

## MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (this "Termination Agreement") is dated as of ~~February~~ <sup>March</sup> 24, 2026, by and between REGENT BANK, an Oklahoma Company (the "Company"), and the BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, a municipal trust (the "BAEDA").

TWS

### WITNESSETH:

WHEREAS, the parties entered into that certain Economic Development Agreement dated as of November 19, 2024 (the "Original Agreement"), pursuant to which the BAEDA agreed to provide certain economic incentives to the Company in connection with the development of a project at 607 Stone Wood Drive, Broken Arrow, Oklahoma (the "Project"), including reimbursement of up to \$40,000 for 50% of the costs associated with the purchase and installation of a natural gas pipeline; and

WHEREAS, the Company has decided not to proceed with seeking the economic development incentive or reimbursement under the Original Agreement and has not submitted any invoices or requests for reimbursement; and

WHEREAS, no funds have been disbursed by the BAEDA under the Original Agreement, and the BAEDA's encumbered amount of up to \$40,000 from the PSO 1% Economic Development Fund remains unexpended; and

WHEREAS, the parties mutually desire to terminate the Original Agreement in its entirety, release all obligations thereunder, and release the encumbered funds, all without prejudice to any other rights or remedies available under the Original Agreement or applicable law; and

WHEREAS, pursuant to Section 6.9 of the Original Agreement, modifications, including termination, must be in writing and signed by the parties;

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

- 1. Termination of Original Agreement.** The Original Agreement is hereby terminated in its entirety, effective as of the date first written above. All rights, obligations, and liabilities of the parties under the Original Agreement are hereby released and discharged, including, without limitation: (a) any obligation of the Company to construct the Project, install the natural gas pipeline, dedicate easements or rights-of-way, or perform any other actions related to the Project; (b) any obligation of the BAEDA to reimburse the Company for any costs; and (c) any indemnification obligations tied to the Project under Section 5.2 of the Original Agreement.
- 2. Acknowledgment of No Disbursements and Release of Funds.** The parties acknowledge and confirm that no reimbursements or other funds have been disbursed by the BAEDA to

the Company under the Original Agreement. The BAEDA's encumbrance of up to \$40,000 from the PSO 1% Economic Development Fund is hereby released and may be reallocated for other purposes in accordance with applicable law and BAEDA policies.

3. **Mutual Releases.** Each party hereby releases and forever discharges the other party, and its respective officers, directors, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses arising out of or related to the Original Agreement, whether known or unknown, except for any rights or remedies expressly preserved herein.
4. **Without Prejudice.** This Termination Agreement is without prejudice to any other rights or remedies available to the parties under the Original Agreement or applicable law, including, without limitation, the right to recover attorneys' fees under Section 6.12 of the Original Agreement in the event of any controversy, claim, or dispute relating to the Original Agreement or this Termination Agreement.
5. **Governing Law and Venue.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws principles. Any lawsuit or challenge to this Termination Agreement shall be commenced and maintained in the District Court of Tulsa County, State of Oklahoma, in accordance with Section 6.16 of the Original Agreement.
6. **Entire Agreement; Amendments.** This Termination Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. This Termination Agreement may not be amended or modified except in writing signed by both parties.
7. **Counterparts.** This Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email, or other electronic means shall be deemed original signatures for all purposes.
8. **Further Assurances.** Each party agrees to execute and deliver such additional documents and take such further actions as may be reasonably necessary to effectuate the purposes of this Termination Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first above written.

**THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**  
A municipal trust

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
Secretary

**REGENT BANK**  
an Oklahoma Company

By: *Alex Gifford*  
EVP/Market President - Broken Arrow

STATE OF OKLAHOMA    )  
  )        ss:  
COUNTY OF TULSA     )

Before me, the undersigned, a Notary Public in and for said County and State, on this 20<sup>th</sup> day of February, 2026, personally appeared Alex Gifford, known to me to be the EVP/Market President - Broken Arrow of Regent Bank, who acknowledged that they executed the foregoing instrument on behalf of said Company as its free and voluntary act and deed for the uses and purposes therein set forth

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

Notary Public *Maurina Snell*  
My Commission Expires: 6-11-2026  
My Number: 18005855

(SEAL)

