

RESOLUTION NO. 1666

A RESOLUTION OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") ACCEPTING THE RESPONSIBILITIES AS DESIGNATED TO THE AUTHORITY BY THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") PURSUANT TO THE HACKBERRY MARKET ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; AUTHORIZING THE AUTHORITY TO ISSUE ITS TAX APPORTIONMENT BONDS, TAXABLE SERIES 2025 (HACKBERRY MARKET INCREMENT DISTRICT PROJECT) (THE "BONDS") IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$28,000,000.00, AND AUTHORIZING A CERTIFICATE OF DETERMINATION; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE BONDS TO BE SOLD ON A NEGOTIATED BASIS; APPROVING THE FORM OF BOND PURCHASE AGREEMENT; APPROVING AND AUTHORIZING EXECUTION OF A GENERAL BOND INDENTURE AND A SERIES 2025 SUPPLEMENTAL BOND INDENTURE (COLLECTIVELY, THE "INDENTURE") AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE BONDS; APPROVING AND AUTHORIZING EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX INCREMENT REVENUE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE; APPROVING THE FORM OF AN OFFICIAL STATEMENT PERTAINING TO THE BONDS, AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON TO APPROVE ANY CORRECTION TO SAID OFFICIAL STATEMENT, AND AUTHORIZING DISTRIBUTION OF THE SAME; APPROVING THE FORM OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT FINANCING ASSISTANCE AGREEMENT, MORTGAGE AND SECURITY AGREEMENT, AND CONSTRUCTION ESCROW AGREEMENT; AUTHORIZING AND DIRECTING THE EXECUTION OF THE BONDS AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Broken Arrow Economic Development Authority (the "Authority") has been created by a Trust Indenture dated November 19, 1973, as supplemented and amended by an Amendment to Trust Indenture dated March 11, 1982, as supplemented and amended by a Second Amendment to Trust Indenture dated August 4, 1983, and as further supplemented and amended by a Third Amendment to Trust Indenture dated March 18, 2014, for the use and benefit of the City of Broken Arrow, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Hackberry Market Economic Development Project Plan (the “Project Plan”) by Ordinance No. 3875 on May 6, 2025 (the “TIF Ordinance”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2021, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the TIF Ordinance, and as commenced effective July 1, 2025, extending for a term of twenty-five years ending June 30, 2050, pursuant to Resolution No. 1654 adopted and approved by the City on May 6, 2025, has created Increment District No. 6, City of Broken Arrow (the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and Hackberry Market, LLC (including its successors and assigns, the “Developer”), desire to enter into a Development Financing Assistance Agreement (the “Development Agreement”) for the purpose of providing a framework for the completion of the proposed development within the Increment District described as the Project in the Project Plan; and

WHEREAS, the Authority and the City have agreed to provide assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act), including specifically the reimbursement of authorized Project Costs, all as more fully set forth in the Development Agreement; and

WHEREAS, the Authority has heretofore designated D.A. Davidson & Co., to serve as Underwriter for the Bonds authorized herein; and

WHEREAS, the Authority desires to grant approval for the issuance of the obligations to implement the Project Plan and accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. ACCEPTANCE OF RESPONSIBILITIES. The Authority hereby accepts its responsibilities and authority to implement the Project Plan as set forth in the TIF Ordinance.

SECTION 2. INDEBTEDNESS AUTHORIZED. The Authority is authorized to incur an indebtedness by the issuance of its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) for and on behalf of the City, in one or more series, in the aggregate principal amount of not to exceed \$28,000,000.00 (the “Bonds”) for the purpose of (i) financing and/or reimbursing certain Project Costs authorized under the Project Plan, including specifically certain assistance in development financing to the Developer as described in the Development Agreement; (ii) funding a reserve requirement with respect to the Bonds; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with issuance of the Bonds; it being the express intent hereof that any designations herein are merely for convenience and the said bonds may be named and divided by series as deemed appropriate by the Authority. The aggregate principal amount of the Bonds shall not exceed \$28,000,000.00, the true interest cost on the Bonds shall not exceed 7.50% per annum, and the final maturity date shall be not later than June 1, 2050. The exact underwriters’ and original issue discount, if any, original issue premium, if any, interest rates, redemption provisions, size and maturities, subject to the limitations set forth herein, shall be set forth in a Certificate(s) of Determination signed by the Chairperson, or

in their absence, the Vice Chairperson at the time of offering and pricing of the Bonds by the Underwriter. Upon signing the Certificate(s) of Determination, the Chairperson, or in their absence, the Vice-Chairperson, is authorized to execute the Bond Purchase Agreement(s).

SECTION 3. DESIGNATING UNDERWRITERS; SALE OF BONDS, WAIVING COMPETITIVE BIDDING. The Bonds are hereby sold and authorized to be sold and delivered to D.A. Davidson & Co. (the “Underwriter”) at negotiated sale at a discount of not to exceed 1.00% representing the Underwriter’s discount, not to exceed \$35,000 for Underwriters’ expense reimbursement (inclusive of Underwriter’s Counsel), and not to exceed 4.00% representing original issue discount as shall be more fully described along with the maturities and interest rates as set forth in a certificate of determination on the day of pricing of the Bonds, provided the true interest cost shall not exceed 7.5% per annum. Competitive bidding for the Bonds is hereby waived and the Bonds are hereby authorized to be sold and delivered pursuant to the terms of the Bond Purchase Agreement defined in Section 4 herein.

SECTION 4. BOND PURCHASE AGREEMENT. The form of Bond Purchase Agreement between the Authority and the Underwriter (the “Bond Purchase Agreement”), is hereby approved and the Chairperson or Vice Chairperson of the Authority is authorized to approve any corrections or additions thereto, and is further directed to execute and deliver same for and on behalf of the Authority; such execution and delivery to constitute full approval thereof by the Authority, including any corrections or additions thereto.

SECTION 5. INDENTURE. The General Bond Indenture, as supplemented and amended by a Series 2025 Supplemental Bond Indenture, both by and between the Authority and BancFirst, as Trustee (collectively, the “Indenture”), authorizing the issuance of and securing the payment of the Bonds approved in Section 2 hereof, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 6. SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the “Security Agreement”) pertaining to the transfer of the Sales Tax Increment Revenues (as defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, is hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Authority, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

SECTION 7. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE. The organizational document creating the Authority is subject to the provisions of the Indenture referenced in Section 5 hereof.

SECTION 8. OFFICIAL STATEMENT. The forms of the Preliminary Official Statement and the Final Official Statement (collectively, the “Official Statement”) outlining the terms, conditions and security for the Bonds are hereby adopted and approved and the Chairperson or Vice Chairperson of the Authority is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Authority and is further authorized and directed to execute and deliver same for and on behalf of the Authority. The Chairperson or Vice Chairperson are authorized to approve

any corrections, additions or deletions thereto for and on behalf of the Authority, and thereupon the Chairperson or Vice Chairperson of the Authority is authorized and directed to execute and deliver for and on behalf of the Authority a certificate deeming the Preliminary Official Statement to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The Authority authorizes the Underwriter to distribute the Official Statement in connection with the sale of the Bonds.

SECTION 9. CONTINUING DISCLOSURE AGREEMENT. The form of Continuing Disclosure Agreement is hereby approved with such additions, omissions and changes as may be approved by the persons executing the same, and the Chairperson or Vice-Chairperson and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 10. ASSISTANCE IN DEVELOPMENT FINANCING. The use of assistance in development financing, as contemplated in the Development Agreement, and as authorized by Section 853(14)(o) of the Local Development Act, is hereby approved.

SECTION 11. DEVELOPMENT AGREEMENT. The forms of the Development Financing Assistance Agreement by and among the Authority, the City, and Hackberry Market, LLC, as Developer (the “Development Agreement”), the Mortgage and Security Agreement by and between the Authority and the Developer (the “Mortgage”), and the Construction Escrow Agreement by and among the Authority, the Developer, and BancFirst, as Escrow Agent (the “Escrow Agreement”), are each hereby approved and the Chairperson or Vice Chairperson and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Authority, and to do all other lawful things to carry out the terms and conditions of said Development Agreement, Mortgage, and Escrow Agreement.

SECTION 12. EXECUTION OF NECESSARY DOCUMENTS. The Chairperson or Vice Chairperson and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Bonds to the Underwriter upon receipt of the purchase price and are further authorized and directed to execute all necessary closing and delivery papers required by Bond Counsel and the Financial Advisor including, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, any required agreements relating to any bond insurance and/or reserve surety or insurance policies, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds; approve the disbursement of the proceeds of the Bonds, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2025.

BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

By: _____
Chairperson

ATTEST:

By: _____
Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Broken Arrow Economic Development Authority.

I further certify that the Trustees of the Broken Arrow Economic Development Authority held a Regular Meeting at 6:30 o'clock p.m., on June 2, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 2ND DAY OF JUNE, 2025.

BROKEN ARROW ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

Secretary of Authority