

### **THIRD AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT**

This Third Amendment to the Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between PDG-BROKEN ARROW, LLC, a Delaware Limited Liability Company (the “Developer”), BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a municipal public trust (the “Authority”) and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (hereinafter called “City”), as beneficiary of the Authority.

WHEREAS, the Developer, Authority and City entered into an Economic Development Agreement (hereinafter “Agreement”) dated July 6, 2023;

WHEREAS, Section 6.13 Modifications of the Agreement provides for the Agreement to be modified if it is in writing and signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought;

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and, in the Agreement, as amended, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto covenant and agree to the following Amendments:

#### **I. AMENDMENT TO ARTICLE I-DEFINITIONS**

The following definition is hereby amended as follows:

“Commencement date” shall mean the date of completion of the Project. For purpose of this Agreement, the phrase “complete the Project” shall be defined as the Developer constructing or causing to be constructed a minimum of approximately one hundred thirty thousand (130,000) square feet of leasable retail and commercial space by a date not later than December 31, 2026, with an opening by May 31, 2027.

#### **II. NO OTHER AMENDMENTS**

All other provisions of the Agreement, except as amended herein (1<sup>st</sup> and 2<sup>nd</sup> and 3<sup>rd</sup> Amendments) shall remain in full force and effect and are hereby ratified in all respects. In the event of an inconsistency between the terms and conditions of the First and Second Amendments and Third Amendment and the terms and conditions of the Original Agreement, the terms and conditions of the respective Amendments shall control.

#### **III. BINDING EFFECT**

This Third Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Developer has caused this Third Amendment to be duly executed and delivered as of the date first above written.

**PDG-BROKEN ARROW, LLC**  
**A Delaware limited liability company**

By: \_\_\_\_\_  
**Joe L. Parkes, Jr.**  
**Manager**

IN WITNESS THEREOF, the Authority has caused this Third Amendment to be duly executed and delivered as of the date first above written

**BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**  
**An Oklahoma public trust**

By: \_\_\_\_\_  
**Debra Wimpee**  
**Chairwoman**

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
**Curtis Green**  
**Secretary**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Danny Littlefield, Jr.**  
**Deputy Authority Attorney**