

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA**

IN RE:)
)
Oklahoma Jazz Hall of Fame, Inc.,) Case No. 21-10047-M
) (Chapter 11)
)
Debtor.)

JUDGE TERRENCE L. MICHAEL

EXHIBIT LIST

DATE OF HEARING: June 10, 2021 at 10:00 a.m.

IN RE: Oklahoma Jazz Hall of Fame, Inc.

CASE NO. 21-10047-M

ADVERSARY NO. N/A

WITNESSES OF: Stephen J. Moriarty, Trustee

Debtor Creditor Plaintiff Defendant Other

EXHIBITS EXPECTED TO BE OFFERED

EXHIBIT NO.	IDENTIFICATION	OBJECTION BY	BASIS OF OBJECTION	ADMIT	DENY
Trustee_ Exhibit_ 1	March 2, 2021 e-mails to interested parties				
Trustee_ Exhibit_ 2	March 3, 2021 e-mail to interested parties				
Trustee_ Exhibit_ 3	E-mail chain between Trustee and Brown				
Trustee_ Exhibit_ 4	March 12, 2021 e-mail from Trustee to Rollerson				

Trustee_ Exhibit_ 5	Tulsa World article of March 18, 2021				
Trustee_ Exhibit_ 6	March 23, 2021 e-mail from Trustee to Canfield attaching Bid Procedures Order				
Trustee_ Exhibit_ 7	March 23, 2021 e-mails to interested parties				
Trustee_ Exhibit_ 8	March 24, 2021 e-mail from Trustee to Falat at ASM scheduling walk-through of the property				
Trustee_ Exhibit_ 9	March 24, 2021 e-mails to interested parties				
Trustee_ Exhibit_ 10	E-mail chain between Trustee and McCampbell at Hall Estill representing the American Theater Company regarding a potential bid				
Trustee_ Exhibit_ 11	March 29, 2021 e-mails to interested parties				
Trustee_ Exhibit_ 12	E-mail chain between Trustee and Dewey Bartlett re potential bid				
Trustee_ Exhibit_ 13	E-mails relating to proposal submitted by MCHFF				
Trustee_ Exhibit_ 14	May 4, 2021 e-mail to Dr, Tiffany Crutcher				

Trustee_ Exhibit_ 15	Subchapter V Trustee Report [Dkt. 60]				
Trustee_ Exhibit_ 16	The Jazz Foundation, LLC Brochure				

EXHIBITS THAT MAY BE OFFERED IF NEED ARISES

EXHIBIT NO.	IDENTIFICATION	OBJECTION BY	BASIS OF OBJECTION	ADMIT	DENY

/s/ Stephen J. Moriarty _____
 Stephen J. Moriarty, OBA No. 6410
 FELLERS, SNIDER, BLANKENSHIP,
 BAILEY & TIPPENS
 100 North Broadway, Suite 1700
 Oklahoma City, OK 73102-8820
 Telephone: (405) 232-0621
 Facsimile: (405) 232-9659
 E-mail: smoriarty@fellerssnider.com

TRUSTEE

CERTIFICATE OF SERVICE

This is to certify that on this 4th day of June, 2021, a true and correct copy of the Exhibit List was electronically served using the CM/ECF System.

/s/ Stephen J. Moriarty _____
 Stephen J. Moriarty

Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 2, 2021 10:02 AM
To: Andrew Hartman
Subject: OKJHOF
Attachments: OKJHOF Motion to Establish Bid Procedures.pdf; OKJHOF Motion to Establish Bid Procedures-EX A-APA.pdf; OKJHOF Motion to Establish Bid Procedures-EX B-Cure Notice.pdf; OKJHOF Motion to Establish Bid Procedures-EX C-Notice of Auction and Sale Hearing.pdf; OKJHOF Motion to Sell.pdf

Attached are the (1) Motion to Sell and (2) Motion to Establish Bid Procedures. Please let me know if you have any questions about the process.

Thank you for your interest.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
Direct : 405/239-7251
Fax: 405/232-9659

e-mail: smoriarty@fellerssnider.com

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 2, 2021 10:04 AM
To: Siegmund Brown
Subject: OKJHOF
Attachments: OKJHOF Motion to Establish Bid Procedures.pdf; OKJHOF Motion to Establish Bid Procedures-EX A-APA.pdf; OKJHOF Motion to Establish Bid Procedures-EX B-Cure Notice.pdf; OKJHOF Motion to Establish Bid Procedures-EX C-Notice of Auction and Sale Hearing.pdf; OKJHOF Motion to Sell.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 2, 2021 10:04 AM
To: Gary McDonald
Subject: OKJHOF
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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 2, 2021 10:05 AM
To: Kkoepsel@riggsabney.com
Subject: OKJHOF
Attachments: OKJHOF Motion to Establish Bid Procedures.pdf; OKJHOF Motion to Establish Bid Procedures-EX A-APA.pdf; OKJHOF Motion to Establish Bid Procedures-EX B-Cure Notice.pdf; OKJHOF Motion to Establish Bid Procedures-EX C-Notice of Auction and Sale Hearing.pdf; OKJHOF Motion to Sell.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 2, 2021 10:06 AM
To: Jim Goodwin
Subject: OKJHOF
Attachments: OKJHOF Motion to Establish Bid Procedures.pdf; OKJHOF Motion to Establish Bid Procedures-EX A-APA.pdf; OKJHOF Motion to Establish Bid Procedures-EX B-Cure Notice.pdf; OKJHOF Motion to Establish Bid Procedures-EX C-Notice of Auction and Sale Hearing.pdf; OKJHOF Motion to Sell.pdf

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TRUSTEE_Ex_1-5

Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 2, 2021 10:07 AM
To: pastorhadneal@yahoo.com
Subject: OKJHOF
Attachments: OKJHOF Motion to Establish Bid Procedures.pdf; OKJHOF Motion to Establish Bid Procedures-EX A-APA.pdf; OKJHOF Motion to Establish Bid Procedures-EX B-Cure Notice.pdf; OKJHOF Motion to Establish Bid Procedures-EX C-Notice of Auction and Sale Hearing.pdf; OKJHOF Motion to Sell.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Wednesday, March 3, 2021 10:58 AM
To: Scott P. Kirtley; Kkoepsel@riggsabney.com; Ron Brown; Sickman, Jordan (USTP); Thomas, Paul (USTP)
Cc: Andrew Hartman; Jim Goodwin; Gary McDonald; Siegmund Brown; pastorchadneal@yahoo.com
Subject: OKJHOF
Attachments: Oklahoma Jazz Hall of Fame Moore Jazz Foundation LLC MOU.pdf; Oklahoma Jazz Hall of Fame Moore Jazz Foundation LLC MOU-Brochure.pdf

All:

In order to address some of the concerns raised at yesterday's hearing (and by other parties) regarding the proposed sale process and expedited timelines I thought it best to share with all involved the attached proposal made by the Moore Jazz Foundation, LLC on Monday along with their vision for the Hall going forward.

Given the various constituencies involved I chose not to give this proposal a "leg up" by designating it as a Stalking House bid but instead opted to create an auction process through which all parties could bid and participate on equal terms. It was never my intention to freeze anyone out of the process. Admittedly, the proposed timelines were short but given the current financial condition of the Hall and the receipt of the Moore Jazz Foundation LLC proposal I thought an expedited process was justified. Others disagreed and I will be submitting a revised Bid Procedures Motion.

As I have told all involved, my goal is to close a transaction that (a) addresses claims that **need** to be paid in the bankruptcy case, (b) provides some return to creditors, and (c) guarantees the continuation of the Hall in its current location and allows it to grow and thrive going forward.

If you have any questions or concerns about the process please feel free to contact me.

Stephen J. Moriarty, Esq.
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TRUSTEE_Ex_2

Stephen Moriarty

From: Stephen Moriarty
Sent: Monday, March 8, 2021 8:24 AM
To: Siegmund Brown
Cc: Clint Stice; Todd Hudgins
Subject: RE: OKJHOF

Thanks. I will keep you on the list. At some point the Court will establish a bid deadline. If you want to participate after that deadline you will have to have submitted a bid.

Stephen J. Moriarty, Esq.
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Bailey & Tippens, P.C.
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From: Siegmund Brown <sbrown@servegroup.com>
Sent: Monday, March 8, 2021 8:14 AM
To: Stephen Moriarty <SMORIARTY@fellerssnider.com>
Cc: Clint Stice <cstice@servegroup.com>; Todd Hudgins <thudgins@horizonattorney.com>
Subject: Re: OKJHOF

Thank you for the update. We have decided to hold off on our submission while we follow along this process and research the current submission and process.

We still do have interest.

Do we need to formally state our interest beyond our previous expression of such? Assuming not at we are included in this correspondence but don't want to assume.

Thank you.

TRUSTEE_Ex_3-1

(918) 748-0112

www.exposerve.com

www.partyserve.com

On Mar 8, 2021, at 06:20, Stephen Moriarty <SMORIARTY@fellerssnider.com> wrote:

Please see attached order.

Stephen J. Moriarty, Esq.
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Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
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From: Stephen Moriarty

Sent: Wednesday, March 3, 2021 10:58 AM

To: Scott P. Kirtley <SKirtley@riggsabney.com>; Kkoepsel@riggsabney.com; Ron Brown <ron@ronbrownlaw.com>; Sickman, Jordan (USTP) <Jordan.Sickman@usdoj.gov>; Thomas, Paul (USTP) <Paul.Thomas2@usdoj.gov>

Cc: Andrew Hartman <andrew@andrewshartman.com>; Jim Goodwin <jgoodwin@theoklahomaeagle.net>; Gary McDonald <gmcdonald@mmmsk.com>; Siegmund Brown <sbrown@servegroup.com>; pastorchadneal@yahoo.com

Subject: OKJHOF

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<2021-03-05 Doc 49 ORD setting Evidentiary Hrg By Video Conf & Estab DLs.pdf>

Stephen Moriarty

From: Stephen Moriarty
Sent: Friday, March 12, 2021 9:32 AM
To: rollentp@aol.com
Subject: OKJHOF

Pleasure speaking with you. Here is my contact info.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
Direct : 405/239-7251
Fax: 405/232-9659

e-mail: smoriarty@fellerssnider.com

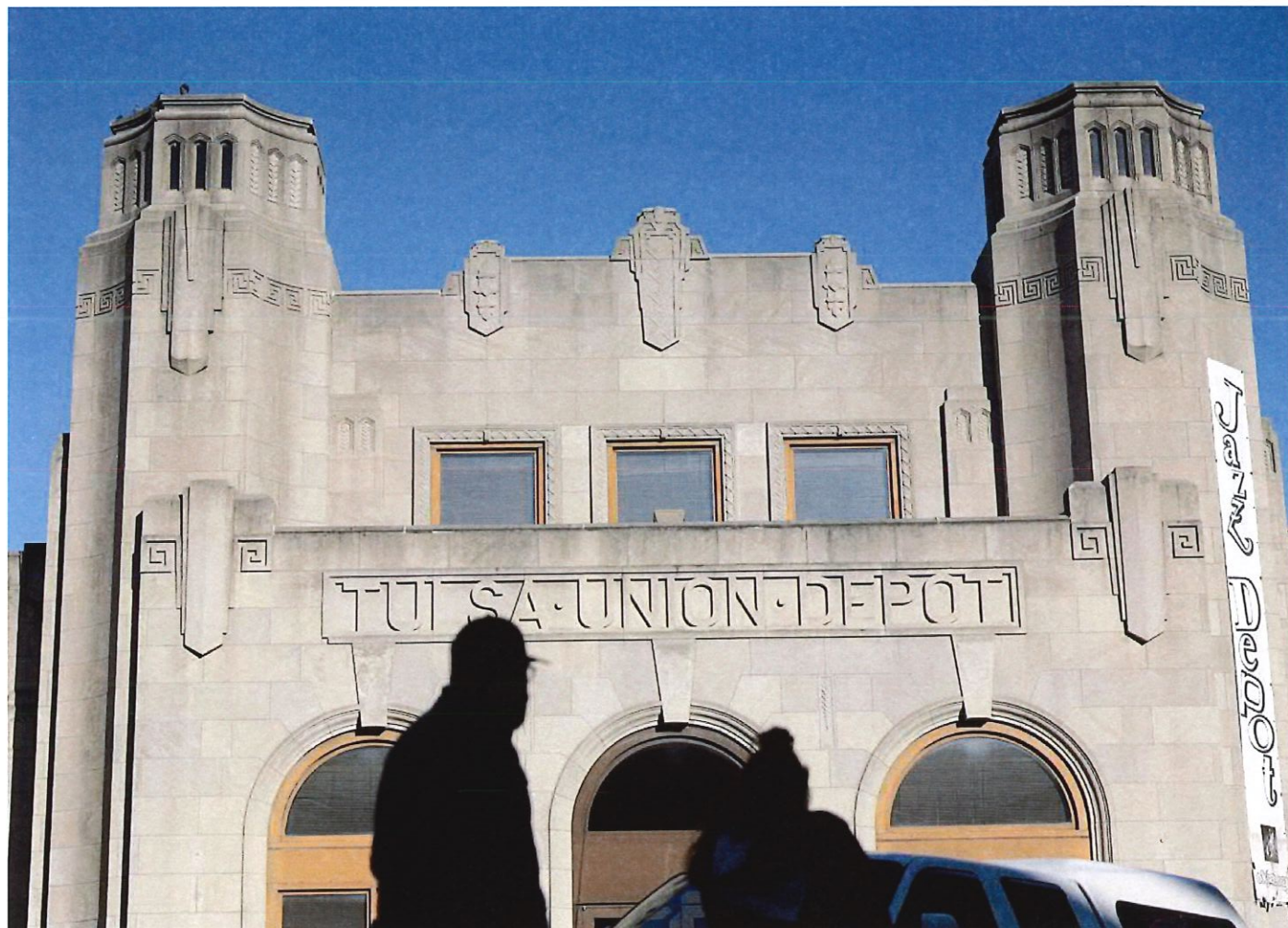
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https://tulsaworld.com/news/local/process-to-find-new-oklahoma-jazz-hall-of-fame-operator-could-begin-in-april/article_eae567e8-866b-11eb-9a32-d3dd67e15c13.html

Process to find new Oklahoma Jazz Hall of Fame operator could begin in April

Kevin Canfield

Mar 18, 2021



The Jazz Hall of Fame, which leases the Union Depot at First Street and Cincinnati Avenue in downtown Tulsa, could receive new management through upcoming bankruptcy proceedings.

Mike Simons, Tulsa World

Kevin Canfield

The Oklahoma Jazz Hall of Fame could be under new management as early as this summer if bankruptcy proceedings go as planned, the court trustee appointed to the case said Wednesday.

TRUSTEE_Ex_5-1

The U.S. Bankruptcy Court for the Northern District of Oklahoma on Monday will hear attorney Stephen Moriarty's motion outlining proposed procedures for the bidding process. The filing sets an April 9 deadline for written bids to be submitted with the sale hearing before the court to take place on or after May 10.

"If the court were to approve the timeline that I suggested, I think probably by June 1 there could be a new operator for the Jazz Hall," Moriarty said.

Moriarty has already heard from 10 organizations or individuals interested in taking over operations of the Oklahoma Jazz Hall of Fame, and what he's hearing has made him hopeful.

"I think the one constant ... is that everybody is passionate about this," Moriarty said. "I mean everybody really, really, really wants to see this succeed. Now they may have different ideas on how you accomplish that, but I think that is the one common thread throughout all of these folks."

If genuine concern for the Jazz Hall of Fame were all that was needed to keep it running, the organization would likely still be afloat. But in November, after years of barely getting by, the Jazz Hall was sued by the Tulsa County Industrial Authority to recover \$8,474 in past-due taxes and utilities.

Two months later — on the same day as its eviction hearing — the Jazz Hall of Fame filed for bankruptcy.

The Jazz Hall of Fame leases the Union Depot, at First Street and Cincinnati Avenue, a facility bought and refurbished by the county with \$4 million in Vision 2025 funds. It pays \$1 a year in rent and is required to cover tax, insurance and utility costs.

Moriarty said qualified bidders will be allowed to make offers on individual Jazz Hall of Fame assets — including its lease with the county, its name and its internet site — or on all of them.

"It affords them an opportunity to bid on what they want to bid on with the notion that we are going to try and maximize the recovery on these assets," Moriarty said. "If they are interested in the lease, it is going to require sufficient funds upfront to cure any existing monetary defaults on the lease, and that is probably \$35,000-plus as we sit here today."

Taking into account court costs and attorney fees owed by the Jazz Hall of Fame, Moriarty said, potential bidders should expect upfront, out-of-pocket costs to be at least \$100,000.

But dollars and cents won't be the only factors in determining what is deemed the "highest and best" bid, he said.

"There are interests in the community ... there are interests with the Tulsa citizenry, there is a cultural and historic legacy, all of which I think have to be factored into consideration of the bid that is presented to the court," Moriarty said. "At the end of the day, I am the guy who makes that decision, and I submit what I believe in my heart to be the best bid, and then the court can approve it or disapprove it. TRUSTEE_EX_5-2

“It is not my final call, that’s the judge’s call.”

Moriarty said it’s his understanding that the county is obligated to allow the winning bidder of the Jazz Hall of Fame lease to operate the organization out of the Union Depot building so long as that person or organization is able to meet the financial obligations due under the lease and can ensure future performance under the lease.

“I believe the issues are that since this funding mechanism was provided by a sales tax initiative on a ballot referendum with specific directions as to what money was to be spent for what purpose, I think that there is an argument that the county is obligated, as the owner of that property, to house the Oklahoma Jazz Hall of Fame in that space,” Moriarty said.

County Commissioner Karen Keith said her primary concern is getting the Jazz Hall of Fame up and running, wherever that might be.

“I am (just) happy to have the Jazz Hall in good hands, under solid management, and working for both the musicians and the community and the people who love it,” Keith said.

The Jazz Hall of Fame did not keep good records of its assets, Moriarty said, so he is still working to determine which assets are owned by the organization and which ones are not.

“Through this process, I can only sell what the Jazz Hall owns,” he said. “If it is somebody else’s property, I don’t have the right to sell it.”

Moriarty encouraged potential bidders or anyone with questions or information regarding the Jazz Hall of Fame’s assets to email him at **smoriarty@fellerssnider.com**.

Aerial view of Tulsa's Jazz Hall of Fame

Aerial view of Tulsa's Jazz Hall of Fame

Aerial view of Tulsa's Jazz Hall of Fame

kevin.canfield@tulsaworld.com

Kevin Canfield

Staff Writer

I cover local government in Tulsa from the mayor to city council. Phone: 918-581-8313

Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 12:48 PM
To: kevin.canfield@tulsaworld.com
Subject: OKJHOF-Order Establishing Bid Procedures
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

See attached.

Stephen J. Moriarty, Esq.
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Bailey & Tippens, P.C.
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Fax: 405/232-9659

e-mail: smoriarty@fellerssnider.com

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 12:50 PM
To: Gary McDonald
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

You are receiving the attached because you or your client expressed an interest in the Oklahoma Jazz Hall of Fame.

Please feel free to contact me with any questions you may have.

Thank you for your interest.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 12:51 PM
To: Jim Moore; Andrew Hartman
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 12:53 PM
To: Siegmund Brown
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 12:53 PM
To: Jim Goodwin
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 1:04 PM
To: pastorhadneal@yahoo.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 1:05 PM
To: 'charles.greenough@mcafeetaft.com'
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 1:06 PM
To: dhorner@yourpillargroup.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen J. Moriarty, Esq.
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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 1:18 PM
To: rollentp@aol.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Main: 405/232-0621
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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 23, 2021 1:19 PM
To: mrrcpa@cox.net
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Wednesday, March 24, 2021 7:06 AM
To: Evan Falat
Subject: RE: Oklahoma Jazz Hall of Fame
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

I think I can accommodate you this afternoon before 2:00 or tomorrow morning. If either of those times work let me know and I will confirm.

Attached are the materials outlining the bid process. Please let me know if you have any questions.

Thank you for your interest.

Stephen J. Moriarty, Esq.
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Bailey & Tippens, P.C.
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From: Evan Falat <EFalat@asmtulsa.com>
Sent: Tuesday, March 23, 2021 7:35 PM
To: Stephen Moriarty <SMORIARTY@fellerssnider.com>
Subject: Oklahoma Jazz Hall of Fame

Steve,

Karen Keith passed along your contact information and said that you would be the best person to help answer questions about the Oklahoma Jazz Hall of Fame. Would it be possible to arrange a tour of the facility? Our company, ASM Global, is interested in learning more about the potential proposal opportunity.

TRUSTEE_Ex_8-1

Thank you.

-Evan



TULSA DOES IT BETTER

100 CIVIC CENTER, TULSA, OK 74103

EVAN FALAT

DIRECTOR OF BUSINESS DEVELOPMENT/INTERIM
GENERAL MANAGER

(O) 918-894-4266 :: (M) 918-809-0327

EFALAT@ASMTULSA.COM

Stephen Moriarty

From: Stephen Moriarty
Sent: Wednesday, March 24, 2021 8:56 AM
To: eatonmusic2@gmail.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

As promised, attached are the materials relating to the sale of OKJHOF assets. Please let me know if you have any questions.

Thank you for your interest.

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Stephen Moriarty

From: Stephen Moriarty
Sent: Wednesday, March 24, 2021 8:59 AM
To: tulsaguthrie@yahoo.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Wednesday, March 24, 2021 9:52 AM
To: tiffany.crutcher24@gmail.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

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Stephen Moriarty

From: Stephen Moriarty
Sent: Wednesday, March 24, 2021 11:41 AM
To: mcampbell@HallEstill.com
Cc: laurie.carlson@yahoo.com; Samantha.Dent@williams.com
Subject: RE: request for conversation from American Theater Company in Tulsa
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

Thank you for your interest. Attached is the Bid Procedures Order, with exhibits, entered yesterday. Please let me know if you have any questions.

Thank you for your interest.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
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From: mcampbell@HallEstill.com <mcampbell@HallEstill.com>
Sent: Wednesday, March 24, 2021 11:37 AM
To: Stephen Moriarty <SMORIARTY@fellerssnider.com>
Cc: laurie.carlson@yahoo.com; Samantha.Dent@williams.com
Subject: request for conversation from American Theater Company in Tulsa

Mr. Moriarty,

I understand that you are the Trustee in the Jazz Hall of Fame bankruptcy filing and recently proposed a bid process to the bankruptcy court. I am the Vice-Chair of the American Theatre Company in Tulsa and was asked by our leadership to contact you to see what we could find out about the potential bidding process and a bid the American Theatre Company

may submit. I am reaching out to you solely in my volunteer capacity as the ATC vice-chair. <https://www.americantheatrecompany.org/>


The American Theatre Company is a 501(c)(3) nonprofit in good standing and has held theatre performances in Tulsa for 50 years. I am a relatively new board member and officer and confess I do not know all of its history, but it is a theatre group without a true home, as ATC rents performance space in the Tulsa Performing Arts Center in lower level theaters that are getting increasingly expensive. ATC has considered initiating a capital campaign to build its own facility for its own performances and to rent out to other organizations but one of the board members took note of the bankruptcy filing and we believe there is an opportunity here. ATC is having a special meeting this Thursday to discuss further but tentatively, we would propose to take over the \$1/year lease and responsibility for taxes, utilities, and insurance and are interested to obtain current year data on those amounts and with to obtain a copy of the existing charter school sublease. I noted in a newspaper article that since the facility was rehabilitated through a public bond, that you were of the view housing the Jazz Hall of Fame likely is required. I also separately am aware that the entity did not get its 501(c)(3) paperwork in order and currently is not a 501(c)(3). The Jazz Hall of Fame has recently appointed a new interim CEO, so I'm unclear procedurally whether a bidder would be able to basically take over the Jazz Hall of Fame with a successful bid or whether merely collaborating with their reconstituted organization would satisfy legal needs with respect to the bonding.

ATC tentatively proposes to allow the Jazz Hall of Fame to continue to exist as a separate entity (although perhaps with all of its assets sold off) and would like to formulate a bid for ATC to lease the depot building from the Tulsa County Industrial Authority and to handle scheduling of events and performances there. In ATC's view, the building will attract many more patrons if there are a variety of organizations and groups that are able to lease out the ballroom/performance hall for community benefit. This can include for corporate events and retreats, proms, wedding receptions and other special events, and importantly can still include Jazz performances through a separate Jazz Hall of Fame group throughout the year (perhaps to 1/4 to 1/3 of all available bookings). The Jazz Hall of Fame could still house any exhibits that are not sold off, but if ATC won the bid, ATC seeks to manage the facility exclusively under the TCIA lease, and we propose that the Jazz Hall of Fame would be subject to scheduling limitations imposed by ATC as it would look to offer more varied event offerings as the facility. We think also that through the school charter, it may be possible to get a nonprofit movie license so that various films of cultural significance could be played in the venue from time to time for free or at low cost.

With respect to exhibits that might be sold off, ATC could bid on some aspects of those at a nominal amount to preserve some sort of a collection, but under the proposal above, ATC would largely defer to a reconstituted Jazz Hall of Fame organization (private or not), to gather its own items for a collection and display (although ATC could play a larger role in that if thought desired by the Court). ATC would want to have control in the facility as to how/and where items are displayed to facilitate more multi-use aspects to the facility. As a newcomer to Tulsa, the collection is interesting, but a little tired in my view and could be organized in a better manner. Adding the dynamic of theatre and other performances in the facility, not just from ATC, but other community theater groups, would breathe new life into the building as a community destination. A Jazz theatre performance could be added to a future year schedule as well.

ATC is a 501(c)(3) in good standing capable of running the facility with accountability for the benefit of the community and if you have a few minutes to spare to discuss informally, we'd be appreciative to learn more of the bid process. I have good availability this afternoon and tomorrow morning if your schedule permits a call or if you can suggest a time for me to call you.

Sincerely,
Matt Campbell
Vice-Chair
American Theatre Company, Tulsa
(918) 594-0819
(712) 899-8292

 <p>HALL ESTILL ATTORNEYS AT LAW</p>	<p>MATT CAMPBELL SHAREHOLDER 320 S. Boston Ave. Suite 200 Tulsa, OK 74103 Office: 918-594-0819 Bio</p>
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HALL ESTILL COVID-19 UPDATE

Pursuant to CDC and applicable state and local guidelines, as of June 8, 2020, all Hall Estill offices are either fully or partially staffed and have resumed regular office hours. Clients and non-Hall Estill counsel wishing to visit our offices are asked to make an appointment to do so. In addition, at this time, social guests are still not allowed in our offices. We recommend clients and counsel continue to send all correspondence, pleadings, discovery or other communications electronically whenever possible for a timely receipt. If you need to send very large attachments, your Hall Estill contact can send a link for you to upload to our secure file sharing service.

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Stephen Moriarty

From: Stephen Moriarty
Sent: Monday, March 29, 2021 11:01 AM
To: emmikel@atlasok.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

Please see attached bidding materials. I apologize for not getting these out to you last week.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
Direct : 405/239-7251
Fax: 405/232-9659

e-mail: smoriarty@fellerssnider.com

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TRUSTEE_Ex_11-1

Stephen Moriarty

From: Stephen Moriarty
Sent: Monday, March 29, 2021 1:47 PM
To: deborahabrown53@gmail.com
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

It was nice to finally speak with you. Attached are the bidding materials.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
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e-mail: smoriarty@fellerssnider.com

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Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, March 30, 2021 12:00 PM
To: Dewey Bartlett
Subject: RE: OK Jazz Hall of Fame Auction
Attachments: OKJHOF Bid Procedures Order.pdf; OKJHOF Bid Procedures Order-Ex A-Bid Procedures.pdf; OKJHOF Bid Procedures Order-Ex B-APA.pdf; OKJHOF Bid Procedures Order-Ex C-Cure Notice.pdf; OKJHOF Bid Procedures Order-Ex D-Sale Notice.pdf

Thank you for your interest.

Attached are the materials regarding the bid process. Please let me know if you have any questions or need any information.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
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From: Dewey Bartlett <dewey@keeneroil.com>
Sent: Tuesday, March 30, 2021 11:53 AM
To: Stephen Moriarty <SMORIARTY@fellerssnider.com>
Subject: OK Jazz Hall of Fame Auction

Dear Mr. Moriarty,

Would you please tell me how I can be put on the list for notice regarding any upcoming sale or auction of the assets of the Oklahoma Jazz Hall of Fame?

Thank you and please do not hesitate to call, text or email me if needed.

Dewey Bartlett

TRUSTEE_Ex_12-1

Dewey Bartlett
Keener Oil & Gas Company
Tulsa, OK
Office 918 587-4154 x101
Cell 918 629-8579
Dewey@keeneroil.com

TRUSTEE_Ex_12-2

Stephen Moriarty

From: Shari Tisdale <shari@mchff.com>
Sent: Friday, April 9, 2021 2:05 PM
To: Stephen Moriarty
Subject: Reference OJHF Proposal
Attachments: MCHFF Letter 4 9 2021.pdf final.pdf; MCHFF ENDOSEMENT LTR REP REGINA GOODWIN.pages

TRUSTEE_Ex_13-1



Maxine Cissel Horner Family Foundation
WHERE MUSIC COMES TO LIFE

Stephen J. Moriarty, Esq.
Feller, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
e-mail: smoriarty@fellerssnider.com

April 8, 2021

In Re: Oklahoma Jazz Hall of Fame, Inc.
Voluntary Petition Chapter 11

Case No. 21-10047
(the "Estate")

We are pleased to submit our proposal on behalf of the Maxine Cissel Horner Family Foundation (MCHFF). MCHFF proposes to enter into negotiations with the Trustee/Receiver of the assets of the Oklahoma Jazz Hall of Fame, Inc. to acquire the following assets of the Estate:

- 1) All (and exclusive) rights to use the name "Oklahoma Jazz Hall of Fame" and
- 2) All (and exclusive) other fictitious names owned or used by the Estate; and
- 3) The exclusive rights to the URL www.okjazz.org; and
- 4) All (and exclusive) other URLs and web addresses used by the Estate;
- 5) All recordings, artwork, memorabilia, copyrights, publishing rights, and broadcast rights owned by the Estate; and
- 6) All and exclusive rights to the intellectual property of the Estate; and
- 7) All phone numbers, data, email, contact information, websites, codes, software, and hardware of the Estate.

(collectively the "Assets of the Estate") free and clear of all debts, obligations, liens, claims and encumbrances that have accrued prior to the Date of Closing. Assets of the Estate do not, and shall not, include any cash, receivables, or causes of tort action, of the Estate as of the date of the Letter.

The Maxine Cissel Horner Family Foundation (MCHFF) is a non-profit cultural and educational organization established in March 2021, after her death. The organization primary goal is to preserve, promote and highlight the true art forms of jazz, blues and gospel music by providing a unique interactive music experience unparalleled in the United States. We will also identify, document and honor artists from the Tulsa Greenwood district and Oklahoma. Assuming we reach terms of the assignment and receive Court approval for this proposed transaction, the MCHFF, Inc. will undertake the following:

1) All personal property assets of the Estate and assets of the Estate listed above.

MCHFF will incorporate the acquired "Assets of the Estate" a part of its newly planned Tulsa Music Experience (TME) Museum.

Respectfully,

A handwritten signature in black ink, appearing to read "Donald M. Horner Jr.", written in a cursive style.

Donald M. Horner Jr.

MCHFF Co Founder and Board Member

Maxine Cissel Horner Family Foundation

Executive Team:

Co-Founder & Board Member – Shari Tisdale

Co-Founder & Board Member – Don Horner

Executive Director – Courtney Perry

Mission: To inspire a new generation of music enthusiasts by providing a space where people of all ages can experience a unique interactive learning environment that encourages a lifelong appreciation of music.

Core Values: The MCHFF will focus on six core values critical to the Tulsa Music Experience (TME) success and the reorganization of the Oklahoma Jazz Hall of Fame Museum (OJHF). At TME/OJHF, we strive to make the Museum experience:

EDUTAINMENT - TME/OJHF engages visitors in social, physical, and cognitive interactive activities to increase understanding of jazz, blues, and gospel music.

SPONTANEOUS - Unexpected learning takes place around every corner.

MOTIVATIONAL - TME/OJHF builds confidence and encourages lifelong interest in words, language, and sounds.

MEANINGFUL - TME/OJHF strives to have a measurable impact on literacy outcomes.

INTERACTIVE - TME/OJHF offers a unique, participatory, changing, and innovative experience with music and arts.

INCLUSIVE - TME/OJHF strengthens the community by celebrating and valuing all types of music diversity.

About the Foundation:

The Maxine Cissel Horner Family Foundation (MCHFF) is a non-profit cultural and educational organization established in March 2021, after the death of the State Senator Maxine Horner the original founder of the Oklahoma Jazz Hall of Fame. The organization's primary goal is to preserve, promote and highlight the true art forms of jazz, blues, and gospel music by providing a unique interactive music experience unparalleled in the United States. We will also identify, document, and honor artists from the Tulsa Greenwood district and Oklahoma.

During Senator Horner's 18 years as a state lawmaker, she established herself as a champion for education and the arts. Among her legislative accomplishments, she was the driving force behind creating the Oklahoma Higher Learning Access Program (OHLAP), now known as Oklahoma's Promise, a scholarship program for students from lower-income families. To date, Oklahoma's Promise has awarded nearly **\$700 million** to over 75,000 Oklahoma college students. In 2010, the Journal Record newspaper called Oklahoma's Promise "one of the Legislature's finest achievements over the last quarter-century." Many leaders have come and gone, but the extraordinary work of this quiet, gentlewoman from Tulsa's Greenwood District fundamentally changed Oklahoma's higher education system. By expanding the opportunities available for high achieving but underprivileged students.

Horner also sponsored the legislation in 1988 that created the Oklahoma Jazz Hall of Fame and helped secure **\$1.5 million** in bonds to improve the museum. She realized that Oklahoma's unique and relatively unknown history as a hub for great jazz musicians deserved recognition. THE OJHF was one of several organizations created in the North Tulsa "renaissance" dedicated to reconstructing the city's historic Greenwood district after the Tulsa Race Riot. The organization was originally housed with the Greenwood Cultural Center and co-sponsored a yearly celebration of Oklahoma black music tradition called "Juneteenth" on Greenwood.

The Maxine Horner Foundation is committed to creating a thriving center for jazz, blues, and gospel music that stimulates hearts and minds and reaches out to diverse audiences to enjoy, discover and learn about this quintessential music. The Foundation's goal is to keep jazz, blues, and gospel music present and exciting in the lives of a broad range of audiences - young and old, novice and scholar, artist and patron, enthusiast, and curious listener.

Through the utilization of state-of-the-art technology, the Foundation will develop programs that will showcase music from the 1920s to the present day in an interactive environment. The Foundation will celebrate Oklahoma's rich history by creating a place for live performances where local and national artists can perform and a enjoy family style southern comfort soul food restaurant.

We project that this venue will reach more than 1,000,000 visitors annually from around the world.

Our Programs

Tulsa Music Experience

Don and Maxine Horner had a natural affection for music and made sure it was part of their family's everyday way of life. It is only fitting this affinity has trickled down to their children, grandchildren, and great-grandchildren.

Exhibits:

Clef Note Musical Tree - Your TME visit begins beneath a mesmerizing Musical Keyboard. You'll hear sounds in hundreds of musical notes as you pass under the notes of this unique piece of sheet music.

First Notes - How do we learn to play our first musical note? Watch the whole process unfold, from stumbling novice to proficient readers of music.

Competitors:

Downtown Tulsa and its surrounding area are home to several museums dedicated to showcasing Oklahoma's people's resilience and creative spirit and the influence of these individuals around the world. While some may view the Oklahoma Pop Culture (OKPOP) Museum as a direct competitor, the Horner Foundation does not consider this or any other venues listed below as competitors, but rather a compliment to attracting and increasing visitors to the Greenwood District.

The Greenwood Rising (under construction), a new proposed state-of-the-art history center located at the corner of Greenwood and Archer Avenues, will honor the legacy of Black Wall Street before and after the Tulsa Race Massacre of 1921.

The Woody Guthrie, located less than a mile southwest of the Greenwood district, is a public museum dedicated to American folk musician and singer-songwriter Woody Guthrie and archives of folk singers songwriter and fellow social activist Phil Ochs.

The Bob Dylan Center, when it opens in the Tulsa Arts District in 2022, will serve to educate, motivate and inspire visitors to engage their capacity as creators. Through exhibits, public programs, performances, lectures, and publications, The Center aims to foster a conversation about the role of creativity in our lives.

The Oklahoma Museum of Popular Culture OKPOP (under construction) is located in the Tulsa Arts District, which is less than a mile west of the Greenwood district. OK Pop will be a museum dedicated to Oklahoma's people's creative spirit and the influence of those artists on popular culture around the world.

Gilcrease Museum, located less than 5 miles west of the Greenwood district, is a museum housing the world's most extensive, most comprehensive collection of art of the American West and a growing collection of art and artifacts from Central and South America.

Philbrook Art Museum, located less than 5 miles south of the Greenwood district, is an art museum with expansive formal gardens opened in 1939 in a former villa, "Villa Philbrook," the pioneer home Waite Philips.

Tulsa Performing Arts Center is located less than a mile southwest of the Greenwood district occupies half a city block in Tulsa's historic downtown. The PAC houses four theaters, a studio space, and a large reception hall.

Osage Casino Skyline Event Center, located less than 5mile northwest of the Greenwood district, is perfect for artists who have larger audiences than a small bar or venue can hold but want more intimate shows than larger arenas can offer. A 45,000 square feet, 2000 seat hall is housed in the Osage Casino Hotel.

Programs:

The Jazz Experience Museum

Cissel's Chat & Chew – Family Style Restaurant

DoMax Jazz Room – Speakeasy Member Concept

Annual Awards Gala recognizing Oklahoma music icons

Music educational seminars targeted towards Oklahoma youth

Community focused music educational and entertainment events.

Financial Projections

Projected Revenue	2021	2022	2023	2024
<i>Total Annual Visitors</i>	<i>35,000</i>	<i>75,000</i>	<i>90,000</i>	<i>100,000</i>
Avg. Fee \$10.00 per	\$350,000	\$750,000	\$900,000	\$1,000,000
Additional Revenue				
<i>Est. Revenue Month</i>	<i>6</i>	<i>12</i>	<i>12</i>	<i>12</i>

Cissel Chat & Chew	\$70,000	\$148,750	\$166,250	\$192,500
DoMaxx Jazz Room	\$50,000	\$106,250	\$118,750	\$137,500
Total Annual Revenue	\$470,000	\$1,005,000	\$1,185,000	\$1,330,000

Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, April 13, 2021 7:29 AM
To: Shari Tisdale
Subject: RE: Reference OJHF Proposal
Attachments: OKJHOF Bid Procedures Order-Ex B-APA.pdf

Thank you for your proposal. Pursuant to the procedures established by the Court all bids must be submitted using the approved Asset Purchase Agreement I forwarded to Mr. Horner on March 23. I have attached the form for your convenience. Let me know if you have any questions.

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
Direct : 405/239-7251
Fax: 405/232-9659

e-mail: smoriarty@fellerssnider.com

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From: Shari Tisdale <shari@mchff.com>
Sent: Friday, April 9, 2021 2:05 PM
To: Stephen Moriarty <SMORIARTY@fellerssnider.com>
Subject: Reference OJHF Proposal

Stephen Moriarty

From: Don Horner <dhorner@yourpillargroup.com>
Sent: Thursday, April 15, 2021 3:05 PM
To: Stephen Moriarty
Subject: MCHFF proposal response
Attachments: OKJHF asset 2021.pdf

Steve,
Please find attached our proposal for the Jazz Hall Fame

Don Horner Jr
Managing Partner
The Pillar Group
136 N Greenwood Ave Suite 136
Tulsa, Ok 74120
O: 918-392-5665 C: 918-640-5844
dhorner@yourpillargroup.com
www.yourpillargroup.com

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated April 9, 2021, by and between Stephen J. Moriarty as Trustee (the "Trustee") for Oklahoma Jazz Hall of Fame, Inc. ("Seller") and Maxine Horner Family, a Oklahoma corporation ("Buyer");
Foundation

RECITALS

Buyer desires to purchase the Assets, and Seller desires to sell, convey, assign, and transfer the Assets (as defined below) to Buyer, on the terms and conditions set forth in this Agreement.

Seller, with the assistance of his advisors, has the right to seek higher and better offers for the Assets and will conduct an auction (the "Auction") for the Assets so as to seek to ensure this Agreement represents the highest and best offer received for the Assets. The sale of the Assets will be conducted pursuant to the Bidding Procedures, defined below, and incorporated herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

ARTICLE I.

Definitions and References

Section 1.1. Defined Terms. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Section 1.1 or in the section, subsections or other subdivisions referred to below:

"**Agreement**" shall mean this Agreement, as hereafter changed, amended, or modified in accordance with the terms hereof.

"**Assets**" shall mean the Personal Property, Real Estate Lease, and the rights and interests described in Section 2.1.

"**Base Purchase Price**" shall have the meaning assigned to such term in Section 3.1.

"**Bidding Procedures**" shall be the procedures utilized to conduct the sale of the Assets as set forth Schedule "___".

"**Closing**" shall have the meaning assigned to such term in Section 6.1.

"**Closing Date**" shall be on or before _____, 2021, the date on which Closing occurs.

"**Conveyance**" shall have the meaning assigned to such term in Section 6.2(a).

“**Effective Date**” shall mean the Closing Date.

“**Excluded Interests**” shall have the meaning assigned to such term in **Section 2.2**.

“**Furniture, Fixtures and Equipment**” shall mean the Furniture, Fixtures and Equipment described in **Schedule “___”**.

“**Leased Real Estate**” shall mean the real estate lease of 111 East First Street, Tulsa, Oklahoma, which is identified on **Schedule “___”** which is leased to Seller.

“**Location**” shall mean 111 East First Street, Tulsa, Oklahoma.

“**Liability**” shall mean direct or indirect liability, indebtedness, obligation, commitment, expense, loss, claim, deficiency, guaranty, or endorsement by or of Person of any type, whether known or unknown, and whether accrued, absolute, contingent, matured or unmatured.

“**Person**” shall mean an individual, corporation, limited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated organization, or any other entity, including any United States, foreign, state, or local governmental entity or municipality or any authority, department, commission, board, bureau, agency, court, instrumentality, or subdivision thereof.

“**Personal Property**” shall have the meaning assigned to such term in **Section 2.1**.

“**Purchase Price**” shall have the meaning assigned to such term in **Section 3.1**.

“**Real Estate Lease**” shall mean the Seller’s interest as lessee of the Leased Real Estate.

“**Sale Hearing**” shall mean the hearing conducted by the United states bankruptcy Court for the Northern District of Oklahoma (“**Court**”) in the matter of *In re Oklahoma Jazz Hall of Fame, Inc.*, Case No. 21-10047-M approving the sale of the Assets.

“**Sale Order**” shall mean the order entered by the Court approving a sale of the Assets.

“**Transfer Taxes**” shall have the meaning assigned to such term in **Section 9.2**.

ARTICLE II.

Property to be Sold and Purchased

Section 2.1. Assets. Subject to the terms and provisions contained herein and for the consideration herein set forth, Seller agrees to sell, assign and convey and Buyer agrees to purchase and acquire from Seller, the following described assets rights, and interests described in the subsections (a), (b), (c), and (d) below and excluding the Excluded Interests (collectively, the “**Assets**”):

(a) All right, title and interest of Seller in and to all tangible property at the Location as more fully described in **Schedule “___”**;

(b) All right, title and interest of Seller in and to the intangible and intellectual property as more fully described in **Schedule “___”**;

(c) All of Seller’s right, title and interest in all Furniture, Fixtures and Equipment as more fully described in **Schedule “___”**; and

(d) All of Seller’s right, title and interest in the Real Estate Lease as more fully described in **Schedule “___”**.

Section 2.2. Excluded Interests. The Assets do not include, and there are hereby expressly excepted and excluded therefrom and reserved to Seller:

(a) All rights and causes of action arising, occurring, or existing in favor of Seller prior to the Effective Date (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mis-payments, erroneous payments, or other claims of any nature in favor of Seller and relating and accruing to any time period prior to the Effective Date);

(b) Any accounts payable accruing before the Effective Date that are not included in the Liabilities referenced in **Section 2.4** below;

(c) All corporate, partnership, financial, tax and legal (other than title) records of Seller;

(d) All contracts of insurance or indemnity;

(e) Any refund of costs, taxes or expenses borne by Seller attributable to the period prior to the Effective Date;

(f) All deposits, cash, checks, funds, and accounts receivable or received attributable to Seller’s interests in the Assets with respect to any period of time prior to the Effective Date;

(g) Copies or scanned versions of all documents related to the Assets (to the extent Seller wishes to create such copies or scanned versions at Seller’s expense);

(h) Any other files, records, information, or data to the extent that Seller (i) is prevented from disclosing or transferring such materials to Buyer or (ii) considers such files, records, information, or data to be proprietary or confidential to it or which Seller cannot provide to Buyer without, in its reasonable opinion, breaching, or risking a break of, agreements with other parties, or waiving, or risking waiving, a legal privilege.

(i) These excluded rights and interests specified in this **Section 2.2** are collectively referred to as the “Excluded Interests.” Buyer shall not be responsible for, and Seller expressly retains, all liabilities related to the Excluded Interests, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Interests may not be embraced by the term “Assets.” The fact that certain rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have

constituted "Assets" and shall not be used to interpret the meaning of any word or phrase used in describing the "Assets."

Section 2.3. Claims. Notwithstanding anything to the contrary in this **Article II**, the Assets this Agreement contemplates selling and otherwise transferring to Buyer do not include any avoidance actions held by Seller, whether such avoidance action arises under state avoidance laws, or under any other applicable law, rule, or regulation.

Section 2.4. Assumed Obligations. At Closing, Buyer shall assume and pay when due (a) each and every Liability of the Seller related to the Assets with respect to any period of time before, on or after the Effective Date which are described on **Schedule "___"** hereto (collectively the "Assumed Obligations"). Buyer shall receive a credit against the Base Purchase Price in an amount equal to the Assumed Obligations. Prior to the Auction, to the extent Buyer determines that any cure cost exceeds the value of the related asset or contract, Buyer shall have the right to remove the asset or contract from its bid and shall amend any relevant exhibits accordingly.

ARTICLE III. Purchase Price

Section 3.1. Purchase Price. The gross purchase price for the Assets shall be \$ 2. Such Base Purchase Price may be adjusted as provided in Articles II, VII, and IX hereof (the Base Purchase Price, as so adjusted, and as the same may otherwise be adjusted by mutual agreement of the parties, being herein called the "Purchase Price"). The Purchase Price shall be paid in cash at the Closing as hereinafter provided.

Section 3.2. Deposit. Contemporaneous with the submission of this Agreement, Buyer shall deposit with Fellers, Snider, Blankenship, Bailey & Tippens, P.C. Trust Account (the "Escrow Agent") a good faith deposit (the "Good Faith Deposit") of \$20,000.00. The Good Faith Deposit must be made by certified check or wire transfer. In the event the transaction contemplated hereby is consummated in accordance with the terms hereof, the Deposit shall be applied to the Purchase Price to be paid by Buyer at the Closing. If Buyer receives credit for Deposit against the Purchase Price paid at Closing, such credit, shall be in the amount of the Deposit. In the event this Agreement is terminated by Buyer or Seller in accordance with **Section 5.3** below, the Deposit shall be returned to Buyer or retained by Seller as provided in **Section 5.4**.

ARTICLE IV. Representations by Seller

Section 4.1. Representations of Seller. Seller hereby represents to Buyer that as of the date of this Agreement:

(a) **Organization and Qualification.** Seller is the duly appointed Chapter 11 trustee for the Debtor.

(b) **Due Authorization.** Seller has full power to enter into and perform its obligations under this Agreement and has taken all proper action to authorize entering into this Agreement and performance of its obligations hereunder.

(c) **Approvals.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof, will result in any default under any agreement or instrument to which Seller is a party, or violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller, subject in each case to approval by the Bankruptcy Court, and approval of the Federal Communications Commission (as to the low-power, non-commercial radio license) if applicable.

(d) **Valid, Binding and Enforceable.** Subject to approval by the Bankruptcy Court, this Agreement constitutes (and the Conveyance provided for herein to be delivered at Closing will, when executed and delivered, constitute) the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as limited by the Bankruptcy Code or other laws applicable generally to creditor's rights and as limited by general equitable principles.

Representations of Buyer

Section 4.2. Representations of Buyer. Buyer hereby represents to Seller that as of the date of this Agreement:

(a) **Organization and Qualification.** Buyer is duly organized and legally existing and in good standing under the laws of the state in which it was formed and is qualified to do business and in good standing in the state in which the Assets are located where the laws of such state will require Buyer to so qualify with respect to the interest in the Assets to be conveyed hereunder. Buyer is also qualified to own and operate the Assets with all applicable governmental agencies having jurisdiction over the Assets, to the extent such qualification is necessary or appropriate or will be necessary or appropriate upon consummation of the transactions contemplated hereby.

(b) **Due Authorization.** Buyer has full power to enter into and perform its obligations under this Agreement and has taken all proper action to authorize entering into this Agreement and performance of its obligations hereunder.

(c) **Approvals.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof, will result in any default under any agreement or instrument to which Buyer is a party, or violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Buyer.

(d) **Valid, Binding and Enforceable.** This Agreement constitutes (and the Conveyance provided for herein to be delivered at Closing will, when executed and delivered, constitute) the legal, valid, and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy or other laws applicable generally to creditor's rights and as limited by general equitable principles.

(e) **No Litigation.** There are no pending suits, actions, or other proceedings in which Buyer is a party (or, to Buyer's knowledge, which have been threatened to be instituted against Buyer) which affect the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(f) **No Distribution.** Buyer is acquiring the Assets for its own account and not with the intent to make a distribution in violation of the Securities Act of 1933 as amended (and the rules and regulations pertaining thereto) or in violation of any other applicable securities laws, rules, or regulations.

(g) **Knowledge and Experience.** Buyer has (and had prior to negotiations regarding the Assets) such knowledge and experience in the ownership and operation of the Assets financial and business matters as to be able to evaluate the merits and risks of an investment in the Assets. Buyer is able to bear the risks of an investment in the Assets and understands risks of, and other considerations relating to, a purchase of the Assets.

(h) **Opportunity to Verify Information.** As of the date of this Agreement, Buyer has been furnished with various materials relating to the Assets under this Agreement and has been afforded the opportunity to ask questions of Seller (or a person or persons acting on its behalf) concerning the Assets. Buyer has begun and will continue to make its own independent investigation of the Assets to the extent necessary to evaluate the Assets. At Closing, Buyer shall be deemed to have knowledge of all facts contained in all materials, documents, and other information which Buyer has been furnished or to which Buyer has been given access.

(i) **Merits and Risks of an Investment in the Assets.** Buyer understands and acknowledges that: (i) an investment in the Assets involves certain risks; (ii) neither the United States Securities and Exchange Commission nor any federal, state or foreign agency has passed upon the Assets or made any finding or determination as to the fairness of an investment in the Assets or the accuracy or adequacy of the disclosures made to Buyer; and (iii) except as set forth in **Section 6.1** of this Agreement, Buyer is not entitled to cancel, terminate or revoke this Agreement.

(j) **Financing.** Buyer has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to fulfill its obligations hereunder and to make payment of all amounts to be paid by it hereunder on and after the Closing Date.

(k) **Good Faith Purchaser.** Buyer represents and warrants that it is a good faith purchaser.

(l) **Bidding Procedures.** Buyer represents that it has accepted and will abide by the Bidding Procedures.

ARTICLE V.

Conditions Precedent to Closing

Section 5.1. Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

(a) **Compliance with Covenants and Agreements.** Seller shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Buyer) each and every covenant and agreement required by this Agreement to be performed or complied with by Seller prior to or at the Closing.

Section 5.2. Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

(a) **Representations True and Correct.** Each and every representation of Buyer under this Agreement shall be true and accurate in all material respects as of the date when made and for purposes of serving as a condition to close and shall be true and accurate in all material respects at and as of such time of Closing as if it had been made again as of the Closing.

(b) **Compliance with Covenants and Agreements.** Buyer shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Seller) each and every covenant and agreement required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

Section 5.3. Termination of Agreement. Prior to Closing, this Agreement may be terminated as follows:

(a) upon written agreement of Buyer and Seller;

(b) by Buyer or Seller by written notice to the other party if Closing shall not have occurred on or prior to twenty-one days following entry of the Sale Order (the "Termination Date"), and Seller has not given written notice to Buyer of its exercise of the Closing Extension pursuant to **Section 6.1(b)**; provided that a party shall not be entitled to exercise such right to terminate this Agreement if it is in material breach of its obligations hereunder.

(c) by Buyer or Seller by written notice to the other party if Seller has exercised the Closing Extension pursuant to **Section 6.1(b)** and the Closing shall not have occurred on or prior to forty (40) days following entry of the Sale Order.

(d) by Buyer if (i) any condition precedent to Buyer's obligations listed in **Section 6.1** above is not fulfilled or waived by Buyer as of the Closing Date, and (ii) Buyer is not in material breach of its obligations hereunder. In the event such a termination by Buyer occurs, the parties shall have no further obligations to one another hereunder (other than the obligations under **Section 5.4** and **Article IX** all hereof all of which will survive such termination);

(e) by Seller if (i) any condition precedent to Seller's obligations listed in **Section 5.2** above is not fulfilled or waived by Seller as of the Closing Date, and (ii) Seller is not in material breach of its obligations hereunder. In the event such a termination by Seller occurs, the parties shall have no further obligations to one another hereunder (other than the obligations under **Sections 5.4** and **Article IX** hereof all of which will survive such termination);

(f) by Seller if seller receives and accepts a better bid through the Bidding Procedures.

Section 5.4. Disposition of Deposit. In the event of a termination of this Agreement, the Deposit shall be returned to Buyer or retained by Seller as follows:

(a) If this Agreement is terminated in accordance with **Section 5.3 (a), (b), (c), (d), (e) or (f)**, the Deposit plus interest will be refunded to Buyer.

(b) If this Agreement is terminated for any reason whatsoever other than those identified in **Section 5.4 (a)**, the Deposit plus interest shall be retained by Seller.

ARTICLE VI.

Closing

Section 6.1. Closing.

(a) Unless earlier terminated pursuant to **Section 5.3**, the purchase and assignment of the Assets pursuant to this Agreement shall be consummated (the "Closing") at the Oklahoma City office of Feller Snider Blankenship and Bailey & Tippens, P.C. at 100 N. Broadway, Suite 1700, Oklahoma City, OK 73102, on the 2nd business day after all conditions to Closing set forth in **Article 5** shall have been satisfied or waived, but in no event shall the Closing occur after the date contemplated in **Section 6.1 (b)**.

(b) Closing shall occur no later than twenty (20) days following entry of the Sale Order but may be extended at Seller's option upon written notice to Buyer by Seller prior to 5:00 p.m. on the date fifteen (15) days following entry of the Sale Order (a "Closing Extension") of its intention to exercise such option.

(c) If Buyer proceeds to Closing with knowledge of any condition precedent listed in **Section 5.1** above not being met, such condition precedent will be deemed waived by Buyer as a condition to close and Buyer hereby waives all claims for breach of a representation and warranty related thereto.

(d) If Seller proceeds to Closing with knowledge of any condition precedent listed in **Section 6.2** above not being met, such condition precedent will be deemed waived by Seller as a condition to close and Seller hereby waives all claims for breach of a representation and warranty related thereto.

Section 6.2. Seller's Closing Obligations. At the Closing,

(a) **Delivery of Conveyance.** Upon receipt of payment of the amount provided in **Section 6.3(a)**, Seller shall execute, acknowledge, and deliver to Buyer a mutually agreeable bill of sale conveying the Assets (the "Conveyance"), in the form attached hereto as **Schedule "___"** with such modifications as may be mutually agreed to by Buyer and Seller, being attached thereto).

(b) **Turn Over Possession**. Seller shall, to the extent Seller can do so, turn over possession of the Assets.

(c) **Withheld Information**. Seller shall provide to Buyer a list of all files, Records, information, or data withheld pursuant to **Section 2.2(i)** to the extent such relate to the Assets.

Section 6.3. Buyer's Closing Obligations. At the Closing,

(a) **Payment to Seller**. Buyer shall deliver to Seller, by wire transfer of immediately available funds to an account designated by Seller in a bank located in the United States, an amount equal to the Purchase Price minus the Buyer's funds being held in trust in the "**Escrow Account**".

ARTICLE VII.
Post-Closing Obligations

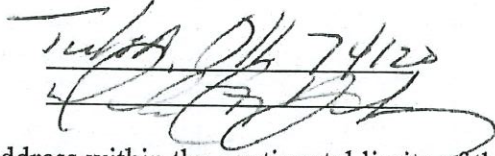
Section 7.1. Further Assurances. Seller shall execute and deliver such other documents and instruments, and take such other actions, as Buyer may reasonably request in order to fully vest and perfect in Buyer all right, title, and interest in and to the Assets and otherwise to effectuate the transactions contemplated by this Agreement; however, it is expressly understood by Buyer that after closing Seller may distribute the proceeds to creditors and, if funds allow, equity holders, without reserve for any obligations to Buyer. Buyer shall execute and deliver such other documents and instruments, and take such other actions, as Seller may reasonably request in order to effectuate the transactions contemplated by this Agreement.

ARTICLE VIII.
Notices

Section 8.1. Notices. All notices and other communications required under this Agreement shall (unless otherwise specifically provided herein) be in writing and be delivered personally, by recognized commercial courier or delivery service which provides a receipt, by facsimile (with receipt acknowledged), or by registered or certified mail (postage prepaid), at the following addresses:

If to Seller: Oklahoma Jazz Hall of Fame, Inc.
c/o Stephen J. Moriarty, Trustee
Fellers, Snider, Blankenship, Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102
Telephone: 405.232.0621
Facsimile: 405.232.9659
E-mail: smoriarty@fellerssnider.com

If to Buyer: MLHFF
130 N Greenwood Ave



or such other post office address within the continental limits of the United States as a party may designate for itself by giving notice to the other party, in the manner provided in this Section, at least ten (10) days prior to the effective date of such change of address. All notices given by personal delivery or mail shall be effective on the date of actual receipt at the appropriate address as provided above. Notices given by facsimile, if receipt is confirmed by the transmitting device, shall be effective upon actual receipt of received during recipient's normal business hours or at the beginning of the next business day after receipt if received after recipient's normal business hours.

ARTICLE IX.

Miscellaneous Matters

Section 9.1. Parties Bear Own Expenses; Limitation on Damages. Each party shall bear and pay all expenses (including without limitation, legal fees) incurred by it in connection with the transaction contemplated by this Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY SHALL HAVE ANY OBLIGATIONS WITH RESPECT TO THIS AGREEMENT, OR OTHERWISE IN CONNECTION HERewith, FOR ANY SPECIAL OR PUNITIVE DAMAGES.

Section 9.2. Transfer Taxes. Buyer shall pay and be responsible for all sales, transfer or similar taxes ("Transfer Taxes") due and owing in connection with this transaction. Where Transfer Taxes are due and owing by Buyer in connection with this transaction, and are required to be collected by Seller, Buyer shall pay the appropriate amount of Transfer Taxes due by Buyer and remit same to the appropriate governmental agency promptly after the Closing. Buyer agrees to be solely responsible and shall indemnify and hold Seller (and its affiliates, and its and their directors, officers, employees, attorneys, contractors, and agents) harmless, for any and all additional Transfer Taxes (including related penalty, interest, fines, or legal costs), if any, asserted to be due by any governmental agency by virtue of this transaction above those previously paid at Closing or otherwise.

Section 9.3. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions among the parties with respect to such subject matter; provided that any Confidentiality Agreement executed by Buyer and Seller, or any representative of Seller, in connection with the transaction contemplated hereby remains in full force and effect and is not superseded or modified by this Agreement.

Section 9.4. Amendments, Waivers. This Agreement may be amended, modified, supplemented, restated, or discharged (and provisions hereof may be waived) only by an instrument in writing signed by the party against whom enforcement of the amendment, modification, supplement, restatement, or discharge (or waiver) is sought.

Section 9.5. Choice of Law, Consent to Jurisdiction. Without regard to principles of conflicts of laws, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Oklahoma applicable to contracts made and to be performed entirely within such state and the laws of the United States of America.

Section 9.6. Time of Essence. Time is of the essence in this Agreement.

Section 9.7. Assignment. Seller agrees that Buyer shall have the right to assign all or a portion of its rights under this Agreement, including any indemnification rights, or any obligations or benefits hereunder, to a third party or parties subject to Seller's prior written approval which approval will not be unreasonably withheld; provided that Buyer shall remain obligated under this Agreement to the extent that such assignee fails in any respect to timely ratify or perform such obligations.

Section 9.8. Successors and Assigns. Subject to the limitation on assignment contained in Section 9.7 above, the Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9.9. No Press Releases. Except as may be required under applicable law, or by order or rules of the court, neither party shall make any public announcement with respect to the transaction contemplated hereby without the consent of the other party.

Section 9.10. Counterpart Execution, Fax Execution. This instrument may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute collectively, one instrument. It is not necessary that each party hereto execute the same counterpart so long as identical counterparts are executed by each such party hereto. This instrument may be validly executed and delivered by facsimile or other electronic transmission.

Section 9.11. Exclusive Remedy. The sole and exclusive remedy of Buyer with respect to the Assets shall be pursuant to the express provisions of this Agreement. The representations and warranties of Seller under this Agreement shall not survive Closing. If the Closing occurs, Buyer shall be deemed to have waived, to the fullest extent permitted under applicable law, any right to contribution against Seller (including, without limitation, any contribution claim arising under any applicable environmental law) and any and all other rights, claims and causes of action it may have against Seller arising under or based on any federal, state, or local statute, law, ordinance, rule or regulation or common law or otherwise. If the Closing does not occur due to the breach of Seller, (i) the sole and exclusive remedy of Buyer shall be the right to return of the Deposit, plus accrued interest, to extent provided herein and (ii) Buyer shall not be entitled to recover any monetary damages.

Section 9.12. References, Titles and Construction.

(a) All references in this Agreement to articles, sections, subsections, and other subdivisions refer to corresponding articles, sections, subsections, and other subdivisions of this Agreement unless expressly provided otherwise.

(b) Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions.

(c) The words “**this Agreement**”, “**this instrument**”, “**herein**,” “**hereof**,” “**hereby**,” “**hereunder**” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

(d) Words in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

(e) Examples shall not be construed to limit, expressly or by implication, the matter they illustrate.

(f) The word “**or**” is not intended to be exclusive and the word “**includes**” and its derivatives means “includes but is not limited to” and corresponding derivative expressions.

(g) All references herein to “**\$**” or “**dollars**” shall refer to U.S. Dollars.

(h) The Schedule and Exhibits listed in the List of Schedules and Exhibit are attached hereto. Each such Schedule and/or Exhibit is incorporated herein by reference for all purposes, and references to this Agreement shall also include such Schedule and/or Exhibit unless the context in which used shall otherwise require.

Section 9.13. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the date set forth above.

SELLER:

OKLAHOMA JAZZ HALL OF FAME, INC.

By: _____
Stephen J. Moriarty
Its: Court Appointed Bankruptcy Trustee

BUYER:

MCH FF
a _____ corporation

By: _____
Name: Don Hoener
Title: CEO

859682;03664

Stephen Moriarty

From: Stephen Moriarty
Sent: Tuesday, May 4, 2021 4:57 PM
To: Dr. Tiffany Crutcher
Subject: OKJHOF
Attachments: OKJHOF Bid Procedures Order-Ex B-APA.pdf

As promised.

Wire instructions:

International Bank of Commerce
1200 San Bernardo Street
Laredo, TX 78040
ABA No. 114902528
Credit the account of:
Fellers Snider Blankenship Bailey &
Tippens Trust Account
Account No. 0717138511
Amount: \$ 20,000.00
Re: [Client/Matter #] Oklahoma Jazz Hall of Fame # 03664
Swift Code: IBCLUS44

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
Main: 405/232-0621
Direct : 405/239-7251
Fax: 405/232-9659

e-mail: smoriarty@fellerssnider.com

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TRUSTEE_Ex_14

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA**

IN RE:)	
)	
Oklahoma Jazz Hall of Fame, Inc.,)	Case No. 21-10047-M
)	(Chapter 11)
)	
Debtor.)	

SUBCHAPTER V TRUSTEE REPORT

Stephen J. Moriarty as Trustee (“Trustee”) for Oklahoma Jazz Hall of Fame, Inc. (the “Debtor”) submits this Report and states as follows:

1. On March 23, 2021 this Court entered an order (the “Bid Procedures Order”) (A) Establishing Bidding Procedures in Connection With the Sale of Substantially All of the Debtor’s Assets, (B) Approving the Form and Manner of Notices, (C) Scheduling Dates for An Auction and Sale Hearing, (D) Authorizing and Approving the Form of Asset Purchase Agreement; and (E) Approving Procedures to Determine Cure Amounts Related to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases [Dkt. No. 54].

2. Prior to expiration of the Bid Deadline¹ Trustee received bids from the following parties:

- a. Maxine Horner Family Foundation, and
- b. The Jazz Foundation, LLC.

3. Pursuant to the Bid Procedures, Trustee designated the following as Qualified Bidders that had submitted Qualified Bids:

- a. The Jazz Foundation, LLC.

¹ Unless otherwise stated, capitalized terms have the meanings ascribed to them in the Bid Procedures Order.

Trustee determined that the Maxine Horner Family Foundation (a \$0 bid for miscellaneous assets of Debtor without the required deposit) submitted a non-conforming bid and did not become a Qualified Bidder.

4. Having only one Qualified Bid, Trustee designated the Qualified Bid of The Jazz Foundation, LLC to be the Prevailing Bid with respect to the Assets for purposes of the Bid Procedures and elected not to proceed with an Auction of the Assets.

5. A copy of The Jazz Foundation, LLC bid is attached as Exhibit "A".

6. A copy of the proposed Lease Assignment and Bill of Sale to be used (subject to change) is attached as Exhibit "B".

/s/ Stephen J. Moriarty
Stephen J. Moriarty (OBA # 6410)
FELLERS, SNIDER, BLANKENSHIP,
BAILEY & TIPPENS
100 North Broadway, Suite 1700
Oklahoma City, OK 73102-8820
Telephone: (405) 232-0621
Facsimile: (405) 232-9659
E-mail: smoriarty@fellerssnider.com

TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that on May 7, 2021, I electronically submitted the attached document to the Clerk of the Court using the ECF system for filing.

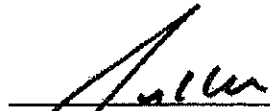
/s/ Stephen J. Moriarty
Stephen J. Moriarty

**RESOLUTION AND ACTION
THE JAZZ FOUNDATION, LLC**

The undersigned, being the only Member, President, and sole Manager of The Jazz Foundation, LLC (the "Company"), does hereby resolve and approve the following actions:

- 1) Allowing the Manager to sign and submit the attached bid and proposal to the Trustee, Stephen J. Moriarty for the Oklahoma Jazz Hall of Fame, Inc. (the "Debtor") in Case No. 21-10047-M in the Federal Bankruptcy Court for the Northern District of Oklahoma on May 4, 2021; and
- 2) To deposit Twenty Thousand Dollars (\$20,000.00) by wire transfer to the Trustee to support said bid and proposal on May 4, 2021; and
- 3) Directing the Manager to do all things and take all action he deems necessary to either (i) prevail in the auction and sale process, or (ii) withdraw from same at such time as he deems necessary and appropriate in his unilateral discretion on such terms as are permitted by the Sale Process if he is not the prevailing Buyer at Auction.

So Resolved and Approved this 4th day of May, 2021.



James R. Moore, President, Manager
and sole Member
The Jazz Foundation, LLC



May 4, 2021

Stephen J. Moriarty, Esq.
Fellers, Snider, Blankenship,
Bailey & Tippens, P.C.
100 N. Broadway Ave., Suite 1700
Oklahoma City, OK 73102
e-mail: smoriarty@fellerssnider.com

Re: Oklahoma Jazz Hall of Fame, Inc.
Voluntary Petition Chapter 11
Case No. 21-10047-M
(the "Estate")

Mr. Moriarty:

I write in my capacity as President and Manager of The Jazz Foundation, LLC, a privately owned Oklahoma limited liability company. The Jazz Foundation, LLC offers to perform as Buyer pursuant to the terms of the Asset Purchase Agreement attached hereto.

Assuming we are the successful bidder, then *in addition* to fulfilling its obligations under the Asset Purchase Agreement, The Jazz Foundation, LLC will:

- A. Assume the future (from and after date of Closing) obligations of the lease of premises at 111 East First Street, Tulsa ("Lease of Premises") and comply with the terms of the Lease of Premises and operate a Jazz Hall of Fame to include museum, practice facilities and maintain landscaping; and
- B. The Jazz Foundation, LLC will be funded with Two Million Dollars (\$2,000,000.00). Those funds will be used for the following purposes:
 - 1) One Million Dollars (\$1,000,000.00) in additional funds dedicated to the use of The Jazz Foundation, LLC to satisfy obligations of deferred maintenance and additional capital improvements to the Premises subject to the terms, requirements, conditions, and constraints of the Lease of Premises; and
 - 2) One Million Dollars (\$1,000,000.00) in additional funds to satisfy future obligations of the Lease of Premises and operating expenses of The Jazz Foundation, LLC.

I look forward to working with you to get a deal done quickly.

Sincerely,

James R. Moore, President and Manager
The Jazz Foundation, LLC

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated _____, 2021, by and between Stephen J. Moriarty as Trustee (the "Trustee") for Oklahoma Jazz Hall of Fame, Inc. ("Seller") and The Jazz Foundation, LLC, an Oklahoma limited liability company ("Buyer");

RECITALS

Buyer desires to purchase the Assets, and Seller desires to sell, convey, assign, and transfer the Assets (as defined below) to Buyer, on the terms and conditions set forth in this Agreement.

Seller, with the assistance of his advisors, has the right to seek higher and better offers for the Assets and will conduct an auction (the "Auction") for the Assets so as to seek to ensure this Agreement represents the highest and best offer received for the Assets. The sale of the Assets will be conducted pursuant to the Bidding Procedures, defined below, and incorporated herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

ARTICLE I.

Definitions and References

Section 1.1. Defined Terms. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Section 1.1 or in the section, subsections or other subdivisions referred to below:

"**Agreement**" shall mean this Agreement, as hereafter changed, amended, or modified in accordance with the terms hereof.

"**Assets**" shall mean the Personal Property, Real Estate Lease, and the rights and interests described in Section 2.1.

"**Base Purchase Price**" shall have the meaning assigned to such term in Section 3.1.

"**Bidding Procedures**" shall be the procedures utilized to conduct the sale of the Assets as set forth Schedule "___".

"**Closing**" shall have the meaning assigned to such term in Section 6.1.

"**Closing Date**" shall be on or before _____, 2021, the date on which Closing occurs.

"**Conveyance**" shall have the meaning assigned to such term in Section 6.2(a).

“**Effective Date**” shall mean the Closing Date.

“**Excluded Interests**” shall have the meaning assigned to such term in **Section 2.2**.

“**Furniture, Fixtures and Equipment**” shall mean the Furniture, Fixtures and Equipment described in **Schedule “A”**.

“**Leased Real Estate**” shall mean the real estate lease of 111 East First Street, Tulsa, Oklahoma, which is identified on **Schedule “A”** which is leased to Seller.

“**Location**” shall mean 111 East First Street, Tulsa, Oklahoma.

“**Liability**” shall mean direct or indirect liability, indebtedness, obligation, commitment, expense, loss, claim, deficiency, guaranty, or endorsement by or of Person of any type, whether known or unknown, and whether accrued, absolute, contingent, matured or unmatured.

“**Person**” shall mean an individual, corporation, limited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated organization, or any other entity, including any United States, foreign, state, or local governmental entity or municipality or any authority, department, commission, board, bureau, agency, court, instrumentality, or subdivision thereof.

“**Personal Property**” shall have the meaning assigned to such term in **Section 2.1**.

“**Purchase Price**” shall have the meaning assigned to such term in **Section 3.1**.

“**Real Estate Lease**” shall mean the Seller’s interest as lessee of the Leased Real Estate.

“**Sale Hearing**” shall mean the hearing conducted by the United States Bankruptcy Court for the Northern District of Oklahoma (“**Court**”) in the matter of *In re Oklahoma Jazz Hall of Fame, Inc.*, Case No. 21-10047-M approving the sale of the Assets.

“**Sale Order**” shall mean the order entered by the Court approving a sale of the Assets.

“**Transfer Taxes**” shall have the meaning assigned to such term in **Section 9.2**.

ARTICLE II.

Property to be Sold and Purchased

Section 2.1. Assets. Subject to the terms and provisions contained herein and for the consideration herein set forth, Seller agrees to sell, assign and convey and Buyer agrees to purchase and acquire from Seller, the following described assets rights, and interests described in the subsections (a), (b), (c), and (d) below and excluding the Excluded Interests (collectively, the “**Assets**”):

(a) All right, title and interest of Seller in and to all tangible property at the Location as more fully described in **Schedule “A”**;

(b) All right, title and interest of Seller in and to the intangible and intellectual property as more fully described in **Schedule "A"**;

(c) All of Seller's right, title and interest in all Furniture, Fixtures and Equipment as more fully described in **Schedule "A"**; and

(d) All of Seller's right, title and interest in the Real Estate Lease as more fully described in **Schedule "A"**.

Section 2.2. Excluded Interests. The Assets do not include, and there are hereby expressly excepted and excluded therefrom and reserved to Seller:

(a) All rights and causes of action arising, occurring, or existing in favor of Seller prior to the Effective Date (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mis-payments, erroneous payments, or other claims of any nature in favor of Seller and relating and accruing to any time period prior to the Effective Date);

(b) Any accounts payable accruing before the Effective Date that are not included in the Liabilities referenced in **Section 2.4** below;

(c) All corporate, partnership, financial, tax and legal (other than title) records of Seller;

(d) All contracts of insurance or indemnity;

(e) Any refund of costs, taxes or expenses borne by Seller attributable to the period prior to the Effective Date;

(f) All deposits, cash, checks, funds, and accounts receivable or received attributable to Seller's interests in the Assets with respect to any period of time prior to the Effective Date;

(g) Copies or scanned versions of all documents related to the Assets (to the extent Seller wishes to create such copies or scanned versions at Seller's expense);

(h) Any other files, records, information, or data to the extent that Seller (i) is prevented from disclosing or transferring such materials to Buyer or (ii) considers such files, records, information, or data to be proprietary or confidential to it or which Seller cannot provide to Buyer without, in its reasonable opinion, breaching, or risking a break of, agreements with other parties, or waiving, or risking waiving, a legal privilege.

(i) These excluded rights and interests specified in this **Section 2.2** are collectively referred to as the "Excluded Interests." Buyer shall not be responsible for, and Seller expressly retains, all liabilities related to the Excluded Interests, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Interests may not be embraced by the term "Assets." The fact that certain rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have

constituted "Assets" and shall not be used to interpret the meaning of any word or phrase used in describing the "Assets."

Section 2.3. Claims. Notwithstanding anything to the contrary in this Article II, the Assets this Agreement contemplates selling and otherwise transferring to Buyer do not include any avoidance actions held by Seller, whether such avoidance action arises under state avoidance laws, or under any other applicable law, rule, or regulation.

Section 2.4. Assumed Obligations. At Closing, Buyer shall assume and pay when due (a) each and every Liability of the Seller related to the Assets with respect to any period of time before, on or after the Effective Date which are described on **Schedule "B"** hereto (collectively the "Assumed Obligations"). Buyer shall receive a credit against the Base Purchase Price in an amount equal to the Assumed Obligations. Prior to the Auction, to the extent Buyer determines that any cure cost exceeds the value of the related asset or contract, Buyer shall have the right to remove the asset or contract from its bid and shall amend any relevant exhibits accordingly.

ARTICLE III. Purchase Price

Section 3.1. Purchase Price. The gross purchase price for the Assets shall be \$200,000.00. Such Base Purchase Price may be adjusted as provided in Articles II, VII, and IX hereof (the Base Purchase Price, as so adjusted, and as the same may otherwise be adjusted by mutual agreement of the parties, being herein called the "Purchase Price"). The Purchase Price shall be paid in cash at the Closing as hereinafter provided.

Section 3.2. Deposit. Contemporaneous with the submission of this Agreement, Buyer shall deposit with Fellers, Snider, Blankenship, Bailey & Tippens, P.C. Trust Account (the "Escrow Agent") a good faith deposit (the "Good Faith Deposit") of \$20,000.00. The Good Faith Deposit must be made by certified check or wire transfer. In the event the transaction contemplated hereby is consummated in accordance with the terms hereof, the Deposit shall be applied to the Purchase Price to be paid by Buyer at the Closing. If Buyer receives credit for Deposit against the Purchase Price paid at Closing, such credit, shall be in the amount of the Deposit. In the event this Agreement is terminated by Buyer or Seller in accordance with **Section 5.3** below, the Deposit shall be returned to Buyer or retained by Seller as provided in **Section 5.4**.

ARTICLE IV. Representations by Seller

Section 4.1. Representations of Seller. Seller hereby represents to Buyer that as of the date of this Agreement:

(a) **Organization and Qualification.** Seller is the duly appointed Chapter 11 trustee for the Debtor.

(b) **Due Authorization.** Seller has full power to enter into and perform its obligations under this Agreement and has taken all proper action to authorize entering into this Agreement and performance of its obligations hereunder.

(c) **Approvals.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof, will result in any default under any agreement or instrument to which Seller is a party, or violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller, subject in each case to approval by the Bankruptcy Court, and approval of the Federal Communications Commission (as to the low-power, non-commercial radio license) if applicable.

(d) **Valid, Binding and Enforceable.** Subject to approval by the Bankruptcy Court, this Agreement constitutes (and the Conveyance provided for herein to be delivered at Closing will, when executed and delivered, constitute) the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as limited by the Bankruptcy Code or other laws applicable generally to creditor's rights and as limited by general equitable principles.

Representations of Buyer

Section 4.2. Representations of Buyer. Buyer hereby represents to Seller that as of the date of this Agreement:

(a) **Organization and Qualification.** Buyer is duly organized and legally existing and in good standing under the laws of the state in which it was formed and is qualified to do business and in good standing in the state in which the Assets are located where the laws of such state will require Buyer to so qualify with respect to the interest in the Assets to be conveyed hereunder. Buyer is also qualified to own and operate the Assets with all applicable governmental agencies having jurisdiction over the Assets, to the extent such qualification is necessary or appropriate or will be necessary or appropriate upon consummation of the transactions contemplated hereby.

(b) **Due Authorization.** Buyer has full power to enter into and perform its obligations under this Agreement and has taken all proper action to authorize entering into this Agreement and performance of its obligations hereunder.

(c) **Approvals.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof, will result in any default under any agreement or instrument to which Buyer is a party, or violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Buyer.

(d) **Valid, Binding and Enforceable.** This Agreement constitutes (and the Conveyance provided for herein to be delivered at Closing will, when executed and delivered, constitute) the legal, valid, and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy or other laws applicable generally to creditor's rights and as limited by general equitable principles.

(e) **No Litigation.** There are no pending suits, actions, or other proceedings in which Buyer is a party (or, to Buyer's knowledge, which have been threatened to be instituted against Buyer) which affect the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(f) **No Distribution.** Buyer is acquiring the Assets for its own account and not with the intent to make a distribution in violation of the Securities Act of 1933 as amended (and the rules and regulations pertaining thereto) or in violation of any other applicable securities laws, rules, or regulations.

(g) **Knowledge and Experience.** Buyer has (and had prior to negotiations regarding the Assets) such knowledge and experience in the ownership and operation of the Assets financial and business matters as to be able to evaluate the merits and risks of an investment in the Assets. Buyer is able to bear the risks of an investment in the Assets and understands risks of, and other considerations relating to, a purchase of the Assets.

(h) **Opportunity to Verify Information.** As of the date of this Agreement, Buyer has been furnished with various materials relating to the Assets under this Agreement and has been afforded the opportunity to ask questions of Seller (or a person or persons acting on its behalf) concerning the Assets. Buyer has begun and will continue to make its own independent investigation of the Assets to the extent necessary to evaluate the Assets. At Closing, Buyer shall be deemed to have knowledge of all facts contained in all materials, documents, and other information which Buyer has been furnished or to which Buyer has been given access.

(i) **Merits and Risks of an Investment in the Assets.** Buyer understands and acknowledges that: (i) an investment in the Assets involves certain risks; (ii) neither the United States Securities and Exchange Commission nor any federal, state or foreign agency has passed upon the Assets or made any finding or determination as to the fairness of an investment in the Assets or the accuracy or adequacy of the disclosures made to Buyer; and (iii) except as set forth in **Section 6.1** of this Agreement, Buyer is not entitled to cancel, terminate or revoke this Agreement.

(j) **Financing.** Buyer has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to fulfill its obligations hereunder and to make payment of all amounts to be paid by it hereunder on and after the Closing Date.

(k) **Good Faith Purchaser.** Buyer represents and warrants that it is a good faith purchaser.

(l) **Bidding Procedures.** Buyer represents that it has accepted and will abide by the Bidding Procedures.

ARTICLE V.

Conditions Precedent to Closing

Section 5.1. Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

(a) **Compliance with Covenants and Agreements.** Seller shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Buyer) each and every covenant and agreement required by this Agreement to be performed or complied with by Seller prior to or at the Closing.

Section 5.2. Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

(a) **Representations True and Correct.** Each and every representation of Buyer under this Agreement shall be true and accurate in all material respects as of the date when made and for purposes of serving as a condition to close and shall be true and accurate in all material respects at and as of such time of Closing as if it had been made again as of the Closing.

(b) **Compliance with Covenants and Agreements.** Buyer shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Seller) each and every covenant and agreement required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

Section 5.3. Termination of Agreement. Prior to Closing, this Agreement may be terminated as follows:

(a) upon written agreement of Buyer and Seller;

(b) by Buyer or Seller by written notice to the other party if Closing shall not have occurred on or prior to twenty-one days following entry of the Sale Order (the "Termination Date"), and Seller has not given written notice to Buyer of its exercise of the Closing Extension pursuant to **Section 6.1(b)**; provided that a party shall not be entitled to exercise such right to terminate this Agreement if it is in material breach of its obligations hereunder.

(c) by Buyer or Seller by written notice to the other party if Seller has exercised the Closing Extension pursuant to **Section 6.1(b)** and the Closing shall not have occurred on or prior to forty (40) days following entry of the Sale Order.

(d) by Buyer if (i) any condition precedent to Buyer's obligations listed in **Section 6.1** above is not fulfilled or waived by Buyer as of the Closing Date, and (ii) Buyer is not in material breach of its obligations hereunder. In the event such a termination by Buyer occurs, the parties shall have no further obligations to one another hereunder (other than the obligations under **Section 5.4** and **Article IX** all hereof all of which will survive such termination);

(e) by Seller if (i) any condition precedent to Seller's obligations listed in **Section 5.2** above is not fulfilled or waived by Seller as of the Closing Date, and (ii) Seller is not in material breach of its obligations hereunder. In the event such a termination by Seller occurs, the parties shall have no further obligations to one another hereunder (other than the obligations under **Sections 5.4** and **Article IX** hereof all of which will survive such termination);

(f) by Seller if seller receives and accepts a better bid through the Bidding Procedures.

Section 5.4. Disposition of Deposit. In the event of a termination of this Agreement, the Deposit shall be returned to Buyer or retained by Seller as follows:

(a) If this Agreement is terminated in accordance with **Section 5.3 (a), (b), (c), (d), (e) or (f)**, the Deposit plus interest will be refunded to Buyer.

(b) If this Agreement is terminated for any reason whatsoever other than those identified in **Section 5.4 (a)**, the Deposit plus interest shall be retained by Seller.

ARTICLE VI. **Closing**

Section 6.1. Closing.

(a) Unless earlier terminated pursuant to **Section 5.3**, the purchase and assignment of the Assets pursuant to this Agreement shall be consummated (the "**Closing**") at the Oklahoma City office of Feller Snider Blankenship and Bailey & Tippens, P.C. at 100 N. Broadway, Suite 1700, Oklahoma City, OK 73102, on the 2nd business day after all conditions to Closing set forth in **Article 5** shall have been satisfied or waived, but in no event shall the Closing occur after the date contemplated in **Section 6.1 (b)**.

(b) Closing shall occur no later than twenty (20) days following entry of the Sale Order but may be extended at Seller's option upon written notice to Buyer by Seller prior to 5:00 p.m. on the date fifteen (15) days following entry of the Sale Order (a "**Closing Extension**") of its intention to exercise such option.

(c) If Buyer proceeds to Closing with knowledge of any condition precedent listed in **Section 5.1** above not being met, such condition precedent will be deemed waived by Buyer as a condition to close and Buyer hereby waives all claims for breach of a representation and warranty related thereto.

(d) If Seller proceeds to Closing with knowledge of any condition precedent listed in **Section 6.2** above not being met, such condition precedent will be deemed waived by Seller as a condition to close and Seller hereby waives all claims for breach of a representation and warranty related thereto.

Section 6.2. Seller's Closing Obligations. At the Closing,

(a) **Delivery of Conveyance.** Upon receipt of payment of the amount provided in **Section 6.3(a)**, Seller shall execute, acknowledge, and deliver to Buyer a mutually agreeable bill of sale conveying the Assets (the "**Conveyance**"), in the form attached hereto as **Schedule "___"** with such modifications as may be mutually agreed to by Buyer and Seller, being attached thereto).

(b) **Turn Over Possession.** Seller shall, to the extent Seller can do so, turn over possession of the Assets.

(c) **Withheld Information.** Seller shall provide to Buyer a list of all files, Records, information, or data withheld pursuant to Section 2.2(i) to the extent such relate to the Assets.

Section 6.3. Buyer's Closing Obligations. At the Closing,

(a) **Payment to Seller.** Buyer shall deliver to Seller, by wire transfer of immediately available funds to an account designated by Seller in a bank located in the United States, an amount equal to the Purchase Price minus the Buyer's funds being held in trust in the "Escrow Account".

**ARTICLE VII.
Post-Closing Obligations**

Section 7.1. Further Assurances. Seller shall execute and deliver such other documents and instruments, and take such other actions, as Buyer may reasonably request in order to fully vest and perfect in Buyer all right, title, and interest in and to the Assets and otherwise to effectuate the transactions contemplated by this Agreement; however, it is expressly understood by Buyer that after closing Seller may distribute the proceeds to creditors and, if funds allow, equity holders, without reserve for any obligations to Buyer. Buyer shall execute and deliver such other documents and instruments, and take such other actions, as Seller may reasonably request in order to effectuate the transactions contemplated by this Agreement.

**ARTICLE VIII.
Notices**

Section 8.1. Notices. All notices and other communications required under this Agreement shall (unless otherwise specifically provided herein) be in writing and be delivered personally, by recognized commercial courier or delivery service which provides a receipt, by facsimile (with receipt acknowledged), or by registered or certified mail (postage prepaid), at the following addresses:

If to Seller: Oklahoma Jazz Hall of Fame, Inc.
c/o Stephen J. Moriarty, Trustee
Fellers, Snider, Blankenship, Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102
Telephone: 405.232.0621
Facsimile: 405.232.9659
E-mail: smoriarty@fellerssnider.com

If to Buyer: The Jazz Foundation, LLC
James R. Moore, President and Manager

P.O. Box 840
Tulsa, Oklahoma 74101-0840
Telephone: (918) 720-8470
jmoorejazzfoundation@gmail.com

or such other post office address within the continental limits of the United States as a party may designate for itself by giving notice to the other party, in the manner provided in this Section, at least ten (10) days prior to the effective date of such change of address. All notices given by personal delivery or mail shall be effective on the date of actual receipt at the appropriate address as provided above. Notices given by facsimile, if receipt is confirmed by the transmitting device, shall be effective upon actual receipt of received during recipient's normal business hours or at the beginning of the next business day after receipt if received after recipient's normal business hours.

ARTICLE IX.
Miscellaneous Matters

Section 9.1. Parties Bear Own Expenses; Limitation on Damages. Each party shall bear and pay all expenses (including without limitation, legal fees) incurred by it in connection with the transaction contemplated by this Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY SHALL HAVE ANY OBLIGATIONS WITH RESPECT TO THIS AGREEMENT, OR OTHERWISE IN CONNECTION HEREWITH, FOR ANY SPECIAL OR PUNITIVE DAMAGES.

Section 9.2. Transfer Taxes. Buyer shall pay and be responsible for all sales, transfer or similar taxes ("Transfer Taxes") due and owing in connection with this transaction. Where Transfer Taxes are due and owing by Buyer in connection with this transaction, and are required to be collected by Seller, Buyer shall pay the appropriate amount of Transfer Taxes due by Buyer and remit same to the appropriate governmental agency promptly after the Closing. Buyer agrees to be solely responsible and shall indemnify and hold Seller (and its affiliates, and its and their directors, officers, employees, attorneys, contractors, and agents) harmless, for any and all additional Transfer Taxes (including related penalty, interest, fines, or legal costs), if any, asserted to be due by any governmental agency by virtue of this transaction above those previously paid at Closing or otherwise.

Section 9.3. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions among the parties with respect to such subject matter; provided that any Confidentiality Agreement executed by Buyer and Seller, or any representative of Seller, in connection with the transaction contemplated hereby remains in full force and effect and is not superseded or modified by this Agreement.

Section 9.4. Amendments, Waivers. This Agreement may be amended, modified, supplemented, restated, or discharged (and provisions hereof may be waived)

only by an instrument in writing signed by the party against whom enforcement of the amendment, modification, supplement, restatement, or discharge (or waiver) is sought.

Section 9.5. Choice of Law, Consent to Jurisdiction. Without regard to principles of conflicts of laws, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Oklahoma applicable to contracts made and to be performed entirely within such state and the laws of the United States of America.

Section 9.6. Time of Essence. Time is of the essence in this Agreement.

Section 9.7. Assignment. Seller agrees that Buyer shall have the right to assign all or a portion of its rights under this Agreement, including any indemnification rights, or any obligations or benefits hereunder, to a third party or parties subject to Seller's prior written approval which approval will not be unreasonably withheld; provided that Buyer shall remain obligated under this Agreement to the extent that such assignee fails in any respect to timely ratify or perform such obligations.

Section 9.8. Successors and Assigns. Subject to the limitation on assignment contained in Section 9.7 above, the Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 9.9. No Press Releases. Except as may be required under applicable law, or by order or rules of the court, neither party shall make any public announcement with respect to the transaction contemplated hereby without the consent of the other party.

Section 9.10. Counterpart Execution, Fax Execution. This instrument may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute collectively, one instrument. It is not necessary that each party hereto execute the same counterpart so long as identical counterparts are executed by each such party hereto. This instrument may be validly executed and delivered by facsimile or other electronic transmission.

Section 9.11. Exclusive Remedy. The sole and exclusive remedy of Buyer with respect to the Assets shall be pursuant to the express provisions of this Agreement. The representations and warranties of Seller under this Agreement shall not survive Closing. If the Closing occurs, Buyer shall be deemed to have waived, to the fullest extent permitted under applicable law, any right to contribution against Seller (including, without limitation, any contribution claim arising under any applicable environmental law) and any and all other rights, claims and causes of action it may have against Seller arising under or based on any federal, state, or local statute, law, ordinance, rule or regulation or common law or otherwise. If the Closing does not occur due to the breach of Seller, (i) the sole and exclusive remedy of Buyer shall be the right to return of the Deposit, plus accrued interest, to extent provided herein and (ii) Buyer shall not be entitled to recover any monetary damages.

Section 9.12. References, Titles and Construction.

(a) All references in this Agreement to articles, sections, subsections, and other subdivisions refer to corresponding articles, sections, subsections, and other subdivisions of this Agreement unless expressly provided otherwise.

(b) Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions.

(c) The words “**this Agreement**”, “**this instrument**”, “**herein**”, “**hereof**”, “**hereby**”, “**hereunder**” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

(d) Words in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

(e) Examples shall not be construed to limit, expressly or by implication, the matter they illustrate.

(f) The word “**or**” is not intended to be exclusive and the word “**includes**” and its derivatives means “includes but is not limited to” and corresponding derivative expressions.

(g) All references herein to “**\$**” or “**dollars**” shall refer to U.S. Dollars.

(h) The Schedule and Exhibits listed in the List of Schedules and Exhibit are attached hereto. Each such Schedule and/or Exhibit is incorporated herein by reference for all purposes, and references to this Agreement shall also include such Schedule and/or Exhibit unless the context in which used shall otherwise require.

Section 9.13. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the date set forth above.

SELLER:

OKLAHOMA JAZZ HALL OF FAME, INC.

By: _____
Stephen J. Moriarty
Its: Court Appointed Bankruptcy Trustee

BUYER:

THE JAZZ FOUNDATION, LLC
An Oklahoma limited liability company

By: _____
Name: James R. Moore
Title: President and Manager

The Jazz Foundation, LLC (i) offers to purchase the Purchased Assets of the Estate upon the terms and conditions set forth in this Asset Purchase Agreement, marked to show any proposed amendments and modifications thereto (the "Marked Agreement"); (ii) this is a cash offer and is not subject to any due diligence or financing contingency, and is irrevocable until the earlier of: (A) the closing of the sale of the Purchased Assets of the Estate, whether or not to The Jazz Foundation, LLC; or (B) the withdrawal of the Assets from the sale process; and (iii) The Jazz Foundation is ready and willing to close on its proposed purchase of the Purchased Assets of the Estate as provided in the Marked Agreement.

James R. Moore, in his capacity as President, Manager, and sole Member of The Jazz Foundation, LLC hereby authorizes this bid and offer to be made on this 4th day of May, 2021.

James R. Moore,
President, Manager, and sole Member

SCHEDULE A
To the Bid
Of The Jazz Foundation, LLC
Dated May 4, 2021

The Jazz Foundation, LLC proposes to acquire the following assets of the Estate. The Jazz Foundation is only interested in acquiring **all** of the following assets, and **not** some of the following assets. If **all** of the Estate's right, title and interest in and to the following are not part of the acquisition by The Jazz Foundation, LLC pursuant to the terms of this Asset Purchase Agreement and some of the following assets are proposed to be sold to another bidder, then this offer and bid is withdrawn:

- 1) An assignment of the Capital Improvements Lease dated August 1, 2004 as amended November 1, 2009 that governs the premises located at 111 East First Street, Tulsa, Oklahoma, 74103, along with all corporeal and incorporeal rights, all easements, all rights of way, and all hereditaments related thereto (the "Premises") free and clear of any subleases; and
- 2) All (and exclusive) rights to use the name "Oklahoma Jazz Hall of Fame, Inc."; and
- 3) All (and exclusive) rights to use the name "Union Depot" and "Jazz Depot"; and
- 4) All (and exclusive) other fictitious names owned or used by the Estate; and
- 5) The exclusive rights to the URL www.okjazz.org; and
- 6) All (and exclusive) other URLs and web addresses used by the Estate
- 7) All tangible personal property of the Estate located at 111 East First Street, Tulsa, Oklahoma, 74103 (the "Premises"), including all rights associated therewith; and
- 8) All and exclusive rights to the intangible property of the Estate, including all licenses, trademarks, tradenames, use rights, and other rights and privileges associated therewith; and
- 9) All and exclusive rights to the intellectual property of the Estate; and
- 10) All and exclusive rights to the leasehold rights of the Estate in and to the Premises under that certain lease agreement dated August 1, 2004, as amended on November 1, 2009 (hereafter the "Lease of Premises"); and
- 11) All personal property leases and maintenance contracts associated with property and equipment and fixtures located at or on the Premises; and
- 12) All recordings, artwork, memorabilia, copyrights, publishing rights, and broadcast rights owned by the Estate; and
- 13) All phone numbers, data, email, contact information, mailing lists, address lists, websites, codes, software, and hardware of the Estate; and
- 14) All personal property owned by the Estate located at locations other than the Premises; and
- 15) A transfer or assignment of all FCC licenses and operating rights and privileges associated with any broadcast permits, along with any and all equipment and leases associated therewith; and
- 16) All keys and access codes and alarm codes and copies (at Buyer's expense) of all business records, tax records, financial records, correspondence and communications that relate to Debtor which is property of the Estate; and
- 17) All passcodes, passwords, and keys to encryption associated with items 1-16, above,

(collectively the "Purchased Assets of the Estate") free and clear of all debts, obligations, liens, claims, and encumbrances that have accrued prior to the date of Closing. Purchased Assets of the Estate do not, and shall not, include any cash, receivables, or causes of action in tort, vested in the Estate as of the date of this Letter. Further, Purchased Assets of the Estate do not include the sublease of premises to the school.

SCHEDULE B
To the Bid
Of The Jazz Foundation, LLC
Dated May 4, 2021

ASSUMED LIABILITIES:

NONE, other than liabilities accruing from and after Closing under the Capital Improvements Lease dated August 1, 2004 as amended November 1, 2009 that governs the premises located at 111 East First Street, Tulsa, Oklahoma, 74103

859682;03664



After recordation, return to:

Space Reserved For Recording Information

LEASE ASSIGNMENT AND BILL OF SALE

This Lease Assignment and Bill of Sale ("Assignment") is dated and effective as of _____, 2021 (the "Effective Date"), and is from Stephen J. Moriarty as Trustee for the Oklahoma Jazz Hall of Fame, Inc. ("Assignor"), to The Jazz Foundation, LLC ("Assignee").

RECITALS:

WHEREAS, Oklahoma Jazz Hall of Fame, Inc. (the "Debtor") and its estate are the subject of a case under Chapter 11 of the Bankruptcy Code, pending before the United States Bankruptcy Court for the Northern District of Oklahoma (the "Bankruptcy Court"), Case No. 21-10047-M (the "Bankruptcy Case"), and is subject to the jurisdiction thereof; and

WHEREAS, pursuant to the *Order Granting Motion to Sell* Document No. ____ in the Bankruptcy Case (the "Bankruptcy Sale Order"), the Bankruptcy Court has approved the sale at auction of certain personal property and the assignment of certain leases as described more particularly in Exhibit A and Exhibit B attached hereto (the "OKJHOF Assets"), subject to the terms of the Bankruptcy Sale Order, other applicable orders of the Bankruptcy Court, and applicable law; and

WHEREAS, Assignee was the highest and best bidder for the OKJHOF Assets.

**I.
GRANTING PROVISIONS**

Section 1.1 – Conveyance of Saltwater Well Interests and Related Leasehold Interests.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does, subject to the terms and provisions of this Assignment, hereby assign and convey to Assignee, the following:

- A. All of Assignor’s right, title, and interest in and to the property described in Exhibit A attached hereto (the “Property”); and
- B. All of Assignor’s right, title, and interest in and to the leasehold estates created by the leases described in Exhibit B attached hereto (the “Leases”).

II.
LIMITATIONS AND COVENANTS

Section 2.1 – Assumption of Obligations

Upon the execution and delivery of this Assignment, Assignee shall become primarily liable on, for, or with respect to, all of the duties, obligations, responsibilities, indemnities, covenants, warranties, and other liabilities of the Leases.

Section 2.2 – Disclaimer of Warranty

Notwithstanding anything in this Assignment to the contrary: (a) the Debtor executes and delivers this Assignment without any warranty, covenant, or representation of any kind whatsoever, either expressed or implied, including without limitation any warranty of title of the Property or validity or enforceability of the Leases; and (b) Debtor shall not be responsible for or have any liability with respect to any duties, liabilities, or obligations whatsoever that are or may be imposed on Assignor in this Assignment, or in any other agreement to which Assignee is a party. ASSIGNEE ACCEPTS THE OKJHOF ASSETS ON AN “AS IS”, “WHERE IS” BASIS, AND WITH ALL FAULTS.

Section 2.3 – Counterpart Execution

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts shall constitute but one Assignment.

Section 2.4 – No Waiver

No waiver of any of the provisions of this Assignment shall be deemed or constitute a waiver of any other provision of this Assignment, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 2.5 – Governing Law

THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED UNDER, AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OKLAHOMA AND THE BANKRUPTCY CODE, AND THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE AND SOLE JURISDICTION TO INTERPRET AND ENFORCE THIS ASSIGNMENT AND RESOLVE ANY DISPUTES REGARDING THE SAME.

Section 2.6 - Inurement

This Agreement shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Section 2.7 – Agreement

This Assignment is subject to the terms of the Bankruptcy Sale Order. This Assignment may be amended or modified only by an agreement in writing executed by all of the parties hereto.

ASSIGNOR:

Oklahoma Jazz Hall of Fame, Inc.

Debtor in Bankruptcy Case
21-10047-M
United States Bankruptcy Court for
the Northern District of Oklahoma

By: _____
Stephen J. Moriarty, Trustee

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on _____, by Stephen J. Moriarty as Trustee for Debtor in Bankruptcy Case No. 21-10047-M, United States Bankruptcy Court for the Northern District of Oklahoma

(Signature of notarial officer)

Title (and Rank)

My Commission Expires: _____

**EXHIBIT A
DESCRIPTION OF PROPERTY**

- 1) All (and exclusive) rights to use the name "Oklahoma Jazz Hall of Fame, Inc."; and
- 2) All (and exclusive) rights to use the name "Union Depot" and "Jazz Depot"; and
- 3) All (and exclusive) other fictitious names owned or used by the Estate; and
- 4) The exclusive rights to the URL www.okjazz.org; and
- 5) All (and exclusive) other URLs and web addresses used by the Estate
- 6) All tangible personal property of the Estate located at 111 East First Street, Tulsa, Oklahoma, 74103 (the "Premises"), including all rights associated therewith; and
- 7) All and exclusive rights to the intangible property of the Estate, including all licenses, trademarks, tradenames, use rights, and other rights and privileges associated therewith; and
- 8) All and exclusive rights to the intellectual property of the Estate; and
- 9) All and exclusive rights to the leasehold rights of the Estate in and to the Premises under that certain lease agreement dated August 1, 2004, as amended on November 1, 2009 (hereafter the "Lease of Premises"); and
- 10) All personal property leases and maintenance contracts associated with property and equipment and fixtures located at or on the Premises; and
- 11) All recordings, artwork, memorabilia, copyrights, publishing rights, and broadcast rights owned by the Estate; and
- 12) All phone numbers, data, email, contact information, mailing lists, address lists, websites, codes, software, and hardware of the Estate; and
- 13) All personal property owned by the Estate located at locations other than the Premises; and
- 14) A transfer or assignment of all FCC licenses and operating rights and privileges associated with any broadcast permits, along with any and all equipment and leases associated therewith; and
- 15) All keys and access codes and alarm codes and copies (at Buyer's expense) of all business records, tax records, financial records, correspondence and communications that relate to Debtor which is property of the Estate; and
- 16) All passcodes, passwords, and keys to encryption associated with items 1-16, above.

EXHIBIT B
DESCRIPTION OF LEASES

Capital Improvements Lease dated August 1, 2004 as amended November 1, 2009 that governs the premises located at 111 East First Street, Tulsa, Oklahoma, 74103, along with all corporeal and incorporeal rights, all easements, all rights of way, and all hereditaments related thereto (the "Premises")

TRUSTEE_Ex_15-24



DEPOT PROPOSAL

KEEP THE MUSIC PLAYING AND THE COMMUNITY TOGETHER



TO THE CITY OF TULSA.

We are pleased to present our proposal to assume the lease of the Jazz Depot and its use as the Jazz Hall of Fame. By doing so, it is our wish to continue to celebrate the rich Jazz and gospel history of our community. Just as Tulsa Union Depot was built as a symbol of hope for economic recovery during the bleak days of the depression, our vision is to create a world-class cultural and philanthropic center that will once again showcase the spirit of our community through the music.

Our vision for the Jazz Depot has a twofold purpose. First, we will celebrate the contributions of so many jazz and gospel artists and musicians by expanding the Jazz Hall of Fame. Additionally, we will continue to build a legacy for the community, city and state by supporting and developing cultural and educational programming in the visual and performing arts. We intend for the Jazz Depot to show that Tulsa's place in the history of jazz and gospel has only begun.

The Jazz Hall of Fame will continue to host annual celebrations such as the Jazz Hall of Fame Inductee Ceremony and reestablish live events as part of a newly designed Jazz Club upstairs. The venue will expand to host music festivals, art exhibits, charity galas and a broadcast site for made-for-television musical events.

The Jazz Hall of Fame will reach beyond its own walls to deliver educational programming in cultural arts to the community. We will work with local school systems to introduce children K-12 to jazz as well as do cross-channel marketing with other like-minded organizations across the country. These ideas will deliver on Tulsa's Vision 2025 goals for the Tulsa Union Depot by creating an area for business development and an epicenter for tourism.

For almost 40 years, Tulsa has been the home base of Moore. We built our businesses here, and now, give our time and money back to causes that support the community. We are committed to continue to make Tulsa a wonderful place to live, work, and visit.

The Jazz Foundation, LLC is uniquely positioned to take the Jazz Depot and Jazz Hall of Fame in a direction that will deliver on its promising legacy. We understand what it takes to design a strategy that will deliver transformational growth. In our businesses we work with museums, historical landmarks, civil rights organizations, cultural organizations, healthcare systems and many other nonprofit organizations to help them deliver on their dreams of doing the most good in the world.

As the President of The Jazz Foundation, LLC, it would be an honor and my greatest pleasure to take the Jazz Depot and Jazz Hall of Fame to new heights through arts, education, and philanthropy.

Let us show you how we can bring the music back and the community together.

JIM MOORE
PRESIDENT
THE JAZZ FOUNDATION LLC



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3



4



A BUILDING
DEDICATED TO
PRESERVING HISTORY

JAZZ HALL OF FAME

CULTURE OF THE COMMUNITY

The Jazz Hall of Fame mission is to engage, teach, and inspire through the power of music. This will be done through the recognition of those Oklahomans and others who have made an impact in the history of jazz.

A commitment will be made to develop exhibits that allow people

to get up close and personal with an artist's history. The real value of the jazz memorabilia and artifacts that will be preserved and cared for will be measured in the impactful connections they make with fans from around the community, state, and world.



5

6

THE MUSIC WILL PLAY AGAIN

To continue the history of Jazz in the community we must use the Jazz Hall of Fame as a platform for artists to share their talents.

In the upper level of the Jazz Depot, we will open a luxurious and intimate music venue. Small, live performances will be the heart and soul of this space, featuring Hall of Fame inductees, local musicians, regional trios and international jazz and gospel stars.

The Jazz Depot will be a place where music lovers can meet and enjoy the best new and unique music performances anywhere in the country. The décor and theme

of the venue will be inspired by the casual elegance of the early 1900's when Tulsa was a hotbed for jazz and blues and institutions such as The Big 10 Ballroom, The Rose Room, The Flamingo, and Love's Lounge.

The walls will feature photos and memorabilia entrusted to the Jazz Hall of Fame by honorees, Oklahoma musicians, and the traveling jazz bands who were major forces in the development of jazz in the Southwest and Midwest. Its menu will be inspired by the history of jazz, Tulsa, and the Greenwood District.

7



CONCERT LOUNGE



MUSEUM HALL

8



ROOFTOP BAR

A FRESH LOOK

The Jazz Depot will go through a revitalization to create several distinct venues and experiences for visitors.

The rooftop of the Jazz Depot will be transformed into the first gastropub in the Tulsa Arts District called The High Note. The eclectic menu at The High Note is inspired by music and the Tulsa city scape views enjoyed by every seat. Handcrafted cocktails will be served from the bar as The High Note gastropub will become a neighborhood feature before or after music performances, art viewings and theater attendance.

The Jazz Depot Hall of Fame museum will be redesigned as multiple vignettes to display all the artifacts that were specially procured for the facility. Displays will integrate various types of media and showcase artifacts from musicians, jazz and gospel history. As a focal part of the entrance will be the Jazz Hall of Fame which will be back-lit LED lightboxes that display an eye-catching montage of record covers from the inducted artist. The back-lighting creates a vibrant look that really makes all the covers stand out and pop off the fabric.

JAZZ DEPOT LIVE!

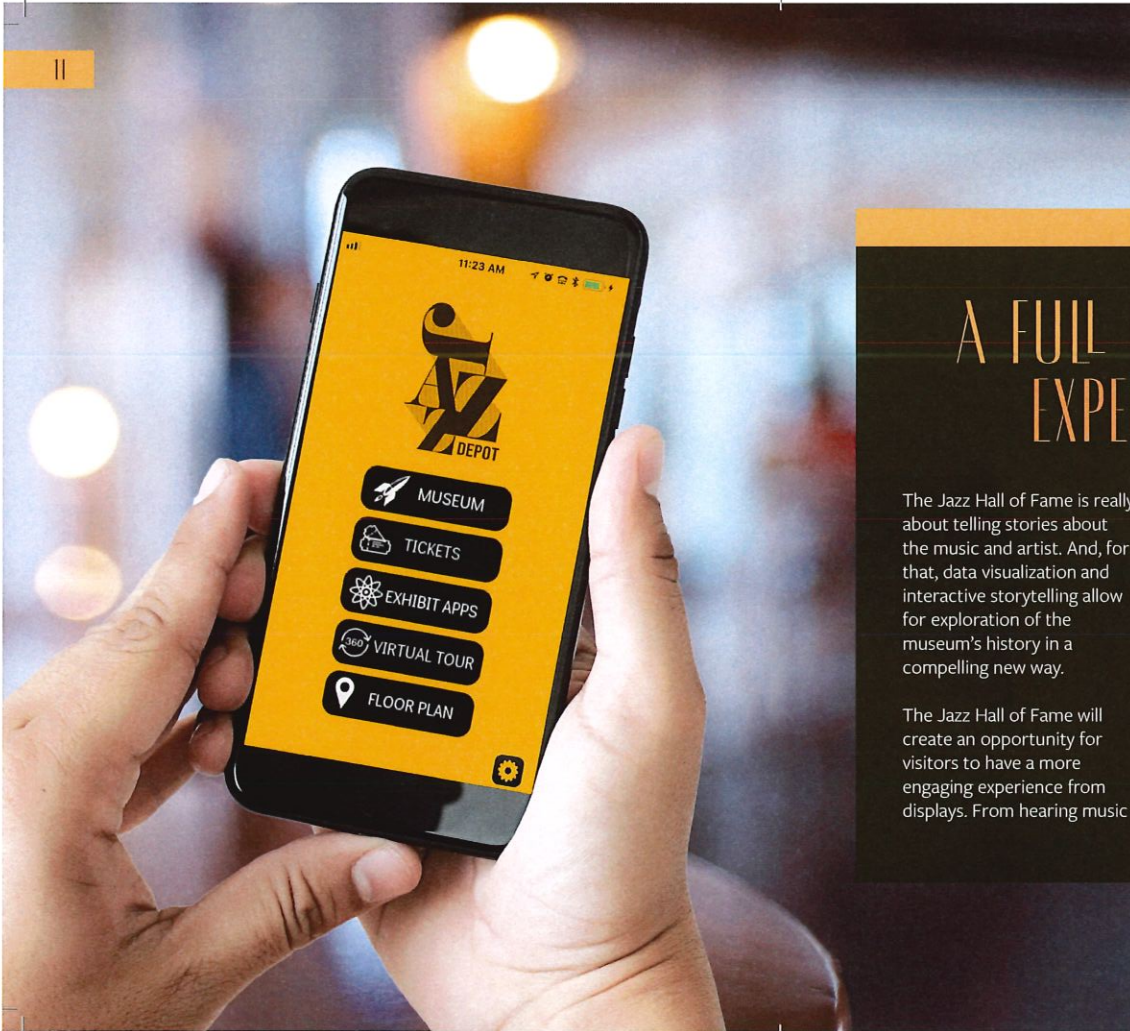
Jazz Depot LIVE! will be one of the most unique venues in the country for broadcast events. Just like the Ryman Auditorium was home of the Grand Ole Opry and country music, the Jazz Hall of Fame will unveil the Jazz Depot LIVE! for jazz and gospel musicians. This space will be a set stage for musical performances and other productions looking for a mid-size broadcast ready venue. The Jazz Foundation, LLC will invest in the venue to equip it with the most modern sound, production, technology, and broadcast capabilities in the industry today.

The Jazz Hall of Fame will build a series of original musical content from the Jazz Depot LIVE! that will be streamed live around the world and then packaged for made-for-television shows. This platform will be used as an

infrastructure for promoting new musical talent discovered in Oklahoma and beyond. Distribution partnerships will be formed through existing relationships across linear and digital media companies. Monetization for productions will be through sponsorships, grants, and advertising.

In addition to originated content, Jazz Depot LIVE! will be an established location for other producers to film. As part of the Oklahoma Film + Music industry organizational existing incentive plans, producers who select Jazz Depot LIVE! as their production venue could be eligible to receive cash rebates of up to 35-37%. The Jazz Hall of Fame will work directly with Oklahoma Film + Music to promote Jazz Depot LIVE! as an eligible venue for these production incentives.





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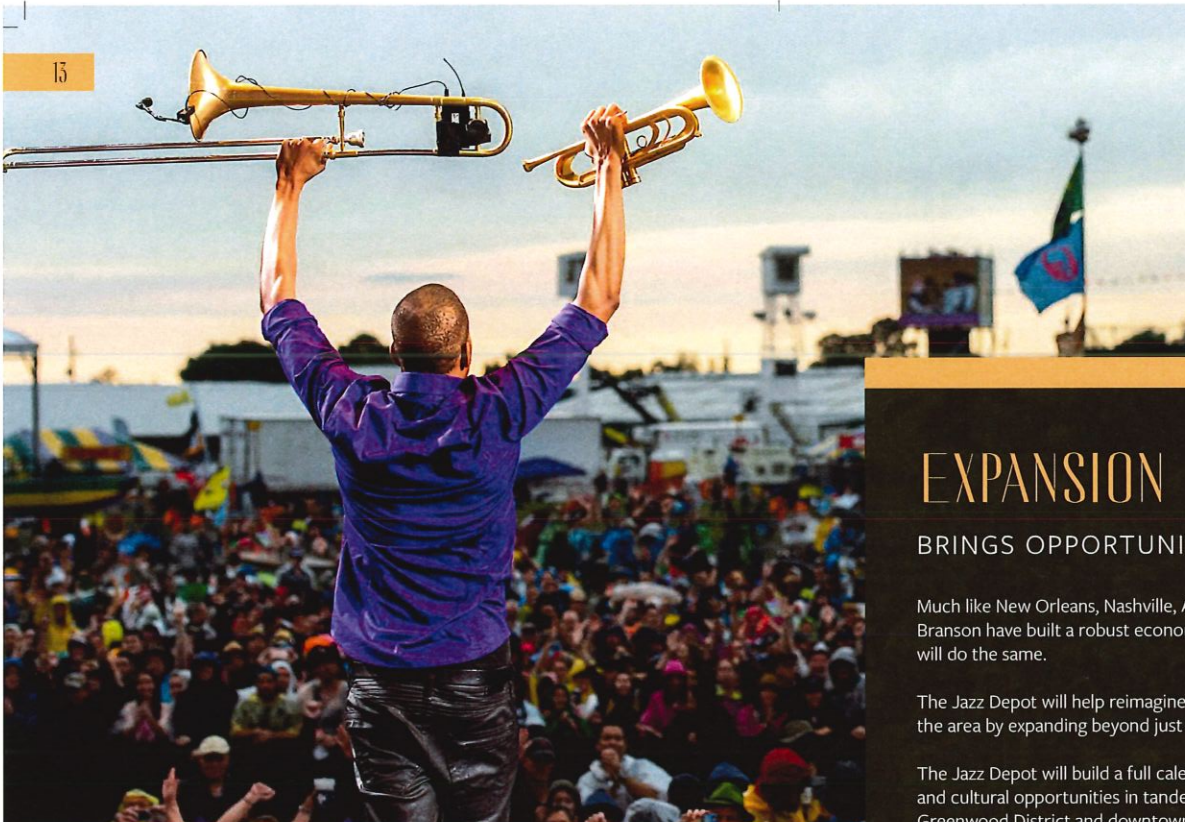
A FULL IMMERSIVE EXPERIENCE

The Jazz Hall of Fame is really about telling stories about the music and artist. And, for that, data visualization and interactive storytelling allow for exploration of the museum's history in a compelling new way.

The Jazz Hall of Fame will create an opportunity for visitors to have a more engaging experience from displays. From hearing music

from artist that have been inducted into the Jazz Hall of Fame to descriptions of instruments that are featured in displays.

Using technology available including a custom app the Jazz Hall of Fame will allow visitors to create a personalized experience for themselves while they are at the facility and after they leave.



EXPANSION

BRINGS OPPORTUNITY

Much like New Orleans, Nashville, Austin, Greenville, and Branson have built a robust economic engine with music, Tulsa will do the same.

The Jazz Depot will help reimagine economic development in the area by expanding beyond just one Jazz Festival each year.

The Jazz Depot will build a full calendar of arts, entertainment, and cultural opportunities in tandem with existing plans with the Greenwood District and downtown Tulsa.

EDUCATION

AND PARTNERSHIP OUTREACH

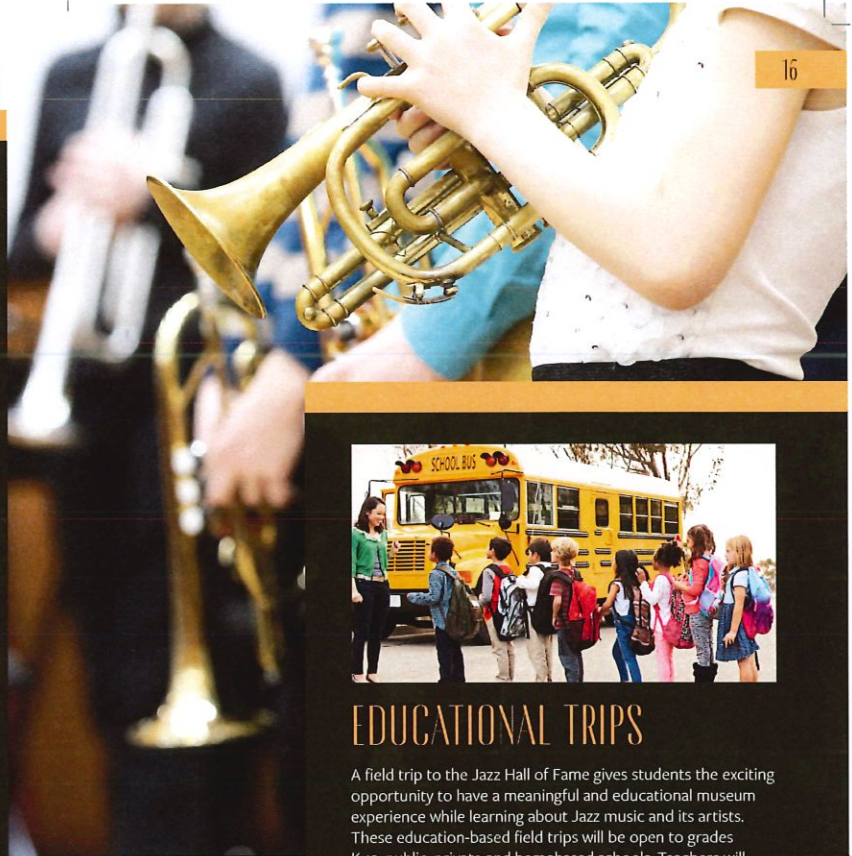
From its beginnings, Oklahoma has had an amazing and diverse music heritage that honors the people and cultures of Oklahoma and the world. From traditional war dance songs of the Kiowa tribe to country music of today, from gospel to jazz, from R&B to rock, Oklahomans have had the opportunity to experiment, innovate, and improvise — all necessary traits in the formulation of jazz.

The Jazz Hall of Fame will share this rich heritage with the youth of our community and the world through its educational programming and outreach. Opportunities to develop educational programming is limitless.

The Jazz Hall of Fame will develop education programs to introduce arts and jazz to students of Tulsa and the surrounding communities.

We will partner with K-12 public schools in underserved communities to deliver arts and music programming and activities for students and develop supporting curriculum for teachers. The goal will be to use our deep history, available at the Jazz Hall of Fame, in music and arts to inspire in our youth a passion for music and other forms of artistic expression.

The Jazz Hall of Fame will also develop relationships with museums, cultural centers, art institutions and music schools to introduce the history of jazz and gospel in Oklahoma to the nation. Through limited-run exhibitions, pop-up tours, and educational seminars, Oklahoma's contributions to American jazz and gospel will no longer be underemphasized in the genre's history.



EDUCATIONAL TRIPS

A field trip to the Jazz Hall of Fame gives students the exciting opportunity to have a meaningful and educational museum experience while learning about Jazz music and its artists. These education-based field trips will be open to grades K-12, public, private and homebased schools. Teachers will be able to select from self-guided tour of the museum or educationally enriched programs available through the Jazz Depot interactive technology.

EXPERIENCE AND ABILITY TO DELIVER

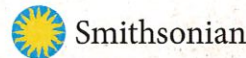
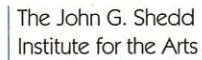
The Jazz Foundation, LLC and its affiliates have the passion, experience, and resources to deliver growth and prosperity to arts and cultural organizations. We are visionaries that develop successful strategies for nonprofits who desire to achieve transformative growth. We have the network to build partnerships to expand a nonprofit's reach and bring the right resources to a project. We have the financial resources and business acumen to deliver financial success.

We are change agents for nonprofits through our business endeavors, including being responsible for steering the groundbreaking campaigns that have transformed Shriners Hospitals for Children from a best-kept secret to the #1 healthcare brand in the U.S. Moore companies have raised billions of dollars for nonprofits including museums, historical landmarks, and educational institutions.

On any given day, Moore companies can be found designing and implementing some of the largest events across the country, including multi-city educational tours, presidential inaugural balls, sporting events, live entertainment, and managing media strategies for our nation's largest and most respected nonprofits.

The Moore enterprise is considered the best agency dedicated to supporting nonprofit organizations. The Jazz Foundation, LLC will bring the same passion and experience to this project.

MOORE HAS WORKED WITH SOME OF THE LEADING MUSEUMS IN THE COUNTRY



COMMITMENT TO THE COMMUNITY

At Moore, giving back to community is something that is core to who we are. Moore employees demonstrate commitment to improving the health and well-being of the communities where they live every day, through their actions both on and off the job. Not only do they donate generously to nonprofit organizations, they also give generously of their time. At all levels of the company, we encourage employees to volunteer their time and expertise to support our communities and lend a helping hand. We do this by organizing volunteer events and opportunities, recognizing employees for exceptional commitment and services, and communicating the importance of community service and involvement through our values.

For almost 40 years, Tulsa has been home base for Moore. Over these years we have donated millions to support organizations that promote the arts, hunger, law enforcement, the elderly, veterans, healthcare, and children.

Our mission is to help organizations and individuals do the most good in this world.



MOORE

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