MASTER DEVELOPMENT AGREEMENT
(Name of Development)

This Master Development Agreement (the "Agreement") is made and entered into by and between [City/Town/County] (the "[Municipality/County]") and [Name of Development District], a body corporate and politic and a political subdivision of the State of Oklahoma (the "District") (individually referred to as a "Party" and collectively, the "Parties"). This Agreement shall become effective upon __________ (the "Effective Date").

RECITALS

WHEREAS, the District has previously made application to the [Municipality/County] to establish a Master Development District (the "District") pursuant to the provisions of Title 11 O.S. Sections 39-101 et seq. (the "BUILD Act"); and

WHEREAS, the [Municipality/County] determined the District has met the minimum requirements as set forth in the BUILD Act to establish the District which includes the real property described herein on Exhibit A and depicted on Exhibit B (the "Property"); and

WHEREAS, on _________ the [Municipality/County] approved the creation of the District by action of its Governing Body; and

WHEREAS, the District shall be developed in accordance with the Improvement Plan submitted to the [Municipality/County] with its application for the creation of the District attached hereto as Exhibit C; and

WHEREAS, the District intends to construct or fund [description of improvements] necessary to serve the development of the Property which are specifically authorized pursuant to Title 11 O.S. Section 39-103(H) (collectively, the "Improvements"); and

WHEREAS, the Improvements will be funded, in part, by special assessments levied on all or a portion of the Property receiving benefits from the Improvements (the "Assessment"); and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable considerations, the Parties agree as follows:

ARTICLE I

MASTER DEVELOPMENT DISTRICT

Section 1.01. Master Development District. The [Municipality/County] has evaluated the application of the Developer and created the District pursuant to [Ordinance/Resolution No.] in part to fund the Improvements that will confer a special benefit upon the Property within the District.

Section 1.02. District Assessments. The District is hereby authorized to create and levy an Assessment upon the Property as outlined in Exhibit D attached hereto in accordance with the provisions of Title 11 O.S. Sections 39-111 and 39-112.

Section 1.03. Financing. The Improvements may be financed by the District (and such costs may be reimbursed), including interest at the rates allowed by the BUILD Act, solely from Assessments levied by the District against property within the District. Public Improvements may also be financed from the net proceeds of BUILD Bonds issued by the District and secured solely by Assessments levied by the District against property within the District. The District will use its reasonable efforts to issue one or more series of BUILD Bonds secured, in whole or in part, by Assessments levied against benefited property within the District.

Section 1.04. Administrative Costs. All costs and expenses paid or incurred by the [Municipality/County] or District in connection with the creation, existence, and operation of the District shall be paid: (i) from Assessments levied and collected by the District against the property within the District, or (ii) from the proceeds of the BUILD Bonds. If the [Municipality/County] or District pays or incurs such costs or expenses before the Assessments are levied and collected and before the BUILD Bonds are issued, the District shall reimburse the [Municipality/County] immediately upon receipt of the initial Assessment or the issuance of the BUILD Bonds.

Section 1.05. BUILD Bonds. BUILD Bonds may be issued by the District, or a public trust acting on behalf of the District, in one or more series subject to the limits as set forth in Title 11 O.S. Section 39-115(B). In addition, the face of any BUILD Bonds shall make an affirmative statement including the necessary language as required by Title 11 O.S. Sections 39-115(C)-(D). The maximum term of any BUILD Bonds shall not exceed thirty (30) years absent a change in state law.

Section 1.06. Use of Assessments and BUILD Bonds. The District shall deposit all Assessments and the net proceeds of the BUILD Bonds into separate accounts with an independent financial institution (the "BUILD Account") or as provided in an indenture of trust relating to the issuance of BUILD Bonds. Funds in the BUILD Account shall only be utilized to (i) reimburse the District for any authorized Improvements; (ii) pay debt service on BUILD Bonds (whether issued to refund reimbursements or finance Improvements); and/or (iii) any other purposes authorized under the related indenture of trust and as permitted by the BUILD Act. The District may act as, or appoint the construction manager for the Improvements.

ARTICLE II

DEVELOPMENT OF THE PROPERTY

Section 2.01. The Development. [Description of the Improvements to be made within the District. Suggested paragraphs for each different improvement with information regarding connections to other public facilities such as water lines, wastewater lines, lift stations, roadway access, etc.]

Section 2.02. Design Standards. [The development of single-family detached and townhome residential units within the Property shall comply with the _____________. The non-residential development within the Property shall comply with the Non-Residential Construction and Architectural Standards set forth in ________________. All non-residential architectural design standards must be approved by the applicable planning jurisdiction of the [Municipality/County].]

Section 2.03. Validation of Ordinance/Application and Dedication of Public Improvements. [Description of necessary or important provisions validating any other applicable provisions of the Ordinance/Application, and outlining the ultimate ownership and operation of improvements (i.e., water/sewer/roads constructed to appropriate standards and dedicated to the City, if applicable).]

ARTICLE III

ADDITIONAL PROVISIONS

Section 3.01. Term. The term of this Agreement shall be ______ (__) years.

Section 3.02. Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

Section 3.03. Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or
(b) entitle the [Municipality/County] to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default; or
(c) entitle the aggrieved Party to seek or recover exemplary damages; or
(d) limit the Term.

<u>Section 3.04</u>. <u>Governmental Functions</u>. Nothing in this Agreement is intended to delegate or impair the performance by the [Municipality/County] of its governmental functions, and the [Municipality/County] waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the [Municipality/County]'s performance of its governmental functions.

<u>Section 3.05</u>. <u>Assignment</u>. The Parties shall not assign this Agreement.

<u>Section 3.06</u>. <u>Encumbrance by District</u>. District has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the [Municipality/County]; provided, however, that no such assignment, pledge, grant, or encumbrance shall be made without prior written consent of the [Municipality/County]if such assignment, pledge, grant, or encumbrance

would result in (1) the issuance of municipal securities, and/or (2) the [Municipality/County] being viewed as an obligated person within the meaning of Rule 15(c)2-12 of the United States Securities and Exchange Commission, and/or (3) the [Municipality/County] being subject to additional reporting or recording duties. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the [Municipality/County] has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the [Municipality/County] agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement, but shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The [Municipality/County]shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Developer's prior written consent.

Section 3.07. Binding Obligations. This Agreement and all amendments hereto (including amendments to the Improvement Plan) shall be recorded in the deed records of ______ County, Oklahoma. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations. For purposes of this Agreement, the Parties agree: (a) that the term “End-Buyer” means any owner, developer, tenant, user, or occupant of a recorded final platted lot; and (b) that the term “land use and development regulations” means all Construction and Architectural Standards set forth in ______________.

Section 3.08. Releases. From time to time upon written request of the District, the [Municipality/County] shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, which request shall not be unreasonable denied or delayed.

Section 3.09. Estoppel Certificates. From time to time upon written request of the District, the [Municipality/County] shall execute a written estoppel certificate stating, to the extent true, that to the best knowledge and belief of the [Municipality/County], District is in compliance with its duties and obligations under this Agreement, which request shall not be unreasonable denied or delayed.

Section 3.10. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the date the Parties signed this Agreement; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the [Municipality/County], and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, may be taken into consideration and, to the maximum extent possible, given full effect.

Section 3.11. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") must be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States Postal Service (or its successor) , Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the [Municipality/County]: _______________
____
____

With copy to: _______________
____
____

To the District: _______________
____
____

With copy to: ______________
____
____

Section 3.12. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

Section 3.13. Authority and Enforceability. The [Municipality/County] represents and warrants that this Agreement has been approved by ordinance or resolution duly adopted by the [Municipality/County] in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Oklahoma Open Meeting Act) and that the individual executing this Agreement on behalf of the [Municipality/County] has been duly authorized to do so. The District represents and warrants that this Agreement has been approved by appropriate action of District, and that the individual executing this Agreement on behalf of District has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized.

Section 3.14. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 3.15. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Oklahoma, and all obligations of the Parties are performable in ________ County. Venue for any action to enforce or construe this Agreement shall be in __________ County.

Section 3.16. Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 3.17. Third-Party Beneficiaries. [TBD].

Section 3.18. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" includes events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care including, but not limited to, events or circumstances related to a pandemic or supply shortage delays.

Section 3.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 3.20. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

[Execution pages follow]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date set forth in the introductory paragraph.

[MUNICIPALITY/COUNTY]

____
_______________, Title

ATTEST:

____
_______________, Title

STATE OF OKLAHOMA)
)SS
COUNTY OF ___________)

BEFORE ME, a Notary Public in and for said County and State on this _____ day of _________, 20__, personally appeared __________ and _________, Mayor/Chairman and City Clerk/County Clerk, respectively, of _____________, __________ County, Oklahoma, said City/County being the maker of the above and foregoing instrument of writing, and to me known to be the identical persons who subscribed the name of said City/County to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed of said public trust for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

____
Notary Public

My Commission Expires ________.
Commission No. ________.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the Effective Date set forth in the introductory paragraph.

NAME OF MASTER DEVELOPMENT DISTRICT

____
_______________, Title

ATTEST:

____
_______________, Title

STATE OF OKLAHOMA)
)SS
COUNTY OF ___________)

BEFORE ME, a Notary Public in and for said County and State on this _____ day of _________, 20__, personally appeared __________ and _________, _____ and _________, respectively, of the Board of Supervisors of the ______ Master Development District, __________ County, Oklahoma, said Master Development District being the maker of the above and foregoing instrument of writing, and to me known to be the identical persons who subscribed the name of said Master Development District to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed of said public trust for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

____
Notary Public

My Commission Expires ________.
Commission No. ________.

EXHIBIT A
LEGAL DESCRIPTIONS

EXHIBIT B
DISTRICT DEVELOPMENT PLAN

EXHIBIT C
IMPROVEMENT PLAN

EXHIBIT D
ASSESSMENT PLAN