

**SETTLEMENT AGREEMENT AND  
RELEASE IN FULL OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS (“Agreement”) is made and entered into on this 20<sup>th</sup> day of December, 2023 (the “Effective Date”), among Summit Sports Partners, LLC (individually “Summit”) and Sean Jones, in his individual capacity and as manager of Summit (collectively “the *Summit Parties*”), the City of Edmond (“Edmond”) and the Edmond Public Works Authority (“EPWA”) (collectively “the *Edmond/EPWA Parties*”) and Bockus, Payne & Associates Architects, P.C. (“the *Bockus Payne Party*”), all collectively referred to as the “Parties.”

**RECITALS:**

WHEREAS, the EPWA is the record owner of a 19.35-acre parcel of land, which is generally located at the northeast corner of Covell Road and Interstate 35 in Edmond, Oklahoma County, State of Oklahoma (“Subject Property”);

WHEREAS, on or about November 7, 2012, Summit Sports Complex, LLC (“Summit’s Predecessor”), Edmond and the EPWA entered into a Sports Complex Development Agreement (the “Development Agreement”) whereby Summit’s Predecessor was to develop a large sports complex on the Subject Property;

WHEREAS, on or about November 7, 2012, the EPWA and Summit’s Predecessor entered into a Sports Complex Ground Lease (the “Ground Lease”) relative to the Subject Property;

WHEREAS, on or about July 18, 2014, Summit’s Predecessor, as Assignor, and Summit, as Assignee, entered into an Assignment whereby Summit was assigned “all of Assignor’s rights, title, interest, and obligations arising under” the Development Agreement and the Ground Lease;

WHEREAS, Bockus, Payne & Associates Architects, P.C. (“Bockus Payne”) entered into an architectural services contract with Summit whereby Bockus Payne would provide architectural services to Summit on the project contemplated by the Development Agreement;

WHEREAS, on or about September 21, 2021, Edmond and the EPWA terminated the Development Agreement and the Ground Lease;

WHEREAS, a dispute arose between Summit on the one hand and Edmond and the EPWA on the other hand concerning the termination of the Development Agreement and the Ground Lease;

WHEREAS, on August 31, 2022, Summit filed a petition commencing the lawsuit captioned *Summit Sports Partners, LLC v. The City of Edmond and The Edmond Public Works Authority*, Case No. CJ-2022-4267, in the District Court of Oklahoma County, State of Oklahoma (the “*Summit Lawsuit*”) alleging certain causes of action against Edmond and the EPWA arising out of the Development Agreement and the Ground Lease;

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WHEREAS, on September 29, 2022, Summit filed an amended petition in the *Summit* Lawsuit whereby the original petition was superseded;

WHEREAS, on November 28, 2022, Summit filed a Notice of Action for a Lis Pendens (the “Lis Pendens”) related to the Subject Property referred to in the *Summit* Lawsuit;

WHEREAS, a dispute arose between Bockus Payne and Summit concerning the architectural services contract;

WHEREAS, Bockus Payne filed a petition commencing the lawsuit captioned *Bockus, Payne & Associates Architects, P.C. v. Summit Sports Partners, LLC*, Case No. CJ-2022-6233, in the District Court of Oklahoma County, State of Oklahoma (the “*Bockus Payne* Lawsuit”) alleging a breach of contract cause of action against Summit arising out of the architectural services contract;

WHEREAS, the Parties wish to resolve their differences without further litigation in a manner that allows the Parties to move forward;

WHEREAS, proceeding in any further litigation will be expensive, time consuming and complex;

WHEREAS, the outcome of the *Summit* Lawsuit and the outcome of the *Bockus Payne* Lawsuit are uncertain; and

WHEREAS, the Parties desire to and have agreed to settle and dispose of any disputes among themselves in order to avoid any further litigation and expenses;

WHEREAS, the Parties desire to enter into this Agreement to provide for satisfaction of all claims which are subject to the *Summit* Lawsuit and the *Bockus Payne* Lawsuit;

WHEREAS, the Parties agree this Agreement is entered into for the mutual benefit of the Parties and this Agreement is not an admission of any claims or defenses to either the *Summit* Lawsuit or the *Bockus Payne* Lawsuit.

NOW, THEREFORE, in consideration of the premises, recitals and of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The above Recitals are hereby made a part of this Agreement.
2. **Payments to be Made to Summit Sports Partners, LLC.** The Parties agree that by December 31, 2023, Summit will be paid by Edmond/EPWA Parties One Million Five-Hundred Thousand Dollars and 00/100 cents (\$1,500,000.00) in exchange for a full, final and complete release of Edmond, the EPWA, and their council members, managers, officers, members, employees, attorneys, agents, successors, assigns, insurers and any other person or entity who is or may be liable on their behalf of and from each and every claim or cause of action asserted

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against them jointly or individually in the *Summit* Lawsuit, or otherwise arising out of the Development Agreement and/or the Ground Lease, and as further described in paragraph 7, below. The Parties further agree that by December 31, 2023, Summit will also be paid an additional One Hundred Forty-Two Thousand Five Hundred Dollars and 00/100 cents (\$142,500.00) by Edmond/EPWA Parties for the sole purpose of Summit satisfying part of its debt to Bockus Payne.

3. **Dismissal of the *Summit* Lawsuit.** Upon execution of this Agreement and payment of the consideration recited in paragraph 2 above, Summit will dismiss the *Summit* Lawsuit with prejudice to refile on a form approved by counsel for Summit and counsel for Edmond and the EPWA.

3.a. **Release of Lis Pendens.** The *Summit Parties* hereby further agree to release that certain Lis Pendens filed with the Oklahoma County Clerk's office on November 28, 2022 at Book 15332, Page 74 against the Subject Property referenced herein and related to the Summit Lawsuit, on a form approved by counsel for Edmond/EPWA and counsel for Summit. Counsel for Summit will be responsible for recording said release of the Lis Pendens and providing a file-stamped copy from the Oklahoma County Clerk's office to counsel for Edmond/EPWA.

4. **Payment to be Made to Bockus, Payne & Associates Architects, P.C.** The Parties agree that by December 31, 2023, Bockus Payne will be paid by Summit in certified funds Two Hundred Eighty-Five Thousand Dollars and 00/100 cents (\$285,000.00) in exchange for a full, final and complete release of Summit, and its managers, officers, members, employees, attorneys, agents, successors, assigns, insurers and any other person or entity who is or may be liable on their behalf of and from each and every claim or cause of action asserted against them jointly or individually in the *Bockus Payne* Lawsuit, or otherwise arising out of the architectural services contract, and as further described in paragraph 8, below. The parties further agree that after receipt of the aforementioned payment, Bockus Payne will provide any and all of the plans prepared in conjunction with the architectural services contract entered into with Summit's Predecessor or Summit relative to the project contemplated by the Development Agreement ("Plans") to Edmond and the EPWA without recourse or further obligations among the Parties. Further, Edmond/EPWA Parties acknowledge that Bockus Payne makes no representation or warranty as to the adequacy or completeness of such Plans and Bockus Payne disclaims any liability as to any future use of such Plans for any purpose. Further the Summit Parties shall have no rights to use the Plans.

5. **Dismissal of the *Bockus Payne* Lawsuit.** Upon execution of this Agreement and payment of the consideration recited in paragraph 4 above, Bockus Payne will dismiss the *Bockus Payne* Lawsuit with prejudice to refile on a form approved by counsel for Bockus Payne and counsel for Summit.

6. **Confidentiality of Agreement.** This Agreement and each of the terms and conditions hereof, including the settlement amount referenced in Sections 2 and 4, shall remain confidential, meaning the Parties and all of their respective agents may not disclose the existence or terms of this Agreement to any person except: (i) their attorneys; (ii) any governmental agency if reasonably required by law or regulation; (iii) accountants for the Parties to the extent reasonably

necessary to prepare any required tax documents; and (iv) to the extent required by any lawful order of any court of competent jurisdiction or as required by the Oklahoma Open Records Act and/or the Freedom of Information Act. However, these confidentiality provisions do not prohibit the Parties and their respective attorneys from stating the *Summit* Lawsuit and the *Bockus Payne* Lawsuit were resolved satisfactorily to the Parties.

Counsel for the Parties agree this confidentiality agreement is material to the Agreement and that a portion of the payment for this Agreement is in consideration for this confidentiality agreement.

7. **Agreed Release of the Edmond/EPWA Parties.** For good and valuable consideration described in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the *Summit Parties and the Bockus Payne Party*, and their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns forever fully release and acquit the *Edmond/EPWA Parties*, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, and their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, from any and all claims, causes of actions, suits, proceedings, and demands whatsoever in law or in equity, known or unknown, which the *Summit Parties and/or the Bockus Payne Party* have, ever had, or may have against the *Edmond/EPWA Parties*, whether known or unknown, anticipated or unanticipated, whether sounding in tort or in contract, for any losses, compensatory damages, punitive damages, treble damages, injuries, indemnity, expenses, attorneys' fees, costs, and compensation of every kind or nature, arising out of, connected directly or indirectly with or relating in any way to the issues giving rise to the *Summit* Lawsuit and/or the *Bockus Payne* Lawsuit, the *Summit Parties* and the *Bockus Payne Parties* themselves, any claims relating to any transactions among the *Summit Parties, the Bockus Payne Party* and the *Edmond/EPWA Parties*, and any claims that were or could have been brought for any matter arising out of the claims at issue herein.

8. **Agreed Release of the Summit Parties.** For good and valuable consideration described in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the *Bockus Payne Party* forever fully releases and acquits the *Summit Parties*, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, and their respective agents, affiliates, related entities, parents,

subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, from any and all claims, causes of actions, suits, proceedings, and demands whatsoever in law or in equity, known or unknown, which the *Bockus Payne Party* had, ever had, or may have against the *Summit Parties*, whether known or unknown, anticipated or unanticipated, whether sounding in tort or in contract, for any losses, compensatory damages, punitive damages, treble damages, injuries, indemnity, expenses, attorneys' fees, costs, and compensation of every kind or nature, arising out of, connected directly or indirectly with or relating in any way to the issues giving rise to the *Bockus Payne Lawsuit*, the *Bockus Payne Lawsuit* itself, any claims relating to any transactions between the *Bockus Payne Party* and the *Summit Parties*, and any claims that were or could have been brought for any matter arising out of the claims at issue herein.

9. **Agreed Release of the Bockus Payne Party.** For good and valuable consideration described in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Summit Parties and Edmond/EPWA Parties forever fully releases and acquits the Bockus Payne Parties, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, and their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, from any and all claims, causes of actions, suits, proceedings, and demands whatsoever in law or in equity, known or unknown, which the Summit Parties and Edmond/EPWA Parties had, ever had, or may have against the Bockus Payne Parties, whether known or unknown, anticipated or unanticipated, whether sounding in tort or in contract, for any losses, compensatory damages, punitive damages, treble damages, injuries, indemnity, expenses, attorneys' fees, costs, and compensation of every kind or nature, arising out of, connected directly or indirectly with or relating in any way to the issues giving rise to the Bockus Payne Lawsuit, the Bockus Payne Lawsuit itself, any claims relating to any transactions between the Bockus Payne Party and the Summit Parties, the Plans or Edmond/EPWA Parties use of such Plans and any claims that were or could have been brought for any matter arising out of the claims at issue herein.

9. **Termination of Any Remaining Relationship Between the Summit Parties and the Edmond/EPWA Parties.** The *Summit Parties* and the *Edmond/EPWA Parties* further agree that any existing contracts, contingent payment obligations, or existing lease agreements between or among Sean Jones, Summit, their respective agents, affiliates, related entities, parents, subsidiaries, current or former officers, directors, managers, shareholders, members, employees, heirs, executors, administrators, attorneys, insurers, representatives, successors and assigns, and Edmond and/or the EPWA, are cancelled and terminated as of the Effective Date without recourse.

10. **Mutual Non-disparagement.** At no time following the Effective Date shall the Parties (i) make any statements, or take any other actions *whatsoever*, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of any of the Parties or (ii) commit any other action that could likely injure, hinder or interfere with the business, business relationships or goodwill of any of the Parties. The Parties hereby represent and warrant that, prior to the Effective Date, no Party has committed any of the foregoing actions described in this Section 10.

11. **Costs and Attorney's Fees.** Each of the Parties shall bear their respective legal fees, costs and other litigation expenses related to the *Summit* Lawsuit and/or the *Bockus Payne* Lawsuit, and to the execution, delivery and performance of this Agreement.

12. **Covenant Not to Sue.** By executing this Agreement, each Party represents and covenants that it will not in the future commence any action or proceeding against another Party or Parties arising out of or related to the matters released hereunder, and will not seek or be entitled to any award of legal or equitable relief in any action or proceeding that may be commenced on its behalf in regard to any such released matters.

13. **Jurisdiction and Venue.** The Parties agree that any dispute arising hereafter related to this Agreement will be subject to the exclusive jurisdiction and venue of the District Court for Oklahoma County, State of Oklahoma.

14. **Full Authority, Party in Interest, and Binding Effect.** The undersigned individuals hereby represent and warrant that each is duly authorized and otherwise has full corporate authority to bind the Party(ies) on whose behalf s/he has executed this Agreement. Each Party represents and warrants that it is the sole party in interest in the claims, benefits, rights and obligations hereunder, and that no third party possesses any interest herein. This Agreement shall bind and inure to the benefit of the successors, assigns, employees, directors, officers, agents and representatives of each Party.

15. **General Provisions.**

a. *No Admission of Liability.* This Agreement is the result of a compromise and settlement of disputed claims among the Parties hereto, and neither the statements, agreements nor undertakings set forth herein shall constitute an admission of liability or wrongdoing by any party hereto.

b. *Complete Agreement.* This Agreement constitutes the entire agreement among the Parties with respect to the settlement of the *Summit* Lawsuit and the *Bockus Payne* Lawsuit and supersedes any and all prior negotiations, agreements, arrangements or understandings. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist pertaining to the settlement of the *Summit* Lawsuit and the *Bockus Payne* Lawsuit. This Agreement is intended to fully and finally dispose of the entire controversy among the Parties, including all claims, counterclaims, or causes of action that are currently asserted, or were capable of assertion, in the *Summit* Lawsuit and the *Bockus Payne* Lawsuit.

c. *No Coercion or Duress.* The decision to execute this Agreement by each party was (i) based solely on such party's respective judgment, belief and knowledge of the facts and allegations which have been made in the *Summit* Lawsuit and/or the *Bockus Payne* Lawsuit, and (ii) made upon the advice of each party's respective legal counsel.

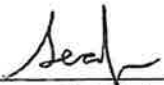
d. *Further Assurances.* Each of the Parties agrees to execute, or cause them or their respective legal counsel to take such actions and to execute, such other and further documents as may be necessary or appropriate to carry out the intent of this Agreement.

e. *Multiple Counterparts; Facsimile Signatures.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original for all purposes, but all of which shall constitute but one Agreement. Facsimile or electronic signatures hereon shall be deemed originals for all purposes.

f. *Binding Effect.* This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.

Executed the 20<sup>th</sup> day of December, 2023.

**The Summit Parties:**


  
\_\_\_\_\_  
Sean Jones, Individually

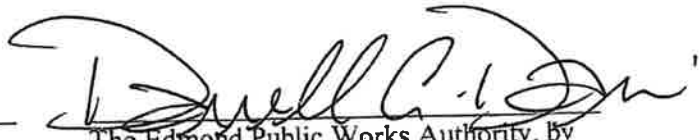
  
\_\_\_\_\_  
Summit Sports Partners, LLC, by Sean Jones,  
Manager

**The Bockus Payne Party:**

\_\_\_\_\_  
Bockus, Payne & Associates Architects, P.C.,  
by David Payne, President

**The Edmond/EPWA Parties:**

  
\_\_\_\_\_  
The City of Edmond, by Darrell A. Davis,  
Mayor

  
\_\_\_\_\_  
The Edmond Public Works Authority, by  
Darrell A. Davis, Chairman

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STATE OF Oklahoma )  
 ) ss.  
COUNTY OF Oklahoma )

Before me, the undersigned Notary Public in and for said County and State, this date personally appeared Sean Jones, personally known to me to be the person who executed the foregoing Settlement Agreement and Release in Full of All Claims, and being first duly sworn, acknowledged reading in full and fully understanding the foregoing Release, acknowledged the facts therein stated to be true and correct, and who further acknowledged the execution of the same as a voluntary act.

WITNESS my hand and seal this 20<sup>th</sup> day of December, 2023.

My Commission Expires:

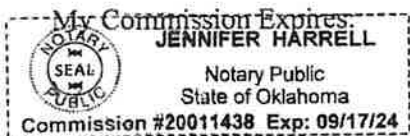


STATE OF Oklahoma )  
 ) ss.  
COUNTY OF Oklahoma )

Before me, the undersigned Notary Public in and for said County and State, this date personally appeared Darrell A. Davis, personally known to me to be the person who executed the foregoing Settlement Agreement and Release in Full of All Claims, and being first duly sworn, acknowledged reading in full and fully understanding the foregoing Release, acknowledged the facts therein stated to be true and correct, and who further acknowledged the execution of the same as a voluntary act.

WITNESS my hand and seal this 20<sup>th</sup> day of December, 2023.

Notary Public



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c. *No Coercion or Duress.* The decision to execute this Agreement by each party was (i) based solely on such party's respective judgment, belief and knowledge of the facts and allegations which have been made in the *Summit* Lawsuit and/or the *Bockus Payne* Lawsuit, and (ii) made upon the advice of each party's respective legal counsel.

d. *Further Assurances.* Each of the Parties agrees to execute, or cause them or their respective legal counsel to take such actions and to execute, such other and further documents as may be necessary or appropriate to carry out the intent of this Agreement.

e. *Multiple Counterparts; Facsimile Signatures.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original for all purposes, but all of which shall constitute but one Agreement. Facsimile or electronic signatures hereon shall be deemed originals for all purposes.

f. *Binding Effect.* This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.

Executed the \_\_\_ day of December, 2023.

**The Summit Parties:**

\_\_\_\_\_  
Sean Jones, Individually

\_\_\_\_\_  
Summit Sports Partners, LLC, by Sean Jones,  
Manager

**The Bockus Payne Party:**

  
\_\_\_\_\_  
Bockus, Payne & Associates Architects, P.C.,  
by David Payne, President

**The Edmond/EPWA Parties:**

\_\_\_\_\_  
The City of Edmond, by Darrell A. Davis,  
Mayor

\_\_\_\_\_  
The Edmond Public Works Authority, by  
Darrell A. Davis, Chairman

SETTLEMENT AGREEMENT AND  
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STATE OF Oklahoma )  
 ) ss.  
COUNTY OF Oklahoma

Before me, the undersigned Notary Public in and for said County and State, this date personally appeared David Payne, personally known to me to be the person who executed the foregoing Settlement Agreement and Release in Full of All Claims, and being first duly sworn, acknowledged reading in full and fully understanding the foregoing Release, acknowledged the facts therein stated to be true and correct, and who further acknowledged the execution of the same as a voluntary act.

WITNESS my hand and seal this 20<sup>th</sup> day of December, 2023.

Michelle F. Adkins  
Notary Public



My Commission Expires: April 18, 2027

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