FIRST ADDENDUM TO GATEWAY MORTGAGE GROUP, LLC OKLAHOMA QUALITY JOBS PROGRAM OKLAHOMA DEPARTMENT OF COMMERCE OKLAHOMA QUALITY JOBS AGREEMENT CONTRACT DATED EFFECTIVE JULY 1, 2016

WHEREAS, Gateway Mortgage Group, LLC (the "Company) (FEI # ' approved by the State of Oklahoma (the "State") acting by and through the Oklahoma Department of Commerce (the "Department") for participation in the Oklahoma Quality Jobs Program (the "Program") as evidenced by that certain Quality Jobs Agreement dated effective July 1, 2016 and;

WHEREAS, the Company changed legal name on May 3, 2019 to Gateway First Bank, retaining the same FEI #

WHEREAS, the Company acquired Farmers Exchange Bank (FEI# May 3, 2019, which had 35 employees on this date, and;

WHEREAS, the parties desire to amend the Quality Jobs Agreements effective May 3, 2019.

NOW THEREFORE, in consideration of the mutual promises, convenants, and terms herein, and other good, valuable and legal consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Section 1. Name Change. The Department and the Company agree to change the name on the Quality Jobs Agreement to Gateway First Bank (FEL" ive May 3, 2019.

Section 2. Baseline. The Department and the Company agree to increase the baseline to 237 as a result of acquisition of Farmers Exchange Bank.

Section 3. Sayings Clause, Except as otherwise stated herein the Quality Jobs Agreements remain in full force and effect and unabated.

IN WITNESS WHEREOF, the parties heroto have executed this Addendum effective as of May 3, 2019.

By:/	Trut 1/1
• ,	Brent Kisling/Executive Director
Gatev	vay Mortgage Group, LLC
By:	Michelle Woarette
	Signature Mi Chelle Chaque He Printed Name
	Printed Name
Title:	CHRU
Date:	5/15/19

STATE OF OKLAHOMA, acting by and through the ROVEL OKLAHOMA DEPARTMENT OF COMMERCE

OKLAHOMA QUALITY JOBS PROGRAM DEPARTMENT OF COMMERCE

JUL 1 2016

GATEWAY MORTGAGE GROUP, LLC 244 S. GATEWAY PL. JENKS. OK 74037 FEI#

This QUALITY JOBS AGREEMENT (the "Agreement"), is made and entered into by and between the State of Oklahoma (the "State"), acting by and through the Oklahoma Department of Commerce (the "Department"), and Gateway Mortgage Group, LLC, an Oklahoma limited liability company (the "Company") (FEI#

WITNESSETH:

WHEREAS, the Company has applied to the Department to receive incentive payments pursuant to the Oklahoma Quality Jobs Program Act, Title 68, §3601, et seq. of the Oklahoma Statutes (the "Quality Jobs Act"); and

WHEREAS, the State has approved the Company for participation in the Quality Jobs Act.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree, as follows:

ARTICLE I. OKLAHOMA QUALITY JOBS PROGRAM

Section 1.1 <u>Payments.</u> In accordance with the Quality Jobs Act, the State, acting by and through the Department hereby agrees to direct the Oklahoma Tax Commission (the "Commission") to make quarterly incentive payments to the Company, on the terms and conditions set forth in this Agreement. (All capitalized terms not defined in this Agreement shall have the same meanings given such terms in the Quality Jobs Act.)

Section 1.2 First Claim. The first claim for payments must be filed no later than three (3) years from the Project Start Date, which is defined in Section 3.2 and must begin with the first complete calendar quarter following the Project Start Date. If the Company fails to file claims as provided in this Section, it shall forfeit the right to receive any incentive payments after three (3) years from the Start Date.

Section 1.3 <u>Ten Year Period</u>. The ten-year period for receipt of the total incentive payments pursuant to this Agreement shall commence at the beginning of the calendar quarter for which the first incentive claim must be filed with the Commission and shall end upon the earlier to occur of ten years from such date or receipt by the Company of the Maximum Benefit pursuant to Section 1.6 (the "Ten Year Period").

Section 1.4 <u>Payroll Threshold</u>. The three-year period during which the Company must generate a minimum annual new payroll of \$2.5 million in gross taxable wages shall commence at the

beginning of the calendar quarter for which the first incentive claim must be filed with the Commission.

- Section 1.5 <u>Net Benefit Rate.</u> Payments made under this Agreement shall be in an amount equal to the Net Benefit Rate of 5.00% pursuant to Section 3603(A) (7) (a) of the Quality Jobs Act multiplied by the gross taxable payroll of New Direct Jobs for a calendar quarter at the location(s) of the Company in Oklahoma as set out in the Company's application (the "Establishment").
- Section 1.6 <u>Maximum State Benefit</u>. The Maximum Benefit that may be paid under the terms of this Agreement is \$1,788,649 (the "Maximum Benefit"). This amount is the Maximum Benefit the Company can receive from the State pursuant to this Agreement during the Ten Year Period and is based on the Company creating the New Direct Jobs as projected.
- Section 1.7 <u>Corporate Structure</u>. The Department may require that subsidiaries, affiliates and parent entities of the Company ("Related Entities") be made parties to this Agreement depending upon the Company's lines of business, ownership changes, status as a Basic Industry, change of locations and other business occurrences.

ARTICLE II. COMPANY'S OBLIGATIONS

COMPANY'S OBLIGATIONS

The Company acknowledges the terms of this Agreement and certifies its compliance with all the requirements of the Quality Jobs Act, including but not limited to:

- Section 2.1 <u>Payroll Threshold</u>. The Company projects that the annual gross new taxable payroll of the Establishment will meet or exceed \$2.5 million within 3 years of the calendar quarter for which the first incentive payment will be claimed.
- Section 2.2 <u>Full Time Equivalent Employment.</u> The Company agrees that at least eighty percent (80%) of New Direct Jobs will be filled by employees working thirty (30) or more hours per week.
- Section 2.3 <u>Basic Health Benefits Plan.</u> The Company will offer a Basic Health Benefits Plan in accordance with Section 3603(A) (1) (b) of the Quality Jobs Act, within 180 days of employment, to all employees in New Direct Jobs.
- Section 2.4 <u>Eligible Employees</u>. The Company will not claim any employees whose wages are not subject to Oklahoma income tax for purposes of determining New Direct Jobs.
- Section 2.5 Average Annual Wage. The Company will pay the individuals it employs in New Direct Jobs the lesser of an average annual wage of \$32,264 or an average annual wage that equals or exceeds the average county wage which on the effective date of this Agreement equals \$49,266. This requirement is not applicable to those New Direct Jobs located at Establishments in state-designated Opportunity Zones.
- Section 2.6 <u>Eligible Jobs</u>. The Company will report as New Direct Jobs only those types of jobs described and anticipated in the Company's application. New Direct Jobs shall be limited to those jobs directly comprising the corporate headquarters or directly related to manufacturing, maintenance, administrative, financial, engineering, surveying, geological or geophysical services performed by the Company. Under no circumstances shall employment relating to drilling or field

services be considered New Direct Jobs. Further, the Company agrees that any jobs which are new to the State, but not within a Basic Industry, shall be reported separately to the Commission as non-qualifying jobs and shall not be added to the Baseline Employment for purposes of determining the number of New Direct Jobs. In the event the Company acquires an on-going Oklahoma business, the employment positions of the acquired business will not count as eligible jobs for the life of this Agreement.

Section 2.7 <u>Origination Fee.</u> The Company hereby authorizes the Commission to deduct from its first incentive payment and pay the Department a \$1,000 origination fee.

Section 2.8 <u>Relocation.</u> If the Company moves from or expands into any location other than the Establishment, the Company will provide notice of the new address to the Department and the Commission within 90 days.

Article III. ADDITIONAL TERMS

Section 3.1 <u>Effective Date.</u> This Agreement will not be effective until signed by both parties and returned to the Department.

Section 3.2 <u>Project Start Date.</u> The Project Start Date is <u>March 10, 2016</u>. BENEFITS ARE BASED ON NEW GROSS TAXABLE PAYROLL FOR JOBS CREATED ABOVE BASELINE EMPLOYMENT ON OR AFTER THIS DATE FOR THE DURATION OF THIS AGREEMENT.

Section 3.3 <u>Baseline Employment</u>. The baseline employment is <u>202</u>. This number consists of <u>197</u> jobs which are existing permanent employees at the time of application and <u>5</u> jobs which are "non-qualifying" (temporary) baseline jobs. This number of non-qualifying jobs is the *maximum* number of jobs that may be designated in the baseline on any given claim throughout the life of the contract.

Section 3.4 <u>Projected Number of New Direct Jobs.</u> The Company projects <u>61</u> New Direct Jobs over the Ten Year Period.

Section 3.5 Return Receipt. PLEASE RETURN THIS AGREEMENT WITHIN 60 DAYS, FULLY EXECUTED, TO THE OKLAHOMA DEPARTMENT OF COMMERCE BY CERTIFIED MAIL, OR OTHER MEANS SPECIFIED BY THE DEPARTMENT, TO THE FOLLOWING ADDRESS:

OKLAHOMA DEPARTMENT OF COMMERCE GENERAL COUNSEL 900 NORTH STILES OKLAHOMA CITY, OKLAHOMA 73104-3234

Section 3.6 <u>Compliance</u>. The Company will fully comply with all of the rules and requirements of the Commission during the term of this contract to remain eligible to receive the benefits set forth herein. If the Company fails to fully comply with all of the rules and requirements of the Commission, the Commission has the right, in its sole discretion, to suspend payment of the incentive set forth herein until the Company is in compliance with all of the rules and requirements of the Commission.

ARTICLE IV. MISCELLANEOUS

- Section 4.1 Open Records. Upon receipt by the Department, this Agreement will be subject to public disclosure, in accordance with the provisions of the Oklahoma Open Records Act, Title 51, § 24A.1, et seq. of the Oklahoma Statutes.
- Section 4.2 <u>Applicable Law.</u> This Agreement and the payment of claims pursuant hereto shall be subject to all the requirements and restrictions of Oklahoma law whether or not set out specifically herein.
- **Section 4.3** <u>Assignments.</u> This Agreement may be assigned upon the Department's approval of the qualifications of the assignee and the Department's written agreement with the assignee. The Department shall, in no event, lower the Baseline Employment as set out in Section 3.3.
- Section 4.4 Quality Jobs Program Incentive Fund. The obligation of the State to make the incentive payments described in this Agreement shall be limited to the balance of any funds contained in the Quality Jobs Program Incentive Payment Fund established pursuant to the Quality Jobs Act. This Agreement does not create, and shall never be construed as creating, a debt, legal or moral, of the State of Oklahoma, or of any agency, authority or political subdivision thereof, or a personal obligation of any officer, agent or employee of the State.
- **Section 4.5 <u>False Claims.</u>** Section 3609 of the Quality Jobs Act makes it unlawful to willfully make a false application or claim under the Quality Jobs Act, and the Company represents that all information provided by the Company to the Department and used in the development of this Agreement are true and correct.
- Section 4.6 <u>Binding Effect</u>. The terms of this Agreement shall be binding upon the parties hereto, their successors and assigns.
- **Section 4.7** Compliance. The Department reserves the right to follow-up with the Company during the term of this Agreement to verify the Company's compliance with terms and conditions of the Agreement and/or the Quality Jobs Act.
- Section 4.8 Section Headings. The section headings contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

(the "Department")

Deby Snodgrass, Executive Director
GATEWAY NORTGAGE GROUP, LLC (the "Company") By: Signature Signature
Printed Name Title: Been fire West and & Comm/Common Date: 6/28 DO/C

STATE OF OKLAHOMA, acting by and through the OKLAHOMA DEPARTMENT OF COMMERCE

OKLAHOMA QUALITY JOBS PROGRAM DEPARTMENT OF COMMERCE MANAGER'S CERTIFICATE

GATEWAY MORTGAGE GROUP, LLC 244 S. GATEWAY PL. JENKS, OK 74037 FEI#

I, J. Kevin Stitt, do hereby certify that I am the duly appointed
Manager of Gateway Mortgage Group, LLC (the "Company"), a limited liability
company organized and existing under the laws of Oklahoma.
I further certify that I am duly appointed by the Members and legally hold the office
of Manager of the Company.

I further certify that as Manager I am authorized to act on behalf of the Company in signing legally binding contracts as set forth in the Operating Agreement of the Company. Such authority continues in full force and effect until revoked or modified by notice in writing by the Company.

IN WI	TNESS WHI	EREOF, I	have hereunto	set my	hand	as Manager	of	the
Company this _	29th	_ day of	June		, 20	16.		

Manager's Signature

Printed Name