

## AGENDA

**Special Meeting and Public Hearing of  
The Trustees of Oklahoma Industries Authority (the “Authority”)  
Tuesday, September 26, 2017 at 10:00 a.m.  
The Alliance for Economic Development  
Conference Room  
105 North Hudson, Suite 101**

Presiding: Clayton I. Bennett, Chair

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

- 2252 Determination of Quorum
- 2253 Consider and approve Minutes for Meeting held on Tuesday, February 7, 2017
- 2254 Consider and Receive Quarterly Financial Statements for Oklahoma Industries Authority for the period ending June 30 2017
- 2255 Approve New Budget for FY 2017/2018
- 2256 Consider and Approve a Resolution Approving, Authorizing, Ratifying, Renewing and Extending an Agreement for Economic Development Services with The Alliance for Economic Development of Oklahoma City, Inc., and Further Authorizing the Chair (or Vice-chair) to take Actions Necessary to Effectuate the Provisions of the Resolution, and to Approve and Authorize Other Actions Regarding the Operation and Management of the Authority, Including the Pursuit of Economic Development Prospects, and to Authorize Necessary Funding for Same.
- 2257 Consideration and Possible Action with Respect to a Resolution Authorizing the Oklahoma Industries Authority to issue its Revenue Notes, Series 2017 (Oklahoma City University Project) in the total Aggregate Principal Amount not to exceed \$52,500,000 (The “Notes”); Authorizing the General Manager to Conduct a Public Hearing, if necessary; Waiving Competitive Bidding and Authorizing said Notes to be Sold on a Negotiated Basis; Approving and Authorizing an Amendment to Note Indenture or in the Alternative Execution of a New Note Indenture and/or any Supplemental Note Indenture thereto Securing the Authority’s Notes; Approving and Authorizing Execution of an Amendment to Loan Agreement or in the Alternative a New Loan Agreement by and between The Authority And Oklahoma City University (The “University”) Securing the Notes; Providing that the Organizational Document Creating The Authority is Subject to the Provisions of the Indenture; Authorizing and Directing the Execution of said Notes and other Documents

Relating to the Transaction, including Professional Services Agreements; and Containing other Provisions Relating Thereto.

- 2258 Consider and approve a Resolution authorizing and approving a Memorandum of Understanding (“MOU”) among Oklahoma Industries Authority (“OIA”); TC Oklahoma Development, Inc., a Delaware corporation; Battelle Oklahoma, LLC, an Oklahoma limited liability company; and Trammell Crow Company, LLC, a Delaware limited liability company (successor by merger to Trammell Crow Company) for the acquisition and purchase of leasehold interests and other rights regarding property in the vicinity of S.E. 59<sup>th</sup> St and Douglas Blvd. associated with the Maintenance, Repair, and Overhaul Technology Center (“MROTC Project”) at a purchase price not to exceed \$1,800,000; and authorizing, OIA officers (i) to take necessary and desirable actions contemplated by or in furtherance of the MOU, to include approval of agreements and other documents and the creation of a limited liability company with OIA as its beneficial owner, (ii) to close the transaction contemplated by the MOU, and thereafter (iii) to manage and operate the MROTC Project, all for and on behalf of OIA.
- 2259 Consider and Approve a Resolution Authorizing and Approving Terms of Settlement for the Sale, Release, and Transfer of Rights in Property Associated with the Presbyterian Professional Building at 711 Stanton L. Young Blvd. in Oklahoma City, Oklahoma, And Authorizing Officers of the Authority to effectuate same
- 2260 Receive and discuss report of General Manager, and possible actions related thereto
- 2261 Adjournment

MINUTES OF SPECIAL MEETING  
OF THE  
OKLAHOMA INDUSTRIES AUTHORITY  
TUESDAY, FEBRUARY 7, 2017 - 2:00 P.M.  
THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKC  
CONFERENCE ROOM  
105 NORTH HUDSON, #101

PRESENT: Clayton Bennett, Chairman  
Roy Williams  
J.W. Mashburn  
Kirk Humphreys

ABSENT: Ronald Norick

ALSO: Jered Davidson, Public Finance Law Firm  
Tom Knight, Grant Thornton  
Randy Young, OKC Chamber of Commerce  
Rick Godfrey, Oklahoma Industries Authority  
John Williams; Carla Sharpe, Williams, Box, Forshee & Bullard  
Cathy O'Connor, Geri Kenfield-Harlan, Pam Lunnon & Mitchell  
Moore, The Alliance for Economic Development of OKC  
Neila Crank-Clements, ProgressOKC

PRESIDING: Chairman, Clayton Bennett

The Trustees of Oklahoma Industries Authority met in the Conference Room of the Alliance Offices, at 105 North Hudson, Suite 101; Oklahoma City, Oklahoma pursuant to public notice thereof in writing, delivered to the County Clerk of Oklahoma Country. The notice/agenda was posted/filed at the Authority's Principal Office at 105 N. Hudson, Suite 101 on Friday, February 3, 2016.

2244 *The Chairman determined there was a quorum and called the meeting to order at 2:03 p.m.*

2245 *Chairman asked for approval of minutes for meeting held on Thursday, November 10, 2016*

Mr. Humphreys moved the approval of the minutes, 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 and Mr. Mashburn, yes.

**Minutes Approved**

- 2246 *Report and Receive Financial Statements and Report of Independent Certified Public Accountants, Oklahoma Industries Authority, Oklahoma County – June 30, 2016 and 2015*

***Presentation of Audit:*** Presentation made by Tom Knight from Grant Thornton.

Mr. Williams moved to receive the audit, 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; and Mr. Mashburn, yes.

**Audit Received**

- 2247 *Report and Receive Quarterly Financial Statements for Oklahoma Industries Authority for the periods ending September 30, 2016*

***Presentation of Financials:*** Presentation made by Geri Kenfield-Harlan of The Alliance for Economic Development of OKC.

Mr. Humphreys moved to receive the financials, 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; and Mr. Mashburn, yes.

**Financials Received**

- 2248 *Consider and approve a resolution authorizing a loan to Progress OKC; approving and authorizing execution and delivery of a loan agreement, other agreements and additional authorizations and documents supporting and advancing the transaction and administration of the loan*

***Discussion:*** Ms. O'Connor explained this is a resolution to authorize a loan to ProgressOKC to provide interim financing for improvements to the historic Page Woodson School. The school was purchased a few years ago by Ron Bradshaw from the school district and since then Mr. Bradshaw has been working with the Oklahoma City Urban Renewal Authority to renovate the school building into affordable housing. The wing where the auditorium is located has been leased to ProgressOKC to be made available to the community. They are using some affordable housing tax credits to help renovate the auditorium space in addition to some tax increment financing funding from the Oklahoma City Redevelopment Authority. In order to comply with the IRS rules for the space it has to be used for services for the low income community.

Ms. O'Connor stated this is a great opportunity for the OIA and other entities involved to bring this historic building back to life and celebrate its history. It was a very important part of the black community here in Oklahoma City. ProgressOKC is in the process of raising funds thru foundation grants and individual contributions. The building is to be

completed in April, 2017, but additional funding is needed to provide for the audio, lighting, curtains and the stage equipment to finish out the space. ProgressOKC is hoping to have all money raised within the next 24 months. The auditorium will have 650 seats when it is finished. Below the auditorium is around 4,000 sq. ft. of space that will be leased out.

Mr. Williams stated this will be a loan not a grant from the Authority, the loan is in the amount of \$450,000, has a twenty-four month term at 3% interest rate. Trustees were very much in favor of being a part of this project.

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; and Mr. Mashburn, yes.

***Resolution Approved***

2249 ***Report regarding status of MROTC project previously financed by the Authority***

***Discussion:*** Mr. Williams explained some fifteen years ago OIA financed the hangars for the MROTC Project on a conduit basis. This project was originally proposed by the Battelle Corporation of Ohio, but over time transferred their rights to Trammell Crow. It was first proposed that Battelle then Trammell Crow would market and develop the larger extensive MROTC Master Plan, but none of this development has ever happened. Trammell Crow closed their Oklahoma City office and the people who service this account are in Chicago. Randy Young with the Oklahoma City Chamber of Commerce has been working with Trammell Crow's representative in Chicago. We have determined there is certain urgency in the next few years to get control of this property.

Mr. Young stated aircraft workload has increased for Tinker so they have a sub-lease with Boeing for those three hangars which are on about 53 acres. Over the years property has been acquired and transferred to Tinker. Mr. Young has had several conversations with Trammell and they are in the process of discussing details and price. Tinker has the lease on the property until June, 2020.

Mr. Williams explained the work going on now in the MROTC hangars is being done by Tinker, this work cannot be done beyond June, 2020 because of a capital lease rule. Mr. Young explained the capital lease rule is a statute, basically what it says is a company can only invest so much money or percentage of the fair market value of a facility in their lease payments. Tinker will be at that cap at the end of their lease in June, 2020. They can no longer put any additional monies into that facility without owning it. The debt on this facility will be paid off in November, 2023.

Mr. Humphreys asked does Trammel Crow have any ownership in the property? Mr. Williams replied, yes they have options, they have a leasehold now and they will have a

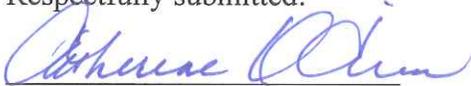
leasehold even after the debt is paid. What we would like to accomplish is for OIA to get control of property and make it available to the Airforce. If the facility goes to the Airforce it will create jobs and help build the community. These hangars would make Tinker competitive in the future in terms of being able to effectively bid on work. OIA Trustees would like to do whatever is best for Tinker AFB.

2250 *Receive and discuss report of General Manager, and possible actions related thereto.*

**Discussion:** Payment to the Native American Indian Cultural has not been done because of a provision in the resolution. There also has been no discussion or update on the HCA transaction.

2251 There being no further business to come before the Board, the meeting was adjourned at 3:12 p.m.

Respectfully submitted:



Catherine O'Connor  
General Manager

Recorded by:



Pam Lunnon  
Executive Assistant

Financial Statements  
of  
Oklahoma Industries Authority  
For the Period Ended June 30, 2017

Oklahoma Industries Authority  
Statement of Net Assets  
June 30, 2017

**ASSETS**

**Current Assets**

Cash & Cash Equivalents		
Cash - BOK Admin 7078	\$	4,166
Short Term Cash - Summit Machine		2,159,102
Short Term Cash - Revenue Fund		2,680,806
Total Cash & Cash Equivalents		\$ 4,844,073
Accrued Int. Receivable-PF		2,387
Accounts Receivable		3,609
Prepaid Insurance		6,072
Note Receivable - Progress OKC		62,398
Total Current Assets		4,918,538

**Fixed Assets**

Office Equipment	40,218
Software	1,743
Sanitary Sewers	19,137
Water Mains	4,542
Industrial Land - Unit Parts	139,081
Industrial Property	605,577
Industrial Equipment	57,936
Earnest - 7050 SE 59th	10,000
Property - 4725 SE 59th	160,820
Thomas Estell Land	401,263
Unit Parts Office Renovation	815,057
Unit Parts 2nd Renovation	1,081,272
MROTC - Land	697,000
MROTC - Building & Tow-way	28,482,739
Boeing Land-FY15	1,362,845
Accumulated Depreciation	(6,888,274)
Total Fixed Assets	26,990,956

**Appropriated Assets**

Cash & Cash Equivalents		
Princ Cash Tinker Project Fund	41	
Short Term Cash Spec. Res. AF	764,388	
Accrued Int. Receivable - AF	375	
Investments		
Fixed Inc-Special Reserve FdAF	284,147	
Total Appropriated Assets		1,048,952
Total Assets		\$ 32,958,446

Oklahoma Industries Authority  
Statement of Net Assets  
June 30, 2017

**LIABILITIES AND NET ASSETS**

**Current Liabilities**

Accounts Payable	\$	27,354	
Unearned Income		1,249	
Deferred Grant Revenue, current portion		54,017	
Note Payable - MROTC, current portion		<u>1,832,927</u>	
<b>Total Current Liabilities</b>			\$ 1,915,548

**Long-Term Liabilities**

Note Payable - MROTC		12,099,625	
Deferred Grant Revenue		2,160,678	
<b>Total Long-Term Liabilities</b>			14,260,302

**Net Assets**

Project Fund - Begin Balance		14,898,304	
Appropriated FD - Begin Balance		1,263,831	
Change in Net Assets		<u>620,461</u>	
<b>Total Net Assets</b>			<u>16,782,596</u>

<b>Total Liabilities and Net Assets</b>			<u><u>\$ 32,958,446</u></u>
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Oklahoma Industries Authority  
Income Statement  
For the Three Months and Twelve Months Ending June 30, 2017

	Current Period		Year to Date	
<b>Revenues</b>				
Lease Revenue - PF	\$ 61,801	8.19	\$ 247,202	8.19
MROTC Dev Prtnrs Fee Income	3,750	0.50	15,000	0.50
Admin. - 1/8 of 1%	21,718	1.82	69,664	1.82
Interest Income - PF	10,737	0.34	83,891	0.34
Interest Income - AF	1,006	0.99	15,857	0.99
Asset Change in Value	(839)	(0.54)	(72,070)	(0.54)
MROTC Revenue	669,570	88.70	2,678,280	88.70
<b>Total Revenues</b>	<u>767,744</u>	100.00	<u>3,037,824</u>	100.00
<b>Operating Expenses</b>				
Contract Services	69,100	9.00	263,200	8.66
Bank Trustee Fees - PF	-	0.00	2,500	0.08
Legal Expenses	39,200	5.11	169,670	5.59
Professional Services	6,600	0.86	81,121	2.67
Insurance - PF	1,769	0.23	7,031	0.23
Office Expense - PF	136	0.02	1,083	0.04
Dues & Subscriptions	-	0.00	2,616	0.09
Depreciation Expense	12,074	1.57	48,298	1.59
Depreciation Expense - MROTC	142,414	18.55	569,655	18.75
Interest Expense	214,831	27.98	898,507	29.58
4725 SE 59th St Expenses	-	0.00	24,664	0.81
Other Expense	-	0.00	1,020	0.03
<b>Total Operating Expenses</b>	<u>486,124</u>	63.32	<u>2,069,364</u>	67.27
<b>Other Revenues/Expenses</b>				
Dist-benefit other gov. - Chamber	<u>12,000</u>	1.56	<u>348,000</u>	11.46
<b>Total Other Revenues/Expenses</b>	<u>12,000</u>	1.56	<u>348,000</u>	11.46
 <b>Change in Net Assets</b>	 <u><u>\$ 269,620</u></u>	 35.12	 <u><u>\$ 620,461</u></u>	 21.27

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Apr 1, 2017 to Jun 30, 2017**

<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	4/1/17	Beginning Balance			4,165.54
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>4,165.54</b>
Principal Cash - Rev Fund 14/1/17		Beginning Balance			-1,332,244.13
Principal Cash - Rev Fund 14/3/17		The Alliance for Economic Dev.		20,833.34	
Principal Cash - Rev Fund 14/3/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7	20,833.34		
Principal Cash - Rev Fund 14/3/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		903.58	
Principal Cash - Rev Fund 14/5/17		GE Oil & Gas Esp, Inc.	18,600.00		
Principal Cash - Rev Fund 14/6/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		18,600.00	
Principal Cash - Rev Fund 14/18/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		1,250.00	
Principal Cash - Rev Fund 14/18/17		MROTC Development Partners, LL	1,250.00		
Principal Cash - Rev Fund 14/20/17		Cox Communications, Inc.		45.58	
Principal Cash - Rev Fund 14/20/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7	45.58		
Principal Cash - Rev Fund 14/5/1/17		Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 14/5/1/17		The Alliance for Economic Dev.		20,833.34	
Principal Cash - Rev Fund 14/5/1/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7	20,833.34		
Principal Cash - Rev Fund 14/5/1/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		1,077.27	
Principal Cash - Rev Fund 14/5/5/17		GE Oil & Gas Esp, Inc.	18,600.00		
Principal Cash - Rev Fund 14/5/5/17		Insurica Insurance		4,066.16	
Principal Cash - Rev Fund 14/5/5/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		20,600.00	
Principal Cash - Rev Fund 14/5/8/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7	4,066.16		
Principal Cash - Rev Fund 14/5/9/17		OK Medical Research Foundation	2,500.00		
Principal Cash - Rev Fund 14/5/11/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		2,500.00	
Principal Cash - Rev Fund 14/5/15/17		MROTC Development Partners, LL	1,250.00		
Principal Cash - Rev Fund 14/5/17/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		1,250.00	
Principal Cash - Rev Fund 14/5/19/17		Cox Communications, Inc.		45.31	
Principal Cash - Rev Fund 14/5/19/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7	45.31		
Principal Cash - Rev Fund 14/6/1/17		Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 14/6/1/17		Oklahoma City University	13,075.22		
Principal Cash - Rev Fund 14/6/1/17		The Boeing Co., c/o MBG Consul	1.00		
Principal Cash - Rev Fund 14/6/1/17		The Alliance for Economic Dev.		20,833.34	
Principal Cash - Rev Fund 14/6/1/17		ProgressOKC		62,397.56	
Principal Cash - Rev Fund 14/6/1/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		1,183.37	
Principal Cash - Rev Fund 14/6/2/17		GE Oil & Gas Esp, Inc.	18,600.00		
Principal Cash - Rev Fund 14/6/2/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7	49,554.68		
Principal Cash - Rev Fund 14/6/19/17		MROTC Development Partners, LL	1,250.00		
Principal Cash - Rev Fund 14/6/19/17		Purchase/Sell BOK Cash Fund I 81-4051-01-7		1,250.00	
Principal Cash - Rev Fund 14/6/20/17		Williams, Box, Forshee & Bulla		3,517.50	
Principal Cash - Rev Fund 14/6/20/17		Williams, Box, Forshee & Bulla		5,191.50	
Principal Cash - Rev Fund 14/6/20/17		Williams, Box, Forshee & Bulla		120.00	
Principal Cash - Rev Fund 14/6/20/17		Williams, Box, Forshee & Bulla		1,170.00	

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Apr 1, 2017 to Jun 30, 2017**

<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 1	6/20/17	Williams, Box, Forshee & Bulla		22,680.00	
Principal Cash - Rev Fund 1	6/20/17	Cox Communications, Inc.		45.31	
Principal Cash - Rev Fund 1	6/20/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	32,724.31		
Principal Cash - Rev Fund 1	6/27/17	American Cancer Society, Inc.	2,534.38		
Principal Cash - Rev Fund 1	6/27/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		2,534.38	
Principal Cash - Rev Fund 1	6/30/17	Rick Godfrey		6,600.00	
Principal Cash - Rev Fund 1	6/30/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	6,600.00		
Principal Cash - Rev Fund 1017		Change	216,363.32	219,527.54	-3,164.22
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-1,335,408.35</b>
Principal Cash - Summit Ma	4/1/17	Beginning Balance			
Principal Cash - Summit Ma	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3		603.42	
Principal Cash - Summit Ma	4/5/17	Transferto/from princ&income 81-4051-03-3	603.42		
Principal Cash - Summit Ma	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3		722.93	
Principal Cash - Summit Ma	5/5/17	Transferto/from princ&income 81-4051-03-3	722.93		
Principal Cash - Summit Ma	5/15/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3		304,500.00	
Principal Cash - Summit Ma	5/15/17	Tulsa County OK Indl Auth Cap	300,000.00		
Principal Cash - Summit Ma	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3		867.01	
Principal Cash - Summit Ma	6/5/17	Transferto/from princ&income 81-4051-03-3	5,367.01		
Principal Cash - Summit Mach.		Change	306,693.36	306,693.36	
Income Cash - Revenue Fun	4/1/17	Beginning Balance			1,332,244.13
Income Cash - Revenue Fun	4/3/17	Interest Income	903.58		
Income Cash - Revenue Fun	5/1/17	Interest Income	1,077.27		
Income Cash - Revenue Fun	6/1/17	Interest Income	1,183.37		
Income Cash - Revenue Fund		Change	3,164.22		3,164.22
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>1,335,408.35</b>
Income Cash - Summit Macl	4/1/17	Beginning Balance			
Income Cash - Summit Macl	4/5/17	Transferto/from princ&income 81-4051-03-3		603.42	
Income Cash - Summit Macl	4/30/17	Interest Income	603.42		
Income Cash - Summit Macl	5/1/17	Interest Income	722.93		
Income Cash - Summit Macl	5/5/17	Transferto/from princ&income 81-4051-03-3		722.93	
Income Cash - Summit Macl	5/15/17	Tulsa County OK Indl Auth Cap	4,500.00		
Income Cash - Summit Macl	6/1/17	Interest Income	867.01		
Income Cash - Summit Macl	6/5/17	Transferto/from princ&income 81-4051-03-3		5,367.01	
Income Cash - Summit Machine		Change	6,693.36	6,693.36	
Short Term Cash - Summit M	4/1/17	Beginning Balance			1,852,408.25
Short Term Cash - Summit M	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3	603.42		
Short Term Cash - Summit M	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3	722.93		
Short Term Cash - Summit M	5/15/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3	304,500.00		

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Apr 1, 2017 to Jun 30, 2017**

<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 - Summit Mach	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-03-3	867.01		
Short Term Cash - Summit Mach		Change	306,693.36		306,693.36
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>2,159,101.61</b>
Fixed Income - Summit Mac	4/1/17	Beginning Balance			300,729.00
Fixed Income - Summit Mac	4/23/17	Adjust market value of fixed income investments 81-4051-03-3		516.00	
Fixed Income - Summit Mac	5/15/17	Tulsa County OK Inld Auth Cap - Proceeds at maturity		300,000.00	
Fixed Income - Summit Mac	5/31/17	Adjust market value of fixed income investments 81-4051-03-3	6,957.00		
Fixed Income - Summit Mac	5/31/17	Adjust market value of fixed income investments 81-4051-03-3		7,170.00	
Fixed Income - Summit Mac Prin		Change	6,957.00	307,686.00	-300,729.00
Short Term Cash - Revenue	4/1/17	Beginning Balance			2,764,359.92
Short Term Cash - Revenue	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		20,833.34	
Short Term Cash - Revenue	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	903.58		
Short Term Cash - Revenue	4/6/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	18,600.00		
Short Term Cash - Revenue	4/18/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	1,250.00		
Short Term Cash - Revenue	4/20/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		45.58	
Short Term Cash - Revenue	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		20,833.34	
Short Term Cash - Revenue	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	1,077.27		
Short Term Cash - Revenue	5/5/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	20,600.00		
Short Term Cash - Revenue	5/8/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		4,066.16	
Short Term Cash - Revenue	5/11/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	2,500.00		
Short Term Cash - Revenue	5/17/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	1,250.00		
Short Term Cash - Revenue	5/19/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		45.31	
Short Term Cash - Revenue	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	1,183.37		
Short Term Cash - Revenue	6/2/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		49,554.68	
Short Term Cash - Revenue	6/19/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	1,250.00		
Short Term Cash - Revenue	6/20/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		32,724.31	
Short Term Cash - Revenue	6/27/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7	2,534.38		
Short Term Cash - Revenue	6/30/17	Purchase/Sell BOK Cash Fund I 81-4051-01-7		6,600.00	
Short Term Cash - Revenue Fund		Change	51,148.60	134,702.72	-83,554.12
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>2,680,805.80</b>
Accrued Int. Receivable-PF	4/1/17	Beginning Balance			1,507.00
Accrued Int. Receivable-PF	4/3/17	Interest Income		903.58	
Accrued Int. Receivable-PF	4/30/17	Interest Income		603.42	
Accrued Int. Receivable-PF	4/30/17	Accrue Summit Machine Interest Income 81-4051-03-3	722.93		
Accrued Int. Receivable-PF	4/30/17	Accrue Master Rev Interest Income 81-4051-01-7	1,077.27		
Accrued Int. Receivable-PF	5/1/17	Interest Income		722.93	
Accrued Int. Receivable-PF	5/1/17	Interest Income		1,077.27	
Accrued Int. Receivable-PF	5/31/17	Accrue Summit Machine Interest Income 81-4051-03-3	867.01		
Accrued Int. Receivable-PF	5/31/17	Accrue Master Rev Interest Income 81-4051-01-7	1,183.37		

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Accrued Int. Receivable-PF	6/1/17	Interest Income		1,183.37	
Accrued Int. Receivable-PF	6/1/17	Interest Income		867.01	
Accrued Int. Receivable-PF	6/30/17	Accrue Summit Machine Interest Income 81-4051-03-3	1,059.44		
Accrued Int. Receivable-PF	6/30/17	Accrue Master Rev Interest Income 81-4051-01-7	1,327.29		
Accrued Int. Receivable-PF		Change	6,237.31	5,357.58	879.73
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>2,386.73</b>
Accounts Receivable	4/1/17	Beginning Balance			
Accounts Receivable	4/1/17	GE Oil & Gas Esp, Inc.	18,600.00		
Accounts Receivable	4/5/17	GE Oil & Gas Esp, Inc. - Invoice: #84 A		18,600.00	
Accounts Receivable	5/1/17	GE Oil & Gas Esp, Inc.	18,600.00		
Accounts Receivable	5/5/17	GE Oil & Gas Esp, Inc. - Invoice: #85 A		18,600.00	
Accounts Receivable	6/1/17	GE Oil & Gas Esp, Inc.	18,600.00		
Accounts Receivable	6/2/17	GE Oil & Gas Esp, Inc. - Invoice: #86 A		18,600.00	
Accounts Receivable	6/30/17	Move YMCA admin fee to correct A/R account at YE	3,608.50		
Accounts Receivable		Change	59,408.50	55,800.00	3,608.50
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>3,608.50</b>
Prepaid Insurance	4/1/17	Beginning Balance			3,775.08
Prepaid Insurance	4/30/17	Expense monthly portion of pre-paid insurance		589.63	
Prepaid Insurance	5/31/17	Move insurance payment to prepaid	4,066.16		
Prepaid Insurance	5/31/17	Expense monthly portion of pre-paid insurance		589.63	
Prepaid Insurance	6/30/17	Expense monthly portion of pre-paid insurance		589.63	
Prepaid Insurance		Change	4,066.16	1,768.89	2,297.27
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>6,072.35</b>
Note Receivable - Progress C	4/1/17	Beginning Balance			
Note Receivable - Progress C	6/1/17	ProgressOKC - Note Receivable - Progress OKC	62,397.56		
Note Receivable - Progress OKC		Change	62,397.56		62,397.56
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>62,397.56</b>
Office Equipment	4/1/17	Beginning Balance			40,218.31
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>40,218.31</b>
Software	4/1/17	Beginning Balance			1,742.54
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>1,742.54</b>
Sanitary Sewers	4/1/17	Beginning Balance			19,136.80
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>19,136.80</b>
Water Mains	4/1/17	Beginning Balance			4,541.67
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>4,541.67</b>
Industrial Land - Unit Parts	4/1/17	Beginning Balance			139,080.88
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>139,080.88</b>
Industrial Property	4/1/17	Beginning Balance			605,577.19
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>605,577.19</b>
Industrial Equipment	4/1/17	Beginning Balance			57,936.00

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	<b>6/30/17</b>	<b>Ending Balance</b>			<b>57,936.00</b>
Accumulated Depreciation	4/1/17	Beginning Balance			-1,396,926.33
Accumulated Depreciation	4/30/17	Record monthly depreciation-Unit Parts Building		4,024.82	
Accumulated Depreciation	5/31/17	Record monthly depreciation-Unit Parts Building		4,024.82	
Accumulated Depreciation	6/30/17	Record monthly depreciation-Unit Parts Building		4,024.83	
Accumulated Depreciation		Change		12,074.47	-12,074.47
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-1,409,000.80</b>
Accumulated Depreciation - M	4/1/17	Beginning Balance			-5,336,859.48
Accumulated Depreciation - M	4/30/17	Record monthly depreciation-MROTC		47,471.23	
Accumulated Depreciation - M	5/31/17	Record monthly depreciation-MROTC		47,471.23	
Accumulated Depreciation - M	6/30/17	Record monthly depreciation-MROTC		47,471.23	
Accumulated Depreciation - MROT		Change		142,413.69	-142,413.69
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-5,479,273.17</b>
Earnest - 7050 SE 59th	4/1/17	Beginning Balance			10,000.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>10,000.00</b>
Property - 4725 SE 59th	4/1/17	Beginning Balance			160,820.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>160,820.00</b>
Thomas Estell Land	4/1/17	Beginning Balance			401,263.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>401,263.00</b>
Unit Parts Office Renovation	4/1/17	Beginning Balance			815,056.75
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>815,056.75</b>
Unit Parts 2nd Renovation	4/1/17	Beginning Balance			1,081,272.14
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>1,081,272.14</b>
MROTC - Land	4/1/17	Beginning Balance			697,000.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>697,000.00</b>
MROTC - Building & Tow-	4/1/17	Beginning Balance			28,482,739.31
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>28,482,739.31</b>
Boeing Land-FY15	4/1/17	Beginning Balance			1,362,845.36
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>1,362,845.36</b>
Principal Cash - Appropriate	4/1/17	Beginning Balance			-70,976.94
Principal Cash - Appropriate	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5		252.81	
Principal Cash - Appropriate	4/5/17	Oklahoma City Chamber of Comme		4,000.00	
Principal Cash - Appropriate	4/5/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5	4,000.00		
Principal Cash - Appropriate	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5		301.34	
Principal Cash - Appropriate	5/5/17	Oklahoma City Chamber of Comme		4,000.00	
Principal Cash - Appropriate	5/5/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5	4,000.00		
Principal Cash - Appropriate	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5		329.49	
Principal Cash - Appropriate	6/5/17	Oklahoma City Chamber of Comme		4,000.00	
Principal Cash - Appropriate	6/5/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5	4,000.00		
Principal Cash - Appropriated		Change	12,000.00	12,883.64	-883.64

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	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-71,860.58</b>
Income Cash - Appropriated	4/1/17	Beginning Balance			70,976.94
Income Cash - Appropriated	4/3/17	Interest Income	252.81		
Income Cash - Appropriated	5/31/17	Interest Income	301.34		
Income Cash - Appropriated	6/30/17	Interest Income	329.49		
Income Cash - Appropriated Fd		Change	883.64		883.64
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>71,860.58</b>
Princ Cash Tinker Project Fv	4/1/17	Beginning Balance			-74.54
Princ Cash Tinker Project Fv	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-06-6		0.02	
Princ Cash Tinker Project Fv	4/3/17	Adjust incorrect amount in original JE - GH 8/6/17	0.01		
Princ Cash Tinker Project Fv	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-06-6		0.02	
Princ Cash Tinker Project Fv	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-06-6		0.02	
Princ Cash Tinker Project Fund		Change	0.01	0.06	-0.05
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-74.59</b>
Income Cash - Tinker Proj F	4/1/17	Beginning Balance			74.54
Income Cash - Tinker Proj F	4/3/17	Interest Income	0.01		
Income Cash - Tinker Proj F	5/1/17	Interest Income	0.02		
Income Cash - Tinker Proj F	6/1/17	Interest Income	0.02		
Income Cash - Tinker Proj Fund		Change	0.05		0.05
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>74.59</b>
Princ Cash Tinker Project Fv	4/1/17	Beginning Balance			41.31
Princ Cash Tinker Project Fv	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-06-6	0.02		
Princ Cash Tinker Project Fv	4/3/17	Adjust incorrect amount in original JE - GH 8/6/17		0.01	
Princ Cash Tinker Project Fv	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-06-6	0.02		
Princ Cash Tinker Project Fv	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-06-6	0.02		
Princ Cash Tinker Project Fund		Change	0.06	0.01	0.05
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>41.36</b>
Short Term Cash Spec. Res.	4/1/17	Beginning Balance			775,504.63
Short Term Cash Spec. Res.	4/3/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5	252.81		
Short Term Cash Spec. Res.	4/5/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5		4,000.00	
Short Term Cash Spec. Res.	5/1/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5	301.34		
Short Term Cash Spec. Res.	5/5/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5		4,000.00	
Short Term Cash Spec. Res.	6/1/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5	329.49		
Short Term Cash Spec. Res.	6/5/17	Purchase/Sell BOK Cash Fund I 81-4051-02-5		4,000.00	
Short Term Cash Spec. Res. AF		Change	883.64	12,000.00	-11,116.36
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>764,388.27</b>
Fixed Inc-Special Reserve Fv	4/1/17	Beginning Balance			284,256.50
Fixed Inc-Special Reserve Fv	4/30/17	Adjust market value of fixed income investments 81-4051-02-5	376.75		
Fixed Inc-Special Reserve Fv	5/31/17	Adjust market value of fixed income investments 81-4051-02-5	646.25		
Fixed Inc-Special Reserve Fv	6/30/17	Adjust market value of fixed income investments 81-4051-02-5		1,133.00	

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Fixed Inc-Special Reserve FdAF		Change	1,023.00	1,133.00	-110.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>284,146.50</b>
Accrued Int. Receivable - AI 4/1/17		Beginning Balance			252.82
Accrued Int. Receivable - AI 4/3/17		Interest Income		0.01	
Accrued Int. Receivable - AI 4/3/17		Interest Income		252.81	
Accrued Int. Receivable - AI 4/30/17		Accrue Interest Income 81-4051-06-6	0.01		
Accrued Int. Receivable - AI 4/30/17		Accrue Special Reserve Interest Income 81-4051-02-5	301.34		
Accrued Int. Receivable - AI 5/1/17		Interest Income		0.02	
Accrued Int. Receivable - AI 5/31/17		Interest Income		301.34	
Accrued Int. Receivable - AI 5/31/17		Accrue Interest Income 81-4051-06-6	0.02		
Accrued Int. Receivable - AI 5/31/17		Accrue Special Reserve Interest Income 81-4051-02-5	329.49		
Accrued Int. Receivable - AI 6/1/17		Interest Income		0.02	
Accrued Int. Receivable - AI 6/30/17		Interest Income		329.49	
Accrued Int. Receivable - AI 6/30/17		Accrue Interest Income 81-4051-06-6	0.02		
Accrued Int. Receivable - AI 6/30/17		Accrue Special Reserve Interest Income 81-4051-02-5	375.37		
Accrued Int. Receivable - AF		Change	1,006.25	883.69	122.56
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>375.38</b>
Accounts Payable	4/1/17	Beginning Balance			-20,833.33
Accounts Payable	4/3/17	The Alliance for Economic Dev. - Accounts Payable	20,833.34		
Accounts Payable	4/30/17	Accrue Monthly Management Fee due to AED		20,833.33	
Accounts Payable	5/1/17	The Alliance for Economic Dev. - Accounts Payable	20,833.34		
Accounts Payable	5/31/17	Accrue Monthly Management Fee due to AED		20,833.33	
Accounts Payable	6/1/17	The Alliance for Economic Dev. - Accounts Payable	20,833.34		
Accounts Payable	6/30/17	Williams, Box, Forshee & Bulla		30.00	
Accounts Payable	6/30/17	Williams, Box, Forshee & Bulla		60.00	
Accounts Payable	6/30/17	Williams, Box, Forshee & Bulla		920.00	
Accounts Payable	6/30/17	Williams, Box, Forshee & Bulla		900.00	
Accounts Payable	6/30/17	Williams, Box, Forshee & Bulla		4,611.00	
Accounts Payable	6/30/17	Accrue Monthly Management Fee due to AED		20,833.33	
Accounts Payable		Change	62,500.02	69,020.99	-6,520.97
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-27,354.30</b>
Unearned Rent	4/1/17	Beginning Balance			-2,000.00
Unearned Rent	4/1/17	Ledet's Welding	2,000.00		
Unearned Rent	4/1/17	API Realty, LLC	0.01		
Unearned Rent	4/1/17	API Realty, LLC		0.01	
Unearned Rent	4/1/17	API Realty, LLC - Invoice: #3		0.01	
Unearned Rent	4/1/17	API Realty, LLC - Invoice: #3V	0.01		
Unearned Rent	5/1/17	Ledet's Welding	2,000.00		
Unearned Rent	5/1/17	OK Medical Research Foundation	2,500.00		
Unearned Rent	5/1/17	Oklahoma City University	13,075.22		

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Unearned Rent	5/1/17	Ledet's Welding - Invoice: #40		2,000.00	
Unearned Rent	5/9/17	OK Medical Research Foundation - Invoice: #1-2018		2,500.00	
Unearned Rent	6/1/17	Ledet's Welding	2,000.00		
Unearned Rent	6/1/17	American Cancer Society, Inc.	2,534.38		
Unearned Rent	6/1/17	YMCA of Greater OKC	3,608.50		
Unearned Rent	6/1/17	Ledet's Welding - Invoice: #41		2,000.00	
Unearned Rent	6/1/17	Oklahoma City University - Invoice: 2017 - #1		13,075.22	
Unearned Rent	6/27/17	American Cancer Society, Inc. - Invoice: #2017-1		2,534.38	
Unearned Rent	6/30/17	Move YMCA admin fee to A/R account at YE		3,608.50	
Unearned Rent		Change	27,718.12	25,718.12	2,000.00
Unearned Fee Income	4/1/17	Beginning Balance			-1,249.37
Unearned Fee Income	4/1/17	MROTC Development Partners, LL	1,250.00		
Unearned Fee Income	4/18/17	MROTC Development Partners, LL - Invoice: #87		1,250.00	
Unearned Fee Income	5/1/17	MROTC Development Partners, LL	1,250.00		
Unearned Fee Income	5/15/17	MROTC Development Partners, LL - Invoice: #88		1,250.00	
Unearned Fee Income	6/1/17	MROTC Development Partners, LL	1,250.00		
Unearned Fee Income	6/19/17	MROTC Development Partners, LL - Invoice: #89		1,250.00	
Unearned Fee Income		Change	3,750.00	3,750.00	
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-1,249.37</b>
Current portion - Deferred G	4/1/17	Beginning Balance			-54,016.94
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-54,016.94</b>
Current port - Note Pay MROTC	4/1/17	Beginning Balance			-1,805,526.03
Current port - Note Pay MROTC	6/30/17	Reclass current portion of Note Payable - MROTC		27,400.91	
Current port - Note Pay MROTC		Change		27,400.91	-27,400.91
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-1,832,926.94</b>
Note Payable - MROTC - Boeing	4/1/17	Beginning Balance			-12,568,260.91
Note Payable - MROTC - Boeing	4/30/17	Recognize Rental Income - MROTC Boeing	146,340.56		
Note Payable - MROTC - Boeing	5/31/17	Recognize Rental Income - MROTC Boeing	147,077.14		
Note Payable - MROTC - Boeing	6/30/17	Reclass current portion of Note Payable - MROTC	27,400.91		
Note Payable - MROTC - Boeing	6/30/17	Recognize Rental Income - MROTC Boeing	147,817.43		
Note Payable - MROTC - Boeing		Change	468,636.04		468,636.04
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-12,099,624.87</b>
Deferred Grant Revenue	4/1/17	Beginning Balance			-2,174,181.79
Deferred Grant Revenue	4/30/17	Recognize monthly portion of deferred grant revenue-MROTC (through 2058)	4,501.41		
Deferred Grant Revenue	5/31/17	Recognize monthly portion of deferred grant revenue-MROTC (through 2058)	4,501.41		
Deferred Grant Revenue	6/30/17	Recognize monthly portion of deferred grant revenue-MROTC (through 2058)	4,501.42		
Deferred Grant Revenue		Change	13,504.24		13,504.24
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-2,160,677.55</b>
Project Fund - Begin Balance	4/1/17	Beginning Balance			-15,018,054.20

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	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-15,018,054.20</b>
Distributions - Revenue Fun	4/1/17	Beginning Balance			119,750.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>119,750.00</b>
Appropriated FD - Begin Ba	4/1/17	Beginning Balance			-1,702,194.24
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-1,702,194.24</b>
Distributions - Appr. Fund	4/1/17	Beginning Balance			438,363.61
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>438,363.61</b>
Lease Payment	4/1/17	Beginning Balance			-185,401.00
Lease Payment	4/1/17	GE Oil & Gas Esp, Inc. - Lease Payment of the Unit Parts Building		18,600.00	
Lease Payment	4/1/17	Ledet's Welding - Lease payment for the building at 4725 SE 59th Street: 4/10/17 to 5/10/17		2,000.00	
Lease Payment	5/1/17	GE Oil & Gas Esp, Inc. - Lease Payment of the Unit Parts Building		18,600.00	
Lease Payment	5/1/17	Ledet's Welding - Lease payment for the building at 4725 SE 59th Street: 5/10/17 to 6/10/17		2,000.00	
Lease Payment	6/1/17	GE Oil & Gas Esp, Inc. - Lease Payment of the Unit Parts Building		18,600.00	
Lease Payment	6/1/17	Ledet's Welding - Lease payment for the building at 4725 SE 59th Street: 6/10/17 to 7/10/17		2,000.00	
Lease Payment	6/1/17	The Boeing Co., c/o MBG Consul - Lease Payment		1.00	
Lease Payment		Change		61,801.00	-61,801.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-247,202.00</b>
Lease - MROTC Dev Prtnrs	4/1/17	Beginning Balance			-11,250.00
Lease - MROTC Dev Prtnrs	4/1/17	MROTC Development Partners, LL - Administrative Fee - Month of April, 2017		1,250.00	
Lease - MROTC Dev Prtnrs	5/1/17	MROTC Development Partners, LL - Administrative Fee - Month of May, 2017		1,250.00	
Lease - MROTC Dev Prtnrs	6/1/17	MROTC Development Partners, LL - Administrative Fee - Month of June, 2017		1,250.00	
Lease - MROTC Dev Prtnrs		Change		3,750.00	-3,750.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-15,000.00</b>
Admin. - 1/8 of 1%	4/1/17	Beginning Balance			-47,945.85
Admin. - 1/8 of 1%	4/1/17	API Realty, LLC - Test		0.01	
Admin. - 1/8 of 1%	4/1/17	API Realty, LLC - Test	0.01		
Admin. - 1/8 of 1%	5/1/17	OK Medical Research Foundation - \$12,185,000 Revenue Bonds (OMRF), Series 2010		2,500.00	
Admin. - 1/8 of 1%	5/1/17	Oklahoma City University - \$60,000,000 Revenue Notes, Series 2010A; Semi-Annual Payment		13,075.22	
Admin. - 1/8 of 1%	6/1/17	American Cancer Society, Inc. - \$11,000,000 Revenue Bonds, Series 2002; Administrative Fee		2,534.38	
Admin. - 1/8 of 1%	6/1/17	YMCA of Greater OKC - \$6,500,000 Economic Development Revenue Note, Series 2011		3,608.50	
Admin. - 1/8 of 1%		Change	0.01	21,718.11	-21,718.10
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-69,663.95</b>
Interest Income - PF	4/1/17	Beginning Balance			-73,154.15
Interest Income - PF	4/30/17	Accrue Summit Machine Interest Income 81-4051-03-3		722.93	
Interest Income - PF	4/30/17	Accrue Master Rev Interest Income 81-4051-01-7		1,077.27	
Interest Income - PF	5/15/17	Tulsa County OK Indl Auth Cap - Int to 5/15/17		4,500.00	
Interest Income - PF	5/15/17	Tulsa County OK Indl Auth Cap - Interest to 5/5/17		4,500.00	
Interest Income - PF	5/15/17	Tulsa County OK Indl Auth Cap - Entry to cancel deposit entered twice	4,500.00		
Interest Income - PF	5/31/17	Accrue Summit Machine Interest Income 81-4051-03-3		867.01	
Interest Income - PF	5/31/17	Accrue Master Rev Interest Income 81-4051-01-7		1,183.37	

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Apr 1, 2017 to Jun 30, 2017**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Interest Income - PF	6/30/17	Accrue Summit Machine Interest Income 81-4051-03-3		1,059.44	
Interest Income - PF	6/30/17	Accrue Master Rev Interest Income 81-4051-01-7		1,327.29	
Interest Income - PF		Change	4,500.00	15,237.31	-10,737.31
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-83,891.46</b>
Interest Income - AF	4/1/17	Beginning Balance			-14,850.58
Interest Income - AF	4/30/17	Accrue Interest Income 81-4051-06-6		0.01	
Interest Income - AF	4/30/17	Accrue Special Reserve Interest Income 81-4051-02-5		301.34	
Interest Income - AF	5/31/17	Accrue Interest Income 81-4051-06-6		0.02	
Interest Income - AF	5/31/17	Accrue Special Reserve Interest Income 81-4051-02-5		329.49	
Interest Income - AF	6/30/17	Accrue Interest Income 81-4051-06-6		0.02	
Interest Income - AF	6/30/17	Accrue Special Reserve Interest Income 81-4051-02-5		375.37	
Interest Income - AF		Change		1,006.25	-1,006.25
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-15,856.83</b>
Asset Change in Value	4/1/17	Beginning Balance			71,231.25
Asset Change in Value	4/23/17	Adjust market value of fixed income investments 81-4051-03-3	516.00		
Asset Change in Value	4/30/17	Adjust market value of fixed income investments 81-4051-02-5		376.75	
Asset Change in Value	5/31/17	Adjust market value of fixed income investments 81-4051-03-3		6,957.00	
Asset Change in Value	5/31/17	Adjust market value of fixed income investments 81-4051-03-3	7,170.00		
Asset Change in Value	5/31/17	Adjust market value of fixed income investments 81-4051-02-5		646.25	
Asset Change in Value	6/30/17	Adjust market value of fixed income investments 81-4051-02-5	1,133.00		
Asset Change in Value		Change	8,819.00	7,980.00	839.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>72,070.25</b>
MROTC Revenue	4/1/17	Beginning Balance			-2,008,710.32
MROTC Revenue	4/30/17	Recognize Rental Income - MROTC Boeing		218,688.62	
MROTC Revenue	4/30/17	Recognize monthly portion of deferred grant revenue-MROTC (through 2058)		4,501.41	
MROTC Revenue	5/31/17	Recognize Rental Income - MROTC Boeing		218,688.62	
MROTC Revenue	5/31/17	Recognize monthly portion of deferred grant revenue-MROTC (through 2058)		4,501.41	
MROTC Revenue	6/30/17	Recognize Rental Income - MROTC Boeing		218,688.62	
MROTC Revenue	6/30/17	Recognize monthly portion of deferred grant revenue-MROTC (through 2058)		4,501.42	
MROTC Revenue		Change		669,570.10	-669,570.10
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>-2,678,280.42</b>
Management & Trustee Fees	4/1/17	Beginning Balance			6,600.00
Management & Trustee Fees	6/30/17	Rick Godfrey - Management & Trustee Fees - PF	6,600.00		
Management & Trustee Fees - PF		Change	6,600.00		6,600.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>13,200.00</b>
Contract Services	4/1/17	Beginning Balance			187,499.97
Contract Services	4/30/17	Accrue Monthly Management Fee due to AED	20,833.33		
Contract Services	5/31/17	Accrue Monthly Management Fee due to AED	20,833.33		
Contract Services	6/30/17	Accrue Monthly Management Fee due to AED	20,833.33		
Contract Services		Change	62,499.99		62,499.99

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Apr 1, 2017 to Jun 30, 2017**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>249,999.96</b>
Bank Trustee Fees - PF	4/1/17	Beginning Balance			2,500.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>2,500.00</b>
Legal Expenses	4/1/17	Beginning Balance			130,469.50
Legal Expenses	6/20/17	Williams, Box, Forshee & Bulla - Legal Expenses	3,517.50		
Legal Expenses	6/20/17	Williams, Box, Forshee & Bulla - Legal Expenses	5,191.50		
Legal Expenses	6/20/17	Williams, Box, Forshee & Bulla - Legal Expenses	120.00		
Legal Expenses	6/20/17	Williams, Box, Forshee & Bulla - Legal Expenses	1,170.00		
Legal Expenses	6/20/17	Williams, Box, Forshee & Bulla - Legal Expenses	22,680.00		
Legal Expenses	6/30/17	Williams, Box, Forshee & Bulla - regarding AOTP; (Inv. #23091)	30.00		
Legal Expenses	6/30/17	Williams, Box, Forshee & Bulla - acquisition of BNSF Property for Tinker Inv. #23092	60.00		
Legal Expenses	6/30/17	Williams, Box, Forshee & Bulla - OIA Legal Matters - General; (Inv. #23093)	920.00		
Legal Expenses	6/30/17	Williams, Box, Forshee & Bulla - ownership and related HCA rights (Inv. #23094)	900.00		
Legal Expenses	6/30/17	Williams, Box, Forshee & Bulla - matters related to MROTC & Tinker AFB (Inv. #23095)	4,611.00		
Legal Expenses		Change	39,200.00		39,200.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>169,669.50</b>
Commission Expense	4/1/17	Beginning Balance			22,320.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>22,320.00</b>
Prof Srvs - Audit - PF	4/1/17	Beginning Balance			58,800.50
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>58,800.50</b>
Insurance - PF	4/1/17	Beginning Balance			5,262.39
Insurance - PF	4/30/17	Expense monthly portion of pre-paid insurance	589.63		
Insurance - PF	5/5/17	Insurica Insurance - Insurance - PF	4,066.16		
Insurance - PF	5/31/17	Move insurance payment to prepaid		4,066.16	
Insurance - PF	5/31/17	Expense monthly portion of pre-paid insurance	589.63		
Insurance - PF	6/30/17	Expense monthly portion of pre-paid insurance	589.63		
Insurance - PF		Change	5,835.05	4,066.16	1,768.89
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>7,031.28</b>
Office Expense - PF	4/1/17	Beginning Balance			947.18
Office Expense - PF	4/20/17	Cox Communications, Inc. - Office Expense - PF	45.58		
Office Expense - PF	5/19/17	Cox Communications, Inc. - Office Expense - PF	45.31		
Office Expense - PF	6/20/17	Cox Communications, Inc. - Office Expense - PF	45.31		
Office Expense - PF		Change	136.20		136.20
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>1,083.38</b>
Dues & Subscriptions	4/1/17	Beginning Balance			2,616.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>2,616.00</b>
Depreciation Expense	4/1/17	Beginning Balance			36,223.39
Depreciation Expense	4/30/17	Record monthly depreciation-Unit Parts Building	4,024.82		
Depreciation Expense	5/31/17	Record monthly depreciation-Unit Parts Building	4,024.82		
Depreciation Expense	6/30/17	Record monthly depreciation-Unit Parts Building	4,024.83		

**Oklahoma Industries Authority**  
**General Ledger**  
**For the Period From Apr 1, 2017 to Jun 30, 2017**

<b>Account Description</b>	<b>Date</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
Depreciation Expense		Change	12,074.47		12,074.47
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>48,297.86</b>
Depreciation Expense - MRC	4/1/17	Beginning Balance			427,241.07
Depreciation Expense - MRC	4/30/17	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MRC	5/31/17	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MRC	6/30/17	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC		Change	142,413.69		142,413.69
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>569,654.76</b>
Interest Expense	4/1/17	Beginning Balance			683,676.07
Interest Expense	4/30/17	Recognize Rental Income - MROTC Boeing	72,348.06		
Interest Expense	5/31/17	Recognize Rental Income - MROTC Boeing	71,611.48		
Interest Expense	6/30/17	Recognize Rental Income - MROTC Boeing	70,871.19		
Interest Expense		Change	214,830.73		214,830.73
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>898,506.80</b>
Miscellaneous Expense	4/1/17	Beginning Balance			1,020.09
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>1,020.09</b>
Charitable Contribution - PF	4/1/17	Beginning Balance			300,000.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>300,000.00</b>
4725 SE 59th St. Expenses	4/1/17	Beginning Balance			24,663.50
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>24,663.50</b>
Dist-benefit other gov. - Cha	4/1/17	Beginning Balance			36,000.00
Dist-benefit other gov. - Cha	4/5/17	Oklahoma City Chamber of Comme - Dist-benefit other gov. - Cham	4,000.00		
Dist-benefit other gov. - Cha	5/5/17	Oklahoma City Chamber of Comme - Dist-benefit other gov. - Cham	4,000.00		
Dist-benefit other gov. - Cha	6/5/17	Oklahoma City Chamber of Comme - Dist-benefit other gov. - Cham	4,000.00		
Dist-benefit other gov. - Cham		Change	12,000.00		12,000.00
	<b>6/30/17</b>	<b>Ending Balance</b>			<b>48,000.00</b>

**Oklahoma Industries Authority**  
**Proposed Operational Budget**

	2017-18 Budget	2016-17 Actual	Difference
<b>Revenues</b>			
Administrative Fees	75,000	84,664	(9,664)
Grant Revenue - MROTC	54,017	54,017	-
Grant Revenue - Tinker	350,000	-	350,000
Interest Income	100,000	99,748	252
Rental Income	247,201	247,201	-
Rental Income - MROTC Development Partners	2,624,264	2,624,264	-
Unrealized Gain/Loss on Securities	-	(72,070)	72,070
Other Income (Boeing Development Fee)	360,000	-	360,000
<b>Total Income</b>	<b>3,810,482</b>	<b>3,037,824</b>	<b>772,658</b>
<b>Expenses</b>			
Depreciation	617,953	617,953	-
Grant Expense - Tinker	350,000	-	350,000
Insurance	10,000	7,031	2,969
Interest	791,337	898,507	(107,170)
Legal	200,000	169,670	30,330
Maintenance & Repair - Unit Parts	250,000	-	250,000
Office & Miscellaneous	7,500	7,218	282
Professional Fees	75,000	81,121	(6,121)
Professional Fees - The Alliance	250,000	250,000	-
Property Management - Unit Parts	13,200	13,200	-
OKC Chamber of Commerce	48,000	48,000	-
American Indian Cultural Center Economic Development Grant	-	300,000	(300,000)
59th Street Property Expenses-Boeing	-	24,664	(24,664)
<b>Total Expenses</b>	<b>2,612,990</b>	<b>2,417,364</b>	<b>195,626</b>
<b>Change in Net Assets</b>	<b>1,197,492</b>	<b>620,460</b>	<b>577,032</b>

**Oklahoma Industries Authority**  
**Cash Flow**

	2017-18 Budget	2016-17 Actual	Difference
<b>Change in Net Assets</b>	<b>1,197,492</b>	<b>620,460</b>	<b>577,032</b>
Changes in accruals	-	(80,548)	80,548
Note Receivable - Progress OKC	(106,183)	(62,398)	(43,785)
Depreciation	617,953	617,953	-
Amortization of Deferred Revenue	(54,017)	(54,017)	-
MROTC loan payments (principal)	(1,832,927)	(1,725,757)	(107,170)
<b>Increase (decrease) in Cash &amp; Investments</b>	<b>(177,682)</b>	<b>(684,307)</b>	<b>506,624</b>
Cash & Investments at beginning of year	5,893,025	6,577,332	(684,307)
Cash & Investments at end of year	5,715,343	5,893,025	(177,682)

**Assumptions for Budgeted Revenues, Expenses and Cash Flow**

G.E. Oil & Gas Esp. pays rent of \$18,600 per month and Ledt's Welding pays rent of \$2,000 per month.

MROTC Development Partners pay lease payments equal to OIAs monthly note payment of \$218,689.

MROTC Development Partners pay fees of \$1,250 per month. All other fees are based on bond balances.

Tinker grant revenue and expense of \$350,000 budgeted for work on the Hruskocy Gate.

Interest income is based on current.

Roof repairs on the Unit Parts building are required in 2017-18.

Realized and unrealized gains(losses) are not budgeted.

Property purchases and dispositions are not budgeted.

RESOLUTION

WHEREAS, Oklahoma Industries Authority (the “Authority”) has been duly created and is existing and operating as a public body corporate and politic under Title 60, Oklahoma Statutes 2011, Section 176 et seq. (the “Act”), for the purpose of developing and promoting trade, commerce, industry, and employment opportunities for the public good and the general welfare and promoting the general welfare of the State of Oklahoma.

NOW, THEREFORE, IN FURTHERANCE THEREOF, BE IT RESOLVED BY THE AUTHORITY:

Section 1. The Authority hereby approves, authorizes, ratifies, renews and extends the Agreement for Economic Development Services with The Alliance for Economic Development of Oklahoma City, Inc. (the “Alliance”), as amended, from and after its original effective date of July 1, 2011 through June 30, 2021, with compensation paid to the Alliance to be as follows:

- (a) for the fiscal year ending June 30, 2017, \$250,000;
- (b) for the fiscal year ending June 30, 2018, \$250,000;
- (c) for subsequent fiscal years, compensation shall be in such amount as determined by The Authority or its Chairman; and

the Chair (or a Vice-Chair) is authorized to finalize and execute same for and on behalf of the Authority.

Section 3. Upon approval by the Alliance, this Resolution shall be self-executing, shall have retrospective effect, and shall constitute written evidence of ratification, renewal and extension of the Agreement for Economic Development Services with The Alliance for Economic Development of Oklahoma City, Inc. in accordance with the terms hereof.

Section 4. The Chair (or a Vice-Chair) is authorized to take necessary actions and to grant appropriate approvals to effectuate the provisions of this Resolution, and is further authorized to approve and authorize other actions regarding the operation and management of the Authority, including the pursuit of economic development prospects, and to authorize necessary funding for same.

ADOPTED on September 26, 2017.

OKLAHOMA INDUSTRIES AUTHORITY

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Chair

ATTEST:

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Secretary

THE TRUSTEES OF THE OKLAHOMA INDUSTRIES AUTHORITY MET IN SPECIAL SESSION IN THE ALLIANCE FOR ECONOMIC DEVELOPMENT CONFERENCE ROOM, OF THE HIGHTOWER BUILDING AT 105 NORTH HUDSON, SUITE 101 OKLAHOMA CITY, OKLAHOMA, ON THE 26<sup>TH</sup> DAY OF SEPTEMBER, 2017, AT 10:00 O’CLOCK A.M.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of Oklahoma County, Oklahoma, forty-eight (48) hours prior to such meeting and public notice of this meeting was posted in prominent view at the place of said meeting twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, the Chairman introduced a Resolution and after discussion and upon motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, the Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution as adopted is as follows:

A RESOLUTION AUTHORIZING THE OKLAHOMA INDUSTRIES AUTHORITY TO ISSUE ITS REVENUE NOTES, SERIES 2017 (OKLAHOMA CITY UNIVERSITY PROJECT) IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$52,500,000 (THE “NOTES”); AUTHORIZING THE GENERAL MANAGER TO CONDUCT A PUBLIC HEARING, IF NECESSARY; WAIVING COMPETITIVE BIDDING AND AUTHORIZING SAID NOTES TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING AN AMENDMENT TO NOTE INDENTURE OR IN THE ALTERNATIVE EXECUTION OF A NEW NOTE INDENTURE AND/OR ANY SUPPLEMENTAL NOTE INDENTURE THERETO SECURING THE AUTHORITY’S NOTES; APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO LOAN AGREEMENT OR IN THE ALTERATIVE A NEW LOAN AGREEMENT BY AND BETWEEN THE AUTHORITY AND OKLAHOMA CITY UNIVERSITY (THE “UNIVERSITY”) SECURING THE

NOTES; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF SAID NOTES AND OTHER DOCUMENTS RELATING TO THE TRANSACTION, INCLUDING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Oklahoma Industries Authority (the “Authority”) is a public trust created for the use and benefit of Oklahoma County, Oklahoma under the provisions of Title 60, Oklahoma Statutes 2011, Section 176 *et seq.*, as amended, and the Oklahoma Trust Act; and

WHEREAS, the Authority has previously issued its Revenue Notes, Series 2010A (Oklahoma City University Project) dated November 30, 2010, in the original principal amount of \$60,000,000 (the “2010A Notes”), pursuant to the terms of a Note Indenture dated as of November 1, 2010, by and between the Authority and BOKF, NA (formerly Bank of Oklahoma, National Association); and

WHEREAS, Oklahoma City University (the “University”) has requested that the Authority authorize and issue its revenue notes in the amount of not to exceed \$52,500,000 (the “Notes”) for the purpose of (i) refunding the 2010A Notes; (ii) funding a debt service reserve fund, if necessary; and (iii) paying costs of issuance of the Notes; and

WHEREAS, the Authority has found and determined that the financing will serve the public purpose of providing educational facilities within Oklahoma County at the lowest possible cost as well as create and maintain jobs which purposes are authorized and proper functions of the County and the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE OKLAHOMA INDUSTRIES AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur indebtedness by the issuance of its Revenue Notes, Series 2017 (Oklahoma City University Project) in an amount not to exceed \$52,500,000 (the “Notes”) to be issued in one or more subseries for the purpose of (i) refunding the 2010A Notes; (ii) funding a debt service reserve fund, if necessary; and (iii) paying costs of issuance of the Notes. The Notes shall bear interest payable monthly beginning December 31, 2017, at a fixed rate of interest equal to (one month LIBOR x 74%) plus 195 bps per annum, with said rate to be reset on November 30, 2020, 2023, 2026, 2029, and 2032; provided however, the interest rate shall not exceed rates authorized by law. The Chairman or Vice Chairman and Secretary or Assistant Secretary are authorized to execute a Certificate of Determination establishing the principal amount and rate of interest pertaining to the Notes prior to closing.

SECTION 2. AUTHORIZING PUBLIC HEARING. The Authority is authorized to give notice and appoints the General Manager and/or Bond Counsel as hearing officer to conduct a

public hearing in the offices of the Authority pursuant to the provisions of Section 147 of the Internal Revenue Code of 1986, as amended, if deemed necessary by Bond Counsel.

SECTION 3. COMPETITIVE BIDDING WAIVED. Competitive Bidding on the sale of said Notes is waived and the same are authorized to be sold to one or more financial institutions (the “Purchaser”) at a price of par.

SECTION 4. NOTE INDENTURE. The Authority is hereby authorized to enter into an Amendment to Note Indenture, as it amends that certain Note Indenture dated as of November 1, 2010, by and between the Authority and BOKF, NA, as Trustee, or in the alternative execute a new Note Indenture and/or any Supplemental Note Indentures thereto, by and between the same parties (the “Indenture”), authorizing the issuance of and securing the payment of the Notes approved in Section 1 hereof, and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 5. LOAN AGREEMENT. The Authority is hereby authorized to enter into an Amendment to Loan Agreement, or in the alternative enter into a new Loan Agreement (the “Loan Agreement”) by and between the Authority and Oklahoma City University (the “University”), providing for the loaning of proceeds of the Notes to the University and pertaining to the terms of repayment thereof, and the Chairman, Vice Chairman, General Manager and Secretary or Assistant Secretary are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 6. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE. The organizational document creating the Authority is subject to the provisions of the Indenture referenced in Section 4 hereof.

SECTION 7. EXECUTION OF NECESSARY DOCUMENTS. The Chairman, Vice Chairman, Secretary and/or Assistant Secretary and the General Manager are hereby authorized and directed on behalf of the Authority to execute and deliver the Notes to the Purchasers upon receipt of the purchase price and are further authorized and directed to execute all necessary closing and delivery papers required by Bond Counsel, including but not limited to professional services agreements with The Public Finance Law Group PLLC, as bond counsel, Williams, Box, Forshee & Bullard, P.C., as authority counsel, Hawkins Delafield & Wood LLP, as special tax counsel, and FirstSouthwest, as financial advisor, and any consents as may be required; approve the disbursement of the proceeds of the Notes; to approve and make any changes to the documents approved by this resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority, and to execute, record and file any and all necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED this 26<sup>th</sup> day of September, 2017.

OKLAHOMA INDUSTRIES AUTHORITY

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF OKLAHOMA        )

I, the undersigned Assistant Secretary of the Oklahoma Industries Authority, hereby certify that the foregoing Resolution was adopted at a meeting of the Trustees thereof on September 26, 2017, and that the Oklahoma Open Meeting Law was complied with for said meeting.

\_\_\_\_\_  
Assistant Secretary

RESOLUTION AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”) AMONG OKLAHOMA INDUSTRIES AUTHORITY (“OIA”); TC OKLAHOMA DEVELOPMENT, INC., A DELAWARE CORPORATION; BATTELLE OKLAHOMA, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY; AND TRAMMELL CROW COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY (SUCCESSOR BY MERGER TO TRAMMELL CROW COMPANY) FOR THE ACQUISITION AND PURCHASE OF LEASEHOLD INTERESTS AND OTHER RIGHTS REGARDING PROPERTY IN THE VICINITY OF S.E. 59<sup>TH</sup> ST AND DOUGLAS BLVD. ASSOCIATED WITH THE MAINTENANCE, REPAIR, AND OVERHAUL TECHNOLOGY CENTER (“MROTC PROJECT”) AT A PURCHASE PRICE NOT TO EXCEED \$1,800,000; AND AUTHORIZING THE OFFICERS OF OIA (i) TO TAKE NECESSARY AND DESIRABLE ACTIONS CONTEMPLATED BY OR IN FURTHERANCE OF THE MOU, TO INCLUDE APPROVAL OF AGREEMENTS AND OTHER DOCUMENTS AND THE CREATION OF A LIMITED LIABILITY COMPANY WITH OIA AS ITS BENEFICIAL OWNER, (ii) TO CLOSE THE TRANSACTION CONTEMPLATED BY THE MOU, AND THEREAFTER (iii) TO MANAGE AND OPERATE THE MROTC PROJECT; ALL FOR AND ON BEHALF OF OIA.

**WHEREAS**, Oklahoma Industries Authority, to include its Trustees (the “Authority” or “OIA”), has been duly created and is existing and operating as a public body corporate and politic under Title 60, Oklahoma Statutes 2011, Section 176 et seq. (the “Act”), for the purpose of developing and promoting trade, commerce, industry, and employment opportunities for the public good and the general welfare and promoting the general welfare of the State of Oklahoma.

**WHEREAS**, in 2003 OIA began an effort to bring about development of a Maintenance, Repair, and Overhaul Technology Center (“MROTC Project”) in the vicinity of S.E. 59<sup>th</sup> Street and Douglas Blvd. to be located on property owned by OIA (“MROTC Property”), which property was leased by OIA to MROTC Development Partners, LLC, a Delaware limited liability Company, with aircraft maintenance hangers and related facilities thereafter constructed on the MROTC Property.

**WHEREAS**, the status and history of the MROTC Project is generally described as follows:

1. MROTC Holdings, LLC, a Delaware limited liability company (“MROTC Holdings”) owns 100% of the membership interests in MROTC Development Partners, LLC, a Delaware limited liability company (“MROTC Partners”), which is a wholly owned subsidiary of MROTC Holdings. The members of MROTC Holdings are (a) TC Oklahoma, a wholly owned subsidiary

of Trammell Crow, which owns an 80% interest, and (b) Battelle OK, a wholly owned subsidiary of Battelle Memorial Institute (“Battelle”), which owns a 20% interest.

2. OIA and MROTC Partners (as assignee of Battelle OK), are parties to the June 20, 2003 Agreement (“the 2003 Agreement”) regarding a project (“the Project”) for the development of a Maintenance, Repair, and Overhaul Technology Center (“MROTC”) adjacent to Tinker Air Force Base in Oklahoma City, Oklahoma. OIA, MROTC Partners (as assignee of Battelle OK), and other public entities are also parties to the December 16, 2003 Memorandum of Understanding (“the 2003 MOU”) regarding the Project.

3. The 2003 Agreement encompassed a “Project Site” of approximately 360 acres of land (including property owned by the City of Oklahoma City, the Oklahoma City Water Utilities Trust, Oklahoma County, and the Commissioners of the Land Office of the State of Oklahoma). The 2003 Agreement contemplated that OIA would acquire and own the Project Site and the improvements comprising the MROTC, and that MROTC Partners would be responsible for the design, construction oversight, development, leasing, operation and management of the MROTC. The 2003 Agreement also contemplated that the MROTC would be developed in phases (with the timing of development dependent upon finalizing agreements with specific users), and that the same process for acquisition, financing, development, construction, leasing, subleasing and management would be followed for each phase of the MROTC.

4. As part of the Project, OIA as Landlord and MROTC Partners as Tenant entered into the November 18, 2005 Project Lease Agreement (“the Project Lease”) whereby OIA leased the Leased Premises, as defined in the Project Lease, to MROTC Partners. Also as part of the Project, MROTC Partners and The Boeing Company (“Boeing”) entered into the November 18, 2005 Sublease Agreement (“the Boeing Sublease”) whereby MROTC Partners subleased the Leased Premises, as defined in the Boeing Sublease, to Boeing.

5. In connection with certain economic development initiative special project grants to the City of Oklahoma City (the “City”) on behalf of OIA for development of the MROTC (the “HUD Grants”), (a) Battelle OK and OIA entered into a HUD Consulting Agreement dated November 28, 2005, in which Battelle OK agreed to indemnify the City and OIA from certain claims arising under or related to the HUD Grants (the “HUD Grants Indemnity”), and (b) Trammell Crow executed a Guaranty Agreement dated as of November 28, 2005, for the benefit of Battelle OK, OIA, and City, in which Trammell Crow agreed to guarantee payment of any sums that might become due from Battelle OK under the HUD Grants Indemnity, up to a limit of \$2,500,000 (the “HUD Grants Guaranty”).

6. In 2006, with the assistance of MROTC Partners, OIA obtained financing for acquisition, development and construction of the first phase of the MROTC from Bank of Oklahoma, N.A. (“BOK”) and CTL Lending Group, LLC (“CTL”) in the principal amount of \$26,200,000. To facilitate the loan to OIA, MROTC Partners provided certain assurances for the benefit of CTL in a Joinder and Extension Agreement dated April 1, 2006 (the “J&E Agreement”). In addition, MROTC Partners entered into an Intercreditor Agreement dated as of April 1, 2006 among OIA, CTL, The Bank of New York (“BNY”), BOK and MROTC Partners

(the “Intercreditor Agreement”), an Escrow Agreement dated as of April 1, 2006 among OIA, CTL, BNY and MROTC Partners (the “Escrow Agreement”), and a Consent, Subordination and Non-Disturbance Agreement among Boeing, MROTC Partners, OIA, BOK and CTL dated April 1, 2006, as amended by an Amendment to Consent, Subordination and Non-Disturbance Agreement dated August 14, 2008 (collectively, the “Consent, Subordination and Non-Disturbance Agreement”). Trammell Crow executed a Performance and Completion Guaranty in favor of BOK (which was released in 2008), and Trammell Crow also executed a Recourse Indemnity Agreement dated April 13, 2006 (the “Recourse Indemnity”) for the benefit of CTL.

7. MROTC Partners constructed the improvements for the first phase of the MROTC pursuant to the terms of the Project Lease and a Development Services Agreement between OIA and MROTC Partners dated April 1, 2006 (the “Development Services Agreement”). Effective as of August 14, 2008, after construction of the first phase of the MROTC was completed, the construction loan from BOK was transferred to The Bank of New York Mellon, as trustee of CTL 2006-5 Trust (Boeing/Tinker AFB), successor in interest to CTL Lending Group, LLC (“BNYM”), the permanent lender. The maturity date of the loan from BNYM to OIA (the “BNYM Loan”) is October 14, 2023.

8. Subject to satisfaction of the conditions set forth in Section 3.12 of the J&E Agreement, MROTC Partners has the right, at any time during the term of the BNYM Loan, to cause a Sale of its interest in the Project, including its interest under the Project Lease and the Boeing Sublease. As defined in Section 3.12(a) the J&E Agreement, “the term ‘Sale’ shall include, without limitation, a conveyance of any legal or equitable interest in MROTC Partners’ interest in the Project.”

**WHEREAS**, to further advance the MROTC Project and to capture future economic development opportunities beneficial to the citizens of Oklahoma County, OIA desires to acquire, purchase and reclaim certain leasehold and other rights associated with the MROTC Project and the MROTC Property in accordance with the Memorandum of Understanding (“MOU”) described below; and, OIA further desires to grant the authorizations and approvals also describe below.

**NOW, THEREFORE, BE IT RESOLVED** by OIA and its Trustees as follows:

1. The Memorandum of Understanding (“MOU”) provided herewith among Oklahoma Industries Authority (“OIA”); TC Oklahoma Development, Inc., a Delaware corporation; Battelle Oklahoma, LLC, an Oklahoma limited liability company; and Trammell Crow Company, LLC, a Delaware limited liability company (successor by merger to Trammell Crow Company) for the acquisition and purchase of leasehold interests and other rights regarding property in the vicinity of S.E. 59<sup>th</sup> St and Douglas Blvd. associated with the Maintenance, Repair, and Overhaul Technology Center (“MROTC Project”) at a purchase price not to exceed \$1,800,000 (“Purchase Price”) is authorized and approved, and the Chairman (or a Vice Chairman in the absence of the Chairman) (collectively “OIA Officers”) are authorized to modify, finalize and execute the MOU for and on behalf of OIA.

2. OIA Officers are authorized (i) to take necessary and desirable actions contemplated by or in furtherance of the MOU, to include approval of agreements and other documents and the creation of a limited liability company with OIA as its beneficial owner, and (ii) to close the transaction contemplated by the MOU, include payment of the Purchase Price by OIA; and in connection therewith, OIA Officers are authorized to delegate responsibility for accomplishing the foregoing to the OIA General Manager and its General Counsel; all for and on behalf of OIA.

3. After closing of the transaction contemplated by the MOU, OIA Officers, its General Manager and General Counsel are authorized to manage and operate the MROTC Project for and on behalf of OIA.

**ADOPTED** September 26, 2017.

OKLAHOMA INDUSTRIES AUTHORITY

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Chairman

ATTEST:

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Secretary

Reviewed for form and legality.

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John Michael Williams  
General Counsel

## Memorandum of Understanding

This Memorandum of Understanding is among Oklahoma Industries Authority, a public trust, (“OIA”); TC Oklahoma Development, Inc., a Delaware corporation (“TC Oklahoma”); Battelle Oklahoma, LLC, an Oklahoma limited liability company (“Battelle OK”); and Trammell Crow Company, LLC, a Delaware limited liability company (successor by merger to Trammell Crow Company (“Trammell Crow”).

### Background.

MROTC Holdings, LLC, a Delaware limited liability company (“MROTC Holdings”) owns 100% of the membership interests in MROTC Development Partners, LLC, a Delaware limited liability company (“MROTC Partners”), which is a wholly owned subsidiary of MROTC Holdings. The members of MROTC Holdings are (a) TC Oklahoma, a wholly owned subsidiary of Trammell Crow, which owns an 80% interest, and (b) Battelle OK, a wholly owned subsidiary of Battelle Memorial Institute (“Battelle”), which owns a 20% interest.

OIA and MROTC Partners (as assignee of Battelle OK), are parties to the June 20, 2003 Agreement (“the 2003 Agreement”) regarding a project (“the Project”) for the development of a Maintenance, Repair, and Overhaul Technology Center (“MROTC”) adjacent to Tinker Air Force Base in Oklahoma City, Oklahoma. OIA, MROTC Partners (as assignee of Battelle OK), and other public entities are also parties to the December 16, 2003 Memorandum of Understanding (“the 2003 MOU”) regarding the Project.

The 2003 Agreement encompassed a “Project Site” of approximately 360 acres of land (including property owned by the City of Oklahoma City, the Oklahoma City Water Utilities Trust, Oklahoma County, and the Commissioners of the Land Office of the State of Oklahoma). The 2003 Agreement contemplated that OIA would acquire and own the Project Site and the improvements comprising the MROTC, and that MROTC Partners would be responsible for the design, construction oversight, development, leasing, operation and management of the MROTC. The 2003 Agreement also contemplated that the MROTC would be developed in phases (with the timing of development dependent upon finalizing agreements with specific users), and that the same process for acquisition, financing, development, construction, leasing, subleasing and management would be followed for each phase of the MROTC.

As part of the Project, OIA as Landlord and MROTC Partners as Tenant entered into the November 18, 2005 Project Lease Agreement (“the Project Lease”) whereby OIA leased the Leased Premises, as defined in the Project Lease, to MROTC Partners. Also as part of the Project, MROTC Partners and The Boeing Company (“Boeing”) entered into the November 18, 2005 Sublease Agreement (“the Boeing Sublease”) whereby MROTC Partners subleased the Leased Premises, as defined in the Boeing Sublease, to Boeing.

In connection with certain economic development initiative special project grants to the City of Oklahoma City (the “City”) on behalf of OIA for development of the MROTC (the “HUD Grants”), (a) Battelle OK and OIA entered into a HUD Consulting Agreement dated November 28, 2005, in which Battelle OK agreed to indemnify the City and OIA from certain claims arising

under or related to the HUD Grants (the “HUD Grants Indemnity”), and (b) Trammell Crow executed a Guaranty Agreement dated as of November 28, 2005, for the benefit of Battelle OK, OIA, and City, in which Trammell Crow agreed to guarantee payment of any sums that might become due from Battelle OK under the HUD Grants Indemnity, up to a limit of \$2,500,000 (the “HUD Grants Guaranty”).

In 2006, with the assistance of MROTC Partners, OIA obtained financing for acquisition, development and construction of the first phase of the MROTC from Bank of Oklahoma, N.A. (“BOK”) and CTL Lending Group, LLC (“CTL”) in the principal amount of \$26,200,000. To facilitate the loan to OIA, MROTC Partners provided certain assurances for the benefit of CTL in a Joinder and Extension Agreement dated April 1, 2006 (the “J&E Agreement”). In addition, MROTC Partners entered into an Intercreditor Agreement dated as of April 1, 2006 among OIA, CTL, The Bank of New York (“BNY”), BOK and MROTC Partners (the “Intercreditor Agreement”), an Escrow Agreement dated as of April 1, 2006 among OIA, CTL, BNY and MROTC Partners (the “Escrow Agreement”), and a Consent, Subordination and Non-Disturbance Agreement among Boeing, MROTC Partners, OIA, BOK and CTL dated April 1, 2006, as amended by an Amendment to Consent, Subordination and Non-Disturbance Agreement dated August 14, 2008 (collectively, the “Consent, Subordination and Non-Disturbance Agreement”). Trammell Crow executed a Performance and Completion Guaranty in favor of BOK (which was released in 2008), and Trammell Crow also executed a Recourse Indemnity Agreement dated April 13, 2006 (the “Recourse Indemnity”) for the benefit of CTL.

MROTC Partners constructed the improvements for the first phase of the MROTC pursuant to the terms of the Project Lease and a Development Services Agreement between OIA and MROTC Partners dated April 1, 2006 (the “Development Services Agreement”). Effective as of August 14, 2008, after construction of the first phase of the MROTC was completed, the construction loan from BOK was transferred to The Bank of New York Mellon, as trustee of CTL 2006-5 Trust (Boeing/Tinker AFB), successor in interest to CTL Lending Group, LLC (“BNYM”), the permanent lender. The maturity date of the loan from BNYM to OIA (the “BNYM Loan”) is October 14, 2023.

Subject to satisfaction of the conditions set forth in Section 3.12 of the J&E Agreement, MROTC Partners has the right, at any time during the term of the BNYM Loan, to cause a Sale of its interest in the Project, including its interest under the Project Lease and the Boeing Sublease. As defined in Section 3.12(a) the J&E Agreement, “the term ‘Sale’ shall include, without limitation, a conveyance of any legal or equitable interest in MROTC Partners’ interest in the Project.”

### **Purpose.**

The purpose of this Memorandum of Understanding is to set out the terms upon which OIA agrees to (a) purchase from TC Oklahoma and Battelle OK all of the membership interests in MROTC Holdings, and (b) remove TC Oklahoma, Battelle OK, and Trammell Crow from the Project and release each from their obligations as to the Project. This purpose will be accomplished by the following actions:

- TC Oklahoma and Battelle OK will sell, assign, transfer, and convey all of the membership interests in MROTC Holdings to a limited liability company (“New Co.”) which entity will be created by OIA for such purpose.
- MROTC Holdings may distribute any cash balances prior to the closing date, but TC Oklahoma and Battelle OK will have no rights to any future cash or property distributions made by MROTC Holdings on and after the closing date.
- MROTC Holdings will retain all of its other assets, including the membership interests of MROTC Partners and any accounts receivable, and will remain obligated to satisfy its liabilities and obligations from and after the closing date.
- TC Oklahoma and Battelle OK will be responsible for reporting all income and expense of MROTC Holdings (and MROTC Partners) prior to the closing date and the payment of all income taxes as a result thereof. New Co. will be responsible for reporting all income and expense of MROTC Holdings (and MROTC Partners) from and after the closing date, and the payment of all income taxes as a result thereof.
- Pursuant to the assignment, New Co. will become the sole member of MROTC Holdings, which will continue to own 100% of the membership interests in MROTC Partners, including all of MROTC Partners’ right, title, and interest in, to, and under the 2003 Agreement, the 2003 MOU, the Project Lease, the Boeing Sublease, and all other agreements to which MROTC Partners is a party.
- Pursuant to the assignment, MROTC Partners will continue to be responsible for performing all obligations and duties of MROTC Partners, including its obligations under the Project Lease, the Sublease, the Development Services Agreement, the J&E Agreement, the Intercreditor Agreement, the Escrow Agreement, the Consent, Subordination and Non-Disturbance Agreement, and all other agreements to which MROTC Partners is a party.
- In exchange for the assignment, New Co. will pay TC Oklahoma and Battelle OK a total of One Million Eight Hundred Thousand Dollars (\$1,800,000).
- The parties will notify The Boeing Company of New Co.’s acquisition of MROTC Holdings (and its wholly owned subsidiary, MROTC Partners), and will request an estoppel certificate from Boeing as required by Section 3.12 of the J&E Agreement.
- OIA will obtain all consents and approvals from BNYM that may be required under the terms of the J&E Agreement for New Co. to acquire the membership interests in MROTC Holdings.
- New Co. will execute such agreements and instruments, and will deliver certificates and opinions, reflecting its express assumption of all of the terms, conditions and provisions of the J&E Agreement and each other document related to the BNYM Loan to which MROTC Partners is a party, in form and substance reasonably satisfactory to BNYM.
- OIA will cause BNYM to release Trammell Crow from its obligations under the Recourse Indemnity, both retrospectively and prospectively.
- OIA will release, and will cause the City to release, Battelle OK from any remaining obligations under the HUD Grants Indemnity.

- OIA will release, and will cause the City to release, Trammell Crow from any remaining obligations under the HUD Grants Guaranty.
- Thereafter, Trammell Crow, TC Oklahoma, and Battelle OK will not have any involvement in or rights or responsibilities with respect to the Project or as to any agreements to which MROTC Partners is a party, including but not limited to the 2003 Agreement, the 2003 MOU, the Project Lease, the Boeing Sublease, the J&E Agreement, the Recourse Indemnity, the HUD Grants Indemnity, or the HUD Grants Guaranty.
- Each party shall pay its own costs and expenses relating to the transaction contemplated by this Memorandum of Understanding.
- OIA or New Co. will pay all out-of-pocket fees and expenses (including reasonable attorneys' fees and expenses) of any other party, including, without limitation, Boeing and BNYM, in connection with the sale of the membership interests in MROTC Holdings.

Upon execution of this Memorandum of Understanding, the parties will work together in good faith to, within 45 calendar days, prepare and agree to legally-binding agreements setting out the details of how the contemplated transaction will be closed. The parties will thereafter close the transaction within 30 calendar days of their execution and delivery of those agreements.

This Memorandum of Understanding is not binding on the parties. Any binding obligations will arise only at the time mutually-agreeable documents are executed and delivered by all parties agreeing to proceed with closing the transaction contemplated by this Memorandum of Understanding.

This Memorandum of Understanding is entered into this \_\_\_ day of August, 2017.

**Oklahoma Industries Authority**

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

**TC Oklahoma Development, Inc.**

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

**Battelle Oklahoma, LLC**

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

**Trammell Crow Company, LLC**

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

CONSIDER AND APPROVE A RESOLUTION AUTHORIZING AND APPROVING TERMS OF SETTLEMENT FOR THE SALE, RELEASE, AND TRANSFER OF RIGHTS IN PROPERTY ASSOCIATED WITH THE PRESBYTERIAN PROFESSIONAL BUILDING AT 711 STANTON L. YOUNG BLVD. IN OKLAHOMA CITY, OKLAHOMA, AND AUTHORIZING OFFICERS OF THE AUTHORITY TO EFFECTUATE SAME

**WHEREAS**, Oklahoma Industries Authority, to include its Trustees (the “Authority” or “OIA”), has been duly created and is existing and operating as a public body corporate and politic under Title 60, Oklahoma Statutes 2011, Section 176 et seq. (the “Act”), for the purpose of developing and promoting trade, commerce, industry, and employment opportunities for the public good and the general welfare and promoting the general welfare of the State of Oklahoma.

**WHEREAS**, OIA is the record owner of property at 711 Stanton L. Young Blvd. in Oklahoma City, Oklahoma known as the Presbyterian Professional Building, development of which was financed by OIA in 1975 (“Presbyterian Project”).

**WHEREAS**, HCA Health Service of Oklahoma, Inc., current operator of the Presbyterian Project, has requested that OIA release it rights to the property associated with the Presbyterian Project.

**WHEREAS**, the history and status of the Presbyterian Project is generally described as follows:

1. February 1975 – OIA purchased the land from the Oklahoma City Urban Renewal Authority to develop it as a medical building.

2. March 1975 – Presbyterian Office Building, Ltd. (“POB”), an Oklahoma limited partnership, was formed. Presbyterian Hospital, Inc. was its general partner and Leo Oppenheim & Co., Inc. and others were its limited partners. POB’s Certificate of Limited Partnership stated that POB’s existence would terminate on March 1, 2005.

3. March 1, 1975 – OIA and POB entered into a Lease (“Lease”), a copy of which is provided herewith, of the property for a primary term of 30 years (to expire February 28, 2005). Pursuant to the Lease, OIA was to construct a building on the property for POB’s occupancy and provide the funds to do so by issuing bonds in the amount of \$4,500,000, to be designated as the *Oklahoma Industries Authority, First Mortgage Revenue Bonds 1975, Presbyterian Professional Series* (“Bonds”).

4. March 1, 1975 – OIA and the First National Bank and Trust Company entered into a Bond Indenture for construction of “Presbyterian Medical Center” on the property. The Bond

Indenture references the Lease from OIA to POB. POB was required to pay the monthly payments on the Bonds as its rent under the Lease.

5. 1985 – HCA Affiliated Services of Oklahoma, Inc. bought POB.

6. May 17, 2004 – According to Oklahoma Secretary of State records, POB’s existence was terminated.

7. February 28, 2005 – The primary term of the Lease expired. No evidence has been identified showing that renewal options provided by the Lease were exercised.

8. March 2005 – The Bonds were paid in full.

9. March 1, 2005 to date – OIA has received no rental payments related to the property.

10. The Oklahoma County Assessor records show currently show OIA as the record owner of the property and its current market value is shown to be \$7,925,200. Those records also show that tax statements are sent to OIA “in care of” Columbia HCA Healthcare Corp, which has been paying the ad valorem taxes.

**WHEREAS**, the Lease provided for an option to purchase the property in favor of POB, with its provisions and status generally described as follows:

1. After March 1, 1985, Lessee (“POB”) had the right to purchase the Project by giving OIA 120 days’ prior written notice “at a purchase price to be paid to the Bank which shall be the amount required, if any, to pay all outstanding principal indebtedness remaining on the Bonds...and any applicable redemption premium, plus interest...plus all expenses incidental to the redemption and retirement...plus the sum of \$1000;” and, no evidence has been identified showing that Lessee gave such a notice prior to the Bonds being paid in full as required to exercise the option to purchase and the \$1000 payment required to exercise the purchase option was not paid to OIA.

2. Section 26 of the Lease further provides that if Lessee has not exercised such option to purchase during the Primary or extended term of the Lease, then such right shall be lost and shall be at an end for all purposes; “except however, should all Bonds and other indebtedness of the Authority relating to the Project be paid and retired, then this sentence shall not be effective until Lessor has given Lessee notice that all Bonds and indebtedness have been discharged, and Lessee shall not have given such notice of the exercise of the option within twenty (20) days from the receipt thereof;” and, no evidence has as yet been identified that showing that OIA gave Lessee notice that the Bonds were paid in full; however, John Michael Williams, OIA General Counsel, has advised that the facts of this matter support an argument that the Lessee had actual notice and that the notice contemplated by Section 26 was therefore not required.

**WHEREAS**, John Michael Williams, OIA General Counsel has advised that the matter of the ownership of the property associated with the Presbyterian Project involves challenging and complicated questions involving the law of leaseholds estates, options to purchase real estate, notice and mortgages, and has recommended that rather than litigate the question of ownership of the property, with its resulting legal costs and uncertainty of result, that OIA offer to sell, release, and transfer its rights in the property associated with the Presbyterian Project to HCA Health Service of Oklahoma, Inc., or a related or other entity, in compromise and settlement of a disputed claim, for and in consideration of the payment of \$500,000 in cash to OIA.

**NOW, THEREFORE, BE IT RESOLVED** by OIA and its Trustees as follows:

Based on the forgoing advice and recommendation of John Michael Williams, OIA General Counsel, the Chairman, Vice-Chairmen, General Manager, and the General Counsel, or any one of them (collectively “Officers of OIA”), are authorized to offer to sell, release, and transfer OIA’s rights in the property associated with the Presbyterian Project to HCA Health Service of Oklahoma, Inc., or a related or other entity, in compromise and settlement of a disputed claim, for and in consideration of the payment of \$500,000 in cash to OIA (“Settlement”), which settlement is hereby approved, and the Officers of OIA are authorized to take all actions necessary to effectuate the Settlement including approval and execution of agreements, instruments of conveyance, certificates and other documents, all for and on behalf of OIA.

**ADOPTED** September 26, 2017.

OKLAHOMA INDUSTRIES AUTHORITY

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Chairman

ATTEST:

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Secretary

Reviewed for form and legality.

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John Michael Williams  
General Counsel

LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Lease entered into as of the 1st day of March, 1975, by and between Oklahoma Industries Authority, an Agency of the State of Oklahoma (hereinafter called "Lessor"), and Presbyterian Office Building, Ltd., a limited partnership organized under the laws of the State of Oklahoma (hereinafter called "Lessee");

WITNESSETH:

In consideration of the covenants herein contained and the sum of One Dollar in hand paid the parties agree:

Section 1. Lessor represents that:

(a) It is an instrumentality duly organized and existing under the laws of the State of Oklahoma established for the benefit of Oklahoma County, Oklahoma, a body politic; that it has full power and authority to enter into this Lease; that by full and appropriate action of its Board of Trustees, its officers have been authorized to execute and deliver this Lease; and that in entering into this Lease and in performing its obligations thereunder it will be acting in furtherance of the public purposes for which it was created and pursuant to the provisions of Title 60, Oklahoma Statutes, Sec. 176, et seq.;

(b) Neither the execution nor delivery of this Lease by Lessor, nor the consummation of the transactions contemplated hereby, nor compliance with the terms, conditions or provisions of this Lease, nor the sale of any bonds or other evidences of indebtedness, nor any lien or pledge of any indenture securing such bonds to be issued by Lessor as hereinafter described, conflicts with or constitutes a breach of the terms, provisions and conditions of, nor constitutes a default under, any agreement or instrument under which Lessor is obligated or by which it is bound;

(c) Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated hereby, nor compliance with the terms and provisions hereof, violates any applicable law, nor, to Lessor's knowledge, will such actions or any of them create a default under any order, writ, injunction or decree of any court, or of any order, regulation or demand of any governmental agency;

(d) The right of the Lessee to exercise the purchase option set forth in Section 26 of this Lease to acquire the Project (as hereinafter defined) free and clear of all liens, charges or encumbrances, except those excepted herein (as described in Exhibit "A" hereinafter referred to), and those made or suffered or permitted by Lessee, cannot be impaired by reason of the terms of or any default under any existing contract or indenture or other obligation to which Lessor is a party or by which it is a party or by which it is bound.

Section 2. Lessee represents that:

(a) It is a limited partnership organized under the laws of the State of Oklahoma; that its general partner is Presbyterian Hospital, Inc.; that it has the power to enter into this Lease and to perform all of its obligations hereunder; and that its general partner has the power, and has been so authorized, to enter into this Lease on behalf of the Lessee.

(b) Its general partner is a corporation not for profit organized under the laws of the State of Oklahoma; that the said general partner has been determined to be a corporation within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended (the "Code"); that the general partner does not, directly or indirectly, own more than fifty per cent (50%) of the capital interest or profit interest in Lessee; that no other person, firm or corporation owns, directly or indirectly, more than fifty per cent (50%) of the capital interest or the profit interest in Lessee.

(c) That within three (3) years next preceding the date of this Lease Lessee has not made capital expenditures with respect to capital facilities in the City of Oklahoma City, Oklahoma, which when added to the amount of the bond issue hereinafter described in Section 5 hereof shall exceed the sum of Five Million Dollars (\$5,000,000.00).

(d) The Project, including all contract documents, plans, specifications and permits relating thereto are in full compliance with any applicable rule, determination, requirement or agreement, express or implied, of or with the Oklahoma City Urban Renewal Authority.

Section 3. (a) Lessor by these presents does hereby lease, assign, grant and set over unto Lessee, for the term hereinafter set forth, real estate in Oklahoma County more particularly described in Exhibit "A" attached hreto, together with all improvements thereon and to be constructed thereon.

(b) Lessor shall construct improvements on the said real estate, at its cost and expense (subject to delays caused by changes ordered in the work by Lessee, or by strikes, lockouts, fire, war, adverse weather conditions, unusual delay in transportation, unavoidable casualties, labor or material shortages or any causes beyond the control and without the fault of Lessor), including the installation of certain machinery and equipment which shall be of the size, type of construction, with such additional structures and improvements, as are set forth and shown in Plans and Specifications attached hereto as Exhibit "B".

(c) As used herein, the term "the Project" shall mean collectively the said real estate, any existing improvements, the additional structures and improvements, and all machinery or equipment now or hereafter owned by the Lessor and placed thereon.

(d) Lessor shall construct said building and all facilities and support appurtenances thereto in accordance with said Exhibit "B" and in the event that during construction Lessee shall desire to alter, add to, delete from, change or modify said Exhibit "B", Lessee shall submit to Lessor a "Change Order" showing said changes or additions and the detailed costs therefor. Upon acceptance of such Change Order, such changes or additions shall be incorporated therein.

(e) In the event Lessee after completion desires to include certain special items in addition thereto, or to alter, add to, delete from, change or modify the Project in any manner, any and all such alterations, additions, changes, improvements or modifications, or any change in the size, dimensions or type of construction of said building, or any further additions thereto, or any facilities other than those basic improvements described and shown in the said Plans and Specifications, including heating, plumbing, air conditioning and electrical service, shall be constructed or installed by Lessee at its cost and expense.

(f) The total cost to Lessor of the Project, including underwriting fee, filing costs and closing expenses, legal and financing costs, together with the improvements to be erected by Lessor as aforesaid, shall in no events exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00). Should such total be exceeded the required excess funds shall be provided by Lessee at the request of Lessor and without subsequent reimbursement.

(g) Lessee covenants that all actions heretofore taken by Lessee or its general partner with regard to the construction of the Project, including the making of contracts, and all actions hereafter to be taken by Lessee or its general partner with regard to the completion of construction of the Project have been and will be in full compliance with the Indenture (as hereinafter defined), this Lease and all pertinent laws applicable to Lessor or Lessee. Lessee acknowledges that any review of any such actions heretofore or hereafter taken by Lessor or counsel has been or will be solely for the protection of Lessor. Neither such review nor any action taken by Lessor with regard to the completion of construction of the Project shall estop Lessor from enforcing the foregoing covenant.

(h) No recourse shall be had by Lessee for any claims based on the Indenture or this Lease against any trustee, officer, employee or other agent of Lessor, all such liability, if any, being expressly waived by Lessee by the execution of this Lease.

(i) Nothing in this Lease is intended to require or obligate Lessor to provide, apply or expend any other funds of Lessor except the money derived in connection with the Project, including the proceeds of bonds and payments received pursuant to this Lease and the Indenture.

(j) Lessee transfers to Lessor title to and ownership of all of the plans, specifications, reports, surveys, estimates of cost, awards, contracts, change orders, amendments, or other contract documents, papers and other instruments pertaining to the construction of the Project which may be necessary or convenient to Lessor in financing, carrying out and constructing the Project (herein called, collectively, the "Project Documents"). Lessee agrees to hold the Project Documents in a safe and proper manner for and on behalf of Lessor and subject to the right and privilege of Lessor to request at any reasonable time possession or examination of any or all of the Project Documents, and Lessee agrees to make any or all of the Project Documents available to Lessor, the Bank, as hereinafter defined, or their representatives or agents upon request.

(k) Lessee assigns to Lessor all of its contracts pertaining to the Project, and the rights, interests, privileges and benefits thereunder and shall transfer to Lessor, subject to Lessor's acceptance, all of Lessee's obligations and liabilities under such contracts executed by Lessee or its general partner in connection with the planning, design and construction of

the Project, including contracts with the Oklahoma City Urban Renewal Authority and for work, materials, professional and other services, equipment, machinery and other facilities in the construction and completion of the Project. Lessee represents that all consents and approvals of the contracting parties under such contracts, required for any such transfer to Lessor, have been duly obtained. Lessor agrees to accept such assignments and assume such obligations and liabilities, subject to the condition that they shall be payable solely out of the Bond proceeds available therefor. Lessee further agrees to execute such powers of attorney and other documents, authorizing Lessor to act in Lessee's name, stead and behalf, as Lessor may reasonably request, and to do all things necessary to enable Lessor to enforce such contracts.

Section 4. (a) The term of this Lease shall be thirty (30) years from the date hereof (the "Primary Term"). Provided this Lease shall not have been cancelled under any of the permissive provisions of this Lease, then Lessee at its option may obtain two (2) successive extensions of the term of this Lease for further periods of five (5) years each, upon the same terms and conditions in effect at the end of the Primary Term, by giving Lessor notice in writing of its intention to exercise such option, not less than three (3) months prior to the expiration of the Primary Term or any extension thereof.

(b) Lessee may place fixtures, machinery, equipment, inventory and supplies in and upon the demised real estate prior to substantial completion of the contemplated improvements, upon condition, however, that such do not interfere with uninterrupted continuation and completion of construction.

Section 5. (a) To provide the funds referred to in Section 3(f) above, Lessor will issue or cause to be issued one series of serial or term Bonds to be designated "Oklahoma Industries Authority, First Mortgage Revenue Bonds 1975, Presbyterian Professional Series" (the "Bonds"), in the total principal amount of \$4,500,000.00. The Bonds shall be created, issued and secured as provided by a Bond Indenture (the "Indenture") and the Indenture Trustee thereunder is referred herein to as the "Bank". The annual rental to be paid by Lessee to Lessor by reason of this Lease shall be the sum of:

(i) The exact amount of the annual debt service requirements of Lessor to pay interest on and to retire the principal of the Bonds; and

(ii) The annual fees of the Bank and the Paying Agents; one-twelfth (1/12th) of which is payable on the first day of each month, with the first payment due as of the first day of the month during which Lessor receives the proceeds from the sale of the Bonds.

(b) If all of the principal of and interest on the Bonds and any Supplemental Bonds that may hereafter have been issued under the permissive provisions of the Indenture shall have been retired by Lessor at or prior to the expiration of the term or any extended term of this Lease, then and thereafter, the rental shall be \$1,000.00 per year, payable semi-annually in arrears. The term "year" does not mean calendar year, but shall be a twelve months period commencing upon the happening of such event, and should there be a fractional portion of a twelve month period immediately prior to the final expiration of this Lease, then that final period shall be prorated by the relation the number of months or fraction thereof bears to twelve.

(c) An annual audit of the Authority is required by Title 60 O.S. Sec. 180.1. The cost of such audit shall be paid by Lessor. Such cost shall be reimbursed to Lessor by Lessee; and in the event such audit shall include other projects of Lessor, such cost shall be prorated based upon the outstanding indebtedness of Lessor as of the date of the audit as to each such project.

(d) The obligations of Lessee to make the payments required in this Section 5, and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, regardless of the continued existence of any portion of the Project in a physical condition satisfactory to Lessee. Until such time as the principal of, premium, if any, and interest on the Bonds and any Supplemental Bonds shall have been fully paid or provision for payment thereof shall have been made, the Lessee:

(i) shall not suspend or discontinue any payments provided for in paragraph (a) of this Section 5, (ii) shall perform and observe all of its other agreements contained in this Lease; and (iii) except as affirmatively provided in this Lease, shall not terminate the Lease for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project,

commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Oklahoma or any political subdivision thereof, or any failure of Lessor to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease.

(e) All rentals or other payments due under this Lease shall be paid to the Authority at the trust offices of the Bank.

Section 6. (a) Lessor shall not be obligated or required at any time to repair or maintain the Project, the machinery or equipment therein, nor any part thereof, nor to make or bear any part of the expense of any improvements, alterations, changes, additions, repairs or maintenance of any nature whatsoever in or about the same nor the improvements thereon nor equipment therein. Lessee agrees at all times during the term hereof, and at its own cost and expense, to keep the Project, and each and every part thereof, including the roof, walls, structural members, fences, heating and air conditioning equipment, plumbing and roadways in good condition and repair; to conform during the term of this Lease to the provisions of any applicable safety law or ordinance (whether intended to protect the employees of Lessee, the public or otherwise) now in effect or hereafter adopted; to meet the applicable requirements of any duly authorized public officer; to keep the Project, the exterior grounds and all appurtenances thereof in good repair and condition; and to return the same to Lessor upon termination hereof in good repair and condition, except for reasonable use thereof and normal and routine obsolescence.

(b) Any requirements now or hereafter made by any competent official acting under the Williams-Steiger Occupational Safety and Health Act or as amended with respect to any modification of the Project is the responsibility of Lessee.

(c) Without being in default under this Lease, Lessee shall have the right to contest, by appropriate legal proceedings diligently conducted in good faith, the validity or applicability of any law, ordinance, rule or regulation, and to delay compliance therewith pending the completion of such proceedings; and provided, further, that no civil or criminal liability will thereby be incurred by Lessor, or lien or charge imposed upon or satisfied out of said Project.

Section 7. The Project shall be used and occupied by Lessee for the purpose of conducting therein and thereon those activities related to the normal and customary business of Lessee as now or in the future conducted, and the parking of automobiles and trucks, and such other purposes as Lessee may deem necessary in the conduct of the aforementioned operations of its business.

Section 8. Lessor covenants (a) that it is lawfully seized of the real estate, subject only to the lien of the Indenture; (b) that it has full right to make this Lease; and (c) that Lessee shall have quiet and peaceful possession of the Project as against all parties claiming title to or right to the possession thereof.

Section 9. No later than 1 March 1980 Lessee shall, at its own expense, retain a qualified, independent consultant or engineer, approved by the Bank, to make a detailed inspection of the Project and make a report in writing as to the findings of such inspection. A similar inspection shall be made each five years. If repairs are required, as determined by the inspection, the Lessee shall, at its own expense, make such repairs.

Section 10. (a) Lessee may sublet portions of the improvements constituting part of the Project without the written consent of Lessor; provided, however, that from time to time, and at the request of the Bank, the Lessee shall assign such subleases, rental agreements and tenancies to the Bank as further security for the faithful payment of the sums provided by Section 5 of this Lease.

(b) Except as provided in paragraph (a) of this Section 10, this Lease may not be assigned or the Project sublet as a whole without the written consent of Lessor, which consent shall not be unreasonably withheld.

Section 11. Lessor reserves the right to mortgage all or any part of the Project to the Bank, and to assign its interest in and pledge all moneys receivable under this Lease to the Bank as security for payments of the principal of and interest on the Bonds, but each such mortgage, assignment or pledge shall be subject and subordinate to the right of Lessee and its

tenants to all rights under this Lease as long as Lessee is not in default under any of the terms hereof.

Section 12. Lessee will not consent to nor permit any use of the Project which shall be contrary to any valid law of the State of Oklahoma or to any valid municipal ordinance for the time being then in force.

Section 13. (a) Lessee shall have the right, at its own cost and expense, from time to time, to rearrange office space and suites of offices, and to make any additions, modifications or improvements to the Project as it may deem desirable that do not adversely affect the structural integrity of any of the improvements or change the nature of Lessee's use of the Project; but all such additions, modifications and improvements made or placed by Lessee upon its leasehold estate shall become the property of Lessor, if the same enter into or become a part of Lessor's building. Any other additions, modifications and improvements made hereunder and owned by Lessee may be removed by Lessee at any time; provided, however, that any damage to the Project caused by such removal shall be repaired promptly by Lessee at its own cost and expense.

(b) Lessee may, subject to any covenant with respect thereto in favor of the State of Oklahoma, erect, place or maintain only such sign or signs on the Project as are usual to the type of operation conducted by Lessee. Lessee shall not permit the use of the Project for any other public form or type of billboard, sign, display panel or advertising media of a kind or character not related to the business of Lessee or being carried out on the Project.

(c) Either the Bank or the Lessor, their officers and agents, may, during the primary or any extended term of this Lease, at reasonable times, enter to view and inspect the Project; and at any time within three (3) months next preceding the expiration of the term hereof as provided in Section 4 hereof, may show such Project to others and affix to any suitable part of such Project a notice for letting or selling said Project, and keep same affixed without hindrance or molestation.

(d) Lessee shall furnish to the Bank a copy of its annual audit as may be prepared by Certified Public Accountants, or in lieu thereof, a balance sheet and income statement as of the close of each fiscal year, certified to by the chief financial officer of its general partner.

(e) The full faith and credit of both Lessee and its general partner is pledged to the faithful performance by Lessee of all the provisions of this Lease.

Section 14. (a) Lessee covenants and agrees that it will not make capital expenditures, as the same are hereinafter defined, in an aggregate amount, which together with the previous capital expenditures of Lessee and the aggregate principal amount of the Bonds described in Section 5 hereof, would cause the interest on any Bond or Bonds issued pursuant to said Section 5 to be not exempt from Federal Income Tax under Section 103 of the Code. The term "capital expenditures" as used in this Section 14 shall mean the expenditure of money: (i) as defined in Section 103 of the Code, or in an Internal Revenue Service Regulation or Ruling made pursuant to said legislation or in any court or administrative decision with respect thereto; and (ii) made within a period of three (3) years following and three (3) years preceding the date of this Lease.

(b) Lessee further covenants that during the three (3) year period following the date of this Lease it will not cause nor permit the ownership, directly or indirectly, of its capital interest or its profit interest to be altered, transferred, assigned or otherwise acquired so that any of its partners, general or limited, shall have more than a fifty percent (50%) interest therein.

(c) In the event that the Internal Revenue Service shall determine that, as a result of capital expenditures by Lessee, or by any other person, firm or corporation, the interest on any Bond is not exempt from Federal Income Tax, and Lessee shall not have commenced and then be continuing to contest any such determination by the Internal Revenue Service (or, if Lessee shall contest such determination, there has been a final judgment by the highest court of competent jurisdiction to which the matter may have been appealed affirming such determination or such final judgment as the case may be), and upon a closing date determined by the Lessor, Lessee shall purchase the Project from Lessor (and this Lease shall thereupon terminate), by depositing with the Bank an amount equal to the sum of the following:

(i) the sum of 104% of the principal amount of the then outstanding Bonds;

(ii) interest on all of such outstanding Bonds, accrued to the date of such purchase;

(iii) fifty per cent (50%) of the amount of interest, if any, on all of such outstanding Bonds which had been subject to Federal Income taxation up to the date of such purchase by reason of such determination or such final judgment;

(iv) fifty per cent (50%) of the amount of interest, if any, up to the date of such purchase, which had been subject to Federal Income taxation by reason of such determination or such final judgment, on any such Bonds theretofore retired as to principal;

(v) the fees and expenses of Lessor, the Bank and Paying Agents involved in redeeming all of such Bonds.

(c) Any moneys held by Lessor or the Bank or Paying Agent at the time of such purchase, for application to interest or principal upon any Bond, except Bank and Paying Agent fees, shall be applied at such time to the reduction of such purchase price.

(d) Prior to the date of such purchase, Lessor shall take all proceedings required and in the manner provided by the Indenture to effect redemption of the Bonds and to make provision for payment on such date of redemption of the amount provided for in subparagraph (iv) of Section 14(b) of this Lease to former holders of the Bonds referred to in said subparagraph.

(e) Upon such purchase and deposit of the aforesaid aggregate amount, Lessor shall transfer to Lessee good and marketable title to the Project, free from encumbrances, except those that may have been suffered or permitted by Lessee. Upon such transfer and conveyance the Lessor shall be wholly without interest in or to the Project.

(f) Upon the learning by Lessor of any such contemplated determination by the Internal Revenue Service, as aforesaid, Lessor shall promptly inform Lessee of such fact or circumstance, and Lessee shall have the right to resist such proposed determination in any way it may decide, in its own name

or, upon notice to Lessor, in the name of Lessor. Lessor agrees that, in the event Lessee shall determine to resist any such determination, it will cooperate fully with Lessee and take all reasonable action which Lessee may request of it with respect to such contest. All costs of such contest, litigation and procedure, including attorneys' fees, shall be paid by Lessee.

(g) Should any pending or future legislation adopted by the Congress and enacted into law enlarge or extend the present \$5,000,000.00 limitation contained in Section 103 of the Code then this Section 14 shall be deemed modified accordingly.

Section 15. (a) Lessee and Lessor will at all times throughout the term of this Lease cooperate with each other in every way to insure the exemption from Federal Income Tax of the interest on the Bonds, and for the same to continue to qualify for such exemption throughout the term of this Lease.

(b) Lessee shall be responsible for providing and filing annual statements and all other documents as may be required from time to time by Internal Revenue Service Regulations.

(c) Lessor represents that all Bonds to be issued pursuant to Section 5 hereof will be sold and delivered under circumstances which will exempt said sales from registration under the Securities Act of 1933 and without the need for registration under or qualification pursuant to the Trust Indenture Act of 1939, as now in effect.

Section 16. (a) No mechanic's or other statutory lien shall be permitted against the Project, or any part thereof, on account of any work, labor or material furnished respectively to Lessor or Lessee in connection with any improvements made or to be made thereon or therein. In the event any such purported lien shall be filed or made, the party charged, Lessor or Lessee, as the case may be, shall promptly pay and discharge same. If Lessee shall default in the payment of any such lien for thirty (30) days after such lien shall have been filed against said Project, Lessor shall have the right and privilege, at its option, to pay the same, or any portion of same, and to pay any sum necessary to prevent a judgment or execution, or sale or forfeiture made on account thereof; and the amount so paid, including all expenses and reasonable attorneys fees, shall be repaid

to Lessor at the next rent-paying date after such payment, together with interest thereon at the rate of ten per cent (10%) per annum from the date of payment by Lessor until repaid as aforesaid.

(b) Before making any such payment, Lessor shall first give written notice to Lessee of its intention so to do, and in the event Lessee shall thereupon and within ten (10) days after receipt of such notice notify Lessor in writing that it believes it has a valid defense to any such asserted claim or lien and desires to contest same, and shall thereupon proceed with diligence to have the validity thereof determined by proper proceedings, legal or otherwise, then Lessor shall not make such payment until the validity thereof has been determined by final adjudication or action, unless it be necessary that such payment be made to prevent or redeem from a sale or forfeiture of any of the aforesaid Project.

(c) The original or a true copy of any notice, writ, process or demand that may be made upon either party with respect to any form of lien, charge, tax or assessment, shall promptly be forwarded to the other party.

Section 17. Should the State of Oklahoma (i) assess or collect taxes from either Lessor or Lessee on the basis of the value of the whole or any part of the Project; or (ii) collect such taxes on any other basis designed to produce revenue in lieu of ad valorem taxes to be applied for the purposes to which ad valorem taxes are committed as of the date of this Lease then and in either of such events, any tax that shall be determined as the obligation of the Lessor because of the existence of the Project shall be paid by Lessee. Lessee may contest any such intended tax or levy thereof in like manner and with like prerogatives as provided by Section 18(b) hereof.

Section 18. (a) Lessee shall pay as the same becomes due all special assessments lawfully levied against the real estate constituting the Project, and all personal property taxes lawfully assessed against all equipment and personal property of Lessee placed in or on the Project during the Primary Term of this Lease or any extension thereof, which if not paid, would become a lien on the Project or upon Lessee's leasehold estate; provided, however, that with respect to any such assessment or tax that may be lawfully paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Primary Term or any

extension thereof. In the event the Primary Term of this Lease does not commence on the first day of the tax year or does not terminate on the last day of the tax year, the taxes and special assessments for such years shall be prorated.

(b) Lessee may, at its own expense and in its own name and behalf, or in the name and behalf of Lessor, in good faith contest any such assessment and, in the event of such contest, may permit the tax or assessment so contested to remain unpaid during the period of such contest or any appeal therefrom, if, during such period, enforcement of such contested item is effectively stayed, or the title of Lessor to any part of the Project is not otherwise materially endangered or subjected to loss or forfeiture. Lessor shall cooperate fully with Lessee in any such contest.

Section 19. (a) Lessee shall at its expense during the term of this Lease maintain for the protection of itself and Lessor, fire and extended coverage insurance in an amount not less than eighty per cent (80%) co-insurance of the cost of the Project. Lessor and the Bank shall be named as additional insureds in said policies. Such insurance shall not be subject to cancellation upon less than ten (10) days notice to Lessor. In the event any improvements on the Project suffer loss or destruction, said improvements shall be restored by Lessee as expeditiously as practicable; and the Bank shall so apply such proceeds. The rentals provided herein shall not abate during the period of restoration. The fire and extended coverage insurance required to be carried by Lessee pursuant to this Section shall include such risks as are covered by the "standard fire and extended coverage" policies now or hereafter in use.

(b) If the damage or destruction by fire or other casualty to the Project is more than fifty per cent (50%) of the total value of all improvements, excluding personal property of and the improvements made by Lessee, Lessee may elect in lieu of having said improvements restored, to purchase the Project and to pay all outstanding principal indebtedness plus accrued interest, together with all expenses of Lessor incidental to the redemption and retirement of the balance of such indebtedness in a manner provided by Section 26. Lessee shall have thirty (30) days from the date of such casualty in which to make its election and serve written notice thereof on Lessor

and the Bank. If Lessee so exercises its election to purchase, the proceeds of all insurance shall be available to it for such purpose; and the balance thereof, if any, shall be the property of Lessee.

(c) The obligation of the Lessee to pay the rental hereunder shall not be affected by the loss or damage to any building or improvement on the Project by reason of fire or other hazard.

(d) All insurance hereinabove provided for shall be procured from substantial and responsible insurance companies, authorized to do business in the State of Oklahoma, which companies are rated "A" or better by Best's Reports. All such policies shall waive rights of subrogation against the respective parties hereto, their agents and employees. Evidence of such insurance and the payment of premiums thereon shall be provided to Lessor.

Section 20. Lessee shall keep and save Lessor free and harmless from any and all liability for injury or damage of any character to persons or property occurring upon the Project during the term hereof due to any cause, including freezing, leakage (liquid or gas) and plumbing. Lessee shall maintain in full force and effect at its expense throughout continuance of this Lease public liability insurance in amounts not less than hereinafter specified, including excess liability coverage, for the protection of the parties as their respective interests may appear under this Lease against liability for damage to persons or property arising during the life of this Lease:

\$ 50,000.00	Property damage.
\$ 500,000.00	For death or injury to any one person in any one accident.
\$1,000,000.00	For death or injury to two or more persons in any one accident.

A copy of each insurance policy, or certificate thereof, issued by a responsible company or association authorized to issue such policy or policies under the laws of the State of Oklahoma, shall be delivered to Lessor within a reasonable period of time after the same is issued by the company or companies or association or associations issuing such policy or policies.

Section 21. If the Project, or any part thereof, is taken under the exercise of the power of eminent domain by any governmental authority, or by

agreement in lieu thereof, the entire condemnation award (or the amount agreed upon in lieu of an award in condemnation), with respect to such taking, shall be paid to the Bank and applied as hereinafter provided:

(a) If all or substantially all of the Project is so taken, this Lease shall terminate (except as to the provisions of this Section 21) as of the forty-fifth (45th) day after the receipt by the Bank of the entire Net Condemnation Award or amount in lieu thereof. (The term "Net Condemnation Award" means the total amount awarded or agreed upon as compensation for the property taken, less and except all attorneys' fees and other reasonable costs and expenses incurred in the condemnation proceeding with respect to which such award was made.) Should this Lease be terminated pursuant to the provision of this subsection (a) neither party shall be liable to the other for damages for failure to fulfill the obligations undertaken by each in this Lease, other than (i) those obligations set forth in this Section 21; and (ii) obligations for damages accrued hereunder prior to the date of such termination.

(b) If the Net Condemnation Award is insufficient to pay and retire all the Bonds that are then outstanding [including, without limitation, principal, premium if any, interest to maturity or earliest practicable redemption date (whichever is earlier) the expenses of redemption and the Bank's fees], in accordance with the applicable provisions of the Indenture, Lessee will pay to the Bank the amount of such deficiency as additional or prepaid rental.

(c) If the Net Condemnation Award is in excess of the sum needed to pay and retire all such outstanding Bonds, as aforesaid, then such excess shall be paid to Lessee.

(d) Any provisions herein to the contrary notwithstanding, Lessee shall not be required to pay any rent hereunder after the receipt by the Bank of a Net Condemnation Award in an amount sufficient to provide for the full retirement of such outstanding Bonds.

(e) If less than all or less than substantially all of the Project is so taken, this Lease shall continue in full force and effect and the Net Condemnation Award shall be applied by the Bank:

(i) First, to the repair, rebuilding, restoration or rearrangement of the Project so as to make it suitable for the uses for which it was leased hereunder; and

(ii) The balance, if any, shall be applied to the redemption of the outstanding Bonds, without credit against the installments of rent thereafter coming due hereunder.

(f) If the use, for a limited period, of all or part of the Project is so taken, this Lease shall continue in full force and effect. If the period of such taking expires on or before the expiration of the Primary Term of this Lease or any extension thereof, Lessee shall be entitled to receive the entire condemnation award made therefor, whether by way of damages, rent or otherwise, and shall, upon being restored to possession, restore the Project to the condition existing immediately before such taking, which such changes, alterations and modifications as shall be approved in writing by Lessor and as shall not impair the operating unity thereof. If the period of such taking expires after the expiration of the term of this Lease, Lessee shall be entitled to receive that portion of the award allocable to the period from the date of such taking to the expiration of such term and Lessor shall be entitled to the remainder thereof.

(g) The provisions of this Section 21 do not restrict the right of Lessor or Lessee to appeal the award made by commissioners or any court in any condemnation proceedings. Lessor shall cooperate fully with Lessee in the handling and conduct of any prospective or pending condemnation proceeding and shall permit Lessee to litigate any such proceeding in the name and on behalf of Lessor. In no event shall Lessor voluntarily settle or consent to settlement of any prospective or pending condemnation proceeding without written consent of Lessee.

Section 22. (a) In the event Lessee:

(a) Permits itself to be dissolved as a Limited Partnership; or

(b) Fails to pay any rental, amount or fee set forth in any Section of this Lease, not limited to any rental payment, when the same becomes due and payable; or

(c) Defaults in the performance of any other term, provision, covenant or condition on its part to be performed under this Lease; or

(d) Files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent [and such adjudication is not

set aside within ninety (90) days] or takes the benefit of any Federal reorganization, composition, readjustment or liquidation procedure; or

(e) Makes a general assignment for the benefit of creditors or takes the benefit of an insolvency law of the State of Oklahoma; or

(f) Permits its interest under this Lease to be sold under any execution or process; or

(g) Permits a trustee in bankruptcy, receiver, assignee for the benefit of creditors or liquidator to be appointed or had for Lessee or any of its interests under this Lease;

then and in any such event (hereinafter referred to as a "default"), unless Lessee shall have forthwith cured or caused to be cured such default, within ten (10) days after written demand of Lessor with respect to a default under paragraph (a) of this Section 22, and within thirty (30) days with respect to a default under paragraph (b) of this Section 22, or if such default is incapable of being cured within said period, unless Lessee be diligently pursuing corrective action within said period and diligently pursued such action until the default is cured, Lessor may exercise any one or more of the following remedies:

(i) Lessor may terminate this Lease, exclude Lessee from possession of the Project, and use its best efforts to lease said Project to another for the account of Lessee, holding Lessee liable for all rentals and other payments due up to the effective date of such new leasing and for the excess, if any, of the rent and other amounts payable by Lessee under this Lease, over the rents and other amounts which are payable under such new Lease;

(ii) Lessor may, with the prior consent of the Bank, as provided in the Indenture, declare all rentals, amounts and fees due under the terms of this Lease, plus any sum required to meet applicable redemption premiums, to become due and immediately owing and to accelerate payment thereof;

(iii) Lessor may apply to any Federal or State court of competent jurisdiction for appointment of a receiver or a trustee for all of the properties of Lessee under this Lease for the purpose of permitting the Project to be operated and maintained for the purpose of paying the rentals, amounts and fees due hereunder.

(b) Waiver by either party of any breach of this Lease shall not be deemed a waiver of similar or other breaches thereof; nor shall the failure of either party to take action by reason of any breach be deemed a waiver of any right thereafter to take such action. The rights and remedies in favor of Lessor under this Section 22 shall be cumulative and nonexclusive of any other remedy to which Lessor shall be entitled at law or in equity. Any defense, right, credit or other position given Lessee under the laws of Landlord and Tenant of the State of Oklahoma shall not be deemed to have been waived by any provisions of this Section 22.

Section 23. (a) By Section 3 of Article IV of the Indenture there has been created a Bond Purchase Account the funds in which may be used by the Bank to purchase Bonds on the open market. From time to time and as Lessee may determine, Lessee may make payment of additional sums of rent, with instructions that such additional rental payments be deposited in the Bond Purchase Account. At any time there be funds in said account, the Lessee may advise the Bank as to Lessee's wishes with respect to such open market operations and the Bank shall endeavor to effect such purchases in the manner provided by said Section of the Indenture.

(b) Additional rental payments made pursuant to this Section shall not have the effect of remitting the rentals due the Lessor from Lessee, except as the same may be diminished by Section 3(b) of said Article of the Indenture.

Section 24. Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the Primary Term of this Lease or any extension thereof, on the date herein specified and the term thereof shall expire on the date herein mentioned without notice being required from either party.

Section 25. In the event that the term of this Lease runs for the Primary Term and the extended terms as provided in Section 4 hereof, and Lessee desires to further rent or lease the Project, it will give to Lessor

notice of its desire to continue the renting or leasing and the extent of the additional term desired. Thereupon, the rental for such further extended term shall be agreed upon by the parties, and if no agreement can be reached it shall be determined by arbitration, with one arbitrator being selected by Lessor, one by Lessee, and the third by the two so selected. The determination made by such arbitrators shall be binding on both parties.

Section 26. (a) Lessor gives and grants to Lessee the right to purchase the Project at any time, or or after March 1, 1985, by giving Lessor one hundred twenty (120) days notice of the exercise of such option in writing at a purchase price to be paid to the Bank which shall be the amount required, if any, to pay all outstanding principal indebtedness remaining on the Bonds and any hereafter issued Bonds, and any applicable redemption premium, plus interest to the date of redemption, plus all expenses incidental to the redemption and retirement of the balance of the aforesaid indebtedness, plus the sum of \$1,000.00. Should Lessee not have exercised such option to purchase during the Primary or extended term (not including the term contemplated by Section 25 hereof) of this Lease then such right shall be lost and shall be at an end for all purposes; except however, should all Bonds and other indebtedness of the Authority relating to the Project be paid and retired, then this sentence shall not be effective until Lessor has given Lessee notice that all Bonds and indebtedness have been discharged, and Lessee shall not have given such notice of the exercise of the option within twenty (20) days from receipt thereof. In the event Lessee exercises its right to acquire the Project as provided in this Section 26, proceeds from all insurance applicable thereto shall be used by Lessee in any manner it may deem fit.

(b) In the event Lessee acquires title to the Project pursuant to this Section, Lessor shall transfer and assign by deed of conveyance good and sufficient title to the Project to Lessee, free from all encumbrances except those as may have been permitted or suffered by Lessee.

Section 27. All notices to be given hereunder by either party shall be in writing and given by personal delivery to one of the executive officers of Lessor or Lessee; or shall be sent by certified first-class mail addressed to the party intended to be notified at the post office address of such party last known to the party giving such notice and notice given as aforesaid shall be a sufficient service thereof.

Section 28. The parties agree that this Lease need not be filed of record, but a Memorandum of Lease, incorporating the terms hereof by reference, shall be executed and acknowledged by the parties hereto and filed in the office of the County Clerk of Oklahoma County.

Section 29. (a) This Lease shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(b) Words and terms defined in the Indenture and used in this Lease shall have the same meanings accorded to them under their respective definitions in the Indenture.

Section 30. If any one or more of the covenants, agreements or provisions of this Lease shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Lease and this Lease shall continue in force to the fullest extent permitted by law.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and affixed their seals to this Lease in duplicate as of the date and year first above written.

OKLAHOMA INDUSTRIES AUTHORITY  
An Agency of the State of Oklahoma

By Edward L. Shyford  
Chairman  
"Lessor"

ATTEST:

Jan Myers  
Asst. Secretary

PRESBYTERIAN OFFICE BUILDING, LTD.  
A Limited Partnership  
By: PRESBYTERIAN HOSPITAL, INC.  
A Corporation, General Partner

By Harvey M. Nay  
President  
"Lessee"

ATTEST:

Virginia D. Hadam  
Asst. Secretary

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