

ECONOMIC DEVELOPMENT AGREEMENT

BY AND AMONG

REGENT BANK

and

CITY OF BROKEN ARROW

Dated as of this 19th day of November, 2024

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the 19th day of November, 2024, by and among REGENT BANK, an Oklahoma Company (the "Company") and the CITY OF BROKEN ARROW, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Company is organized under the laws of the State of Oklahoma; and

WHEREAS, the Company is interested in developing land located at 607 Stone Wood Drive, Broken Arrow, OK (hereinafter "Project"). A case map of the Site is shown on ***Exhibit A***; and

WHEREAS, this Project will allow for construction of approximately 30,000 sq. ft. of mixed use business and commercial tenants; and

WHEREAS, the parties anticipate the total Capital Investment by the Company to be approximately \$15,000,000.00; and

WHEREAS, the Company estimates that by the second year, after completion of the project, that it will employ an estimated 40 full time personnel with an average yearly wage of approximately \$65,000.00 per year; and

WHEREAS, the Company shall solely fund all construction activities at the Project Site; and

WHEREAS, upon installation and approval by the gas company of the relocated transmission line, the City shall reimburse the Company the sum of one-half (50%) for the total amount of the natural gas transmission line installation, installed under Elm Avenue running to the Project Site, in an amount not to exceed \$40,000.00 total. In the event the City's 50% obligation exceeds \$40,000.00, the Company will be responsible for any excess;

WHEREAS, the City reasonably expects that the establishment of the Project in the City will increase overall sales tax and Ad Valorem property tax revenues of the City; and

WHEREAS, a declared goal of the City is to encourage and facilitate economic development within and near the City by attracting and expanding new industry and commercial businesses to the Broken Arrow area, and to promote the economic health and expansion of existing industry and commercial businesses within the City; and

WHEREAS, the City seeks to promote development in this area in order to retain and expand employment, enhance the tax base, stimulate economic growth, improve the quality of life in the City, and strengthen the community; and

WHEREAS, the City also recognizes that the Project and its operations will have additional direct and indirect economic benefits within and near the City, in the County and in the State of

Oklahoma through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, and predicated and/or providing training and employment opportunities; and

WHEREAS, the City also recognizes it would be beneficial to the public and would help facilitate the construction if the City were to reimburse for the construction of the natural gas line; and

WHEREAS, the City has appropriated and is prepared to encumber the sum of one half of the purchase and installation of the natural gas pipeline not to exceed a total of \$40,000.00 from the City of Broken Arrow's PSO 1% Economic Development Fund; and

WHEREAS, implementation of this Agreement, which is reasonably expected to facilitate the realization of the aforesaid economic benefits to the City and general area, would otherwise be difficult or impractical without certain development incentives, and apportionments and appropriations for such purposes of certain City sales tax revenues, other forms of public assistance and the involvement the City; and

WHEREAS, the City deems it appropriate to approve the execution and delivery of this Agreement in the interest of providing for the implementation of the Project and have determined such actions are in the best interests of the City and the health, safety, and welfare of the City and residents within and near the City;

NOW, THEREFORE, in consideration of the covenants and mutual obligations herein set forth and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

"Agreement" and such terms as "herein," "hereof," "hereto," "hereby," "hereunder," and the like shall mean and refer to this Agreement, and any and all permitted supplements, modifications and/or amendments hereto.

"Company" shall mean Regent Bank, an Oklahoma Company.

"City" shall mean the City of Broken Arrow, Oklahoma, an Oklahoma municipal corporation, and shall mean and refer to such agency, department or instrumentality of the City as may have, or shall have been charged with, primary responsibility for any given Agreement-subject activity.

"Project" shall mean development of the Site and the construction of a natural gas pipeline under Elm Avenue to the Project Site.

"Project Site" shall mean a tract of land generally located at 607 Stone Wood Drive, within the City as shown on ***Exhibit A***, which is attached hereto and incorporated by reference.

.

ARTICLE II NATURE OF THIS AGREEMENT

2.1 Scope of the Project. The project constructed at and on the Site shall be developed, constructed and landscaped in conformity with the City's Zoning Ordinances and Building and Land Subdivision Codes, and the Engineering Design Criteria Manual.

The parties understand, acknowledge and agree that the Company shall be solely responsible for constructing and completing or causing the construction or completion of any and all improvements to the Project Site, except as specifically provided herein.

2.2 Relationship of the Parties. The undertakings of the parties under this Agreement require the mutual cooperation of the parties and their timely actions on matters appropriate and/or necessary to fully implement the provisions hereof. The parties agree to exercise diligent, best and good faith efforts in performing and assisting one another, and requisite third parties, in performing their respective obligations under and/or relating to this Agreement, specifically including, without limitation, the performance obligations hereinafter set forth in **Articles III** and **IV** hereof.

ARTICLE III OBLIGATIONS OF THE CITY

3.1 Infrastructure Improvements. Upon installation and approval by the gas company of the relocated transmission line, the Company shall submit to the City all invoices related to the installation of the natural gas pipeline under Elm Avenue to the Project Site along with a request for reimbursement. The Company shall have six months from the installation and date of the gas company's approval of relocation is granted to submit both invoices for the natural gas pipeline purchase and installation and a request for reimbursement from the City. In the event Company submits the documents after six (6) months from the approval of the gas company, the submission shall be deemed late, and no reimbursement shall be made from the City and the Company shall be wholly liable for the entire cost.

3.2 Cost of improvements. That the cost of all construction materials for the Project shall be borne exclusively by Company. Should Company not complete the project, no reimbursement from the City shall be paid to Company.

ARTICLE IV OBLIGATIONS OF REGENT BANK

4.1 Construction. The Company agrees to cause to construct approximately 30,000 sq. ft. of mixed-use commercial space. Specific to this agreement, Company shall cause to be designed, purchased and installed, a natural gas line under Elm Avenue to the Project Site. Upon installation

and approval by the gas company of the relocated transmission line, the Company shall submit to the City all invoices related to the installation of the natural gas pipeline under Elm Avenue to the Project Site along with a request for reimbursement. The Company shall have six months from the date of installation and the gas company's approval of relocation is granted to submit both invoices for the natural gas pipeline purchase and installation and a request for reimbursement from the City. In the event Company submits the documents after six (6) months from the approval of the gas company, the submission shall be deemed late, and no reimbursement shall be made from the City and the Company shall be wholly liable for the entire cost. Upon timely submission, the City shall pay to Regent Bank the sum of one-half of the cost of the purchase and installation of the natural gas line, not to exceed \$40,000.00 in total. It is estimated by the parties that the natural gas line shall consist of approximately 700 linear feet of 3-4" pipe.

4.2 Property to the City. To the extent that any Infrastructure Improvements are made on or in public rights of way or any other lands owned by the City, title to the same, upon the completion thereof, shall vest in the City, and The Company shall furnish to the City all requested instruments of release or conveyance necessary to perfect the City's title thereto, provided such instruments are in a form reasonably acceptable to The Company

4.3 Right-of-way and Easements. At its sole cost, The Company shall dedicate right-of-way, utility easements and other necessary easements within the Site shown on and in accordance with the Master Site Plan and the City's Zoning, Comprehensive Plan, Building, Land Subdivision Code and Engineering Design Criteria Manual. These dedications shall be accomplished by deeds drafted by the City Engineer for the pertinent rights of way, easements or other necessary conveyances. All other dedications may be accomplished through the platting process.

4.4 Performance. In the event the Company fails to meet the Company's obligations outlined in paragraph 4.1, the City may terminate this Agreement and all of the terms and conditions hereof upon written notice to the Company, and, in such case, this Agreement would no longer be of any force and effect as between the parties.

4.5 Site Acquisition. The Company has acquired or will acquire fee simple title to the Site.

ARTICLE V CONSTRUCTION AND INDEMNIFICATION PROVISIONS

5.1 Construction Plans and Contracts. The parties agree to cooperate and to use their respective best efforts to secure whatever assistance and approvals may be required from third parties in order to facilitate the preparation for and the course of such construction.

5.2 Indemnification. It is understood and agreed between the parties that the Company is performing its obligations hereunder independently, and the City assumes no responsibility or liability in connection therewith to third parties, and the Company agrees to indemnify and hold harmless the City, and its respective officers, agents and employees, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by any of the terms or provisions of this Agreement, or by any negligent act or omissions of the Company or its officers, agents, associates, employees, or contractors, in the performance of the Company's obligations under this Agreement. The provisions of this Section 5.2 are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE VI GENERAL PROVISIONS

6.1 Nondiscrimination. The Company agrees not to discriminate on the basis of race, color, religion, gender, or national origin in the sale, lease, or rental or in the use or occupancy of the Site, the Project or any related facilities in violation of applicable law or regulation.

6.2 Conflict of Interest; Representatives not individually Liable. No official or employee of the City shall have any personal interest in or under this Agreement, nor shall any person voluntarily acquire any ownership interest, direct or indirect, in any legal entity which is a party to this Agreement. No official or employee of the City shall be personally liable to The Company in the event of any default or breach by or the City.

6.3 Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the City and the Company with respect to the subject matters of this Agreement, there being no terms, conditions, warranties or representations with respect to the subject matter other than as contained herein..

6.4 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

6.5 No Partnership Created. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

6.6 Formalities and Authority. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

6.7 Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally, as follows:

To the Company:

Rich Wales
Metro Construction Services LLC
7122 South Sheridan Road, Suite 2-445
Tulsa, OK 74133
(918) 260-6880

To the City:

City Manager
The City of Broken Arrow
P. O. Box 610
220 South First
Broken Arrow, Oklahoma 74012

With copies to:

City Attorney
City of Broken Arrow, Oklahoma
P. O. Box 610
Broken Arrow, Oklahoma 74012

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

6.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

6.9 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

6.10 Unavoidable Delays. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" shall mean any delay beyond the reasonable direct or indirect control of the party obligated to perform the applicable term, covenant, condition, or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, and casualty, and shall not include any delays attributable to financial difficulties; *provided*, the assertion of any unavoidable delay shall be subject to the asserting party first giving written notice to the other parties of its claim thereof and thereupon and forthwith diligently and in good faith undertaking all reasonable efforts to overcome the conditions leading to or causing such delay.

6.11 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

6.12 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' fees as determined by Oklahoma law.

6.13 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6.14 City's Limited Liability. The obligations of the City arising under or by virtue of this Agreement shall be one-half (50%) of the cost of purchase and installation of the natural gas pipeline as discussed above, not to exceed a total of \$40,000.00.

6.15 Construction of this Agreement. Each party hereby acknowledges that it and its legal counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

6.16 Jurisdiction and Venue. This agreement shall be interpreted under the laws of the State of Oklahoma. That any lawsuit or challenge to this agreement shall be commenced and maintained in the District Court of Tulsa County, State of Oklahoma.

IN WITNESS WHEREOF, the each of the parties has caused this Agreement to be executed by its duly authorized official(s), as of the date first above written.

THE CITY OF BROKEN ARROW

A municipal corporation

ATTEST:

(S E A L)

By: _____
MAYOR

By: _____
CITY CLERK

REGENT BANK

an Oklahoma Company

By: _____

Name: _____

Title: _____

STATE OF _____)

)

ss:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State on the ____ day of _____, 2024, personally appeared _____, for Regent Bank, an Oklahoma Company, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

(S E A L)

Notary Public

My commission expires:

My number is: