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AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES

THIS AGREEMENT is entered into as of September 19, 2023, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (the “City”), and the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma Public Trust (“BAEDA”) as follows:

RECITALS

WHEREAS, the City and BAEDA (collectively, “Broken Arrow”) desires to engage PFLG as tax increment finance counsel (“TIF Counsel”) in connection with the establishment of a tax increment district (the “Formation”) pursuant to the Local Development Act, 62 O.S. §850 *et seq.*, as amended (the “Local Development Act”); and

WHEREAS, the Formation may be desirable to support certain economic development activities within the City, specifically construction of a large-scale entertainment venue, which will encourage commerce, the retention and expansion of employment, and generate a corresponding growth in the local tax base (collectively, the “Project”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Broken Arrow as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Tax Increment Finance Counsel Services.* PFLG will render the following services as TIF Counsel to Broken Arrow:

- (1) Consultation with representatives of Broken Arrow, including the City Manager, City Attorney, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed tax increment district.

- (2) Preparation of written documentation relating to formal approval and formation of a tax increment district, including, as appropriate, project plans, and authorizing resolutions or ordinances.
- (3) Attendance at such meetings or hearings of the City and/or BAEDA and working group meetings or conference calls as Broken Arrow may request, and assistance to the Broken Arrow staff in preparation of such explanations or presentations to the governing bodies of the City and/or BAEDA as they may request.

Additional details with respect to TIF Counsel's anticipated scope of services with respect to the Formation are provided in Exhibit A attached hereto.

PFLG and Broken Arrow acknowledge that the Broken Arrow shall be represented by the City Attorney's Office (the "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by Broken Arrow or the City Attorney.

In performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Broken Arrow, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's scope of services do not include any services with respect to any real estate transactions in connection with the tax increment district. Furthermore, the scope of services do not contemplate representation with respect to any financing completed in connection with any improvements contemplated within the tax increment district. Any such representation, if necessary, will be provided at additional cost as agreed to at such later date. PFLG's services do not include representation of Broken Arrow or any other party to the Formation or the Project in any litigation or other legal or administrative proceeding involving the Formation, the Project, or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of Formation unless otherwise agreed to in writing.

B. Term of Agreement. This Agreement shall be effective from the date of execution through June 30, 2024, and shall be automatically renewed for additional one-year periods on July 1 of each year unless terminated pursuant to Section 2.D. herein.

2. Compensation and Reimbursements.

A. Compensation for Tax Increment Finance Counsel Services. For services as TIF Counsel to Broken Arrow, PFLG shall be paid the following fees:

- a. \$30,000.00 shall be non-contingent and due and payable on the 1st of each month in the amount of \$7,500.00 for four months beginning October 1, 2023 (provided, however, the balance of this portion of the fee shall be immediately due

upon formal action by the City Council of the City with respect to the establishment of the tax increment district or upon termination or discontinuance of the formation process); and

b. \$15,000.00 shall be contingent upon and immediately due following formal action by the City Council of the City with respect to the establishment of the tax increment district; and

c. At the direction of Broken Arrow or the City Attorney, PFLG will provide additional legal services in the manner contemplated by and pursuant to the terms of that certain Agreement for Special Bond Counsel Services by and amount PFLG, the City, BAEDA, and the Broken Arrow Municipal Authority originally dated as of November 18, 2019 (the “Agreement for Special Counsel Services”), which Agreement for Special Counsel Services is hereby ratified and confirmed for the fiscal year ending June 30, 2024. Such services are contemplated to include, but not necessarily be limited to, negotiation, drafting, and approval of any economic development agreement(s) with a developer(s) pertaining to the Formation.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$3,000.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Formation shall be paid directly by Broken Arrow, but if paid by PFLG on behalf of Broken Arrow, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Broken Arrow at the time of Formation except as provided in subparagraph (A) above.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from any party to this Agreement, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by City, shall, at the option of City, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Broken Arrow, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon the establishment of the tax increment district and successful execution of an economic development agreement; provided that Broken Arrow shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Formation or to Broken Arrow.

3. Nature of Engagement; Relationships With Other Parties.

The role of TIF Counsel, generally, is to prepare or review the procedures and documentation relating to the establishment of a tax increment financing district pursuant to the

Local Development Act. In performing its services in connection with the Formation, PFLG will act as special counsel to Broken Arrow with respect to the Formation; i.e., PFLG will assist the City Attorney in representing Broken Arrow but only with respect to the Formation, in a manner not inconsistent with the role of TIF Counsel described above.

Broken Arrow acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Formation or the Project or that may be involved with or adverse to Broken Arrow in this or some other matter. PFLG agrees not to represent any such entity in connection with the Formation, during the term of this Agreement, without the consent of Broken Arrow. Given the special, limited role of TIF Counsel described above, Broken Arrow acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Broken Arrow specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Broken Arrow and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Broken Arrow and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Broken Arrow except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Broken Arrow may assign its rights and obligations under this Agreement to (but only to) any other public entity that completes the Formation. Broken Arrow shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Broken Arrow in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Broken Arrow and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, Oklahoma 73118
Attention: Nathan D. Ellis or Allan A. Brooks, III

CITY:

City of Broken Arrow, Oklahoma
P. O. Box 610
Broken Arrow, Oklahoma 74013-0610
Attention: City Manager

BAEDA:

Broken Arrow Economic Development Authority
P. O. Box 610
Broken Arrow, Oklahoma 74013-0610
Attention: Manager

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City, BAEDA and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis, Esq.

CITY OF BROKEN ARROW, OKLAHOMA

By: _____
Title: Mayor
Date: September 19, 2023

**BROKEN ARROW ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Title: Chairman
Date: September 19, 2023

EXHIBIT A

PROPOSED SCOPE OF SERVICES FORMATION OF TAX INCREMENT DISTRICT

Initial Feasibility Assessment

- Provide consultation with respect to a preliminary review and evaluation of the potential benefits and practicality of the formation of a tax increment or incentive district.

Project Plan Preparation

- Provide legal advice and consultation in development, drafting, and presentation of a project plan. A project plan generally includes the following elements:
 - Proposed district boundaries and improvements, including area eligibility determination
 - Estimated project costs, financing timeline, and assessment of financial impact
 - Existing and proposed maps of district
 - Proposed zoning, master plan, and ordinance changes
 - Designation of governmental entities and officials responsible for implementation
- If requested, provide assistance in negotiation and draft for approval an economic development agreement(s) with a proposed business development entity; and

Official Review and Public Participation

- Provide legal advice and consultation with respect to procedures and actions for formal consideration of a tax increment or incentive district including:
 - Resolution initiating formal consideration and approval process and establishing a review committee
 - Presentations and/or attendance (as requested) at meetings with individuals, groups, and public bodies
 - Preparation of appropriate documents for review committee and planning commission consideration
 - Preparation of notices with respect to public meetings
 - Preparation of appropriate documents for formal approval and formation of district, including municipal ordinance

Implementation

- Preparation of appropriate documents for formal approval pertaining to an economic development agreement(s) with appropriate parties as contemplated by the Project Plan.
- Provide legal advice and consultation with respect to notices and communication with affected taxing jurisdictions; formulation of operating procedures and guidelines to assist the county assessor and county treasurer in the operation of the district.