conflict. In the event this Section of the Policies conflicts with or is inconsistent in any manner with the rules and regulations of any agency of the United States Government which is providing all or any portion of the funds used to finance any public construction contract, the rules and regulations of said agency of the United States Government shall supersede.
- F. Exceptions.
1. Where an emergency exists due to a sudden, unexpected happening or unforeseen occurrence or condition whereby the public health or safety is endangered, the provisions of the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*, shall not apply, provided that the conditions of 61 O.S. § 130 have been met.
  2. Where public improvements are constructed as a part of an agreement to provide assistance in development financing pursuant to the Oklahoma Local Development Act 62 O.S. § 850, *et seq.*, and the cost of such public improvements does not exceed 25% of the total amount of the estimated public and private investment being made within the increment district, the provisions of the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*, do not apply. In those instances, the provisions of this Section III do not need to be followed.

3. The Authority may, unless acting pursuant to a contract with the State that specifies otherwise, make use of statewide contracts that the State Purchasing Director enters into or awards consistent with the Oklahoma Central Purchasing Act, 74 O.S. § 85.1, *et seq.*, without having to comply with the provisions of the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.* Contracts for goods and services awarded consistent with the Oklahoma Central Purchasing Act may also be used by the Authority with no additional procurement required.
4. The Authority may, unless acting pursuant to a contract with the City that specifies otherwise, make use of City contracts for goods or services that the City certifies have been entered into in compliance with the ordinances prescribing City purchasing policies and which include the Authority as an authorized end user.

#### IV. PROCUREMENT AND CONTRACT AUTHORITY AND ADMINISTRATION

These authorizations and administrative procedures shall apply to all procurement transactions and activities funded using federal funds. In the case of a conflict with specific provisions in Sections II or III of these Policies, the provisions in Section II or III control.

##### A. Authorizations.

1. All procurement transactions shall be administered by either the General Manager or by other individuals the General Manager has authorized in writing.
2. The General Manager shall have the authority to declare an emergency pursuant to Sections II.A.5.b. and III.F.1., to the maximum extent permitted by law. If the General Manager so declares that an emergency exists, the General Manager must cause the Trustees to be notified within ten (10) days of the emergency declaration of the actions taken and the rationale for such actions, in a form suitable for recording in the official minutes of the Trust.
3. All procurements and contracts \$50,000.00 or more shall be submitted to the Trustees for approval, except that the General Manager or the General Manager's designee shall have approval authority for:
  - a. Contracts procured as a result of a declaration of emergency authorized by Section IV.A.2. above; and
  - b. Change orders up to the lesser of \$40,000.00 or 10% of the approved contract amount.
4. The General Manager or its designee shall ensure that:
  - a. Contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
  - b. For procurements other than small purchases, public notice is given of each procurement prior to the bid opening in order to provide for the preparation and submission of bids or proposals, and that notices of contract awards are made available to the public;
  - c. An independent cost estimate is prepared before solicitation issuance and is approximately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
  - d. Contract awards are made to responsive and responsible bidders offering the lowest prices (for sealed bid contracts) or to the offeror whose proposal offers the greatest value to the Authority, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive

- e. proposals), and that unsuccessful firms are notified within ten days; and  
Sufficient unencumbered funds are available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted.
  - 5. These Policies and any later changes shall be submitted to the Trustees for approval. The Trust appoints and delegates procurement authority to the General Manager , but retains responsibility for ensuring that any procurement policies adopted are appropriate for the Authority.
- B. Cancellation of Solicitations. Any invitation for bids, request for proposals, or other solicitation may be cancelled before offers are due or after bids or proposals have been received for good cause or when it is in the best interest of the Authority. In the event a solicitation is cancelled, the reasons for cancellation shall be documented in the procurement file, and notices of cancellation shall be sent to all offerors solicited.
- C. Contracts. Any type of contract which is appropriate to the procurement and which will promote the best interest of the Authority may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited for public construction contracts. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. For procurement involving federal funds, all applicable required contract clauses outlined in the Procurement Checklist must be included in the contract.

#### V. CONFLICTS OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a contract paid for using federal funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Items below the value of \$50 which are unsolicited are considered nominal in value and shall not violate this policy. Violations of this policy may be grounds for disciplinary actions include up to termination or removal.

**AMENDMENT NO. 2 TO THE ECONOMIC DEVELOPMENT MEMORANDUM OF AGREEMENT BETWEEN THE OKLAHOMA INDUSTRIES AUTHORITY AND THE OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST REGARDING THE 577 ACRES PROPERTY.**

This Amendment No. 2 to the Economic Development Memorandum of Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Oklahoma Industries Authority (“OIA”), an Oklahoma public trust, and the Oklahoma City Economic Development Trust (“OCEDT” or “Trust”), an Oklahoma public trust.

**WITNESSETH:**

**WHEREAS**, on February 6, 2021, OIA and OCEDT entered into the Economic Development Memorandum of Agreement regarding the acquisition of certain property known as the 577 Acres Property, the publication of a request for proposals for a master developer to develop that property, and the terms and conditions concerning that development (“MOA”); and

**WHEREAS**, the 577 Acres Property has been acquired by OIA and OKC 577, LLC was selected as the Master Developer; and

**WHEREAS**, in November 2022, OCEDT and OIA entered into Amendment No. 1 to the MOA to clarify and allow a Ground Lease with the Master Developer; and

**WHEREAS**, Section IV, Paragraph 3 of the MOA provides that OIA will hold title to the 577 acres property until it is sold or leased for purposes of economic development under terms to be agreed upon by OCEDT and that net proceeds from the sale or lease of the individual sites be returned to OCEDT and placed in the GOLT fund; and

**WHEREAS**, the intent and language of the MOA support the payment of OIA costs associated with the development of the 577 Acres Property; however it is necessary to clarify the types and sources for payment of those costs; and

**WHEREAS**, the 577 Acres Property was acquired by OIA with existing ancillary leases and permitted uses which provide a small amount of annual revenues which were not accounted for in the MOA and should be addressed through an amendment.

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual obligations set forth herein, OIA and OCEDT hereby mutually agree to amend the Economic Development Memorandum of Agreement as follows, provided that all other terms and conditions not explicitly listed continue in full force and effect, to wit:

A. IV. Party Responsibilities, Subsection 3, shall be amended and replaced with the following language (modifications shown in underline and Section strikethrough):

3. OIA agrees to use said payment solely for the purchase of the CLO Site. OIA is to hold title to the CLO Site in trust for OCEDT



until it is sold or leased for purposes of economic development under terms to be agreed upon by OCEDT. Parcels would be sold or leased to accomplish the job creation and private development objectives. Net proceeds from the sale ~~or lease~~ of individual sites would be returned to OCEDT ~~and to reimburse~~ placed in the GOLT fund. Net proceeds shall mean OIA's share of the sales price, per its Ground Lease with the Master Developer, less closing costs which include closing fees and title curative costs associated with closing the real estate sales transaction, the amount of which shall be approved by OCEDT and OIA for each transaction ("Closing Costs").

If a parcel is leased to a party other than the Master Developer, OIA shall transfer and assign ownership of the leased parcels to OCEDT, and OCEDT shall retain the rents paid according to the terms of the negotiated lease. The use of the property by Master Developer for a business, other than marketing and development of the property, shall be considered an end user lease which would require transferring and assigning ownership of the leased parcels to OCEDT. There are also existing ancillary leases and rights, including sign and other leases and rights, oil and gas surface damages, and other rights associated with the CLO Site which existed at the time the CLO Site was purchased by OIA ("Ancillary Rights"), which will be retained by OIA and not transferred to OCEDT until OIA's responsibilities for the CLO Site have been completed. The amounts received from these Ancillary Rights have previously been \$15,750 annually. It is recognized that as parcels are sold or leased, certain of OIA's Ancillary Rights may be extinguished.

It is the intention of OCEDT and OIA for OCEDT to enjoy profits derived from the development of the CLO Site and for OIA to be paid for its costs of administering same, which shall include, but are not limited to, personnel costs, fees for legal services and other professional services, and general overhead expenses. ("OIA's Administration Expenses").

The lease payments paid by the Master Developer pursuant to the Ground Lease between OIA and the Master Developer and revenues from the Ancillary Rights (collectively, "Revenues Retained by OIA") shall be retained by OIA to cover OIA's Administration Expenses, other than Closing Costs.

For ease of administration, the Revenues Retained by OIA shall be the fee for services provided by OIA and shall not require further accounting or documentation.

**IN WITNESS WHEREOF**, the Parties adopt and approve this Amendment.

APPROVED by the Oklahoma Industries Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED by the Trustees and Executed by the Chair of the Oklahoma City Economic Development Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

REVIEWED for form and legality.

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

CONCURRENCE by the Mayor and City Council of The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST

THE CITY OF OKLAHOMA CITY

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

\_\_\_\_\_  
MAYOR

REVIEWED for form and legality.

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

**PURCHASE AGREEMENT**  
**SITE E – Third-Party Sale to Locke Supply Co.**

This Purchase Agreement (the “**Agreement**”) is made and entered into on the later date set forth hereafter on the signature page of this Agreement (“**Effective Date**”) by and between **Oklahoma Industries Authority**, an Oklahoma public trust (referred to herein as “**OIA**”), and **OKC 577, LLC**, an Oklahoma limited liability company, or its permitted assigns (referred to herein as “**577**”).

**Recitals**

- A. OIA is the owner of approximately 639.74 acres of undeveloped land located near I-240 and South Eastern Avenue in Oklahoma City, Oklahoma, the legal description of which is all of Section 36, Township 11 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma (the “**Land**”).
- B. OIA and 577 are parties to that certain Master Development Agreement effective February 28, 2022 (the “**Development Agreement**”) wherein the parties agreed to a “**Project**”, as defined therein, to create industrial and commercial development-ready sites, such sites to be further developed by Developer and operated by Developer or to be subleased or purchased by Developer and sold or leased to third parties for those parties’ further development and/or operation of the sites.
- C. OIA and 577 further entered into that certain Ground Lease effective December 15, 2022 (the “**Ground Lease**”) wherein OIA agreed to lease the Land to 577, and to further provide 577 with an option to purchase tracts within the Land.
- D. OIA desires to sell, and 577 desires to purchase, the Property identified in **Exhibit A** hereto, which constitutes a portion of the Land, and which OIA acknowledges shall simultaneously be sold to Locke Supply Co. (“**Locke**”), an Oklahoma corporation, for construction of a 1.5M square foot facility pursuant to that certain Agreement for Purchase and Sale of Commercial Property between 577 and Locke (the “**Locke Agreement**”) dated February 23, 2023. Pursuant to the terms and conditions of the Ground Lease, OIA shall be entitled to a portion of the sales proceeds of such simultaneous sale.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the OIA and 577 agree as follows:

1. **Sale of Property.** OIA agrees to sell to 577, and 577 agrees to purchase from OIA certain real property, including land consisting of approximately +/- 95.1435 acres of land, together with site improvements, fixtures and all easements, appurtenances, and other real property rights related thereto, located near I-240 and South Eastern Avenue, Oklahoma City, Oklahoma, which is more particularly described in **Exhibit A** attached hereto and incorporated herein (collectively, the “**Property**”). The Property is currently subject to the Ground Lease but shall be released from the Ground Lease upon closing of this purchase and sale transaction. The Property shall continue to be subject to the terms of the OKC577 Development Plan approved by OIA on December 15, 2022 and the Declaration of Covenants, Conditions, and Restriction for OKC 577 (the “**Restrictive Covenants**”) filed of record on \_\_\_\_\_, 2023 at Book \_\_\_, Page \_\_\_ of the records of the Oklahoma County Clerk.

2. **Payment to OIA.** The parties acknowledge that the Purchase Price of the Property is ELEVEN MILLION DOLLARS ((\$11,000,000.00) as agreed to between 577 and Locke in the Locke Agreement. As set out in Section 7.1 of the Ground Lease, OIA is entitled to be paid by 577 at Closing from such Purchase Price the amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000.00) (the “**OIA Payment**”). The OIA Payment will be payable in immediately available funds by 577 to OIA at the Closing.

3. **Title Work.** At the Closing, OIA shall cause fee title to the Property to be conveyed to 577 free of all judgments, liens and mortgages (collectively, “**Monetary Liens**”). On or before the Closing, 577 may obtain: (i) a title insurance commitment covering the Property issued by the Title Company (“**Title Commitment**”); and (ii) a survey of the Property (the “**Survey**”) and may furnish copies to the OIA. If the Title Commitment or Survey shall disclose any defect or limitation on title which 577 requires to be corrected by OIA prior to Closing, 577 shall give notice thereof to OIA, and OIA may but shall not be obligated to undertake the required curative work. If OIA shall fail to cure or remove such defect or limitation, then the 577 may elect to terminate this Agreement; provided, that 577 shall always have the right to waive any such defect or limitation of title or Survey. In the event 577 fails to furnish the Title Commitment and Survey to OIA and make a written request for OIA to cure or correct defects or limitations of title or survey within the time stipulated therein, then all objections to title and survey are waived except for Monetary Liens and defects or limitations of title or survey occurring after the date of the Title Commitment or Survey.

4. **Closing.**

4.1 Time being of the essence of this Agreement, Special Warranty Deed at expense of 577 to be passed in Oklahoma City, Oklahoma, at a dated mutually agreed upon by 577 and OIA (“**Closing**”), provided that 577 shall have a one-time right to extend the date of the Closing by up to twenty (20) days by the delivery of written notice to OIA prior to the originally agreed Closing date.

4.2 All improvement liens and assessments of any kind recorded against the Property as of the date of this Agreement, if any, shall be paid by OIA at or before the Closing.

4.3 All items of income and expense related to the Property, if any, shall be prorated as of the date of Closing.

4.4 Exclusive possession of the Property shall be delivered to 577 at Closing.

4.5 OIA will deposit into Escrow at least one (1) business day prior to the Closing:

- i) consent in a form acceptable to the Title Company evidencing OIA’s approval and authority to convey the Property to 577;
- ii) an original, signed and notarized Special Warranty Deed conveying the real property to the 577 in form and substance acceptable to 577 and the Title Company; and
- iii) such additional documents as may be reasonably requested by the 577 or Title Company including, without limitation, an Owner’s Affidavit and Gap Indemnity on the Title Company’s standard forms for such documents.

4.6 577 will provide at closing:

- i) the OIA Payment;
- ii) consent in a form acceptable to the Title Company evidencing 577's approval and authority to acquire the Property from OIA; and
- iii) such additional documents as may be reasonably requested by the 577 or Title Company.

4.7 The OIA will pay at Closing the following costs: (a) the OIA's attorneys' fees and expenses; and (b) all costs of cure of Title Objections that OIA has agreed to cure. The 577 will pay at Closing the following costs: (i) the 577's attorneys' fees and expenses; (ii) all costs incurred in connection with the 577's inspection of the Property; (iii) all abstracting, title examination, and other charges for issuance of the Title Commitment; (iv) the premium for attributable to standard coverage under the 577's title policy (the "**Title Policy**") and the premium attributable to extended coverage under the Owner's Policy and any endorsements to the Title Policy requested by 577; (v) the cost of recording the Special Warranty Deed; (vi) the escrow and closing fees charged by the Title Company; (vii) the costs of providing the Survey and (viii) and all documentary stamps to be affixed to the Special Warranty Deed.

**5. 577's Ongoing Obligations; Subsequent Sale to Locke Supply Co.** 577 acknowledges that upon purchasing the Property, the Property will remain subject to the Development Agreement, the OKC577 Development Plan, the Restrictive Covenants, and the requirement that the Property be developed in furtherance of the Project. On or before selling the Property to Locke, 577 must secure Locke's agreement for OIA's benefit: (a) adopting the Development Agreement and agreeing to perform all of the Developer's obligations under it as to the Property; (b) agreeing to use and occupy the Property for purposes consistent with the Project and in strict accordance with the Development Agreement, the OKC577 Development Plan, and the Restrictive Covenants; and (c) acknowledging and agreeing that OIA is and will be entitled to enforce the Development Agreement against Locke (or its successors and assigns) without prior demand upon or proceeding in any way against any other persons. Such agreement must be in writing and included in the deed conveying the Property (or any part of it) to Locke.

**6. OIA's Representations and Warranties.**

To induce the 577 to enter into this Agreement, the OIA represents and warrants that the following matters (collectively, the "**OIA's Representations and Warranties**") are now and on the Closing date will be true and correct in all material respects:

i) No Default. The OIA is not in default, and the execution and performance of this Agreement by the OIA will not constitute a default, under any agreement, order, writ, injunction, decree or demand of any court or any governmental authority which is binding on the OIA or the Property.

ii) Authority. The OIA is an Oklahoma public trust duly organized and validly existing under the laws of the State of Oklahoma and is duly qualified to do business in the State of Oklahoma; the OIA has adequate power, authority and legal right to own, operate, manage, hold and sell the Property; the OIA is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances or orders of public authorities to carry on the OIA's business in the ownership, management, operation and sale of the Property; the OIA has adequate authority, power and legal right to enter into and perform the provisions of this Agreement and in doing so the OIA will not violate any law or the provisions of the OIA's organizational documents; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the OIA have been duly authorized to act for and bind the OIA as contemplated thereby.

7. **Miscellaneous.**

7.1 This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.2 Should either the 577 or the OIA employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees and costs of court, expended or incurred by the prevailing party.

7.3 Either the 577 or the OIA may specifically waive any breach of the terms and conditions hereof by the other party, provided that such waiver is in writing, and no such waiver shall constitute a continuing waiver of similar or other breaches of terms and conditions hereof. A waiving party may at any time upon written notice to the breaching party, direct future compliance with the waived terms and conditions hereof, and the breaching party shall thereafter comply as directed from such time forward. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

7.4 If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and other terms and conditions hereof shall thereafter be construed as if such invalid, illegal, or unenforceable terms and conditions had never been contained herein.

7.5 This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single agreement.

**{The remainder of this page intentionally left blank}**

THUS DONE AND SIGNED by OIA and 577 this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Oklahoma Industries Authority, a public trust**

By: \_\_\_\_\_

Printed Name: Kenton Tsoodle

Title: General Manager

Date Executed: \_\_\_\_\_

**OKC 577, LLC, an Oklahoma limited liability company**

By:  \_\_\_\_\_

Printed Name: Mark Beffort

Title: Authorized Signor

Date Executed: 3.28.23



**Exhibit A**

**Legal Description of Property –Site E**

A tract of land being a part of the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Southeast (SE) Corner of said Southeast Quarter (SE/4), said point being the POINT OF BEGINNING;

THENCE South 89°32'31" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 2,655.27 feet to the Southwest (SW) Corner of said Southeast Quarter (SE/4);

THENCE South 89°35'02" West, along and with the South line of said Southwest Quarter (SW/4), a distance of 450.07 feet;

THENCE North 00°24'58" West, departing said South line, a distance of 1,310.94 feet;

THENCE North 89°39'25" East, a distance of 356.82 feet;

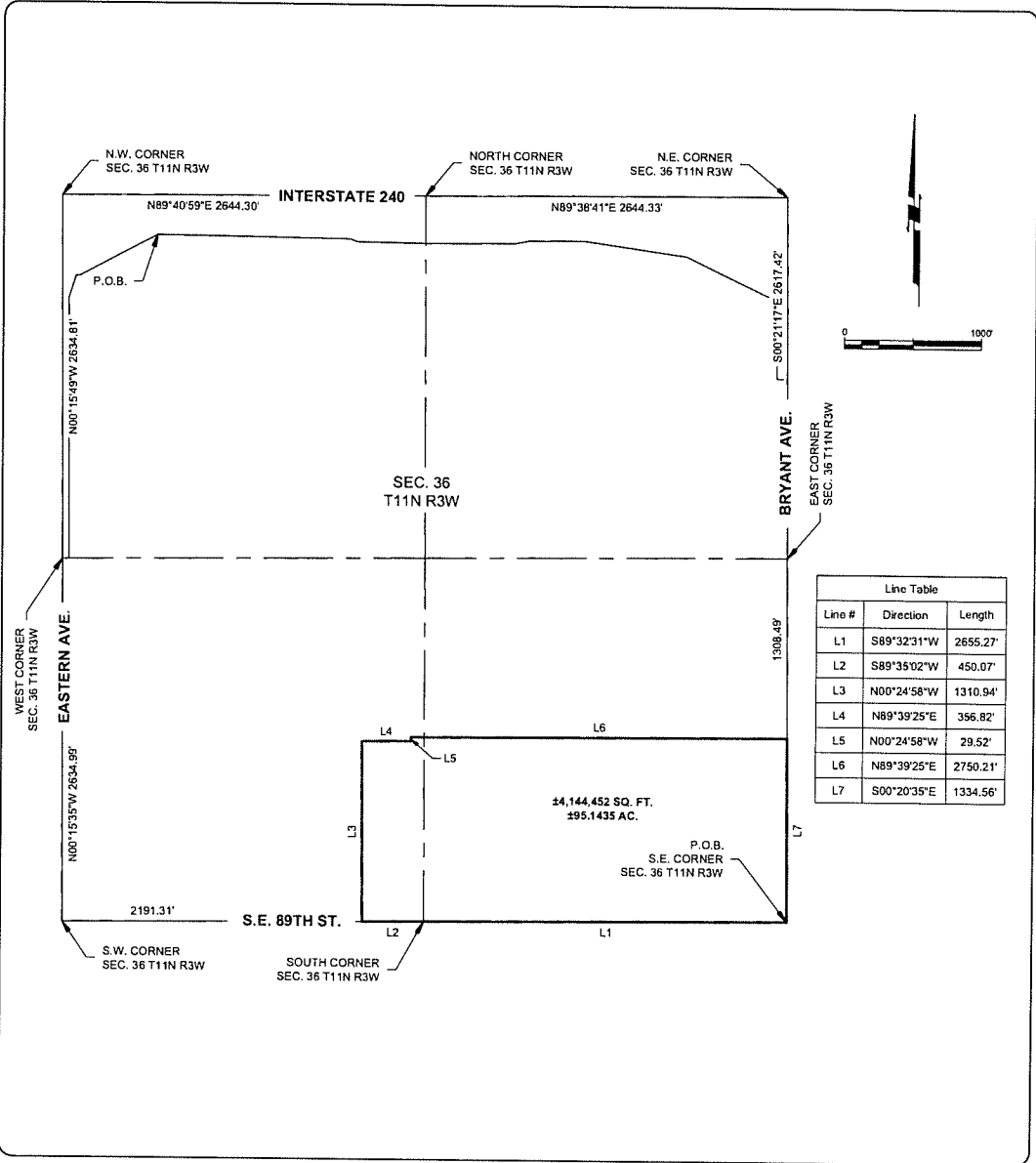
THENCE North 00°24'58" West, a distance of 29.52 feet;

THENCE North 89°39'25" East, a distance of 2,750.21 feet to a point on the East line of said Southeast Quarter (SE/4);

THENCE South 00°20'35" East, along and with the East line of said Southeast Quarter (SE/4), a distance of 1,334.56 feet to the POINT OF BEGINNING.

Containing 4,144,452 square feet or 95.1435 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)



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Proj. No.: 5156  
 Date: 11-11-22  
 Scale: 1"=1000'

**OK 577**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**TRACT E**

Johnson & Associates  
 1 E. Sheridan Ave., Suite 200  
 Oklahoma City, OK 73104  
(405) 235-8075 FAX (405) 235-8076 www.jaok.com  
Certificate of Authorization #1494 Exp. Date 08-30-2022  
 ENGINEERS • SURVEYORS • PLANNERS

**PURCHASE AGREEMENT  
SITE I – Third Party Sale to MAC DMB, LLC**

This Purchase Agreement (the “**Agreement**”) is made and entered into on the later date set forth hereafter on the signature page of this Agreement (“**Effective Date**”) by and between **Oklahoma Industries Authority**, an Oklahoma public trust (referred to herein as “**OIA**”), and **OKC 577, LLC**, an Oklahoma limited liability company, or its permitted assigns (referred to herein as “**577**”).

**Recitals**

- A. OIA is the owner of approximately 639.74 acres of undeveloped land located near I-240 and South Eastern Avenue in Oklahoma City, Oklahoma, the legal description of which is all of Section 36, Township 11 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma (the “**Land**”).
- B. OIA and 577 are parties to that certain Master Development Agreement effective February 28, 2022 (the “**Development Agreement**”) wherein the parties agreed to a “**Project**”, as defined therein, to create industrial and commercial development-ready sites, such sites to be further developed by Developer and operated by Developer or to be subleased or purchased by Developer and sold or leased to third parties for those parties’ further development and/or operation of the sites.
- C. OIA and 577 further entered into that certain Ground Lease effective December 15, 2022 (the “**Ground Lease**”) wherein OIA agreed to lease the Land to 577, and to further provide 577 with an option to purchase tracts within the Land.
- D. OIA desires to sell, and 577 desires to purchase, the Property identified in **Exhibit A** hereto, which constitutes a portion of the Land, and which OIA acknowledges shall simultaneously be sold to MAC DMB, LLC (“**MAC DMB**”), an Oklahoma limited liability company, for construction of four speculative facilities fronting I-240, with three to be approximately 80,000 square feet and one to be approximately 60,000 square feet, all pursuant to that certain Agreement for Purchase and Sale of Commercial Property between 577 and MAC DMB (the “**MAC DMB Agreement**”) dated February 23, 2023. Pursuant to the terms and conditions of the Ground Lease, OIA shall be entitled to a portion of the sales proceeds of such simultaneous sale.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the OIA and 577 agree as follows:

1. **Sale of Property.** OIA agrees to sell to 577, and 577 agrees to purchase from OIA certain real property, including land consisting of approximately +/- 28.9546 acres of land, together with site improvements, fixtures and all easements, appurtenances, and other real property rights related thereto, located near I-240 and South Eastern Avenue, Oklahoma City, Oklahoma, which is more particularly described in **Exhibit A** attached hereto and incorporated herein (collectively, the “**Property**”). The Property is currently subject to the Ground Lease but shall be released from the Ground Lease upon closing of this purchase and sale transaction. The Property shall continue to be subject to the terms of the OKC577 Development Plan approved by OIA on December 15, 2022 and the Declaration of Covenants, Conditions, and Restriction for OKC 577 (the “**Restrictive Covenants**”) filed of record on \_\_\_\_\_, 2023 at Book \_\_\_, Page \_\_\_ of the records of the Oklahoma County Clerk.

OIA agrees that there are circumstances that warrant approval of the sale of this Site in less than six months from the prior purchase sale of a site, as provided for in Section 7.1(C) of the Ground Lease.

2. **Payment to OIA.** The parties acknowledge that the Purchase Price of the Property is Six Million Dollars Three Hundred Six Thousand Three Hundred Fifteen (\$6,306,315.00) as agreed to between 577 and MAC DMB in the MAC DMB Agreement. As set out in Section 7.1 of the Ground Lease, OIA is entitled to be paid by 577 at Closing from such Purchase Price the amount of ONE MILLION FIVE HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED TWENTY EIGHT AND 75/100 DOLLARS (\$1,576,328.75) Dollars (the "**OIA Payment**"). The OIA Payment will be payable in immediately available funds by 577 to OIA at the Closing.

3. **Title Work.** At the Closing, OIA shall cause fee title to the Property to be conveyed to 577 free of all judgments, liens and mortgages (collectively, "**Monetary Liens**"). On or before the Closing, 577 may obtain: (i) a title insurance commitment covering the Property issued by the Title Company ("**Title Commitment**"); and (ii) a survey of the Property (the "**Survey**"), and may furnish copies to the OIA. If the Title Commitment or Survey shall disclose any defect or limitation on title which 577 requires to be corrected by OIA prior to Closing, 577 shall give notice thereof to OIA, and OIA may but shall not be obligated to undertake the required curative work. If OIA shall fail to cure or remove such defect or limitation, then the 577 may elect to terminate this Agreement; provided, that 577 shall always have the right to waive any such defect or limitation of title or Survey. In the event 577 fails to furnish the Title Commitment and Survey to OIA and make a written request for OIA to cure or correct defects or limitations of title or survey within the time stipulated therein, then all objections to title and survey are waived except for Monetary Liens and defects or limitations of title or survey occurring after the date of the Title Commitment or Survey.

4. **Closing.**

4.1 Time being of the essence of this Agreement, Special Warranty Deed at expense of 577 to be passed in Oklahoma City, Oklahoma, at a dated mutually agreed upon by 577 and OIA ("**Closing**"), provided that 577 shall have a one-time right to extend the date of the Closing by up to twenty (20) days by the delivery of written notice to OIA prior to the originally agreed Closing date.

4.2 All improvement liens and assessments of any kind recorded against the Property as of the date of this Agreement, if any, shall be paid by OIA at or before the Closing.

4.3 All items of income and expense related to the Property, if any, shall be prorated as of the date of Closing.

4.4 Exclusive possession of the Property shall be delivered to 577 at Closing.

4.5 OIA will deposit into Escrow at least one (1) business day prior to the Closing:

- i) consent in a form acceptable to the Title Company evidencing OIA's approval and authority to convey the Property to 577;
- ii) an original, signed and notarized Special Warranty Deed conveying the real property to the 577 in form and substance acceptable to 577 and the Title Company; and
- iii) such additional documents as may be reasonably requested by the 577 or Title Company including, without limitation, an Owner's Affidavit and Gap Indemnity

on the Title Company's standard forms for such documents.

4.6 577 will provide at closing:

- i) the OIA Payment;
- ii) consent in a form acceptable to the Title Company evidencing 577's approval and authority to acquire the Property from OIA; and
- iii) such additional documents as may be reasonably requested by the 577 or Title Company.

4.7 The OIA will pay at Closing the following costs: (a) the OIA's attorneys' fees and expenses; and (b) all costs of cure of Title Objections that OIA has agreed to cure. The 577 will pay at Closing the following costs: (i) the 577's attorneys' fees and expenses; (ii) all costs incurred in connection with the 577's inspection of the Property; (iii) all abstracting, title examination, and other charges for issuance of the Title Commitment; (iv) the premium for attributable to standard coverage under the 577's title policy (the "**Title Policy**") and the premium attributable to extended coverage under the Owner's Policy and any endorsements to the Title Policy requested by 577; (v) the cost of recording the Special Warranty Deed; (vi) the escrow and closing fees charged by the Title Company; (vii) the costs of providing the Survey and (viii) and all documentary stamps to be affixed to the Special Warranty Deed.

**5. 577's Ongoing Obligations; Subsequent Sale to MAC DMB.** 577 acknowledges that upon purchasing the Property, the Property will remain subject to the Development Agreement, the OKC577 Development Plan, the Restrictive Covenants, and the requirement that the Property be developed in furtherance of the Project. On or before selling the Property to MAC DMB, 577 must secure MAC DMB's agreement for OIA's benefit: (a) adopting the Development Agreement and agreeing to perform all of the Developer's obligations under it as to the Property; (b) agreeing to use and occupy the Property for purposes consistent with the Project and in strict accordance with the Development Agreement, the OKC577 Development Plan, and the Restrictive Covenants; and (c) acknowledging and agreeing that OIA is and will be entitled to enforce the Development Agreement against MAC DMB (or its successor and assigns) without prior demand upon or proceeding in any way against any other persons. Such agreement must be in writing and included in the deed conveying the Property (or any part of it) to MAC DMB.

**6. OIA's Representations and Warranties.**

To induce the 577 to enter into this Agreement, the OIA represents and warrants that the following matters (collectively, the "**OIA's Representations and Warranties**") are now and on the Closing date will be true and correct in all material respects:

i) No Default. The OIA is not in default, and the execution and performance of this Agreement by the OIA will not constitute a default, under any agreement, order, writ, injunction, decree or demand of any court or any governmental authority which is binding on the OIA or the Property.

ii) Authority. The OIA is an Oklahoma public trust duly organized and validly existing under the laws of the State of Oklahoma and is duly qualified to do business in the State of Oklahoma; the OIA has adequate power, authority and legal right to own, operate, manage, hold and sell the Property; the OIA is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances or orders of public authorities to carry on the OIA's business in the ownership, management, operation and sale of the Property; the OIA has adequate authority, power and legal right to enter into and perform the provisions of this Agreement and in doing so

the OIA will not violate any law or the provisions of the OIA's organizational documents; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the OIA have been duly authorized to act for and bind the OIA as contemplated thereby.

7. **Miscellaneous.**

7.1 This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.2 Should either the 577 or the OIA employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees and costs of court, expended or incurred by the prevailing party.

7.3 Either the 577 or the OIA may specifically waive any breach of the terms and conditions hereof by the other party, provided that such waiver is in writing, and no such waiver shall constitute a continuing waiver of similar or other breaches of terms and conditions hereof. A waiving party may at any time upon written notice to the breaching party, direct future compliance with the waived terms and conditions hereof, and the breaching party shall thereafter comply as directed from such time forward. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

7.4 If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and other terms and conditions hereof shall thereafter be construed as if such invalid, illegal, or unenforceable terms and conditions had never been contained herein.

7.5 This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single agreement.

8. **Termination.** The parties acknowledge that recently installed and newly discovered flow lines on the Property from oil wells on the Land may adversely affect development of the Property as contemplated by this Agreement and the MAC DMB Agreement. In the event that 577 determines, in its reasonable discretion, that the planned development for the Property is not feasible as a result of such flow lines, 577 may terminate this Agreement by so notifying OIA.

**{The remainder of this page intentionally left blank}**

THUS DONE AND SIGNED by OIA and 577 this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Oklahoma Industries Authority, a public trust**

By: \_\_\_\_\_

Printed Name: Kenton Tsoodle

Title: General Manager

Date Executed: \_\_\_\_\_

**OKC 577, LLC, an Oklahoma limited liability company**

By:  \_\_\_\_\_

Printed Name: Mark Beffort

Title: Authorized Signor

Date Executed: 2.28.23 \_\_\_\_\_

**Exhibit A**

**Legal Description of Property – Site I**

A tract of land being a part of the Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of said Northwest Quarter (NW/4);

THENCE South 00°15'49" East, along and with the West line of said Northwest Quarter (NW/4), a distance of 286.48 feet;

THENCE North 89°44'11" East, departing said West line, a distance of 695.29 feet to a point on the South right-of-way line of Interstate 240, said point being the POINT OF BEGINNING;

THENCE along and with the South right-of-way line of Interstate 240 the following four (4) calls:

1. South 89°14'10" East, a distance of 1,399.91 feet;
2. South 67°22'36" East, a distance of 53.62 feet;
3. South 89°14'10" East, a distance of 501.58 feet;
4. North 89°40'50" East, a distance of 224.09 feet;

THENCE South 00°15'49" East, departing said South right-of-way line, a distance of 583.24 feet;

THENCE South 89°44'11" West, a distance of 647.52 feet;

THENCE North 04°32'18" West, a distance of 127.75 feet;

THENCE South 87°58'10" West, a distance of 383.61 feet;

THENCE South 34°13'49" West, a distance of 120.28 feet;

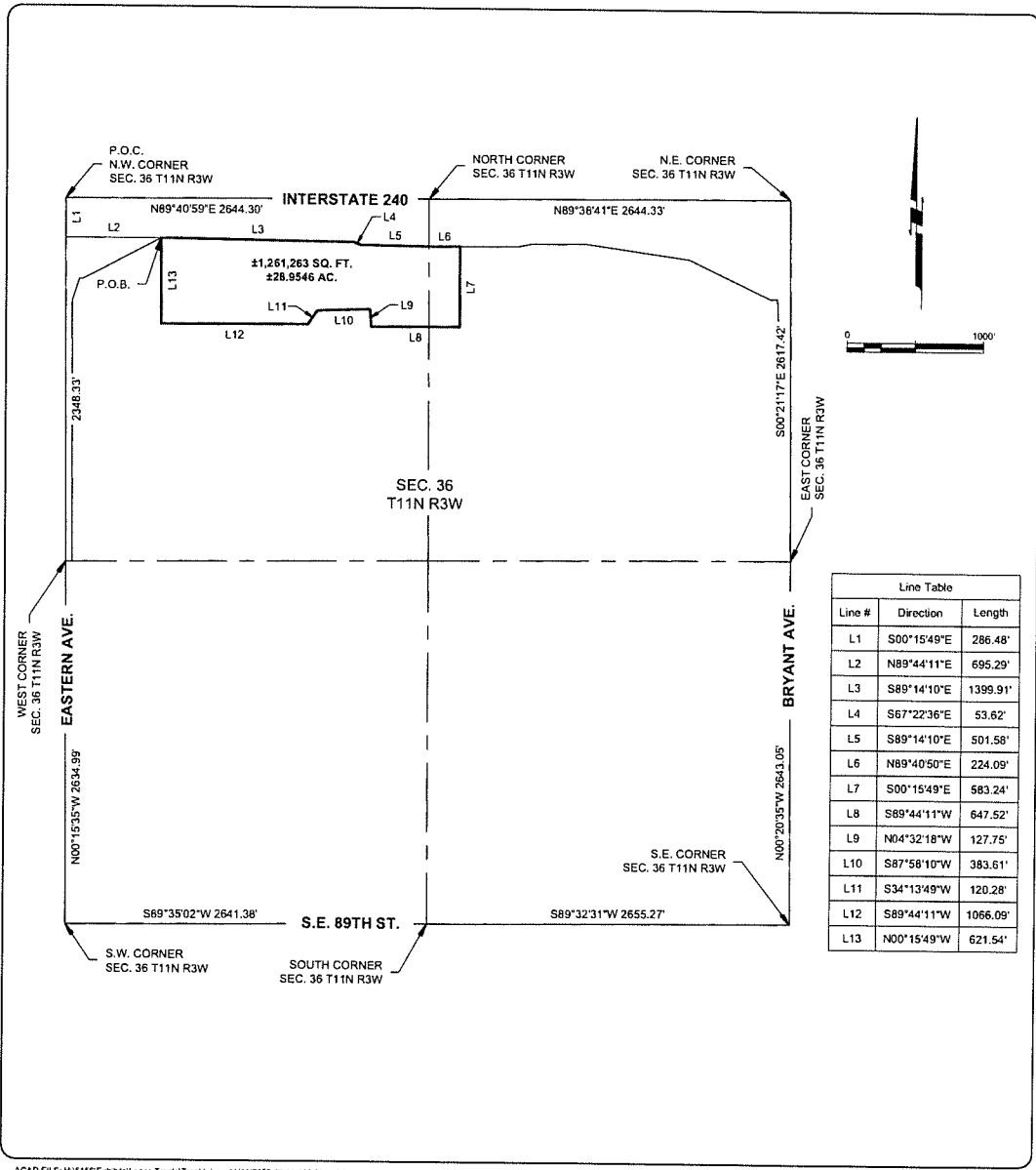
THENCE South 89°44'11" West, a distance of 1,066.09 feet;

THENCE North 00°15'49" West, a distance of 621.54 feet to the POINT OF BEGINNING.

Containing 1,261,263 square feet or 28.9546 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)





Line Table		
Line #	Direction	Length
L1	S00°15'49"E	286.48'
L2	N89°44'11"E	695.29'
L3	S89°14'10"E	1399.91'
L4	S67°22'36"E	53.62'
L5	S89°14'10"E	501.58'
L6	N89°40'50"E	224.09'
L7	S00°15'49"E	583.24'
L8	S89°44'11"W	647.52'
L9	N04°32'18"W	127.75'
L10	S87°58'10"W	383.61'
L11	S34°13'49"W	120.28'
L12	S89°44'11"W	1066.09'
L13	N00°15'49"W	621.54'

ACAD FILE: H:\5156\Exhibit\esse Tract\Tract1.dwg, 11/11/2022 10:14 AM, Max Johnson  
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Proj. No.: 5156  
 Date: 11-11-22  
 Scale: 1"=1000'

**OK 577**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**TRACT I**

Johnson & Associates  
 1 E. Sheridan Ave., Suite 200  
 Oklahoma City, OK 73104  
 (405) 235-8075 FAX (405) 235-8076 www.jaok.com  
 Certificate of Authorization #1464 Exp. Date 06-30-2023  
 ENGINEERS SURVEYORS PLANNERS

RESOLUTION

WHEREAS, pursuant to its Trust Indenture, as amended, for the use and benefit of Oklahoma County, Oklahoma, under the authority and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 et seq., as amended (the "Act"), Oklahoma Industries Authority (the "Authority") has been duly created and established as a public trust for public purposes as therein provided;

WHEREAS, the Authority is authorized under said Trust Indenture and the Act to provide funds to encourage economic development activities in Oklahoma County and to promote the economic welfare of the County and inhabitants thereof;

WHEREAS, on February 16, 2021, the Authority and the Oklahoma City Economic Development Trust ("OCEDT") entered into a Memorandum of Agreement for the acquisition and development of the real property generally bounded by Interstate 240 on the North, S.E. 89th Street on the South, Eastern Avenue on the West, and Bryant Avenue on the East ("the 577 Acres Property") for the purpose of attracting large industrial companies and bringing new jobs and investments to Oklahoma City ("MOA");

WHEREAS, on November 3, 2021, the Trustees approved OKC 577, LLC, as the developer of the 577 Acres Property ("Developer");

WHEREAS, in March of 2022, the Authority and Developer entered into a Master Development Agreement for the development of the 577 Acres Property and the creation of a Development Plan;

WHEREAS, the approved Development Plan provides for the construction of a frontage road and spine road across the property, as well as construction of new water and storm water infrastructure as part of the site infrastructure necessary for making the property most competitive to new companies;

WHEREAS, the State of Oklahoma has created the Supporting Industrial Transformation and Economic Success ("SITES") Program which provides grants to improve industrial sites in order to take advantage of economic development opportunities and foster an environment of business growth potential;

WHEREAS, this program provides State grants for the construction of industrial site infrastructure using unallocated funds from the Progressing Rural Economic Prosperity Fund created by the State Legislature in 2022;

WHEREAS, to be eligible for the SITES Program a project must be designed to create nationally marketable industrial sites and it is preferred that the infrastructure requested be the final portion of the utilities necessary to make the project competitive;

WHEREAS, the application portal for the SITES Program is open and developer and staff recommend that the Authority, as property owner, make application for a \$12,097,292 grant for construction of the 577 Acres Property frontage road, spine road, water and storm water infrastructure, and cellular tower.

NOW, THEREFORE, BE IT RESOLVED by the Authority that the General Manager is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application with the Oklahoma Department of Commerce on behalf of the Authority for an \$12,097,292 grant for industrial site infrastructure at the 577 Acres Property.

BE IT FURTHER RESOLVED by the Trustees of the Authority that the General Manager is authorized to execute a grant agreement and any additional documents associated with the SITES Program upon review and approval by General Counsel, and to take all necessary actions to implement and administer the grant.

ADOPTED on \_\_\_\_\_, 2023.

OKLAHOMA INDUSTRIES AUTHORITY

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

RESOLUTION

WHEREAS, pursuant to its Trust Indenture, as amended, for the use and benefit of Oklahoma County, Oklahoma, under the authority and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 et seq., as amended (the "Act"), Oklahoma Industries Authority (“the Authority”) has been duly created and established as a public trust for public purposes as therein provided;

WHEREAS, the purpose of the Trust includes to promote and encourage the development of industry and commerce and thereby provide facilities and additional employment and activities that will benefit and strengthen the economy of The County of Oklahoma County and the State of Oklahoma, and the health, safety, and welfare of its citizens;

WHEREAS, the Trust purpose also includes to lease, rent, furnish or provide such property, buildings, improvements, and facilities for use by industrial and manufacturing firms, businesses, or concerns upon such terms as Trustees may deem suitable;

WHEREAS, on June 1, 2015, in furtherance of the Trust purposes, the Authority entered into a Lease Agreement with The Boeing Company for the lease of the real property generally located at SE 59th Street and Air Depot Boulevard in Oklahoma City, Oklahoma, containing approximately 33.5249 acres (“the Premises”);

WHEREAS, on December 18, 2015, the Lease Agreement was amended to address a monitoring well located on the Premises – see, First Amendment to Agreement of Lease attached hereto as Attachment A;

WHEREAS, on May 29, 2020, the Lease Agreement was amended a second time to allow the use of the South Parking Property as a Veterans’ Honor Wall and extend the Option to Expand the Premises provided in Section 2.4 for an additional two years to expire on May 31, 2022 – see, Second Amendment to Lease Agreement attached hereto as Attachment B;

WHEREAS, it is desired to extend the Option to Expand the Premises provided in Section 2.4 an additional two years to expire on May 31, 2024, as provided in the Third Amendment to Lease Agreement, attached hereto as Attachment C.

NOW, THEREFORE, BE IT RESOLVED by the Authority that the approvals of the First Amendment to Agreement of Lease attached hereto as Attachment A and the Second Amendment to Lease Agreement attached hereto as Attachment B are hereby ratified.

BE IT FURTHER RESOLVED, by the Authority that the Third Amendment to Lease Agreement attached hereto as Attachment C is hereby approved and shall be executed by the Chair or Vice Chair in the absence of the Chair.

ADOPTED on \_\_\_\_\_, 2023.

OKLAHOMA INDUSTRIES AUTHORITY

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Chair

ATTEST:

---

Secretary

ATTACHMENT A

First Amendment to Agreement of Lease

**THIS FIRST AMENDMENT TO AGREEMENT OF LEASE** (this "First Amendment") is made effective as of the 18<sup>th</sup> day of December, 2015, by **Oklahoma Industries Authority** ("Landlord"), and **THE BOEING COMPANY**, a Delaware corporation ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 1, 2015 (the "Lease"), by terms of which Tenant leases from Landlord and Landlord leases to Tenant parcels of land containing approximately 33.5249 acres (the "Premises") and located in Oklahoma City, Oklahoma more particularly described in the Lease: and

WHEREAS, Landlord and Tenant mutually desire to amend the Lease as set forth below: and

WHEREAS, all capitalized terms used in this First Amendment which are not defined herein shall have the meanings given to them in the Lease, unless the context otherwise requires.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Monitoring Well 1. Tenant installed a permanent monitoring well on the Premises, as part of pre-lease due diligence activities, identified as DP-29/MW-1 on the plan attached Exhibit "A" ("MW-1") and the Soil Borehole Log, and Flush-Mount Monitoring Well Construction Log, both attached as Exhibit "B".

1.1 Transfer of MW-1. Upon the effective date of this Amendment, (the "Effective Date"), and without any further act by either party, Tenant shall be deemed to have conveyed and transferred its right, title and interest in and to MW-1 to Landlord and Landlord shall be deemed to have accepted such conveyance and transfer. Tenant agrees that on the Effective Date MW-1 shall be in the same condition it is in on the date hereof, reasonable wear and tear and damage due to casualty excepted.

1.2 Title and Risk of Loss. Title to and risk of loss of or damage to MW-1 will pass to Landlord upon the Effective Date.

1.3 Disclaimers: NO WARRANTY.

(a) Landlord has conducted its own due diligence and inspection of MW-1 and its contents prior to execution of this First Amendment.

(b) EXCLUSION OF LIABILITIES. DISCLAIMER AND RELEASE. MW-1 PROVIDED TO LANDLORD IS PROVIDED BY TENANT AS IS, WHERE IS, AND TENANT MAKES NO WARRANTY, GUARANTEE OR REPRESENTATIONS WITH REGARD TO MW-1 OTHER THAN THE WARRANTY OF TITLE SET OUT ABOVE. TENANT SPECIFICALLY DISCLAIMS AND LANDLORD HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES AND OBLIGATIONS AND LIABILITIES OF TENANT OR ANY TENANT PARTY, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF LANDLORD AGAINST TENANT OR ANY TENANT PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN MW-1 OR ANY OTHER THINGS PROVIDED UNDER THIS FIRST AMENDMENT, INCLUDING BUT NOT LIMITED TO:

- A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF

PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TENANT OR ANY TENANT PARTY; AND

D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF LANDLORD.

**EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES.** NEITHER TENANT NOR ANY TENANT PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF TENANT), OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN MW-1 OR ANY OTHER THINGS PROVIDED IN CONNECTION WITH THIS FIRST AMENDMENT.

**DEFINITIONS.** For the purpose of this section, a "TENANT PARTY" includes The Boeing Company, its divisions, subsidiaries at any remove, any entity controlling, controlled by, or under common control with The Boeing Company, the assignees of each of the foregoing, subcontractors, suppliers and affiliates of each of the foregoing and their respective directors, officers, employees and agents.

**NEGOTIATED AGREEMENT.** Landlord and Tenant agree that the provisions of this Section 1.3(b) have been the subject of discussion and negotiation and are fully understood by the parties, and that the goods and services and the other mutual agreements of the parties set forth in this First Amendment were arrived at in consideration of each of such provisions, specifically including this paragraph.

(c) Landlord assumes all risks and liability whatsoever resulting from the possession, use or disposition of MW-1 from and after the Effective Date. Tenant will have no liability with respect to MW-1 conveyed to Landlord, including having no liability for indirect, incidental or consequential damages.

This Section 1 will survive the consummation of the transactions contemplated by this First Amendment.

2. **Ratification.** The parties hereby ratify and reaffirm their rights and obligations under the Lease as modified by this First Amendment. In the event of a conflict or ambiguity between the Lease and this First Amendment, the terms and provisions of this First Amendment shall control.

3. **Binding.** This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same First Amendment.

**Miscellaneous Provisions Applicable to First Amendment.**

This First Amendment shall be governed by the law of the State of Oklahoma, without reference to its choice of law rules.

No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.




Each party to this First Amendment represents and warrants that it has full legal power, capacity, and authority to enter into this First Amendment.

All references in the Lease or in this First Amendment shall be deemed to mean the Lease as amended by this First Amendment and as the same may be further amended, modified, renewed, supplemented or extended in accordance with its terms to the extent applicable. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Lease. Except as herein above specifically modified, all of the terms and provisions of the Lease (as previously amended or modified) are and shall remain in full force and effect, and the Lease, as amended hereby, the covenants contained herein are ratified by both parties.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment as of the day and year first above written intending to be legally bound hereby.

**LANDLORD:  
OKLAHOMA INDUSTRIES AUTHORITY**

By:   
Name: Clayton I. Bennett  
Title: Chairman  
Date: November \_\_, 2015

Attest: (seal)

  
Name: Catherine O'Connor  
Title: Assistant Secretary

**TENANT:  
THE BOEING COMPANY**

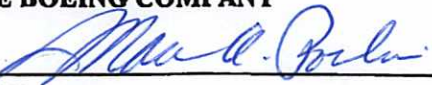
By:   
Name:  
Title: Authorized Signatory  
Date: December 18, 2015



EXHIBIT A

Location of MW-1



EXHIBIT B

DEPTH IN FEET		DIAMETER (inches)	SAMPLE NUMBER AND DESCRIPTION OF MATERIAL	SAMPLE TYPE	TEST RESULTS					
DEPTH IN FEET	DIAMETER (inches)				RECOVERY	POCKET PENETRATION (lb/in <sup>2</sup> )	STRAINING (lb/in <sup>2</sup> )	REB	FRACATURE DEPTH	SEAR STP (lb/in <sup>2</sup> )
0	0		0-0.5' concrete							
5	0		0.5-4' Dark brown stiff dry clay hard							
10	0		4-5.5' red stiff dry clay hard							
15	0		5.5-22' red very friable (falls apart) clay hard & friable							
20	0		22-24' red hard somewhat elastic clay very hard dry							
25	0		24-25' light gray clay layer w/ some sand hard dry							
25	1.4		25-28' red clay w/ gravel 1/4" thick light gray layers hard dry friable (falls apart) in 21.5-24'							
25	0		28-30' red clay hard dry friable w/ one 1" piece gray sandstone clay shaver. falling apart							
30	0		30-40' red dry stiff hard dry somewhat friable some holding together several 1/2" clay layers							
35	0		40-42' very soft friable dry some as hard as red clay							
40	0		42-43' red clay typical. friable like shale							
45	0		43-44' red soft friable red clay moist some sand							
50	0		44-50' red hard clay friable some sand slightly moist							
55	0		50-53' hard stiff dry red clay							

53' <sup>top</sup> well set

DP 29 (5-8') 1110  
 DP 29 (top) 1120

DP 29 (41-42) 1140



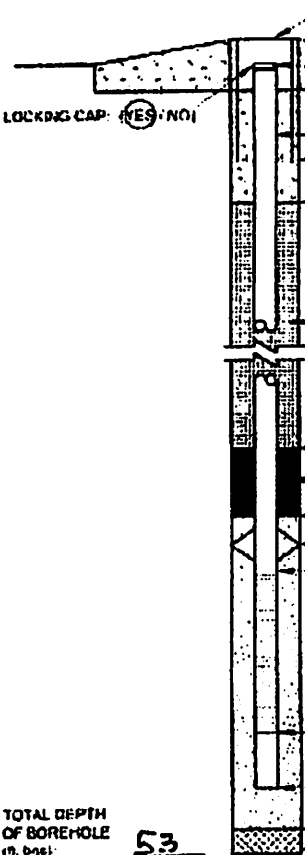
 <b>Golden Age Drilling</b> Houston, Texas		<h2>SOIL BOREHOLE LOG</h2>	
LOCATION: <b>DP-29</b>		SURFACE CONDITIONS: <b>Concrete</b>	
NORTHING: <b>1235° 24.359</b>		WATER SOUNDING:	
EASTING: <b>1197° 24.451</b>		GENERAL NOTES: <b>Water appeared to be encountered @ 48'</b>	
ELEVATION:		BOREHOLE NO: <b>DP29</b>	
LOGGED BY: <b>A. Marlow</b>		SHEET: <b>1 of 1</b>	
DRILLING CONTRACTOR:		DRILLING:	
DRILL NO: <b>C.M.E. 75</b>		START TIME: <b>1020</b>	
		END TIME: <b>1210</b>	
		DATE: <b>1-9-15</b>	
		DATE: <b>1-9-15</b>	

EXHIBIT B (cont.)

		<b>FLUSH-MOUNT MONITORING WELL CONSTRUCTION LOG</b>		<b>MW-1</b>
<b>PROJECT NAME:</b> <u>DISC Phase II</u>		<b>PROJECT NUMBER:</b> <u>113-9351330</u>		
<b>SITE NAME:</b> <u>N/A</u>		<b>LOCATION:</b> <u>N/A</u>		
<b>CLIENT:</b> <u>N/A</u>		<b>SURFACE ELEVATION:</b> <u>N/A</u>		
<b>GEOLOGIST:</b> <u>SEO</u>		<b>NORTHING:</b> <u>N35° 24.389</u>	<b>EASTING:</b> <u>W 97° 24.451</u>	
<b>DRILLER:</b> <u>West Drilling</u>		<b>STATIC WATER LEVEL:</b> <u>N/A</u>		<b>COMPLETION DATE:</b> <u>1/13/2015</u>
<b>DRILLING COMPANY:</b> <u>—</u>		<b>DRILLING METHODS:</b> <u>HS</u>		

<b>GROUND SURFACE ELEVATION:</b> <u>N/A</u>
<b>TOP OF CASINO ELEVATION:</b> <u>N/A</u>
<b>DIAMETER OF RISER PIPE (in.):</b> <u>2-inch</u>
<b>DIAMETER OF BOREHOLE (in.):</b> <u>7.25</u>
<b>CONCRETE SEAL DEPTH (ft. bgs):</b> <u>2</u>
<b>TYPE AND AMOUNT OF ANNULAR SEAL:</b> <u>Cement / Bentonite Grout</u>
<b>TOP OF BENTONITE SEAL DEPTH (ft. bgs):</b> <u>40</u>
<b>TYPE AND AMOUNT OF BENTONITE SEAL:</b> <u>Med. Bentonite chips</u>
<b>TOP OF SAND PACK DEPTH (ft. bgs):</b> <u>42</u>
<b>CENTRALIZER (yes/no) - TYPE:</b> <u>None</u>
<b>TOP OF SCREEN DEPTH (ft. bgs):</b> <u>43</u>
<b>TYPE OF SCREEN:</b> <u>Sch 40 PVC .010 FT</u>
<b>SCREEN SLOT SIZE (in.):</b> <u>.010</u>
<b>SIZE OF SAND PACK:</b> <u>#20 20/40 Silica</u>
<b>AMOUNT OF SAND:</b> <u>NA</u>
<b>BOTTOM OF SCREEN DEPTH (ft. bgs):</b> <u>52.5</u>
<b>BOTTOM OF WELL DEPTH (ft. bgs):</b> <u>53</u>
<b>BOTTOM OF FILTER PACK (ft. bgs):</b> <u>53</u>
<b>TYPE AND AMOUNT OF PACKING:</b> <u>None.</u>

**TOTAL DEPTH OF BOREHOLE (ft. bgs):** 53

**ADDITIONAL NOTES:** Converted from temporary well DP-29/T-29 to permanent MW-1

ATTACHMENT B

**Second Amendment to Lease Agreement**

This **Second Amendment to Lease Agreement** (this "**Second Amendment**") is made effective as of the 29<sup>th</sup> day of May, 2020, by **Oklahoma Industries Authority**, an Oklahoma public trust with Oklahoma County, Oklahoma as its beneficiary, ("**Landlord**") and **The Boeing Company**, a Delaware corporation, ("**Tenant**"). Landlord and Tenant are the "**Parties**".

**RECITALS:**

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 1, 2015, by terms of which Tenant leases from Landlord and Landlord leases to Tenant parcels of land containing approximately 33.5249 acres (the "**Premises**") and located in Oklahoma City, Oklahoma more particularly described in the Lease; and

WHEREAS, Landlord and Tenant entered into that certain First Amendment to Agreement of Lease effective December 18, 2015, that First Amendment to Agreement of Lease and the Lease Agreement being collectively referred to as the "**Lease**"; and

WHEREAS, Landlord and Tenant mutually desire to further amend the Lease as set forth below; and

WHEREAS, all capitalized terms used in this Second Amendment which are not defined herein shall have the meanings given to them in the Lease, unless the context otherwise requires.

**NOW, THEREFORE**, the Parties, in consideration of the mutual promises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Use of South Parking Property; Veterans' Honor Wall and Landscaping.** The Lease is amended to allow Tenant to construct and maintain a Veterans' Honor Wall and landscaping in the South Parking Property. Accordingly, Section 1.4 (b) regarding the South Parking Property; Section 1.9, *Permitted Uses*; Section 8.1, *Permitted Uses*; and Section 9.1, *Compliance with Laws in General and Due Care Obligations*, of the Lease are hereby amended to provide for the additional permitted use of the South Parking Property as a location for a Veterans' Honor Wall and landscaping. Construction and maintenance of the Veterans' Honor Wall and landscaping will be at Tenant's sole risk and expense, and Tenant will be solely responsible for all such maintenance, including the maintenance responsibilities provided for in Section 10.2, *Repairs and Maintenance*. The Veterans' Honor Wall is generally depicted on Exhibit A.

2. **Option to Expand Premises.** Section 2.4 of the Lease is deleted in its entirety and replaced with the following:

**2.4 Option to Expand the Premises.** Landlord hereby grants to Tenant the right to expand the Premises at any time and from time to time by converting all or any part of the South Parking Property and all or any part of the Amenity

Parcel to a part of the Premises (each such option, an “Option to Expand”). If Tenant wishes to exercise an Option to Expand, Tenant shall deliver notice of such exercise to Landlord during the first seven (7) years following the Lease Commencement Date, identifying the portion or portions of the South Parking Property or the Amenity Parcel that is to be converted to part of the Premises and the effective date on which such expansion is to take effect. The Base Rent shall be increased by One and 00/100 Dollar (\$1.00) per year whenever the Option to Expand is exercised and an area is thereby added to the Premises. Any area that is incorporated into the Premises by reason of one or more exercises by Tenant of an Option to Expand shall be deemed part of the Premises for all purposes of this Lease, effective upon the date on which such Option to Expand takes effect.

Tenant shall use commercially reasonable good faith efforts to provide Landlord with information related to Tenant’s plans to exercise the Option to Expand. If Tenant has not exercised the Option to Expand with respect to any portion of the South Parking Property or any portion of the Amenity Parcel within the first seven (7) years following the Lease Commencement Date, the Option to Expand shall expire upon the seventh anniversary of the Lease Commencement Date with respect to those areas with respect to which Tenant has not exercised the Option to Expand.

3. Ratification. The Parties hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Amendment. In the event of a conflict or ambiguity between the Lease and this Second Amendment, the terms and provisions of this Second Amendment shall control.

4. Binding. This Second Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Second Amendment.

Miscellaneous Provisions Applicable to this Second Amendment.

This Second Amendment shall be governed by the law of the State of Oklahoma, without reference to its choice of law rules.

This Second Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to this subject matter (other than the unamended provisions of the Agreement) and contains together with the unamended provisions of the Lease the entire agreement between and the final expression of the Parties with respect to the subject matter hereof.

No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless

it is in writing and executed by the party to be bound thereby.

Each party to this Second Amendment represents and warrants that it has full legal power, capacity and authority to enter into this Second Amendment.

All references in the Lease or in this Second Amendment shall be deemed to mean the Lease as amended by this Second Amendment and as the same may be further amended, modified, renewed, supplemented or extended in accordance with its terms to the extent applicable. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Lease. Except as herein above specifically modified, all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, and the covenants contained herein are ratified by the Parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written intending to be legally bound hereby.

LANDLORD:  
**OKLAHOMA INDUSTRIES AUTHORITY**

By: Catherine O'Connor  
Name: Catherine O'Connor  
Title: General Manager  
Date: 5/28/2020

TENANT:  
**THE BOEING COMPANY**

DocuSigned by:  
Scott Rightnowar  
By: 4E3B79B6C9A646A  
Name: Scott Rightnowar  
Title: Authorized Signatory  
Date: 5/28/2020



### Exhibit A to Second Amendment to Agreement of Lease



**Key:**

Blue and green dots: flag poles (e.g. USA, OK, Armed Services, POW, Boeing)

Straight lines: anticipated wall locations

Irregular green circles with red dots: anticipated locations for Survivor Tree plantings (American Elm)

ATTACHMENT C

**Third Amendment to Lease Agreement**

This **Third Amendment to Lease Agreement** (this “Third Amendment”) is made effective as of the \_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”), by and between **Oklahoma Industries Authority**, a public trust with Oklahoma County, Oklahoma as the beneficiary, (“Landlord”) and **The Boeing Company**, a Delaware corporation, (“Tenant”). Landlord and Tenant are the “Parties.”

**Recitals**

A. Landlord and Tenant are parties to that certain Lease Agreement dated June 1, 2015 covering certain premises in Oklahoma County, Oklahoma, as amended by the First Amendment to Agreement of Lease effective December 18, 2015 and the Second Amendment to Lease Agreement effective May 29, 2020 (the “Lease”).

B. The Parties mutually desire to further amend the Lease as set forth below.

**NOW, THEREFORE**, the Parties, in consideration of the mutual promises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Option to Expand Premises. Section 2.4 of the Lease is deleted in its entirety and replaced with the following:

**2.4 Option to Expand the Premises.** Landlord hereby grants to Tenant the right to expand the Premises at any time and from time to time by converting all or any part of the South Parking Property and all or any part of the Amenity Parcel to a part of the Premises (each such option, an “Option to Expand”). If Tenant wishes to exercise an Option to Expand, Tenant shall deliver notice of such exercise to Landlord during the first nine (9) years following the Lease Commencement Date, identifying the portion or portions of the South Parking Property or the Amenity Parcel that is to be converted to part of the Premises and the effective date on which such expansion is to take effect. The Base Rent shall be increased by One and 00/100 Dollar (\$1.00) per year whenever the Option to Expand is exercised and an area is thereby added to the Premises. Any area that is incorporated into the Premises by reason of one or more exercises by Tenant of an Option to Expand shall be deemed part of the Premises for all purposes of this Lease, effective upon the date on which such Option to Expand takes effect.

Tenant shall use commercially reasonable good faith efforts to provide Landlord with information related to Tenant’s plans to exercise the Option to Expand. If Tenant has not exercised the Option to Expand with respect to any portion of the South Parking Property or any portion of the Amenity Parcel within the first nine (9) years following the Lease Commencement Date, the Option to Expand shall expire upon the ninth anniversary of the Lease Commencement Date with respect to those areas with respect to which Tenant has not exercised the Option to Expand.



2. Ratification. The Parties hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Third Amendment. In the event of a conflict or ambiguity between the Lease and this Third Amendment, the terms and provisions of this Third Amendment will control.

3. Binding. This Third Amendment will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

4. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which will constitute an original instrument, but all of which will constitute one and the same Third Amendment.

5. Miscellaneous Provisions Applicable to this Third Amendment.

A. This Third Amendment will be governed by the law of the State of Oklahoma, without reference to its choice of law rules.

B. This Third Amendment supersedes any prior agreements, negotiations and communications, oral or written, with respect to this subject matter (other than the unamended provisions of the Agreement) and contains together with the unamended provisions of the Lease the entire agreement between and the final expression of the Parties with respect to the subject matter hereof.

C. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

D. Each party to this Third Amendment represents and warrants that it has full legal power, capacity, and authority to enter into this Third Amendment.

E. All references in the Lease or in this Third Amendment shall be deemed to mean the Lease as amended by this Third Amendment and as the same may be further amended, modified, renewed, supplemented or extended in accordance with its terms to the extent applicable. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Lease. Except as herein above specifically modified, all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, and the covenants contained herein are ratified by the Parties.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Third Amendment as of the day and year first above written intending to be legally bound hereby.

[Remainder of page intentionally blank – signature page follows]

Signed and delivered on the dates indicated below, effective as of the Effective Date.

Landlord:  
**Oklahoma Industries Authority**

Tenant:  
**The Boeing Company**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

RESOLUTION

WHEREAS, pursuant to its Trust Indenture, as amended, for the use and benefit of Oklahoma County, Oklahoma, under the authority and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 et seq., as amended (the "Act"), Oklahoma Industries Authority (“the Authority”) has been duly created and established as a public trust for public purposes as therein provided;

WHEREAS, the purpose of the Trust includes to promote and encourage the development of industry and commerce and thereby provide facilities and additional employment and activities that will benefit and strengthen the economy of The County of Oklahoma County and the State of Oklahoma, and the health, safety, and welfare of its citizens;

WHEREAS, the Trust purpose also includes to construct, extend, install, enlarge and otherwise deal in any property, buildings, improvements, and facilities of every nature which may be useful in securing, developing, and maintaining industry;

WHEREAS, there has been a request to redevelop vacant real property located north of NW 10th Street, between Virginia Avenue and Ellison Avenue, to mixed use development with commercial and housing components, including affordable housing (“NW 10th Street Redevelopment Project”);

WHEREAS, this property is currently owned by The City of Oklahoma City and the City has sought the Authority’s assistance in developing this property;

WHEREAS, in order to effectively redevelop the property and make affordable housing possible, the property requires construction of water and sewer infrastructure;

WHEREAS, Oklahoma County received approximately \$154,292,000 of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (“ARPA”);

WHEREAS, Oklahoma County was accepting applications for projects seeking ARPA funded infrastructure grants and the deadline for submissions was March 17, 2023;

WHEREAS, due to the pending deadline, staff submitted an application to Oklahoma County for a \$1,300,000 ARPA funded grant for the NW 10th Street Redevelopment Project water and sewer infrastructure;

WHEREAS, staff recommends the Authority partner with The City of Oklahoma City for the redevelopment of the NW 10th Street Property and that the Authority ratify the application for Oklahoma County ARPA grant.

NOW, THEREFORE, BE IT RESOLVED by the Authority that it agrees to participate in the NW 10th Street Redevelopment Project subject to an agreement with The City of Oklahoma City providing the terms for transfer of the real property.

BE IT FURTHER RESOLVED, by the Authority that the application for an \$1,300,000 Oklahoma County ARPA grant submitted by the General Manager on behalf of the Authority is ratified and determined to be in the best interest of the Authority and Oklahoma County.

BE IT FURTHER RESOLVED by the Authority that the General Manager is hereby authorized and directed to execute a grant agreement and any additional documents associated with the Oklahoma County grant process upon review and approval by General Counsel, and to take all necessary action to implement and administer the grant.

ADOPTED on \_\_\_\_\_, 2023.

OKLAHOMA INDUSTRIES AUTHORITY

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary