

AGREEMENT

The Agreement is entered into by the Coweta Industrial Development Authority (“CIDA”), an Oklahoma Trust, and Prenivi, LLC, an Oklahoma limited liability company (“Company”).

RECITALS

1. The Company intends to acquire the right to possess and use real property located in the City of Coweta, Wagoner County, State of Oklahoma (“Property”), more particularly described as follows:

A tract of land in the NE/4 and the SE/4 of Section 12, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows to wit:

Commencing at the NE corner of the NE/4 SE/4 of said Section 12, thence N89° 57' 00”W and along the North line of said NE/4 SE/4 for 526.80 feet to the Easterly line of OSH #51 as described in Book 227 at Page 87 of the records of the County Clerk of said County and State to the point of Beginning, thence S28° 36' 11”E for 80.30 feet along said right of way, thence S89° 57' 00”E for 286.40 feet, thence N00° 02' 00”W for 367.82 feet to a point, thence due west for 258.70 feet to a point, thence S00° 02' 00”E for 297.13 feet to appoint on the North line of said NE/4 SE/4, thence N89° 57' 00”W and along the North line of said NE/4 SE/4 for 66.10 feet to the Point of Beginning.

Physical address is: 13593 South Hwy 51
Coweta, Oklahoma 74429

2. The Property is currently zoned properly to allow for construction and operation of a hotel.
3. The Company desires to operate and maintain a hotel business with related activity (“Facility”).
4. CIDA, by approval of this agreement, has made a legislative decision that a public purpose exists that supports the award of incentives to Company. The benefits to the public include, but are not limited to:
 - (a) The development of property that has remained vacant for many years, without significant economic activity, with a total investment by Company at this location in the approximate amount of \$3,750,000.

- (b) The creation of new jobs along with employment opportunities for the residents of the City of Coweta, Oklahoma, especially considering the employment losses in the Coweta area and limited employment opportunities for the residents of the City of Coweta, Oklahoma;
- (c) The creation of additional Hotel Tax opportunities, both as a direct result of the development and to the surrounding businesses that will benefit from the increased economic activity in the area;
- (d) Additional opportunities for the residents of the City of Coweta, Oklahoma, for the purpose of improving the quality of life of the residents of the City;
- (e) By approval of this agreement, CIDA finds that there is a direct relationship between the amount of taxes generated by Company and the economic benefits, jobs benefits, and quality of life benefits realized by the residents of the City of Coweta, Oklahoma.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, CIDA and the Company agree as follows:

- A. CIDA agrees that the Property may be used for the following specific purpose:

It shall be lawful for the Company, and its CIDA approved successors and assigns, to develop and use that part of the Property zoned CG (General Commercial) for the uses described as a “hotel” which is in compliance with the Coweta Zoning Code, together with all other approved uses of the Property.

- B. Hotel Tax Incentive Contribution. For a period commencing on the “Hotel Tax Incentive Contribution Commencement Date” (as hereinafter defined), and continuing until the following June 30, CIDA shall pay to the Company fifty percent (50%) of the

Hotel Tax that is collected in tax generated from any and all persons doing business with Company, not to exceed \$750,000.00 during the life of the agreement (the “Hotel Tax Incentive Contribution”). Thereafter, this agreement shall have nine (9) additional renewal years, in which the agreement shall be resubmitted for approval to the Trustees for the Coweta Industrial Development Authority for renewal for each of the subsequent years, with a review of the above public purposes to ensure that there is a continuing public benefit to this agreement. The Trustees for the Coweta Industrial Development Authority hereby further agree to complete a review of the agreement, at the end of the ten (10) year term, in order to evaluate the success of the project for consideration of a five (5) year extension of the agreement, based upon the sole decision of the Trustees of the Coweta Industrial Trust Authority. Provided, the Hotel Tax Incentive Contribution:

- (1) Shall apply to the Hotel Tax generated from Company and any other CIDA approved assignee.
- (2) Shall commence when the City of Coweta first receives Hotel Tax from persons or businesses doing business on the Property after the Facility is opened by the Company, or its successors or assigns, and certified by the City of Coweta for occupancy (the “Hotel Tax Contribution Commencement Date”).
- (3) Shall authorize CIDA staff to issue payment from CIDA, to the Company, on a annual basis after the share of the Hotel Tax paid to the State of Oklahoma by persons doing business on the Property after the Hotel Tax Contribution Commencement Date.

- (4) Shall not be reduced or offset by the CIDA at any time.
- (5) Shall continue in an amount equal to fifty percent (50%) of the Hotel Tax Incentive Contribution over a ten (10) year period as stated above without regard to whether the total Hotel Tax percentage is increased or decreased during the term hereof.
- (6) Shall cease when the total amount paid to Company, by the original agreement or any renewals, equals an amount of fifty percent (50%) of the Hotel Tax Incentive Contribution over a ten (10) year period or when a total of \$750,000.00 has been disbursed to the Company; whichever is less.

C. Records. CIDA shall maintain accurate records of all Hotel Tax revenue received, either directly or indirectly, for sales made by Company or any CIDA approved assignee, as defined by the vendor number assigned by the Oklahoma Tax Commission and confirmed by actual Hotel Tax payments by Company or a CIDA approved assignee. CIDA shall provide the Company with a written summary of the Hotel Tax revenues, in a form reasonably acceptable to the Company, concurrently with delivery of payment from CIDA to the Company as required by this agreement. The Company shall have the right to inspect any and all such records, during normal business hours of CIDA, unless such records are restricted by the Oklahoma Tax Commission. The Company can also obtain an accounting and/or audit of such records, at the sole cost of the Company.

D. Miscellaneous.

- (1) Each individual and entity executing this agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this agreement to the terms hereof.
- (2) This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this agreement
- (3) Any waiver, modification, consent or acquiescence with respect to any provision of this agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (4) If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (5) This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any

other counterpart identical thereto except having additional signature pages executed by other parties to this agreement attached thereto.

- (6) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this agreement.
- (7) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CIDA Trust Manager
P.O. Box 850
Coweta, OK 74429

Prenivi, LLC
Attn: Reena Patel
14050 South Hwy. 51
Coweta, OK 74429

Any party may change its address for notice, by written notice, given to the other in the manner provided in this section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic

communication on a business day before 5:00 p.m., or three (3) days after being placed in the U.S. Mail, if mailed.

- (8) CIDA and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this agreement.
- (9) The making, execution and delivery of this agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
- (10) Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF CIDA, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT

TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO CIDA FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.

- (11) The language in all parts of this agreement shall be in all cases construed simply according to its plain meaning and not strictly for or against any of the parties hereto. This agreement shall not be construed for or against either party on the basis of which party drafted the agreement or any provision therein.
- (12) Paragraph headings of this agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this agreement. References to “paragraphs” or “¶” are to paragraphs of this agreement, unless otherwise specifically provided.
- (13) This agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns as long as any successor company is an entity whose primary activity is the marketing of groceries. Neither this agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.
- (14) Notwithstanding anything to the contrary contained herein, this agreement shall not be deemed or construed to make the parties hereto partners or

joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 6th day of June, 2013.



Prenivi, LLC

Reena R. Patel

Coweta Industrial Development Authority

Robert Morton, Chairman

ATTEST:

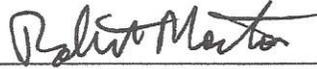
Timothy Kelley, Trust Secretary

APPROVED:

David L. Weatherford, Trust Attorney

IN WITNESS WHEREOF, CIDA has reapproved and executed this Agreement the 2nd day of June, 2014.

Coweta Industrial Development Authority



Robert Morton, Chairman

ATTEST:


Timothy Kelley, Trust Secretary

APPROVED AS TO FORM:


David L. Weatherford, Trust Attorney

IN WITNESS WHEREOF, CIDA has reapproved and executed this Agreement the 1st day of June, 2015.

Coweta Industrial Development Authority



Robert Morton, Chairman

ATTEST:



Billy Embrey, Trust Secretary

APPROVED AS TO FORM:



David L. Weatherford, Trust Attorney



IN WITNESS WHEREOF, CIDA has reapproved and executed this Agreement the 6th day of June, 2016.

Coweta Industrial Development Authority



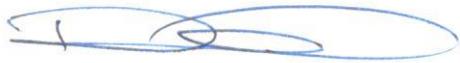
Robert Morton, Chairman

ATTEST:



Billy Embrey, Trust Secretary

APPROVED AS TO FORM:



David L. Weatherford, Trust Attorney



IN WITNESS WHEREOF, CIDA has reapproved and executed this Agreement the 5th day of June, 2017.

Coweta Industrial Development Authority



Evette Morris, Chairman

ATTEST:


~~Steve Garman, Trust Secretary~~
Harold Chance

APPROVED AS TO FORM:

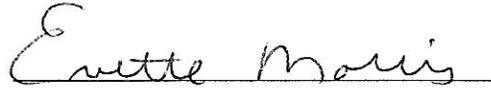


David L. Weatherford, Trust Attorney



IN WITNESS WHEREOF, CIDA has reapproved and executed this Agreement on the 2nd day of July, 2018.

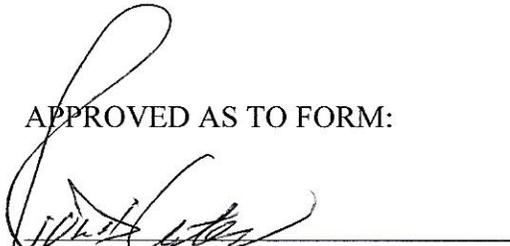
Coweta Industrial Development Authority


Evette Morris, Chairman

ATTEST:


Harold Chance, Trust Secretary

APPROVED AS TO FORM:


Ronald D. Cates, Trust Attorney



IN WITNESS WHEREOF, CIDA has reapproved and executed this Agreement on the 1st day of July, 2019.

Coweta Industrial Development Authority

Evette Morris, Chairman

ATTEST:

Harold Chance, Trust Secretary

APPROVED AS TO FORM:

Ronald D. Cates, Trust Attorney