CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this ___ day of February, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a resolution (the "Resolution") calling for a special election to levy and collect a sales tax to fund educational, health care and events facilities for the purpose of promoting economic development within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for educational, healthcare and events facilities which promote economic development, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On January 7, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Seven Million One Hundred Ten Thousand Eight Hundred Thirty-four and no/100ths DOLLARS ($7,110,834.00) for the construction of capital improvements described within Exhibit "A" attached hereto (the "Improvements") on real property described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for certain costs to acquire, design and construct the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt,

sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. "Advance" shall mean any of the Advances as defined within paragraph F of the Recitals hereof, and shall be Construction Advances or Non-Construction Advances.

1.2. "Application and Certificate for Payment" means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. "Approved Budget" means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board, and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Bonds, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. "Architect" means the architect(s) who execute the Architect/Engineer Agreement.

1.5. "Architect/Engineer Agreement " means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. "Authorization and Certificate of Program Manager" means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit "C" hereto.

1.7. "Authorization and Certificate of Project Manager" means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager in the form and content set forth on Exhibit "D" hereto.

1.8. "Bidding Documents" means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. "Builder's Risk Insurance" means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under "extended coverage" policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. "Certificate of Completion" means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. "Change Orders" mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. "Completion Date" means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13. "Construction Advance" means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. "Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit "E."

1.15. "Construction Contracts" means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. "Construction Schedule" means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to

the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. "Contracting Party" means the City of Broken Arrow, Oklahoma.

1.18. "Contractors" means the contractors who execute Construction Contracts.

1.19. "Cost of Construction" means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Funds" " has the meaning set forth within paragraph C hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other polititial subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" means the real property described within Exhibit "B" attached hereto.

1.29. "Maximum Amount of Advances" means $7,110,834.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. "Non-Construction Advance" means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. "Opinion of Contracting Party's Counsel" means an opinion from the Contracting Party's counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the proceeds of the Excess Sales Tax; (iv) there are, to the Contracting Party's counsel's knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party's counsel's best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. "Payment and Performance Bonds" means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. "Plans" means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Authority.

1.35. "Program Manager" means Program Management Group, L.L.C.

1.36. "Project" means the Improvements and the Land.

1.37. "Project Manager" means the project manager or construction manager who executes the Project Manager Agreement.

1.38. "Project Manager Agreement" means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. "Resolution" means the Resolution of the Board described within Paragraph B of the Recitals hereof.

1.40. "Termination Event" shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Authority by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts a they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the contracting Party for a portion of the costs of the acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the

terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

3.1.1. Approved Budget;

3.1.2. Written detailed description of the Project;

3.1.3. Construction Schedule;

3.1.4. Opinion of Contracting Party's Counsel;

3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project; and

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board

elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

4.2.1. Copy of Architect/Engineer Agreement;

4.2.2. Plans;

4.2.3. Copy of all Construction Contracts;

4.2.4. Copy of all Governmental Approvals;

4.2.5. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.6 Copy of Payment and Performance Bonds;

4.2.7. Copy of all Bidding Documents;

4.2.8. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3 The Construction Advance complies and is in accordance with the Approved Budget.

4.4 The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5 No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3 The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.3. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.4. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements; and

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request; and

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so, and the Board shall not be required to make any submissions to the Trustee until such examination has been made. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall approve the Construction Advance Request or the Non-Construction Advance Request, as applicable, cause its Depository to disburse to the Contracting Party, or

to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after March 1, 2017.

6.7. Advances Solely from Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of sales tax proceeds pursuant to projects agreements between the Board and the Authority securing the payment of bonds issued by the Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board**,** accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Section 7 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with, the Board as follows:

7.1. Existence and Qualification. The Contracting Party is a municipal corporation, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF THE BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Board Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under

this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before March 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling $45,500,000.00 (the "Total Excess Sales Tax") will be available for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (15.63%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such cost of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable on the dates interest is due thereon.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have

the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Board:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Broken Arrow, Oklahoma
220 South First Street
Broken Arrow OK 74012
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not, without the prior written approval of the Board, assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the Advances, with any and all prior agreements regarding the Advances and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or

considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

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

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

ATTEST:

CITY OF BROKEN ARROW, OKLAHOMA

_____
City Clerk

By _____
Name _____
Title _____

APPROVED AS TO FORM:

_____
Assistant City Attorney

"Board"

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY

By _____
Name _____
Title _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

Land acquisition and design and construction of infrastructure and related improvements for a conference/convention center and accompanying hotel to be located immediately north of Bass Pro Shops. Vision Funds would assist in the purchase of land, fund necessary infrastructure including water, sewer, stormwater, streets, traffic control, grading, sidewalks, lighting as well as landscaping, signage, architectural and engineering design, testing, inspection and environmental studies.

EXHIBIT “B”
DESCRIPTION OF LAND

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Broken Arrow Conference Center Project (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

(a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and

(b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and

(c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and

(d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and

(e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

(f) that certain Capital Improvements Agreement dated _____, 2015, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____ **PROGRAM MANAGER**

By_____
Authorized Representative

EXHIBIT "D"
AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Broken Arrow, Oklahoma (the "Contracting Party") in connection with the Broken Arrow Conference Center Project (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

(a) all construction of the Improvements [as defined in the Capital Improvements Agreement dated _____, 2015, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement")] has been done in accordance with the Plans (as defined in the Agreement); and

(b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and

(c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and

(d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and

(e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and

(f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and

(g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____ _____

_____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Broken Arrow, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2015, regarding the Broken Arrow Conference Center Project (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Broken Arrow, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____ CITY OF BROKEN ARROW, OKLAHOMA

_____
By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By:_____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Broken Arrow, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2015, regarding the Broken Arrow Conference Center Project (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Broken Arrow, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of $_____ to the parties set forth below for the following purposes:

Payees	Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date:_____ _____

_____
By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By:_____
Chairman

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BROKEN ARROW CONFERENCE CENTER PROJECT

CAPITAL IMPROVEMENTS AGREEMENT

by

and

between

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA

and

CITY OF BROKEN ARROW, OKLAHOMA

Dated February _____, 2015