FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the "First Amendment") dated as of May 7, 2024, by and among PDG-BROKEN ARROW, LLC, a Delaware limited liability company (the "Developer"), BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY an Oklahoma public trust (the "Authority"), and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "City"), as beneficiary of the Authority.

WITNESSETH:

WHEREAS, the Developer, the Authority and the City entered into that certain Economic Development Agreement dated as of July 6, 2023 (the "Agreement"); and

WHEREAS, the terms and conditions of the Agreement require that the Authority will rebate annually the Sales Tax Rebate, as defined in the Agreement; and

WHEREAS, pursuant to Section 6.13 of the Agreement, the parties desire to modify the rebate timing provisions to provide for quarterly rebate payments by the Authority, as well as modify certain reporting obligations of the Developer related to the rebate payments.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby covenant and agree with each other as follows:

1. AMENDMENT TO SECTION 3.2

Section 3.2 is hereby deleted in its entirety and replaced with the following:

3.2. COSTS OF INVESTMENT INCENTIVE, AND USE OF REMAINING TAX INCREMENT REVENUES.

A. In consideration of the Developer's agreement to construct the Project, the City and the Authority hereby agree to provide to the Developer an amount not to exceed of Sixteen Million Dollars ($16,000,000.00) as assistance in development financing (i.e., the Investment Incentive) in the following manner:

1. The Investment Incentive shall be provided in the form of a Sales Tax Rebate in the aggregate amount of not to exceed Sixteen Million Dollars ($16,000,000.00).

2. The Authority will rebate quarterly to the Developer an amount equal to a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Agreement) on retail sales within the Increment District; provided however, the Authority may exclude from any Sales Tax Rebate payment any amount attributable to an Ineligible Use.

3. The Sales Tax Rebate Period shall commence on the Commencement Date, and shall end when the Developer has received the Maximum Sales Tax Rebate Amount of Sixteen Million Dollars ($16,000,000.00), or upon expiration of the Increment District, whichever occurs first. Should the Developer elect to not complete the Project, this Agreement will become null and void. For purposes 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 sixty thousand (160,000) square feet of leasable retail space by a date not later than December 31, 2025.

4. The Authority will rebate quarterly to the Developer, on or before the first day of the second month following the end of each calendar quarter, and beginning on May 1, 2026, the Sales Tax Rebate as set forth herein, based on an amount equal to a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Agreement) on retail sales within the Increment District, as calculated for the preceding calendar quarter; provided, however, that if the Authority or the City have any inquiries concerning such tax summary, the Authority shall have the right to withhold payment of any rebate in respect of one or more tenants that the City may dispute until the Authority and the City are provided with such additional information as the Authority and the City shall reasonably require. The parties specifically agree that the foregoing Sales Tax Rebate shall reflect an amount equal to a two percent (2.00%) City sales tax rate (i.e. the Tax Increment revenues), as said portion of the aggregate City sales tax is levied from time to time, and shall not apply to any other portions of the sales tax levied by the City, Tulsa County, or the State of Oklahoma; provided however, the City shall have no obligation to make any rebate payments to the Developer until the Developer has completed the Project, as described herein; and provided further, the City shall be entitled to reserve the first $2,500 of TIF Revenue quarterly until the City is fully reimbursed for not to exceed $55,000 in Organizational Costs (as described in the Project Plan).

5. Developer shall provide to the Authority and the City a roster of tenant occupants of the Project as of January 1st of each year. Developer hereby waives any and all rights of confidentiality, which Developer may have in respect of sales taxes generated from the Project. Without limiting the generality of the preceding sentence, Developer agrees that the City shall have the right to inspect and audit the books and records of Developer to confirm the total amount of sales taxes and Project Sales Tax Receipts attributable to the Project. The City shall use reasonable efforts to maintain the confidentiality of the Project Sales Tax Receipts, subject to any laws that may require disclosure thereof. Performance of this provision shall be deemed completed when the Developer fully collects the Maximum Sales Tax Rebate Amount of Sixteen Million Dollars ($16,000,000.00); provided, however, the payment of the Sales Tax Rebate for the final calendar year of the Sales Tax Rebate Period may occur on or before May 1st of the following calendar year.

6. The City shall be entitled to rely, at least on a quarterly basis, on any report(s) from the Oklahoma Tax Commission to validate and/or confirm the amount of sales tax generated from with the Increment District boundaries. Developer shall cooperate with the City and the Oklahoma Tax Commission to provide and/or otherwise obtain the information necessary to determine the Sales Tax Rebate for the applicable period.

7. Notwithstanding anything contained herein to the contrary, in no event shall the sum of assistance in development financing made by the Authority under the Agreement exceed the sum of Sixteen Million Dollars ($16,000,000.00).

8. The Authority and the City propose to utilize revenues derived from the Increment District (i.e., the Tax Increment revenues) to pay the Sales Tax Rebate, when and if available. It is understood and expressly agreed by Developer that the Authority and the City do not warrant or guarantee that the grant of tax rebates as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority for same or Authority's or City's use thereof is challenged by court action. In the event such court action related to this Agreement is instituted, Developer, the Authority and the City shall each be responsible for their own costs of defending the parties hereto, this Agreement and the tax rebates hereunder; provided however, should such litigation result in the loss of tax rebates as provided herein, Developer shall be solely responsible for the payment of all taxes due, including all taxes which otherwise would have been paid to the City without the benefit of abatement or rebates without recourse to the City, and without any obligation by the Authority or the City to reimburse same back to Developer. The Authority and the City agree that in the event of an invalidation of the rebate (or some portion thereof), the Authority and the City will not pursue the recovery of previously paid rebate amounts except as may be compelled by lawful authority; provided however, this provision shall not limit the Authority's or City's right to offset the invalid portion of paid Sales Tax Rebate against future Sales Tax Rebate owed.

B. [Reserved]

2. AMENDMENT TO SECTION 4.6

Section 4.6 is hereby deleted in its entirety and replaced with the following:

4.6. REPORTING. The Developer shall provide consolidated reports (not less frequently than quarterly) listing all Participants operating within the Project Site. Such reports shall be made as long as the Increment District created pursuant to the Local Development Act remains in effect.

3. NO OTHER AMENDMENTS.

All other provisions of the Agreement, except as amended herein, shall remain in full force and effect and are hereby ratified in all respects. In the event of any inconsistency between the

terms and conditions of this First Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

4. BINDING EFFECT.

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

5. COUNTERPARTS.

The parties may execute this First Amendment in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

6. FACSIMILE AND ELECTRONIC SIGNATURE.

This First Amendment may be executed by facsimile signatures transmitted by electronic mail or any other electronic signature platform and any such executed versions shall be binding upon the parties hereto as if the signatures were originally executed.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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

PDG-BROKEN ARROW, LLC
a Delaware limited liability company

By:_____
Name: Gary W. Parkes
Title: Manager

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

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY,
an Oklahoma public trust

(SEAL)

By: _____
Name: Debra Wimpee
Title: Chairman

ATTEST:

By: _____
Name: Curtis Green
Title: Secretary