

IRREVOCABLE LETTER OF CREDIT

City of Oklahoma City
c/o Development Services
Department Subdivision &
Zoning Division
420 W. Main St., Suite 910
Oklahoma City, OK 73102

Re: Irrevocable Letter of Credit # [REDACTED]
Amount: \$1,164,308.75

Expiration Date: April 26, 2024
Developer Name: Palermo Place
Properties LLC

To Whom It May Concern:

We hereby establish and issue our Irrevocable Letter of Credit to you as beneficiary for the account of Palermo Place Properties LLC for the performance of improvements in Palermo Place Section 6, an addition to the City of Oklahoma City, Cleveland County, Oklahoma, for the total sum of \$1,164,308.75 (One Million One Hundred Sixty-Four Thousand Three Hundred Eight and 75/100 U.S. Dollars).

This letter is for the purpose of water, sewer, and paving & drainage improvements to said addition and represents 110% of the estimated cost of construction as verified and submitted by a professional engineer and subsequently approved by the City of Oklahoma City Public Works Department.

In the event that Palermo Place Properties LLC fails to construct or complete the improvements one (1) month prior to the expiration date noted above, the City of Oklahoma City may, by documentary draft or documentary demand, draw the necessary funds for completion of the above specified improvements up to the limits as stated in this letter.

The documentary draft or documentary demand for payment presented to us for payment should be clearly marked: "Drawn under Letter of Credit # [REDACTED] of First Oklahoma Bank, dated April 25, 2023


However, if Palermo Place Properties LLC shall, within the term of this Letter of Credit, faithfully install and complete improvements and utilities in the subdivision according to requirements or ordinances, approved plans specifications and subdivision rules and regulations of the City, as certified by the City Engineer, and pay all bills to contractors for

the above specified improvements incurred to completion thereof, and said improvements are approved by the City Engineer and accepted by the City Council, as provided, then this obligation shall be null and void.

First Oklahoma Bank hereby agrees that any documentary draft or documentary demand for payment drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to said Bank on or before April 26, 2024, subsequent to which date this Letter of Credit will be expired and of no effect.

This Letter of Credit is subject to and governed by the Laws of the State of Oklahoma and the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 600) and, in the event of any conflict, the Laws of the State of Oklahoma will control.

Sincerely,
First Oklahoma Bank

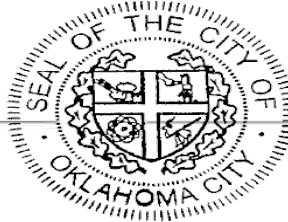


Ray Foreman, Executive Vice President

ADOPTED by the Council and SIGNED by the Mayor of The City of Oklahoma City on
this 23rd day of May, 2023.

ATTEST:

Amy K Simpson
CITY CLERK



John B. ...
VICE-MAYOR

REVIEWED for form and legality.

Joan D. Barlowe
ASSISTANT MUNICIPAL COUNSELOR