# City of Lawton

## Lawton Economic Development Authority

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

## Special Meeting Agenda

**Thursday, March 26, 2026** | **2:00 PM** | **Lawton City Hall 3rd Floor Conference Room**

## Meeting Called to Order and Roll Call

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to City Staff. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

## Statement of Compliance with Oklahoma Open Meeting Act, 25 O.S. 301-314

## Business Items

1. Consider approving the minutes of the February 19, 2026, meeting.

2. Consider approving the January 2026 Financial Report from Hatch, Croke and Associates.

3. Consider and take action on the proposed 2026 budget for the Lawton Economic Development Authority.

4. Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 009 from Fisher59 Properties in the amount of $299,478.24 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.

5. Receive a presentation from Brett Walford, President of Fisher59 Properties, regarding the alleged fraudulent activity associated with Payment Application No. 3.

6. Consider authorizing the Executive Director to pay an invoice submitted by the City of Lawton in the amount of $522,156.30 to pay off the remaining principal and accrued interest pursuant to a City Series 2011 Promissory Note that provided funding to pay interest on the Authority's Economic Development Note, Series 2007, issued for the purpose of financing redevelopment activities for the downtown Phase IA - Project within

Increment District No. 1, City of Lawton.

7. Consider and take action on a Resolution approving a Real Estate Purchase and Sale Agreement for the acquisition of approximately 320 acres from the Comanche County Industrial Development Authority; authorizing the issuance of a promissory note for the deferred purchase price; waiving competitive bidding as permitted by law; and authorizing the Chairman or Vice Chairman to finalize and execute related documents.

8. Consider and take action on a Resolution approving a Term Sheet by and among the City of Lawton, the Lawton Economic Development Authority, and Firehawk Aerospace, Inc. for the development of an industrial manufacturing facility; authorizing the preparation, negotiation, and execution of definitive agreements consistent with the term sheet; authorizing the incurrence of indebtedness and issuance of evidences of indebtedness by the Lawton Economic Development Authority pursuant to 60 O.S. §176; waiving competitive bidding for such obligations; authorizing the preparation, negotiation, and execution of all documents related thereto; designating a trustee, paying agent or other service provider, if necessary, and providing that all authorizations related to indebtedness are subject to City Council approval.

9. Receive a Report from Herring Construction (CMAR) regarding progress on the Firehawk Aerospace construction project, consider authorizing the CMAR to begin preparing bid packages as necessary to complete the construction of the improvements to be funded by LEDA, obtaining bids for same in accordance with Article 2 of the CMAR Agreement and in accordance with the Oklahoma Competitive Bidding Act, and reporting to LEDA the results of any such bidding for award by a majority vote of the board, and take other action as deemed necessary.

10. Consider appointing a LEDA Representative to the LURA Downtown Revitalization Steering Committee.

**Reports**

1. Receive a report from the LEDA Executive Director

**Executive Session**

1. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of a pending investigation / claim concerning a fraudulent wire transfer and other related matters, and if necessary, take appropriate action in open session.

2. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to

economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities.

## Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

**Item Title:**
Consider approving the minutes of the February 19, 2026, meeting.

**Initiator:** Tammy Branstetter, Senior Deputy City Clerk

**Information Source:** Tammy Branstetter, Senior Deputy City Clerk

**Background:**
Minutes from the February 19, 2026, LEDA meeting have been drafted and are awaiting approval.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
Draft Minutes — 02.19.2026 LEDA Meeting

**Key Issues:**
N/A

**Funding Source:**
N/A

**Recommended Action:**
Approve the minutes of the February 19, 2026, meeting as presented.

**ATTACHMENTS:**
1. Draft LEDA Minutes 02.19.2026

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## Lawton Economic Development Authority

## Minutes

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## Meeting Called to Order and Roll Call

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Chairman Madigan called the meeting to order at 2:00 PM in the 3rd floor conference room of City Hall.

**ROLL CALL:**

**PRESENT:** David Madigan, Rick Walker, Larry Neal, Mark Brace, Ron Nance, Jason Hensley

**ABSENT:** Brandie Page, Kirby Brown, Randy Warren

**OTHERS PRESENT:** Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Tammy Branstetter, City Clerk's Office; Charlotte Brown, Deputy Director of Community Enrichment; Matthew Modeste, Hatch, Croke & Associates; Bernita Taylor, Quest of Oklahoma; Mike Ray, The Lawton Constitution

## Statement of Compliance with Oklahoma Open Meeting Act, 25 O.S. 301-314

Chairman Madigan confirmed with Branstetter that the meeting notice and agenda were posted by the City Clerk's Office as required by the Oklahoma Open Meetings Act.

## Business Items

1. Consider approving the minutes of the January 15, 2026, meeting.

A copy of the minutes from the January 15, 2026, meeting may be obtained from the City Clerk's Office upon request.

**Motion** by Walker, **Second** by Neal, to approve the minutes from the January 15, 2026, meeting as presented. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

2. Consider approving the December 2025 Financial Report from Hatch, Croke and Associates.

Matthew Modeste, Hatch, Croke & Associates, presented the December 2025 Financial Report. A copy of the report may be obtained from the City Clerk's Office upon request.

Modeste said the financials will start on page 17 of your agenda packets, your statement of net position on the current assets. We have your seven bank accounts, which total $6.8 million. Interest receivable—we received all of that in December, $392, with the $1,900 still outstanding. Property tax receivable for TIF Districts one through five—those were December property taxes, which were all received in January. No change in the AR state matching. So current assets, $7.8 million. No change in the fixed assets and no change in other assets. So your total assets, $12.3 million.

Modeste said next page, liabilities and net position. Total current liabilities, $186,979.84. There were no changes in the long-term liabilities. So if we look at the bottom of the page, the total liabilities and net position, $12.3 million.

Modeste said next page, page 19, statement of revenue and expenses — the combined statement. Hotel/motel tax, that was November hotel/motel tax, $22,085. Property tax—December property taxes, $430,531.63. So your total revenues, $452,616.63. Total expenses, $136,718.52. Interest income, $12,404.88. That gives you a change in net position of $328,302.99.

Modeste said the next page, the statement of cash flows. If we look at the bottom of the page, we will see that there was a net increase in cash of $71,527.54. If we add that to the cash at the beginning of the period, that gives us cash at December 31st of $6.8 million. Pages 21 to 26 of the agenda packet are the details of the combined expenses which we reviewed on page 20.

Walker said do we know what the explanation is for the year-over-year decrease? I mean, I'm sure the answer is, "Well, there were less people staying in hotels," but is there a reason behind it that we've discussed?

Rogalski said the hotel/motel tax should be fairly level, but what you can get sometimes is when it hits us. What line exactly are you looking at?

Walker said it's the very first line of page 19, the first column and second column.

Rogalski said there really is no reason for that, and I think they're staying very full.

Chairman Madigan said if memory serves me correct, they're doing a PIP, or Property Improvement Plan, at the hotel, so that could impact the facility, but it's a really good point to keep our eye on it and track it.

Walker said we can look at it next month, and if it catches up, then no big deal.

Chairman Madigan said I think it's also encouraging, I was going to mention, when you look at the property tax income for the six months compared to six months last year, it's a good trend. At least the collections are.

Modeste said as long as everybody keeps paying. That's the other factor that's the unpredictable factor, because that's what was actually collected, not billings.

Madigan said will you just take a look at that in a little more detail?

Rogalski said yes. This is the first time it's gone down. I'll actually call them and find out, but I'm hoping it is related to the fact that they were under construction.

**Motion** by Hensley, **Second** by Walker, to approve the December 2025 Financial Report as presented. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

3. Receive a year-end report from Quest of Oklahoma regarding STEM education provided pursuant to the Lawton Community STEM Program agreement with LEDA approved March 13, 2025.

Bernita Taylor, Quest of Oklahoma, provided a report regarding STEM education provided pursuant to the Lawton Community STEM Program agreement with LEDA. A copy of the report may be obtained from the City Clerk's Office upon request.

Ms. Taylor said hello everyone, thank you for your time, and I would just like to give the report. Basically, it's what we did and what we did with the money. Then at the end, there is a video—a visual of the kids.

Ms. Taylor said there are five STEM sites over the summer: Abundant Life, Red Shield Boys and Girls Club, Spread the Word, Powerhouse, and MIGHT. Abundant Life had 22 students, Red Shield had 67, Spread the Word had 24, Powerhouse had 30, and MIGHT had 30, for a total of 173 children.

Ms. Taylor reviewed the demographics. Ms. Taylor said this gives you a demographic of all the sites. These were all school-aged children: 93 African American, 40 White, 12 Hispanic, 2 Native American, and 26 others. So you see, we did serve a somewhat diverse group of children.

Ms. Taylor said the reason why we have these sites is that they are located in places where children do not get to participate in summer camps, so we can take the camp to them.

Ms. Taylor said you also supported the teen summer program, where they were hired, learned about career readiness, and they served at each one of those sites, both breakfast and lunch. So the children got hot meals—not sack lunches, not boxed cereal—but hot meals every day for breakfast and lunch, and the sites provided snacks. So for the teens, we had 11 African Americans, 8 White, and 5 others, for a total of 24. Now we had more that enrolled, but they took what they learned and went and got jobs, but this is the total that was consistent.

Ms. Taylor reviewed the number of meals served. In May, we served 108; in June 3,793; in July 4,183; in August 161. So most of the programs ran in June and July. MIGHT and the Boys and Girls Club ran as soon as school was out in May, and then MIGHT and the Boys and Girls Club and Harvest Plenty House of Prayer were in August. So the total meals served was 8,245.

Ms. Taylor reviewed money that was spent. Ms. Taylor said these numbers are not exact because, part of this, we didn’t get reimbursed for. The point of this slide is to show that the churches and the non-profits are vested. One number correlates with what was given from you all, and the other number shows what all the sites have paid in this summer to do the program. And that was not year-end — this was done before we received the last reimbursement from you.

Nance said so it's an all-day program, and basically all the kids are getting lunch.

Ms. Taylor said breakfast and lunch, and we serve real food — things like ribs, pork chops, chicken breast, green beans, corn — because we know for some of them, these are the only meals they're going to get.

Chairman Madigan said that $83,000 you referenced — where do the funds come from to make up the difference?

Ms. Taylor said the food expense is reimbursed from the summer feeding program. They don't give full reimbursement. You cannot make a profit on food programs. MIGHT is responsible for all food. Salaries, we only asked you all to pay for directors. We didn't ask you all to pay for all salaries. So, of course, they had to have more staff than directors. So this is the money for the other staff, for all combined sites. Building usage, we used the utility bills to come up with this amount here. You all gave $500 per site.

Chairman Madigan said so from this body's perspective, the funding that we provide truly goes to the program. We didn't pay for any food, right?

Ms. Taylor said yes, and that's the reason why I pulled it out, so that you can see that we're vested. We don't come to you and say, "pay for all of what we want to do", but we're willing to get in our own pockets. And most of these churches don’t have many members. My church, for example, we have 10 members. So my money that I spend comes out of MIGHT. The daycare — we get subsidy for our kids, and, as I said, the food comes from the summer feeding program. Most of these churches are small, but they are vested in their community and their children. They really appreciate what is done through you all in this grant. They all came, and their families came, to the City

Council meeting, filling up a lot of the City Council auditorium. If you were there, you know they did. Their parents spoke about how thankful they were for you all contributing to this.

Ms. Taylor requested that a video be played to give a visual of the kids who participated in the program. The video appeared to be malfunctioning and could not be played all the way through.

Ms. Taylor said the only thing you won't see is the STEM Lab, and I would love to host your meeting there one time. I know this has to be an open meeting, and we're okay with that, but you should see the three-, four-, and five-year-olds in the STEM Lab that you have provided. When Leidos came to see it, they could not believe that these kids are building Legos— you give them a picture, and they're building it. They're learning math at a high level for their age, doing all kinds of things because we're exposing them to science, technology, engineering, and math. Their parents are coming in with them because you all were willing to do this. We would like to put these STEM Labs in every one of those sites. The next site we have asked you to fund is the Boys and Girls Club so they can have a STEM Lab there. The other thing we asked you to fund: we have an engineer who will come down and teach our kids drones, coding, and other activities. He's going to go to all the sites and do really cool things with the kids. So that's my presentation, thank you.

No action was taken on this item.

4. Consider approving a joint resolution of the City of Lawton, the Lawton Economic Development Authority, and the Comanche County Industrial Development Authority acknowledging Westwin Elements, Inc.'s Written Notice of its Election Not to Proceed with the large-scale commercial refinery in Lawton, Oklahoma; approving a Notice of Termination of All Obligations under Part II of the Amended and Restated Redevelopment Agreement between the City, LEDA, CCIDA, and Westwin in accord with Resolution 25-01, approved on December 18, 2025, for the same purpose, but which was not a joint resolution.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the joint resolution may be obtained from the City Clerk's Office upon request.

Rogalski said as you recall, on December 18th, you were the first group to approve what we thought was the joint resolution. It actually was an earlier version, which was an individual resolution for LEDA only. The resolution you did approve allowed the Chairman to sign the letter, and the letter has already gone out. So this is truly just a housekeeping item. He can't sign the joint resolution unless you approve the joint resolution. So although the letter is already out, it's still legally better if we approve the joint resolution so you can sign that for the file.

**<u>Motion</u>** by Walker, **<u>Second</u>** by Hensley, to approve the joint resolution. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

5. Consider authorizing a committee to review, score, and make a recommendation regarding responses to an RFP for Banking Services issued by the Executive Director on February 6, 2026, with submittals being due and publicly opened on February 20, 2026, and further authorize the Chairman to execute an agreement with the recommended banking institution and make deposits of funds associated with the Lawton Downtown Economic Project Plan (currently TIF 1 and 2) in accordance therewith.

Richard Rogalski, LEDA Executive Director, provided background information on this item. A copy of the RFP for Banking Services issued by the Executive Director on February 6, 2026, may be obtained from the City Clerk's Office upon request.

Rogalski said at the last meeting, we talked about this a little bit. You all said, let's do an RFP. I think it was a good idea—the right thing to do. It's out there and due tomorrow. I felt like rather than come back as a body and try to review those, a lot of you probably can't review them, right? So we felt like having a subcommittee—hopefully without bankers on it—that could review the responses, make a recommendation, and then you just authorize the Chairman to sign an agreement with whoever they recommend. Basically, you're giving them the authority to pick the bank. And that's kind of what this is.

Chairman Madigan said so, I think it would be straightforward. Sorry those that don't work in the banking profession that you're going to be anointed to this working committee — Ron, Larry, Kirby Brown.

Nance said I'm pretty booked up on everything. It's going to be hard for me to take on something else.

Chairman Madigan said what do you think a good number is? We would probably need at least three, don't you think?

Hensley said at least three.

Rogalski said three is fine.

Chairman Madigan said Larry, will you agree to serve?

Neal said sure.

Chairman Madigan said we can tell Kirby that we've got to have him.

John Ratliff, City Manager, said there's also Councilman Warren, so that's three.

Chairman Madigan said somebody make a nomination for the third. We've got Kirby and Larry.

Walker said I'd say it be Warren.

**Motion** by Hensley, **Second** by Walker, to appoint Kirby Brown, Larry Neal, and Randy Warren to the review committee. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

6. Consider authorizing the Executive Director to pay an invoice submitted by the City of Lawton to pay off the remaining principal and accrued interest pursuant to a City Series 2011 Promissory Note that provided funding to pay interest on the Authority's Economic Development Note, Series 2007, issued for the purpose of financing redevelopment activities for the downtown Phase IA - Project within Increment District No. 1, City of Lawton.

Rogalski provided background information on this item. A copy of the invoice from the City of Lawton reflecting the remaining principal and accrued interest pursuant to the city series 2011 promissory note may be obtained from the City Clerk's Office upon request.

Rogalski said you all have seen this on your financials forever. It’s payable to the City of Lawton for the Downtown Plan—$414,322. That was the last principal that we were aware of. Somewhere during this last audit that the City did, they found a document that said there was supposed to be interest. So we did some more digging, and we actually found the promissory note, and there was supposed to be 2% interest. This started back in 2007, and it was originally a $600,000 line of credit to pay interest.

Rogalski said again, the purpose for it was that when we borrowed the money to start the Downtown Plan, LEDA had no money to pay the interest on that note. So money was borrowed from the City to pay interest on the note until there was revenue, and even then it was difficult. At any rate, there's good accounting of how it went up until somewhere around 2008, and then it just sort of stopped. As you can see on the invoice that Kristin put together, she simply carried that interest forward and applied it to the debt. We have included the promissory note and the spreadsheet where she showed the interest rate.

Rogalski said so the reason I brought this to you is that, since you have a little revenue now, I was considering whether you might start paying it off over time. But this one, having interest, makes it a little more interesting, since the value goes up. However, we are paying interest to the City, which is a little like paying interest to ourselves. So I wouldn’t say that this is a critical thing to pay off. I simply brought it forward because I wanted you all to know that we have been somewhat misled in our past understanding. It is a note that has accrued interest, and now it is $521,511.80.

Rogalski said according to Kristin, the money came from a couple of sources. It may have been an old CIP, and it was also probably the hotel/motel economic development fund. So if we pay that money back to the City, it would likely go back into those areas. My only hesitation is that we are working on the Downtown Plan again, and 2% to yourself is a pretty low and reasonable interest rate right now. If we had to borrow more money to do some of the work on the downtown, we might have wished we hadn't paid this back. I don't know the right decision, exactly.

Walker said are there terms on the note? When does it mature?

Rogalski said actually it matured in 2008. It turns out it was supposed to be a really short thing — or 12 maybe — but it was supposed to be a short thing. I don't know if some of you have been here long enough to know that Larry Mitchell started the Downtown Project. He was the City Manager at the time, and he was also the Director of LEDA. My involvement with the Downtown Project was that I helped with LURA—I was the Secretary of LURA. We were acquiring the property, and LEDA handled all of the financials. So I really had no idea—I mean, I knew that debt was there, but I thought it was just a fixed debt.

Walker said it sounds like it could be a consideration that we could pay the interest and then the note could be considered to be extended at some point maybe?

Rogalski said it's kind of up to the City. The City's not clamoring after us to pay it. I mean, I've always been trying to get these old things off our books. You paid LURA back last year, so this is one of those things that I was just bringing forward. If it wasn't for all the stuff that we'll talk about in executive session, I'd be like, yeah, just pay this back and get it off our books.

Brace said could we maybe reassess? Instead of just kicking the maturity down the road, could we maybe set up a repayment plan that could help us by not having to divvy up $521,000?

Rogalski said I think we can offer anything we want. I mean again, the City is not coming to us with a foreclosure notice.

Ratliff said well, it is an issue that we identified in the audit. Like you said, it's old debt. I'm not sure that I share your complete laissez-faire approach here, but I do think that that would be very reasonable, Mark.

Brace said just get us a payment plan that we think can accommodate both parties and then go from there.

Chairman Madigan said which I think both sides would be fine with additional documentation, right? Because we are dealing with the maturity of a promissory note.

Brace said let's do a document that extends it and outlines our terms.

Ratliff said yes — I think that's a prudent way to move forward.

Rogalski said what are you thinking about in terms of the number of years that you would pay this off?

Brace said five.

Rogalski said you all just give me some direction, and I'll draft something up, and we'll see if the City is amenable to it.

Brace said are we set to take action on this item?

Rogalski said yes. You do have the ability to take action, and you can add any floor amendments as you so choose.

Ratliff said and you can direct the Chairman.

**Motion** by Brace, **Second** by Neal, to direct the Chairman to negotiate terms with the City, and bring it back to the Authority for final approval. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

## Reports

1. Receive a report from the LEDA Executive Director

Rogalski said first of all, in terms of sales tax, the City has almost completely caught up in sales tax remittances. As you recall, there was an issue regarding the use tax and how much of the use tax should be included, so the City put that on pause for a little while. In January and February, they caught up from July through November of last year, so those funds are now in our bank account. That is actually good timing because you have a note payment on March 1st—interest only—of $256,000 and some change, and we actually have more than that in the account. I don't even have to make a transfer. We currently have about $414,000 in that account, so that is good to go. The City also submitted the matching funds request for January through June, which is now with the State Tax Commission. As soon as we get December remitted to us, we can then put together July through December and submit another matching request to the State. That one should go much faster since we no longer have the use tax issue. You also saw that we received revenue in January from TIFs one through five. We actually received revenue from TIF six in February, so we have now received revenue from all of our TIF districts—four through five being industrial, and six being Westwin. They paid half of their property tax, approximately $60,000 to $65,000. We have made the required distributions to the taxing authorities, and we will also make deposits to the STEM fund as well.

Rogalski said regarding the budget, I have a budget meeting with the City Manager on Monday, I believe. Over the last few years, I have prepared your budget on a calendar-year basis. It is somewhat awkward when coordinating with the City, but since we do not request funding from the City, it works. Your property taxes are annual, which is why I prefer doing it annually.

Rogalski said we sort of have the results for 2025 now. I had originally budgeted $4.8 million in revenue, but we only received $3.8 million. I had overstated two items. First, I overstated the property tax from TIF 2—I simply had an incorrect number, which was about $400,000 off. Second, the sales tax that was just received this year was not fully reflected, so there are about six months of sales tax that were not included. In that regard, the numbers are actually not very far off. Your expenses were quite a bit less—about $600,000 less than budgeted—so your net revenue was about $900,000. The budget was $1.3 million, but if you include the $600,000 that was not received until this month, we are actually very close when comparing budget to actual.

Rogalski said in preparing your budget, I'm budgeting your operating revenue and operating expenses. For example, with Fisher 59, payments are still being made, but those funds were provided to LEDA in a lump sum and are being paid out from that amount, so it is not really TIF revenue. It's TIF revenue when you pay the City back, but I took that out of this, because I'm just trying to do your operating revenue. These are your expenses that you have, and this is the operating revenue. And again, I thought that matched pretty well.

Rogalski said I put together 2026,  and now you're showing more revenue from the STEDI Project Plan. PepsiCo generates about $163,000, Fisher59 should be about the same number, and Westwin is very close to that at $157,000, according to their tax rate — we'll see how that comes out. TIF 3 is just staying steady at about $1.2 million, so your total revenue from the STEDI Plan is $1.7 million. Your total expenses from the STEDI Plan are—well, put it this way—you have about $575,000 that is basically over your expenses. Your total expenses are about $1,000,000, so you're really looking at about $575,000 in unallocated revenue, which is revenue that could be used to pay somebody back.

Rogalski said now, the way I did this, every one of the TIF districts that have an obligation—which is TIFs 4, 5, and 6—have obligations to the City, LEDC, or CCIDA, or a combination. Any excess revenue from those districts, I want to use to pay them back. So, that $575,000 really only comes from TIF 3 — that's still your source of funding. None of those funding agreements are set in stone. So again, this is one of those things where about $420,000 of that funding is kind of optional. And if the City were in agreement, say another project came up, you would have that additional revenue to make note payments. So you'd really have about $900,000 that you could use to fund land purchase, incentives, or whatever else. That would be income for that year.

Rogalski said for TIFs 1 and 2, there your revenue is increasing as well, but it's increasing by a very steady amount. You have about $3,500,000 in revenue—I adjusted the property tax to correct it. Your expenses are about $2,600,000 plus about another $180,000, so they're about $2,700,000. This leaves roughly $700,000 in excess revenue from TIFs 1 and 2, which is miraculous. I did a little digging, and about $300,000 of your property tax in TIF 1 comes from a single payer. Anybody want to know which payer that is?

Brace said I could guess. The FISTA Trust Authority.

Rogalski said the FISTA pays about $300,000 in payments in lieu of taxes. Now, obviously, TIF 1 is giant, so there are a lot more taxes than that. The way they do it is they put all the money into the bucket, and only the stuff that splashes out over that original amount we get. So I'm showing we get about $430,000.

Rogalski said what I'll do is I'll put together a little bit of a budget packet.

Brace said what is TIF 3?

Rogalski said TIF 3 is Republic Paperboard. We activated that with the STEDI Project Plan, and it has been our anchor the whole time. But again, now we actually have all the way through TIF 6. We have TIFs 3 through 6 in industrial centers that are paying. None of them are huge individually, but together they contribute an additional $420,000 of unobligated revenue that we can use to pay those other debts off.

Rogalski provided an update on Firehawk Aerospace. Rogalski said your Construction Manager at Risk, Ryan Herring, they've been meeting with those guys in their design team. They're well underway. It's an incredibly fluid project, because it's almost like they're building the plane while they're in the air. I met with George yesterday after the luncheon, and he showed me his schedule and his money stuff. But it was different than a week earlier when we met with him and Ryan. So it's just moving along. What I can tell you is that we're working on a term sheet with them, and we've been discussing it this whole time. But it keeps moving a little bit, because I think I mentioned to you before that the site improvements that will go into the land that you will own once we finish that purchase agreement with CCIDA are more than the $22 million that you have a grant for—significantly more. What we're working on is they're basically going to—it's almost like a capitalized lease, where they're prepaying lease payments, kind of forever, right? They'll probably be putting in $20 million or more of their own funds into the site. That's not equipment—that's in the site. We're very close on that, because they tend to break ground in March. So we'll probably—I imagine we may need a special meeting when I get everything together to get it approved. We also have the purchase agreement with CCIDA that is in their hands, and I believe it's going to be done, but they didn't have it quite reviewed before this meeting.

Brace said who are the architect and engineers?

Rogalski said I can't remember the architect—they're in Edmond. The architect and engineers were hired by Firehawk as well, and they're looking at $4.2 million in engineering fees because of the special fees they're working on with energetics. That's all prepaid to the lease as well. They're a great company to work with. Ryan is doing a very good job. He works with them very well—they have a great relationship. At the next meeting, I'll have Ryan come give you an update. We talked about it today, but it's just too fluid. There's nothing for him to really report other than that it's fluid.

## Executive Session

**Motion** by Walker, **Second** by Nance, to convene in executive session. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

The Authority convened in executive session at 2:45 PM and remained in executive session until 3:46 PM.

**Motion** by Walker, **Second** by Brace, to return to open session. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

1. Pursuant to Section 307(B)(3), Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of conferring on matters pertaining to the sale, purchase, lease, acquisition, or appraisal of real property and Section 307(C)(11), Title 25, Oklahoma Statutes, pertaining to economic development, including the transfer of property, financing, and the creation of a proposal to entice a business to locate within their jurisdiction if the public disclosure of which would violate the confidentiality of prospective business entities, and in open session, take action as necessary.

No action was taken on this item.

2. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the contract/employment of Richard Rogalski as Executive Director, and in open session take action as necessary.

**Motion** by Brace, **Second** by Walker, to appoint the Chairman and ask him to appoint a committee to develop a comprehensive compensation package for the Executive Director, Richard Rogalski, and bring it back to the Authority for approval. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

Chairman Madigan said this will be a committee of three.

## Adjournment

**Motion** by Walker, **Second** by Neal, to adjourn the February 19, 2026, meeting. **AYE:** Brace, Madigan, Nance, Neal, Hensley, Walker. **NAY:** None. **MOTION PASSED**.

The meeting adjourned at 3:49 PM.

**Item Title:**
Consider approving the January 2026 Financial Report from Hatch, Croke and Associates.

**Initiator:** Matthew Modeste - Hatch, Croke and Associates

**Information Source:** Matthew Modeste - Hatch, Croke and Associates

**Background:**
Matthew Modeste of Hatch, Croke & Associates has prepared the Authority's financial statements for January 2026, and they are now awaiting the Authority's review and approval.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
Financial Statements for the month of January 2026

**Key Issues:**
N/A

**Funding Source:**
LEDA

**Recommended Action:**
Approve the January 2026 Financial Report as presented.

**ATTACHMENTS:**
1. LEDA Financials January 2026

**Financial Statements**

**of**
**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**For the Periods Ended January 31, 2026 and 2025**

See Accountant's Compilation Report

# Hatch, Croke & Associates, P.C.

*417 SW C Avenue*
*Lawton, OK 73501*

*Certified Public Accountants*
*(580) 353-2122*
*Fax: (580) 353-2178*


To Board of Directors
LAWTON ECONOMIC DEVELOPMENT AUTHORITY
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of LAWTON ECONOMIC DEVELOPMENT AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of January 31, 2026, and January 31, 2025, and the related statement of revenue and expenses for the 1 month and 7 months ended January 31, 2026, and January 31, 2025, and the related statement of cash flows for the 1 month and 7 months ended January 31, 2026 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures, management discussion and analysis (MD&A), statement of changes in net assets, and required supplementary information required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Organization's net position, changes in net assets, and cash flows. Accordingly, the financials statements are not designed for those who are not informed about such matters.

**Supplementary Information**

The supplementary information contained in the departmental statements of revenue and expenses for the 1 month and 7 months ended January 31, 2026 and January 31, 2025, is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

**Other Matters**

While the financial statements are compiled in accordance with accounting principles generally accepted in the United States of America, their presentation is not.

We are not independent with respect to LAWTON ECONOMIC DEVELOPMENT AUTHORITY.

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.
Lawton, Oklahoma
March 5, 2026

## LAWTON ECONOMIC DEVELOPMENT AUTHORITY
### Statement of Net Position
### January 31, 2026 and 2025

### ASSETS

| | | As of Jan. 31, 2026 | | As of Jan. 31, 2025 | | Change | Pct |
|---|---|---|---|---|---|---|---|
| **Current Assets** | | | | | | | |
| Cash-IBC Downtown TIF #5500 | $ | 553,963.94 | $ | 227,232.01 | $ | 326,731.93 | 144 |
| Cash-IBC TIF 2 #0944 | | 1,726,268.89 | | 595,780.07 | | 1,130,488.82 | 190 |
| Cash-CNB STEDI TIF #7680 | | 1,794,334.29 | | 2,821,409.96 | | (1,027,075.67) | (36) |
| Cash-Arvest TIF 2 Escrow #6585 | | 0.00 | | 72,254.39 | | (72,254.39) | (100) |
| Cash-BOK TIF2 #58-1 Restricted | | 314,547.93 | | 195,688.06 | | 118,859.87 | 61 |
| Cash - CNB STEM #769 | | 451,898.69 | | 0.00 | | 451,898.69 | 0 |
| Cash-BOK 2019 Interest #58.2 | | 155.19 | | 0.00 | | 155.19 | 0 |
| Cash - CNB IntraFi | | 2,225,553.35 | | 0.00 | | 2,225,553.35 | 0 |
| Interest Receivable - BOK | | 570.67 | | 657.52 | | (86.85) | (13) |
| A/R - IBC | | 1,900.00 | | 0.00 | | 1,900.00 | 0 |
| Sales & Use Tax Receivable | | 170,273.48 | | 196.79 | | 170,076.69 | 999 |
| Property Tax Receivable TIF 1 | | 0.00 | | 2,452.00 | | (2,452.00) | (100) |
| Property Tax Receivable TIF 2 | | 193,253.00 | | 5,730.50 | | 187,522.50 | 999 |
| Property Tax Receivable TIF 3 | | 1,383.00 | | 0.00 | | 1,383.00 | 0 |
| Property Tax Receivable TIF 4 | | 0.00 | | 15,694.00 | | (15,694.00) | (100) |
| Property Tax Receivable TIF 6 | | 66,799.00 | | 0.00 | | 66,799.00 | 0 |
| A/R-State Matching Curr Yr | | 489,833.00 | | 279,608.34 | | 210,224.66 | 75 |
| A/R-State Matching Pr Yrs | | 586,905.02 | | 1,617,531.23 | | (1,030,626.21) | (64) |
| **Total Current Assets** | $ | 8,577,639.45 | $ | 5,834,234.87 | $ | 2,743,404.58 | 47 |
| **Fixed Assets** | | | | | | | |
| Land - Town Center Lot 3 & 8 | | 1,391,760.65 | | 1,376,188.00 | | 15,572.65 | 1 |
| Land - SW Bishop Rd 40 Acres | | 405,500.00 | | 405,500.00 | | 0.00 | 0 |
| **Total Fixed Assets** | | 1,797,260.65 | | 1,781,688.00 | | 15,572.65 | 1 |
| **Other Assets** | | | | | | | |
| N/R - Westwin Elements | | 2,700,000.00 | | 2,700,000.00 | | 0.00 | 0 |
| **Total Other Assets** | | 2,700,000.00 | | 2,700,000.00 | | 0.00 | 0 |
| **Total Assets** | $ | 13,074,900.10 | $ | 10,315,922.87 | $ | 2,758,977.23 | 27 |

See Accountant's Compilation Report

# LAWTON ECONOMIC DEVELOPMENT AUTHORITY
## Statement of Net Position
## January 31, 2026 and 2025

### LIABILITIES AND NET POSITION

| | As of Jan. 31, 2026 | As of Jan. 31, 2025 | Change | Pct |
|---|---|---|---|---|
| **Current Liabilities** | | | | |
| Accounts Payable | $ 20,254.13 | $ 7,320.00 | $ 12,934.13 | 177 |
| Accrued Interest Payable | 213,500.67 | 250,190.40 | (36,689.73) | (15) |
| TIF 3 Distributions Payable | 0.00 | 10,148.74 | (10,148.74) | (100) |
| TIF 4 Distributions Payable | 0.00 | 15,245.97 | (15,245.97) | (100) |
| **Total Current Liabilities** | $ 233,754.80 | $ 282,905.11 | $ (49,150.31) | (17) |
| **Long Term Liabilities** | | | | |
| N/P - CCIDA Westwin Project | 2,000,000.00 | 2,000,000.00 | 0.00 | 0 |
| N/P - Truist Financial | 20,745,000.00 | 22,550,000.00 | (1,805,000.00) | (8) |
| Payable to LURA-downtown plan | 0.00 | 466,392.25 | (466,392.25) | (100) |
| Payable to Repulic Paperboard | 4,104,228.00 | 0.00 | 4,104,228.00 | 0 |
| Payable to LEDC-TIF5 Incentive | 243,535.00 | 0.00 | 243,535.00 | 0 |
| Payable to LEDC-TIF4 Incentive | 160,000.00 | 160,000.00 | 0.00 | 0 |
| Payable to COL-TIF4 Incentives | 325,543.33 | 325,543.33 | 0.00 | 0 |
| Payable to COL - downtown plan | 414,322.00 | 414,322.00 | 0.00 | 0 |
| Payable to COL-Westwin Project | 1,000,000.00 | 1,000,000.00 | 0.00 | 0 |
| Payable to COL - Prof Fees | 0.00 | 6,420.00 | (6,420.00) | (100) |
| Payable to COL-Fisher59(TIF 5) | 1,770,310.30 | 0.00 | 1,770,310.30 | 0 |
| TIF2 Bricktown Brewery Escrow | 0.00 | 72,254.39 | (72,254.39) | (100) |
| **Total Long Term Liabilitie** | 30,762,938.63 | 26,994,931.97 | 3,768,006.66 | 14 |
| **Net Position** | | | | |
| Invested in Capital Assets | 1,797,260.65 | 1,781,688.00 | 15,572.65 | 1 |
| Net Position-Rest(BOK Cash) | 314,703.12 | 195,688.06 | 119,015.06 | 61 |
| Net Position-Restr(TIF 4 STEM) | 17,766.60 | 31,885.66 | (14,119.06) | (44) |
| Net Position-Restr(TIF 3 STEM) | 395,825.03 | 313,059.66 | 82,765.37 | 26 |
| Net Position-Restr(TIF 5 STEM) | 157.80 | 0.00 | 157.80 | 0 |
| Net Position - Unrestricted | (18,023,851.75) | (20,656,633.91) | 2,632,782.16 | (13) |
| Change in Net Position | (2,423,654.78) | 1,372,398.32 | (3,796,053.10) | (277) |
| **Total Net Position** | (17,921,793.33) | (16,961,914.21) | (959,879.12) | 6 |
| **Total Liabilities & Net** | $ 13,074,900.10 | $ 10,315,922.87 | $ 2,758,977.23 | 27 |

See Accountant's Compilation Report

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses - Combined**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| Hotel/Motel Tax | $ 19,579.00 | 1.75 | $ 0.00 | 0.00 | $ 162,061.00 | 5.96 | $ 159,622.00 | 8.19 |
| State of OK Matching Funds | 489,833.00 | 43.81 | 0.00 | 0.00 | 489,833.00 | 18.02 | 279,608.34 | 14.35 |
| Property Tax Income | 261,435.00 | 23.38 | 23,876.50 | 100.00 | 1,718,366.05 | 63.23 | 1,320,588.59 | 67.76 |
| Sales and Use Tax | 347,351.00 | 31.06 | 0.00 | 0.00 | 347,351.00 | 12.78 | 189,221.34 | 9.71 |
| **Total Revenue** | 1,118,198.00 | 100.00 | 23,876.50 | 100.00 | 2,717,611.05 | 100.00 | 1,949,040.27 | 100.00 |
| **Operating Expenses** | | | | | | | | |
| Advertising & Marketing | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 642.32 | 0.03 |
| Bank Charges | 2,500.00 | 0.22 | 0.00 | 0.00 | 2,535.00 | 0.09 | 35.00 | 0.00 |
| Development Assistance | 4,427,276.99 | 395.93 | 0.00 | 0.00 | 4,529,803.98 | 166.68 | 0.00 | 0.00 |
| Interest Expense | 42,700.13 | 3.82 | 50,038.08 | 209.57 | 306,331.49 | 11.27 | 350,266.58 | 17.97 |
| License Fee - Lawton Lodging | 13,052.67 | 1.17 | 0.00 | 0.00 | 130,406.66 | 4.80 | 86,895.34 | 4.46 |
| Mowing/Debris Removal | 0.00 | 0.00 | 0.00 | 0.00 | 3,040.00 | 0.11 | 1,280.00 | 0.07 |
| Office Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 140.61 | 0.01 |
| Professional Fees - Accountin | 1,275.00 | 0.11 | 900.00 | 3.77 | 8,875.00 | 0.33 | 9,015.00 | 0.46 |
| Professional Fees - Legal | 9,830.13 | 0.88 | 0.00 | 0.00 | 106,812.83 | 3.93 | 87,170.91 | 4.47 |
| Professional Fees - Other | 6,649.00 | 0.59 | 6,420.00 | 26.89 | 46,543.00 | 1.71 | 44,940.00 | 2.31 |
| STEM Community Events | 0.00 | 0.00 | 0.00 | 0.00 | 31,095.15 | 1.14 | 0.00 | 0.00 |
| TIF-Cache Public Schools | 0.00 | 0.00 | 3,219.01 | 13.48 | 23,455.21 | 0.86 | 17,644.88 | 0.91 |
| TIF-Comanche Cty Commissio | 0.00 | 0.00 | 6,176.36 | 25.87 | 16,309.35 | 0.60 | 20,506.19 | 1.05 |
| TIF-Comanche County Hlth De | 0.00 | 0.00 | 1,545.60 | 6.47 | 4,081.32 | 0.15 | 5,131.56 | 0.26 |
| TIF-Great Plains Tech Center | 0.00 | 0.00 | 9,207.18 | 38.56 | 24,312.57 | 0.89 | 30,568.87 | 1.57 |
| TIF - Lawton Public Schools | 0.00 | 0.00 | 5,246.56 | 21.97 | 0.00 | 0.00 | 5,246.56 | 0.27 |
| **Total Operating Expens** | 4,503,283.92 | 402.73 | 82,752.79 | 346.59 | 5,233,601.56 | 192.58 | 659,483.82 | 33.84 |
| **Operating Income** | (3,385,085.92) | (302.73) | (58,876.29) | (246.59) | (2,515,990.51) | (92.58) | 1,289,556.45 | 66.16 |
| Interest Income | 12,626.60 | 1.13 | 9,193.18 | 38.50 | 92,335.73 | 3.40 | 82,841.87 | 4.25 |
| **Total Other Income** | 12,626.60 | 1.13 | 9,193.18 | 38.50 | 92,335.73 | 3.40 | 82,841.87 | 4.25 |
| **Change in Net Positi** | $ (3,372,459.32) | (301.60) | $ (49,683.11) | (208.08) | $ (2,423,654.78) | (89.18) | $ 1,372,398.32 | 70.41 |

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# LAWTON ECONOMIC DEVELOPMENT AUTHORITY
## Statement of Cash Flows
## For the Period Ended January 31, 2026
## INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

| | 1 Month Ended Jan. 31, 2026 | 7 Months Ended Jan. 31, 2026 |
|---|---|---|
| **Cash Flow from Operating Activities** | | |
| Net Income (Loss) | $ (3,372,459.32) | $ (2,423,654.78) |
| Adjustments to Reconcile Cash Flow | | |
| Decrease (Increase) in Current Assets | | |
| Interest Receivable - BOK | (177.95) | 657.14 |
| A/R COL - Hotel/Motel Tax | 0.00 | 33,549.00 |
| A/R - IBC | 0.00 | (1,900.00) |
| Sales & Use Tax Receivable | (170,273.48) | 29,299.53 |
| Property Tax Receivable TIF 1 | 5,060.50 | 23,291.83 |
| Property Tax Receivable TIF 2 | (24,340.00) | (193,253.00) |
| Property Tax Receivable TIF 3 | 75,931.13 | (1,383.00) |
| Property Tax Receivable TIF 4 | 177,666.00 | 0.00 |
| Property Tax Receivable TIF 5 | 1,578.00 | 0.00 |
| Property Tax Receivable TIF 6 | (66,799.00) | (66,799.00) |
| A/R-State Matching Curr Yr | (489,833.00) | 726,065.01 |
| A/R-State Matching Pr Yrs | 0.00 | (29,692.61) |
| Increase (Decrease) in Current Liabilities | | |
| Accounts Payable | 4,074.83 | 880.37 |
| Accrued Interest Payable | 42,700.13 | 27,838.99 |
| TIF 3 Distributions Payable | 0.00 | (32,598.02) |
| **Total Adjustments** | (444,412.84) | 515,956.24 |
| **Cash Provided (Used) by Operations** | (3,816,872.16) | (1,907,698.54) |
| **Cash Flow From Investing Activities** | | |
| Sales (Purchases) of Assets | | |
| **Cash Flow From Financing Activities** | | |
| Cash (Used) or provided by: | | |
| N/P - Truist Financial | 0.00 | (1,805,000.00) |
| Payable to Repulic Paperboard | 4,104,228.00 | 4,104,228.00 |
| **Cash Provided (Used) by Financing** | 4,104,228.00 | 2,299,228.00 |
| **Net Increase (Decrease) in Cash** | 287,355.84 | 391,529.46 |
| **Cash at Beginning of Period** | 6,779,366.44 | 6,675,192.82 |
| **Cash at End of Period** | $ 7,066,722.28 | $ 7,066,722.28 |

See Accountant's Compilation Report

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses - Operations**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| **Operating Expenses** | | | | | | | | |
| Advertising & Marketing | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 642.32 | 0.00 |
| Bank Charges | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,535.00 | 0.00 | 0.00 | 0.00 |
| Interest Expense | 42,700.13 | 0.00 | 50,038.08 | 0.00 | 306,331.49 | 0.00 | 350,266.58 | 0.00 |
| Mowing/Debris Removal | 0.00 | 0.00 | 0.00 | 0.00 | 3,040.00 | 0.00 | 0.00 | 0.00 |
| Office Expense | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 140.61 | 0.00 |
| Professional Fees - Accountin | 1,275.00 | 0.00 | 900.00 | 0.00 | 8,875.00 | 0.00 | 9,015.00 | 0.00 |
| Professional Fees - Legal | 9,830.13 | 0.00 | 0.00 | 0.00 | 106,812.83 | 0.00 | 87,170.91 | 0.00 |
| Professional Fees - Other | 6,649.00 | 0.00 | 6,420.00 | 0.00 | 46,543.00 | 0.00 | 44,940.00 | 0.00 |
| STEM Community Events | 0.00 | 0.00 | 0.00 | 0.00 | 31,095.15 | 0.00 | 0.00 | 0.00 |
| **Total Operating Expens** | 62,954.26 | 0.00 | 57,358.08 | 0.00 | 505,232.47 | 0.00 | 492,175.42 | 0.00 |
| **Operating Income** | (62,954.26) | 0.00 | (57,358.08) | 0.00 | (505,232.47) | 0.00 | (492,175.42) | 0.00 |
| Interest Income | 12,626.60 | 0.00 | 9,193.18 | 0.00 | 92,335.73 | 0.00 | 82,841.87 | 0.00 |
| **Total Other Income** | 12,626.60 | 0.00 | 9,193.18 | 0.00 | 92,335.73 | 0.00 | 82,841.87 | 0.00 |
| **Change in Net Positi** | $ (50,327.66) | 0.00 | $ (48,164.90) | 0.00 | $ (412,896.74) | 0.00 | $ (409,333.55) | 0.00 |

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses-TIF District 1**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| Property Tax Income | $ 0.00 | 0.00 | $ 2,452.00 | 100.00 | $ 100,396.00 | 100.00 | $ 125,500.00 | 100.00 |
| **Total Revenue** | 0.00 | 0.00 | 2,452.00 | 100.00 | 100,396.00 | 100.00 | 125,500.00 | 100.00 |
| **Operating Expenses** | | | | | | | | |
| Bank Charges | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 | 0.03 |
| **Total Operating Expens** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 | 0.03 |
| **Operating Income** | 0.00 | 0.00 | 2,452.00 | 100.00 | 100,396.00 | 100.00 | 125,465.00 | 99.97 |
| **Change in Net Positi** | $ 0.00 | 0.00 | $ 2,452.00 | 100.00 | $ 100,396.00 | 100.00 | $ 125,465.00 | 99.97 |

See Accountant's Compilation Report

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses-TIF District 2**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| Hotel/Motel Tax | $ 19,579.00 | 1.86 | $ 0.00 | 0.00 | $ 162,061.00 | 10.56 | $ 159,622.00 | 13.79 |
| State of OK Matching Funds | 489,833.00 | 46.65 | 0.00 | 0.00 | 489,833.00 | 31.92 | 279,608.34 | 24.16 |
| Property Tax Income | 193,253.00 | 18.40 | 5,730.50 | 100.00 | 535,251.71 | 34.88 | 528,728.83 | 45.69 |
| Sales and Use Tax | 347,351.00 | 33.08 | 0.00 | 0.00 | 347,351.00 | 22.64 | 189,221.34 | 16.35 |
| **Total Revenue** | 1,050,016.00 | 100.00 | 5,730.50 | 100.00 | 1,534,496.71 | 100.00 | 1,157,180.51 | 100.00 |
| **Operating Expenses** | | | | | | | | |
| License Fee - Lawton Lodging | 13,052.67 | 1.24 | 0.00 | 0.00 | 130,406.66 | 8.50 | 86,895.34 | 7.51 |
| Mowing/Debris Removal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,280.00 | 0.11 |
| **Total Operating Expens** | 13,052.67 | 1.24 | 0.00 | 0.00 | 130,406.66 | 8.50 | 88,175.34 | 7.62 |
| **Operating Income** | 1,036,963.33 | 98.76 | 5,730.50 | 100.00 | 1,404,090.05 | 91.50 | 1,069,005.17 | 92.38 |
| **Change in Net Positi** | $ 1,036,963.33 | 98.76 | $ 5,730.50 | 100.00 | $ 1,404,090.05 | 91.50 | $ 1,069,005.17 | 92.38 |

See Accountant's Compilation Report

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses-TIF District 3**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| Property Tax Income | $ 1,383.00 | 100.00 | $ 0.00 | 0.00 | $ 836,675.34 | 100.00 | $ 496,309.76 | 100.00 |
| **Total Revenue** | 1,383.00 | 100.00 | 0.00 | 0.00 | 836,675.34 | 100.00 | 496,309.76 | 100.00 |
| **Operating Expenses** | | | | | | | | |
| Development Assistance | 4,320,240.00 | 999.00 | 0.00 | 0.00 | 4,320,240.00 | 516.36 | 0.00 | 0.00 |
| TIF-Cache Public Schools | 0.00 | 0.00 | 3,219.01 | 0.00 | 23,455.21 | 2.80 | 17,644.88 | 3.56 |
| TIF-Comanche Cty Commissio | 0.00 | 0.00 | 2,528.22 | 0.00 | 16,309.35 | 1.95 | 16,858.05 | 3.40 |
| TIF-Comanche County Hlth De | 0.00 | 0.00 | 632.67 | 0.00 | 4,081.32 | 0.49 | 4,218.63 | 0.85 |
| TIF-Great Plains Tech Center | 0.00 | 0.00 | 3,768.84 | 0.00 | 24,312.57 | 2.91 | 25,130.53 | 5.06 |
| **Total Operating Expens** | 4,320,240.00 | 999.00 | 10,148.74 | 0.00 | 4,388,398.45 | 524.50 | 63,852.09 | 12.87 |
| **Operating Income** | (4,318,857.00) | (999.00) | (10,148.74) | 0.00 | (3,551,723.11) | (424.50) | 432,457.67 | 87.13 |
| **Change in Net Positi** | $ (4,318,857.00) | (999.00) | $ (10,148.74) | 0.00 | $ (3,551,723.11) | (424.50) | $ 432,457.67 | 87.13 |

See Accountant's Compilation Report

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses-TIF District 4**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| Property Tax Income | $ 0.00 | 0.00 | $ 15,694.00 | 100.00 | $ 177,666.00 | 100.00 | $ 170,050.00 | 100.00 |
| **Total Revenue** | 0.00 | 0.00 | 15,694.00 | 100.00 | 177,666.00 | 100.00 | 170,050.00 | 100.00 |
| **Operating Expenses** | | | | | | | | |
| TIF-Comanche Cty Commissio | 0.00 | 0.00 | 3,648.14 | 23.25 | 0.00 | 0.00 | 3,648.14 | 2.15 |
| TIF-Comanche County Hlth De | 0.00 | 0.00 | 912.93 | 5.82 | 0.00 | 0.00 | 912.93 | 0.54 |
| TIF-Great Plains Tech Center | 0.00 | 0.00 | 5,438.34 | 34.65 | 0.00 | 0.00 | 5,438.34 | 3.20 |
| TIF - Lawton Public Schools | 0.00 | 0.00 | 5,246.56 | 33.43 | 0.00 | 0.00 | 5,246.56 | 3.09 |
| **Total Operating Expens** | 0.00 | 0.00 | 15,245.97 | 97.15 | 0.00 | 0.00 | 15,245.97 | 8.97 |
| **Operating Income** | 0.00 | 0.00 | 448.03 | 2.85 | 177,666.00 | 100.00 | 154,804.03 | 91.03 |
| **Change in Net Positi** | $ 0.00 | 0.00 | $ 448.03 | 2.85 | $ 177,666.00 | 100.00 | $ 154,804.03 | 91.03 |

See Accountant's Compilation Report

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**Statement of Revenue and Expenses-TIF District 5**
**For the Periods Ended January 31, 2026 and 2025**

| | 1 Month Ended Jan. 31, 2026 | Pct | 1 Month Ended Jan. 31, 2025 | Pct | 7 Months Ended Jan. 31, 2026 | Pct | 7 Months Ended Jan. 31, 2025 | Pct |
|---|---|---|---|---|---|---|---|---|
| **Revenue** | | | | | | | | |
| Property Tax Income | $ 0.00 | 0.00 | $ 0.00 | 0.00 | $ 1,578.00 | 100.00 | $ 0.00 | 0.00 |
| **Total Revenue** | 0.00 | 0.00 | 0.00 | 0.00 | 1,578.00 | 100.00 | 0.00 | 0.00 |
| **Operating Expenses** | | | | | | | | |
| Development Assistance | 107,036.99 | 0.00 | 0.00 | 0.00 | 209,563.98 | 999.00 | 0.00 | 0.00 |
| **Total Operating Expens** | 107,036.99 | 0.00 | 0.00 | 0.00 | 209,563.98 | 999.00 | 0.00 | 0.00 |
| **Operating Income** | (107,036.99) | 0.00 | 0.00 | 0.00 | (207,985.98) | (999.00) | 0.00 | 0.00 |
| **Change in Net Positi** | $ (107,036.99) | 0.00 | $ 0.00 | 0.00 | $ (207,985.98) | (999.00) | $ 0.00 | 0.00 |

See Accountant's Compilation Report

**Item Title:**
Consider and take action on the proposed 2026 budget for the Lawton Economic Development Authority.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Richard Rogalski - LEDA Executive Director

**Background:**
The proposed 2026 budget outlines anticipated revenues, expenditures, and strategic priorities for the Lawton Economic Development Authority, ensuring that LEDA can continue to fulfill its mission effectively. Approval of this budget will provide direction for financial management and resource allocation throughout the year, supporting LEDA's ongoing development initiatives.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
Proposed 2026 budget for the Lawton Economic Development Authority

**Key Issues:**
N/A

**Funding Source:**
TIF Revenue

**Recommended Action:**
Approve the proposed 2026 budget for the Lawton Economic Development Authority as presented.

**ATTACHMENTS:**
1. 2026 Budget Combined

# Lawton Economic Development Authority

## 2026 Calendar Year Budget

3/19/2026

| **Revenue:** | | |
|---|---|---|
| Downtown Project Plan Revenue: | $ | 3,480,000.00 |
| STEDI Project Plan Revenue: | $ | 1,687,179.00 |
| Other Revenue - ODFA-Firehawk: | $ | 22,000,000.00 |
| Total Revenue: | $ | 27,167,179.00 |

| **Expenses:** | | |
|---|---|---|
| Downtown Project Plan Expenses: | $ | 2,964,534.08 |
| STEDI Project Plan Expenses: | $ | 1,343,511.00 |
| Other Expenses - ODFA-Firehawk: | $ | 22,000,000.00 |
| Total Expenses: | $ | 26,308,045.08 |
| | | |
| **Net Revenue:** | **$** | **859,133.92** |

# 2026 TIF 1 and 2 Budget

3/19/2026

## Revenue

| | | |
|---|---|---|
| **TIF 1** | | |
| Property Tax | $ | 430,000.00 |
| | | |
| **TIF 2** | | |
| Hotel Motel | $ | 350,000.00 |
| Sales Tax | $ | 900,000.00 |
| Property Tax | $ | 550,000.00 |
| State Match 25 (Jan to Jun 2025) | $ | 625,000.00 |
| State Match 26 (Jul to Dec 2025) | $ | 625,000.00 |
| Total Expected Revenue | $ | 3,480,000.00 |

## Expenses

| | | |
|---|---|---|
| Lawton Lodging | $ | 233,333.33 |
| Truist Note Payment (Interest and Principal) | $ | 2,366,200.75 |
| Legal Fees for Development Agreements | $ | 110,000.00 |
| Administration Expenses Downtown Project (see below) | $ | 127,500.00 |
| | $ | 2,837,034.08 |

| | | |
|---|---|---|
| **Net Revenue over Expenses** | **$** | **642,965.92** |

| **Administration Expenses Downtown Project:** | | **Amount** |
|---|---|---|
| Accounting | $ | 15,000.00 |
| Professional Services | $ | 100,000.00 |
| Mowing | $ | 5,000.00 |
| BOK Trust Fee | $ | 2,500.00 |
| Miscellaneous | $ | 5,000.00 |
| Total (Estimate) | $ | 127,500.00 |
| Percent of Revenue | | 3.66% |

### Disposition of Cash Assets:

| | | |
|---|---|---|
| **From Financials 1/31/2026** | | |
| Cash IBC Downtown | $ | 553,963.94 |
| Cash IBC TIF 2 | $ | 1,726,268.89 |
| Cash BOK Restricted | $ | 314,547.93 |
| | | |
| **Total Downtown Project Plan Cash Assets** | **$** | **2,594,780.76** |
| | | |
| Payable to COL - Downtown Plan Old Debt | $ | 522,156.30 |
| | $ | 522,156.30 |
| | | |
| **Net Downtown Project Plan Cash Assets** | **$** | **2,072,624.46** |

# 2026 TIF Funds Draft Budget:

3/19/2026

## TIF 3 - Republic Paperboard

| | | |
|---|---|---|
| **Total Revenue:** | $ 1,200,000.00 | |
| **TIF 3 Specific Obligations:** | **Republic Assistance:** | |
| Original Amount: | $ 4,320,240.00 | |
| Amount Remaining: | $ 4,104,228.00 | |
| **Expenses:** | | |
| Dispursed Funds to Taxing Entities: | $ 120,000.00 | 10.00% |
| Adjusted STEM Funds: | $ 175,320.00 | 14.61% |
| Admin | $ 90,000.00 | 7.50% |
| Republic Assistance Annual Payment: | $ 216,012.00 | 18.00% |
| Unallocated Funds: | $ 598,668.00 | 49.89% |

## TIF 4 - Pepsico

| | | |
|---|---|---|
| **Total Revenue:** | $ 163,042.00 | |
| **TIF 4 Specific Obligations:** | **LEDC** | **COL** |
| Original Amount: | $ 160,000.00 | $ 570,339.98 |
| Amount Remaining: | $ 160,000.00 | $ 325,546.33 |
| **Expenses:** | | |
| Dispursed Funds to Taxing Entities: | $ 16,157.46 | 9.91% |
| Adjusted STEM Funds: | $ 24,929.12 | 15.29% |
| Admin | $ 12,228.15 | 7.50% |
| LEDC Upfront Assistance | $ 77,667.04 | 47.64% |
| City of Lawton Upfront Assistance | $ 32,060.22 | 19.66% |
| TIF 4 Unallocated Funds: | $ - | 0.00% |

## TIF 5 - Fisher59

| | | |
|---|---|---|
| **Total Revenue:** | $ 166,618.00 | |
| **TIF 5 Specific Obligations:** | **LEDC** | **COL** |
| Original Amount: | $ 243,535.00 | $ 1,770,310.30 |
| Amount Remaining: | $ 243,535.00 | $ 1,770,310.30 |
| **Expenses:** | | |
| Dispursed Funds to Taxing Entities: | $ 16,511.84 | 9.91% |
| Adjusted STEM Funds: | $ 25,475.89 | 15.29% |
| Admin | $ 12,496.35 | 7.50% |
| LEDC Upfront Assistance | $ 13,560.39 | 8.32% |
| City of Lawton Upfront Assistance | $ 98,573.52 | 60.46% |
| TIF 5 Unallocated Funds: | $ - | 0.00% |

## TIF 6 - Westwin Pilot

| | | |
|---|---|---|
| **Total Revenue:** | $ 157,519.00 | |
| **TIF 6 Specific Obligations:** | **CCIDA** | **COL** |
| Original Amount: | $ 1,800,000.00 | $ 900,000.00 |
| Amount Remaining: | $ 1,800,000.00 | $ 900,000.00 |
| **Expenses:** | | |
| Dispursed Funds to Taxing Entities: | $ 15,751.90 | 10.00% |
| Adjusted STEM Funds: | $ 23,013.53 | 14.61% |
| Admin | $ 11,813.93 | 7.50% |
| CCIDA Upfront Assistance | $ 71,293.10 | 43.73% |
| City of Lawton Upfront Assistance | $ 35,646.55 | 21.86% |
| TIF 5 Unallocated Funds: | $ - | 0.00% |

**Total STEDI Revenue:** **$ 1,687,179.00**

| **Other Anticipated Expenses:** | **Amount** |
|---|---|
| Legal Fees for Development Agreements | $ 140,000.00 |
| Accounting | $ 10,000.00 |
| Professional Services | $ 100,000.00 |
| Miscellaneous | $ 5,000.00 |
| Total (Estimate) | $ 255,000.00 |
| Admin Percent of Revenue | 6.82% |

**Total Unallocated Revenue:** **$ 343,668.00**

## Disposition of Cash Assets:

| | |
|---|---|
| **From Financials 1/31/2026** | |
| Cash CNB STEDI | $ 1,794,334.29 |
| Cash CNB IntrFi | $ 2,225,553.35 |
| Cash CNB STEM Restricted | $ 451,898.69 |
| | |
| **Total STEDI Project Plan Cash Assets** | **$ 4,471,786.33** |
| | |
| Fisher59 Project Funds Remaining | $ (1,199,681.15) |
| Fraud Loss | $ (224,840.34) |
| Payable to CCIDA- 320 Acres Purchase Agreement | $ (500,000.00) |
| | $ (1,924,521.49) |
| | |
| Net STEDI Project Plan Cash Assets | $ 2,547,264.84 |
| **Net STEDI Project Plan Unrestricted Cash Assets** | **$ 2,095,366.15** |

# 2026 Combined Operating Expenses:

3/19/2026

| Anticipated Operating Expenses: | Downtown | STEDI | Total |
|---|---|---|---|
| Legal Fees for Development Agreements | $ 110,000.00 | $ 140,000.00 | $ 250,000.00 |
| Accounting | $ 15,000.00 | $ 10,000.00 | $ 25,000.00 |
| Professional Services | $ 100,000.00 | $ 100,000.00 | $ 200,000.00 |
| Mowing | $ 5,000.00 | $ - | $ 5,000.00 |
| BOK Trust Fee | $ 2,500.00 | $ - | $ 2,500.00 |
| Miscellaneous & Supplies | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Total (Estimate) | $ 237,500.00 | $ 255,000.00 | $ 492,500.00 |

| Firehawk Accounting | Amount | |
|---|---|---|
| ODFA Grant Revenue: | $22,000,000.00 | |
| **Project Expenses:** | | |
| ODFA Fees | $ 46,000.00 | per agreement |
| Finance Charges and Interest (estimate) | $ 60,000.00 | ($3M for 4 mo @ 6%) |
| Construction Cost and CMAR Fees | $21,894,000.00 | |
| **Total Expenses:** | $22,000,000.00 | |

# Long Term Liability Report*

3/19/2026

| Liability | Begining Balance | 9/24/2024 | 3/18/2025 | 4/17/2025 | 1/13/2026 | Remaining Balance |
|---|---|---|---|---|---|---|
| Payable to CCIDA - 320 Acre Purchase | $ 1,100,000.00 | | | | | $ 1,100,000.00 |
| Payable to CCIDA - Westwin Project | $ 2,000,000.00 | | | | | $ 2,000,000.00 |
| Payable to COL-Westwin Project | $ 1,000,000.00 | | | | | $ 1,000,000.00 |
| Payable to LEDC-TIF 4 Incentive | $ 160,000.00 | | | | | $ 160,000.00 |
| Payable to COL-TIF 4 Incentives | $ 570,339.98 | $ (244,793.65) | | | | $ 325,546.33 |
| Payable to LEDC-TIF 5 Incentive | $ 243,535.00 | | | | | $ 243,535.00 |
| Payable to COL-TIF 5 Incentives | $ 1,770,310.30 | | | | | $ 1,770,310.30 |
| Payable to COL - STEDI Expense | $ 421,854.35 | $ (421,854.35) | | | | $ - |
| Payable to LURA-Downtown Plan | $ 466,392.25 | | | $ (466,392.25) | | $ - |
| Payable to COL - Downtown Plan (2%) | $ 522,156.30 | | | | | $ 522,156.30 |
| TIF 2 Bricktown Brewery Escrow | $ 85,652.27 | | $ (85,652.27) | | | $ - |
| Republic Paper Development Assistance | $ 4,320,240.00 | | | | $ (216,012.00) | $ 4,104,228.00 |
| | $ 12,660,480.45 | | | | | $ 11,225,775.93 |

* Truist Note not included in this report - see next page

# Long Term Liability Report - TRUIST NOTE

3/19/2026

## Lawton Economic Development Authority Sales Tax Revenue Refunding Note Federally Taxable Series 2021

Dated: 11/04/2021

Original Principal Amount: $ 27,090,000

Interest Rate: 2.4700%

**Annual Payment Dates**

1/2 Interest: 1-Mar-2026

1/2 Interest and Principal: 1-Sep-2026

| Year | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|
| Principal Payment | $ 1,850,000 | $ 1,900,000 | $ 1,945,000 | $ 1,995,000 | $ 2,045,000 | $ 2,095,000 |
| Interest Payment | $ 512,401.50 | $ 466,706.50 | $ 419,776.50 | $ 371,735.00 | $ 322,458.50 | $ 271,947.00 |
| Remaining Principal | $ 18,895,000 | $ 16,995,000 | $ 15,050,000 | $ 13,055,000 | $ 11,010,000 | $ 8,915,000 |

| Year | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|
| Principal Payment | $ 2,145,000 | $ 2,200,000 | $ 2,255,000 | $ 2,315,000 |
| Interest Payment | $ 220,200.50 | $ 167,219.00 | $ 112,879.00 | $ 57,180.50 |
| Remaining Principal | $ 6,770,000 | $ 4,570,000 | $ 2,315,000 | $ - |

**Item Title:**
Receive a report from the City of Lawton Department of Public Utilities and consider approving Pay Application 009 from Fisher59 Properties in the amount of $299,478.24 for the cost of public improvements associated with the construction of a new warehouse and distribution center made in accordance with the First Amended Redevelopment Agreement between LEDA and Fisher59 Properties, approved on January 14, 2025.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Willie Whisenhunt, Director, Michaela Bertoch, Administrative Assistant

**Background:**
Fisher59 Properties has submitted Pay Application No. 009 in the amount of $299,478.24 for eligible public improvements related to the construction of a new warehouse and distribution center. The request is made in accordance with the First Amended Redevelopment Agreement approved on January 14, 2025, and has been reviewed by the Department of Public Utilities for consideration by the Authority.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
Fisher59 Pay App 009

**Key Issues:**
N/A

**Funding Source:**
City of Lawton / LEDC

**Recommended Action:**
Approve Pay Application 009 from Fisher59 Properties in the amount of $299,478.24.

**ATTACHMENTS:**
1. Fisher 59 Pay App 009

# City of Lawton
## Public Utilities Department

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 212 Southwest 9th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

2/24/2026

Mr. Richard Rogalski, PE
LEDA Executive Director

RE: Fisher 59 Pay Application 009

Dear Mr. Rogalski:

All materials referenced in this pay request were confirmed to be on site. All work referenced in this pay request was completed prior to the request for payment. The work was inspected by Joe Castillo of SST Division of Public Utilities, City of Lawton. Attached are all documents for Pay Application 009 to be paid in the amount of $299,478.24.

If you have any questions, please contact my office at (580) 581-3405.

Sincerely,

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

# Fisher 59 Pay Request Evaluation

**CLAIM NO: 9**

**16-Feb**

| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G / C) | BALANCE TO FINISH (C-G) | RETAINAGE (IF VARIABLE RATE) | INVOICE PROVIDED YES/NO | INVOICE AMOUNT YES/NO | INVOICE PAID YES/NO | LIEN RELEASE PROVIDED YES/NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
| 1 | General Conditions | 54,155.00 | 53,349.96 | 1,489.60 | | 54,839.56 | 101% | -684.56 | 5,483.96 | - | $ 1,489.60 | | |
| 2 | Testing & InSpection | 58,750.00 | 0.00 | | | 0.00 | 0% | 58,750.00 | 0.00 | | | | |
| 3 | Earthwork | 279,479.00 | 235,685.00 | | | 235,685.00 | 84% | 43,794.00 | 23,568.50 | | | | |
| 4 | Site Utilities- Water/Sewer to building | 526,942.00 | 465,352.90 | | | 465,352.90 | 88% | 61,589.10 | 46,535.29 | | | | |
| 5 | Landscape & Irrigation | 42,263.00 | 0.00 | | | 0.00 | 0% | 42,263.00 | 0.00 | | | | |
| 6 | Site Concrete | 565,871.00 | 54,250.10 | 321,691.00 | | 375,941.10 | 66% | 189,929.90 | 37,594.11 | Y | $ 321,691.00 | Y, less retainage | Y |
| 7 | General Liability Insurance | 9,916.00 | 9,916.00 | | | 9,916.00 | 100% | 0.00 | 991.60 | | | | |
| 8 | Building Permit | 10,000.00 | 0.00 | | | 0.00 | 0% | 10,000.00 | 0.00 | | | | |
| 9 | Builders Risk Insurance | 1,586.00 | 1,586.00 | | | 1,586.00 | 100% | 0.00 | 158.60 | | | | |
| 10 | Project Contingency | 46,469.00 | 0.00 | | | 0.00 | 0% | 46,469.00 | 0.00 | | | | |
| 11 | Fee | 63,817.00 | 37,887.22 | 9,573.00 | | 47,460.22 | 74% | 16,356.78 | 4,746.02 | N | $ 9,573.00 | | |
| | Payment & Performance Bonds | 16,525.00 | 16,525.00 | | | 16,525.00 | 100% | 0.00 | 1,652.50 | | | | |
| CO1 | Change Order No 1 - Road Extension Bonds (MAINT) | 44,351.00 | 30,074.66 | | | 30,074.66 | 68% | 14,276.34 | 3,007.47 | | | | |
| | **TOTALS** | **$1,720,124.00** | **$904,626.84** | **$332,753.60** | **$0.00** | **$1,237,380.44** | 72% | **$ 482,743.56** | 123,738.04 | | | | |
| | | 10% Retainage | **90,462.68** | **33,275.36** | | | | | | | | | |

| | Bob Moore AMOUNT OWED | | | PSI Testing |
|---|---|---|---|---|
| | REQUEST | 10% RETAINAGE | AMOUNT TO BE PAID | AMOUNT TO BE PAID |
| 1 | $22,688.66 | $2,268.87 | $20,419.79 | |
| 2 | $352,142.11 | $35,214.21 | $316,927.90 | |
| 3 | $249,822.60 | $24,982.26 | $224,840.34 | |
| 4 | $59,905.71 | $5,990.57 | $53,915.14 | |
| 5 | $53,644.49 | $5,364.45 | $48,280.04 | |
| 6 | $22,692.79 | $2,269.28 | $20,423.51 | |
| 7 | $37,581.60 | $3,758.16 | $33,823.44 | |
| 8 | $106,148.88 | $10,614.89 | $95,533.99 | $ 11,503.00 |
| 9 | **$332,753.60** | **$33,275.36** | **$299,478.24** | |

2/23/2026

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

Date

| **Total Amount of Request** | |
|---|---|
| Bob Moore Construction | $ 299,478.24 |
| PSI Testing | $ - |
| **Total to be paid** | **$ 299,478.24** |

| PSI TESTING INVOICES | Invoice # | Amount |
|---|---|---|
| | | |
| **Total** | | **$ -** |

Fisher59

# Memo

**To:** Lawton Economic Development Authority (LEDA)

**From:** Brett Walford

**cc:** Richard Rogalski

**Date:** 2/9/26

**Re:** Request No: **09** – Lawton Redevelopment Agreement Reimbursement

---

In Summary:

Expenses included in this request are:

| | | |
|---|---|---|
| 1. Bob Moore Construction | $ | 299,478.24 |
| 2. Carlson Consulting Engineering | $ | 0.00 |
| 3. Eller & Dietric | $ | 0.00 |
| 4. PSI Testing | $ | 0.00 |
| 5. Project Management | $ | 0.00 |
| **Amount of reimbursement requested:** | **$** | **299,478.24** |

Thanks
Brett

## Schedule 2

## FORM OF REQUEST FOR REIMBURSEMENT

**(to be attached to the Application for Payment in the form of AIA G702/703)**

**TO: LAWTON ECONOMIC DEVELOPMENT AUTHORITY ("LEDA")**

The terms used in this Request for Reimbursement shall have the meanings ascribed to them in the Redevelopment Agreement by and among the City of Lawton, a municipal corporation ("City"), the Lawton Economic Development Authority ("LEDA"), a public trust having as its beneficiary the City of Lawton, the Lawton-Fort Sill Economic Development Corporation, an Oklahoma 501(c)(6) not-for-profit corporation ("LEDC"), and Fisher59 Properties, L.L.C., a Texas limited liabilitycompany, duly authorized to conduct business in the State of Oklahoma ("Redeveloper"), dated April 23, 2024, as thereafter amended by the First Amendment to Redevelopment Agreement dated **January 14, 2025** (collectively, the "Agreement"). LEDA is requested to make a Reimbursement in the amount set forth in this Request for the purposes set forth in the Agreement.

1. **REQUEST NO: 009**

2. LEDA is hereby requested to make a payment to the Redeveloper, reimbursing the Redeveloper, for a partial payment made to its general contractor for the costs incurred to date for the construction of the Public Improvements as indicated below (check or wire instructions).

3. **AMOUNT OF REIMBURSEMENT REQUESTED: $ 299,478.24**

4. In connection with this Request, Redeveloper hereby represents, warrants and certifies to LEDA that:

(a) the Redeveloper has paid the amount indicated in line 3 above, as evidenced by the attached documentation;

(b) the total amount of the Reimbursement set forth in line 3 above represents costs that were made or incurred and were necessary for the development and construction of the Public Improvements and were made or incurred in substantial accordance with the Construction Contract and the approved Plans;

(c) the amount paid or to be paid, as set forth in this Request, represents a part of the amount due and payable for actual construction costs of the Public Improvements and such payment was not paid in advance of the time, if any, fixed for payment and is being made in accordance with the terms of any contracts applicable to the Public Improvements and in accordance with usual and customary practice under existing conditions;

(d) no part of the amount set forth in line 3 above has been included within the costs referred to in any Request previously submitted to LEDA (which has been paid) under the provisions of the Agreement;

(e) the total amount of the Reimbursement requested in line 3 above is a proper charge against the Assistance in Development Financing and properly payable as a Reimbursement pursuant to the Agreement;

(f) the amount of Assistance in Development Financing remaining, after payment of the amount requested in this Request, will be sufficient to pay the entire costs of completing the Public Improvements in accordance with the Construction Contract, the approved Plans and permits therefor;

(g) the attached Application for Payment, as required by the Agreement is true and accurate;

(h) all bills are paid for which previous Requests were funded;

(i) all labor, services, and/or materials reflected in the attached invoices have been performed or furnished. Any materials not incorporated into the Public Improvements have been suitably stored and safeguarded and are insured.

(j) all construction to date has been performed in accordance with the approved Plans;

(k) there have been no changes in the approved Plans or the Construction Contract, except as previously approved by the City and LEDA in writing;

(l) there have been no changes in the time schedule within which the construction of the Public Improvements is to be complete;

(m) there is no extra work, labor or materials ordered or contracted for in excess of items and amounts reflected in the Construction Contract;

(n) all conditions to the disbursement of the Reimbursement as set forth in the Agreement have been fulfilled;

(o) no Event of Default has occurred and is continuing under the Agreement, and nothing has occurred to the knowledge of the Redeveloper that would prevent the performance of its obligations under the Agreement; and

(p) the representations and warranties of the Redeveloper set forth in the Agreement remain true and accurate.

Fisher59 Properties, L.L.C., a Texas limited liability company. hereby agrees to indemnify and hold harmless the Lawton Economic Development Authority, a public trust, for any and all damages which it may sustain on account of being compelled to pay or defend against the claim or lien of any laborer, materialman, contractor or subcontractor, which may hereafter be filed against the Property or Improvements for labor or materials furnished in connection with the Public Improvements, including attorney's fees and court costs expended in the defense of any such claim.

Executed this 16th day of February, 2026.

**FISHER59 PROPERTIES, L.L.C.,**
a Texas limited liability company

By: [signature]
Name: Brett Walford
Title: President of Properties

STATE OF TEXAS )
) ss.
COUNTY OF DENTON. )

Before me, a Notary Public in and for said State, on this 16 day of FEBRUARY, 2026, personally appeared BRETT WALFORD, to me known to be the identical person who subscribed the name of **FISHER59 PROPERTIES, L.L.C.**, to the foregoing instrument as its PRESIDENT, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

[signature]
Notary Public

My Commission number: 129718732
My Commission expires: MAY 19 2026

(SEAL)

MARCO ANTONIO CUEVAS
Notary Public, State of Texas
Comm. Expires 05-19-2026
Notary ID 129718732

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**THIS SECTION FOR APPROVAL BY LEDA**

Request for Reimbursement No. ___ approved this ____ day of __________, 202__

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust**

By: ______________________________
Executive Director

TO: (OWNER) **FISHER 59 PROPERTIES**
5050 West University Drive
Denton, TX 76207

FROM: (CONTRACTOR) **BOB MOORE CONSTRUCTION, INC.**
3611 William D Tate Avenue
Grapevine, TX 76051

CONTRACT FOR:

PROJECT: **FISHER 59 ROAD EXPANSION**
Gilbert Gibson Road
Lawton, OK 73501

VIA: (ARCHITECT) **GRAY DESIGN GROUP**
9 Sunnen Drive, Suite 110
Saint Louis, MO 63143

APPLICATION NO: **70295-09**
APPLICATION: Fisher 59 Road
PERIOD FROM: **1-Nov-25**
TO: **30-Nov-25**
ARCHITECT'S NO:

Contract Date: 11-Nov-24

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

| | | ADDITIONS | DEDUCTIONS |
|---|---|---|---|
| Change Orders approved in previous months by Owner: | | 44,351.00 | |
| Approved this Month | | | |
| Number | Date Approved | ADDITIONS | DEDUCTIONS |
| 2 | | 0.00 | |
| Totals | | 44,351.00 | 0.00 |
| Net change by Change Orders | | 44,351.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge Information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown is herein is now due.

CONTRACTOR: BOB MOORE CONSTRUCTION, INC.

By: [signature] Date: 12/8/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data compromising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

*Application is made for Payment, as shown below in connection with the Contract. Continuation Sheet, AIA Document G703 is attached.*

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | $ | 1,675,773.00 |
| 2. Net change by Change Orders | $ | 44,351.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | $ | 1,720,124.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | $ | 1,237,380.44 |
| 5. RETAINAGE: | | |
| a. 10% of Completed Work (Column D + E on G703) | $ | 123,738.05 |
| b. 10% of Stored Material (Column F on G703) | $ | 0 |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | $ | 123,738.05 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | $ | 1,113,642.39 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate) | $ | 814,164.15 |
| **8. CURRENT PAYMENT DUE** (Line 6 less Line 7) | **$** | **299,478.24** |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) | $ | 606,481.61 |

*STATE OF*: TEXAS, *COUNTY OF*: TARRANT

Subscribed and sworn to before me this 8th day of December 2025

Notary Public: Debra Kay Moore

DEBRA KAY MOORE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/08/29
NOTARY ID 5741003

My Commission expires: 11/08/2029

AMOUNT CERTIFIED

(Attached explanation if amount certified differs from amount applied for)
GABRIEL PROJECT MANAGEMENT, LLC

By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

*Continuation Sheet* — *AIA Document G703*

*AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing contractor's signed Certification is attached.*

*Project Name:* **Fisher 59 Road**
*Project #* **70295**

*Application : #* **70295-09** *Pay Period:* **11/1/2025** *To:* **11/30/2025** *Delay Days to Date:*

| Item No. | Description of Work | Scheduled Value: Original | Scheduled Value: Changes from Previous Applications | Scheduled Value: Change this Period | Scheduled Value: Current | Previous Application | This Application: Work in Place | This Application: Stored Material | Compltd & Stored to Date | % | Balance to Finish | Retainage 10% |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | General Conditions | 54,155.00 | | 684.56 | 54,839.56 | 53,349.96 | 1,489.60 | | 54,839.56 | 100% | 0.00 | 5,483.96 |
| | Testing & Inspection | 58,750.00 | | | 58,750.00 | 0.00 | | | 0.00 | 0% | 58,750.00 | 0.00 |
| | Earthwork | 279,479.00 | | | 279,479.00 | 235,685.00 | | | 235,685.00 | 84% | 43,794.00 | 23,568.50 |
| | Site Utilities - Water/Sewer to Building | 526,942.00 | | | 526,942.00 | 465,352.90 | | | 465,352.90 | 88% | 61,589.10 | 46,535.29 |
| | Landscape & Irrigation | 42,263.00 | | | 42,263.00 | 0.00 | | | 0.00 | 0% | 42,263.00 | 0.00 |
| | Site Concrete | 565,871.00 | | 9,778.00 | 575,649.00 | 54,250.10 | 321,691.00 | | 375,941.10 | 65% | 199,707.90 | 37,594.11 |
| | General Liability Insurance | 9,916.00 | | | 9,916.00 | 9,916.00 | | | 9,916.00 | 100% | 0.00 | 991.60 |
| | Building Permit | 10,000.00 | | | 10,000.00 | 0.00 | | | 0.00 | 0% | 10,000.00 | 0.00 |
| | Builders Risk Insurance | 1,586.00 | | | 1,586.00 | 1,586.00 | | | 1,586.00 | 100% | 0.00 | 158.60 |
| | Project Contingency | 46,469.00 | | (10,462.56) | 36,006.44 | 0.00 | | | 0.00 | 0% | 36,006.44 | 0.00 |
| | Fee | 63,817.00 | | | 63,817.00 | 37,887.22 | 9,573 | | 47,460.22 | 74% | 16,356.78 | 4,746.02 |
| | Payment & Performance Bonds | 16,525.00 | | | 16,525.00 | 16,525.00 | | | 16,525.00 | 100% | 0.00 | 1,652.50 |
| 1 | Road Extension Bonds: | | | | | | | | | | | |
| | BMC Bond Fee | | 6,163.66 | | 6,163.66 | 6,163.66 | | | 6,163.66 | 100% | 0.00 | 616.37 |
| | Premier Earthworks Bond Fee | | 15,225.00 | | 15,225.00 | 9,061.00 | | | 9,061.00 | 60% | 6,164.00 | 906.10 |
| | WW Builders Bond Fee | | 14,850.00 | | 14,850.00 | 14,850.00 | | | 14,850.00 | 100% | 0.00 | 1,485.00 |
| | Unused Bond Fee | | 8,112.34 | | 8,112.34 | 0.00 | | | 0.00 | 0% | 8,112.34 | 0.00 |
| | **Total** | **1,675,773.00** | **44,351.00** | **0.00** | **1,720,124.00** | **904,626.84** | **332,753.60** | **0.00** | **1,237,380.44** | **74%** | **482,743.56** | **123,738.05** |

# 70295 Fisher 59 Road Extension - Lawton, Oklahoma

| Pay Application 70295-09 | | | | | | | | November |
|---|---|---|---|---|---|---|---|---|
| **General Conditions** | | | | | | | | |
| Cost Code | BMC Description | Gabriel Description | Previously Billed | Billed This Application | Completed to Date | Retainage | Net | |
| 1-222 | Office Supplies | Safety Equipment - Hardhats, Glasses, Harnesses, Nets, Barricades, etc. | $ 1,248.53 | | $ 1,248.53 | $ 124.85 | $ - | |
| 1-200 | Job Container | Storage Trailer Rental | $ 467.62 | | $ 467.62 | $ 46.76 | $ - | |
| 1-220 | Office Trailer | Field Office or Trailer Rental | $ 4,811.17 | | $ 4,811.17 | $ 481.12 | $ - | |
| 1-450 | Temporary Telephone (Wi-Fi) | Telephone/Fax/Internet Service & Expense | $ 2,790.01 | | $ 2,790.01 | $ 279.00 | $ - | |
| 1-720 | Jobsite Technology | Technology Fee | $ 2,250.00 | | $ 2,250.00 | $ 225.00 | $ - | |
| 16-010 | Temporary Power | Temporary Power Service Usage | $ - | | $ - | $ - | $ - | |
| 1-400 | Temporary Water | Temporary Water | $ - | | $ - | $ - | $ - | |
| | Incl. with 1-222 | Field Ice, Cups & Water | $ - | | $ - | $ - | $ - | |
| 1-250 | Portable Toilets | Temporary Toilets | $ 4,969.11 | | $ 4,969.11 | $ 496.91 | $ - | |
| 2-550 | Daily Clean UP / Temp Labor | Weekly Cleanup (labor, material, and equipment) | $ 8,339.38 | $ 1,489.60 | $ 9,828.98 | $ 982.90 | $ 1,340.64 | |
| 6-600 | Final Cleaning | Final Cleanup | $ - | | $ - | $ - | $ - | |
| 1-710 | Dumpster Pulls | Debris Hauling/Removal | $ 3,063.50 | | $ 3,063.50 | $ 306.35 | $ - | |
| 2-031 | Equipment Rental | Equipment Rental - Air Compressors, Generators, Jack-Hammers, Welders, etc. | $ 20,537.28 | | $ 20,537.28 | $ 2,053.73 | $ - | |
| 1-560 | Courier Service (FedEx) | Courier Expense | $ 135.37 | | $ 135.37 | $ 13.54 | $ - | |
| 1-590 | Safety | Safety Program Implementation & Management | $ 1,697.17 | | $ 1,697.17 | $ 169.72 | $ - | |
| 2-020 | Layout & Staking | Survey & Layout | $ 2,465.82 | | $ 2,465.82 | $ 246.58 | $ - | |
| 1-765 | Photos / Aerial Photos | Jobsite Camera | $ 575.00 | | $ 575.00 | $ 57.50 | $ - | |
| | **Total General Conditions** | | **$ 53,349.96** | **$ 1,489.60** | **$ 54,839.56** | **$ 5,483.96** | **$ 1,340.64** | |
| **Subcontractors** | | | | | | | | |
| | | Testing & Inspection | $ - | $ - | $ - | $ - | $ - | |
| | | Earthwork - Premier Earthwork/Clear Fork | $ 235,685.00 | $ - | $ 235,685.00 | $ 23,568.50 | $ - | |
| | | Site Utilities - Water/Sewer to Building - Premier Earthwork | $ 465,352.90 | $ - | $ 465,352.90 | $ 46,535.29 | $ - | |
| | | Landscape & Irrigation | $ - | $ - | $ - | $ - | $ - | |
| | | Site Concrete | $ 54,250.10 | $ 321,691.00 | $ 375,941.10 | $ 37,594.11 | $ 289,521.90 | |
| | | General Liability Insurance | $ - | $ - | $ - | $ - | $ - | |
| | | Building Permit | $ - | $ - | $ - | $ - | $ - | |
| | | Payment & Performance Bonds | $ 16,525.00 | $ - | $ 16,525.00 | $ 1,652.50 | $ - | |
| | | Road Extension Bonds | $ 30,074.66 | $ - | $ 30,074.66 | $ 3,007.47 | $ - | |
| | **Total Subcontractors** | | **$ 801,887.66** | **$ 321,691.00** | **$ 1,123,578.66** | **$ 112,357.87** | **$ 289,521.90** | |
| | | General Liability Insurance | $ 9,916.00 | | $ 9,916.00 | $ 991.60 | $ - | |
| | | Building Permit | $ - | | $ - | $ - | $ - | |
| | | Builders Risk Insurance | $ 1,586.00 | | $ 1,586.00 | $ 158.60 | $ - | |
| | | Project Contingency | $ - | | $ - | $ - | $ - | |
| | **SUBTOTAL** | | **$ 866,739.62** | **$ 323,180.60** | **$ 1,189,920.22** | **$ 118,992.03** | **$ 290,862.54** | |
| | | Fee | $ 37,887.22 | $ 9,573.00 | $ 47,460.22 | $ 4,746.02 | $ 8,615.70 | |
| | **TOTAL** | | **$ 904,626.84** | **$ 332,753.60** | **$ 1,237,380.44** | **$ 123,738.05** | **$ 299,478.24** | |

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Fisher 59 Road Expansion**

Job No. **70295**

On receipt by the signer of this document of a check from **Fisher 59 Properties** (maker of check) in the sum of $**299,478.24** payable to **Bob Moore Construction, Inc.** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Fisher 59 Properties** (owner) located **1310 SW Gilbert Gibson Rd. - Lawton, OK 73501** (location) to the following extent: **General Contracting Services thru 11/30/2025** (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **Fisher 59 Properties** (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 12/8/2025

**BOB MOORE CONSTRUCTION, INC.**

By ______________________ (Signature)

**Mark Duvall, Executive Vice President** (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on 8th day of December 2025 to certify which witness by hand and seal of office.

DEBRA KAY MOORE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/08/29
NOTARY ID 5741003

Debra Kay Moore

Notary Public, State of Texas

CHASE



## Withdrawals and Debits *(continued)*

| *Ledger Date* | *Description* | *Amount* |
|---|---|---|
| 01/15 | Orig CO Name:Anheuser-Busch Orig ID:1430161000 Desc Date:Jan 26 CO Entry Descr:Pre-Auth Sec:CCD Trace#.111000028237594 Eed:260115 Ind ID:04282 556244 Ind Name:Fisher59 - Denton Trn: 0158237594Tc | 20,835.24 |
| 01/15 | Orig CO Name:S&W Payroll Orig ID:9539775001 Desc Date: CO Entry Descr:Collectionsec:CCD Trace#:021000028237596 Eed:260115 Ind ID:751669730 Ind Name:Fisher59 LLC Trn: 0158237596Tc | 8,526.20 |
| 01/15 | Orig CO Name:World Fuel Servi Orig ID:B760291977 Desc Date: CO Entry Descr:261156875 Sec:CCD Trace#:111000028237592 Eed:260115 Ind ID:Rct_Num_4765287 Ind Name:Fisher59, LLC Trn: 0158237592Tc | 6,526.42 |
| 01/15 | Orig CO Name:Sazerac Company, Orig ID:9720310180 Desc Date: CO Entry Descr:AR Cash Sec:PPD Trace#:091000018237590 Eed:260115 Ind ID:1401637 Ind Name:Fisher59 LLC Trn: 0158237590Tc | 546.56 |
| 01/15 | Orig CO Name:Fintech.Net Orig ID:65-0152732 Desc Date:011426 CO Entry Descr:Fintecheftsec:CCD Trace#:071000288237588 Eed:260115 Ind ID:75-1669730 Ind Name:Fisher59 - Denton Trn: 0158237588Tc | 397.65 |
| 01/15 | Orig CO Name:Oklahomataxpmts Orig ID:9Stofoktxp Desc Date: CO Entry Descr:OK Tax Pmtsec:CCD Trace#:021000028237561 Eed:260115 Ind ID:616135424Gntx Ind Name:Fisher59, LLC 99999_99999_Txp Trn: 0158237561Tc | 166.69 |
| 01/15 | Fedwire Debit Via: Umb Bk NA/101000695 A/C: Bmc Inc US Imad: 0115Mmqfmp2L033882 Trn: 0827900015Vb YOUR REF: NONREF | 299,478.24 |
| 01/16 | Deposited Item Returned 000106259 # of Items00002 | 809.24 |
| 01/16 | Deposited Item Returned 000101307 # of Items00002 | 657.86 |
| 01/16 | Orig CO Name:Sazerac Company, Orig ID:9720310180 Desc Date: CO Entry Descr:AR Cash Sec:PPD Trace#:091000015065014 Eed:260116 Ind ID:1401637 Ind Name:Fisher59 LLC Trn: 0165065014Tc | 252,828.79 |
| 01/16 | Orig CO Name:Mcbc USA LLC Orig ID:3262387410 Desc Date: CO Entry Descr:Corp Pymntsec:CTX Trace#:111000025064989 Eed:260116 Ind ID:10001400002431 Ind Name:0013Miller of Denton Trn: 0165064989Tc | 94,875.62 |
| 01/16 | Orig CO Name:Red Bull North A Orig ID:8954552870 Desc Date: CO Entry Descr:EDI Pymntssec:CTX Trace#:091000015065030 Eed:260116 Ind ID:01-500020011907 Ind Name:0009Fisher59 - Lawto EDI Trn: 0165065030Tc | 90,390.46 |
| 01/16 | Orig CO Name:Mcbc USA LLC Orig ID:3262387410 Desc Date: CO Entry Descr:Corp Pymntsec:CTX Trace#:111000025065003 Eed:260116 Ind ID:10001400002552 Ind Name:0009Miller of Denton Trn: 0165065003Tc | 59,137.41 |
| 01/16 | Orig CO Name:Crown Imports Ll Orig ID:1205300132 Desc Date:260116 CO Entry Descr:Payments Sec:CCD Trace#:021000025065024 Eed:260116 Ind ID:226506410122026 Ind Name:Fisher 59 (Denton) - T Nte*Zzz*92265064 92265064\ Trn: 0165065024Tc | 45,484.42 |
| 01/16 | Orig CO Name:Crown Imports Ll Orig ID:1205300132 Desc Date:260116 CO Entry Descr:Payments Sec:CCD Trace#:021000025065020 Eed:260116 Ind ID:226399210122026 Ind Name:Fisher 59 (Denton) - T Nte*Zzz*92263992 92263992\ Trn: 0165065020Tc | 44,535.68 |
| 01/16 | Orig CO Name:Crown Imports Ll Orig ID:1205300132 Desc Date:260116 CO Entry Descr:Payments Sec:CCD Trace#:021000025065018 Eed:260116 Ind ID:226399110122026 Ind Name:Fisher 59 (Denton) - T Nte*Zzz*92263991 92263991\ Trn: 0165065018Tc | 35,141.86 |

# APPLICATION FOR PAYMENT

To: Bob Moore Construction, Inc.
3611 William D. Tate Avenue
Grapevine, TX 76051

From: WW BUILDERS INC
2625 S Hwy 81
DUNCAN, OK 73533

Contract For: Paving/Sealants/Landscaping

Project: Fisher 59 Road

Application No.: 3
Period To: 11/30/25
Application Date: 11/23/25
Project No.: 70295
Contract Date: 11/19/24
Commitment: 70295-95895

APPROVED

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT AMOUNT | | $484,773.00 |
| 2. NET CHANGE BY CHANGE ORDERS | | $42,470.00 |
| 3. CONTRACT SUM TO DATE | | $527,243.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column G) | | $390,791.00 |
| 5. RETAINAGE | | |
| 10.00% of Completed Work (Columns D + E) | $39,079.10 | |
| 10.00% of Stored Materials (Columns F) | - | |
| Total Retainage (Line 5a + Line 5b OR Sum of Column I) | | $39,079.10 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | $351,711.90 |
| 7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $62,190.00 |
| 8. CURRENT PAYMENT DUE | | $289,521.90 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | $175,531.10 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months | $14,850.00 | $0.00 |
| Total approved this month | $27,620.00 | $0.00 |
| TOTALS | $42,470.00 | $0.00 |
| NET CHANGES by Change Orders | | $42,470.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by ths Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

## CONTRACTOR:

By: ______________ Date: ______________

State Of: ______________

County Of: ______________

Subscribed and sworn to before me this ______________ day of ______________

Notary Public: ______________

My commission expires: ______________

## ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data compromising this application, the Architect certifies to the owner that to the best of the Architects knowledge, information and belief the Work under the Architect's Contract has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $289,521.90

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

## ARCHITECT:

By: ______________ Date: ______________

The Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

WW BUILDERS INC

APPLICATION NO.: 3
APPLICATION DATE: 11/23/25
PERIOD TO: 11/30/25
PROJECT NO.: 70295

| | A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | WORK COMPLETED | | | | | | |
| COST CODE | ITEM NUM | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | 1 | Agg Base | $54,250.00 | $54,250.00 | - | - | $54,250.00 | 100.00% | - | $5,425.00 |
| | 2 | Sodding/Seeding | $42,263.00 | - | - | - | - | - | $42,263.00 | - |
| | 3 | Site Concrete W/Agg Base | $378,460.00 | - | $321,691.00 | - | $321,691.00 | 85.00% | $56,769.00 | $32,169.10 |
| | 4 | Flat Work Joint Sealing | $9,800.00 | - | - | - | - | - | $9,800.00 | - |
| 3-101 | 1 | (CO #001) | $14,850.00 | $14,850.00 | - | - | $14,850.00 | 100.00% | - | $1,485.00 |
| 3-101 | 1 | (CO #002) | $9,778.00 | - | - | - | - | - | $9,778.00 | - |
| 3-101 | 1 | (CO #003) | $17,842.00 | - | - | - | - | - | $17,842.00 | - |
| | | **PAYMENT TOTALS** | **$527,243.00** | **$69,100.00** | **$321,691.00** | **-** | **$390,791.00** | **74.12%** | **$136,452.00** | **$39,079.10** |

APPROVED

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: **Fisher 59 Road**
Job No. **70295**

On receipt by the signer of this document of a check from **Bob Moore Construction, Inc.** (maker of check) in the sum of **$289,521.90** payable to **WW BUILDERS INC** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Fisher 59 Properties** (owner) located at **1310 SW Gilbert Gibson Rd. Lawton, OK 73501** (location) to the following extent: **Paving/Sealants/Landscaping thru 11/30/25** (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **Bob Moore Construction, Inc.** (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 12.2.25

**WW BUILDERS INC** (Company name)

By ______________________ (Signature)

VP (Title)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned, a Notary Public on this 2ND day of DECEMBER, 2025 to certify which witness by hand and seal of office.

Marisa Saeger
Notary Public, State of Texas

MARISA SAEGER
Notary Public, State of Oklahoma
Commission # 22005629
My Commission Expires 04-21-2026

Subcontractor Conditional Waiver for Progress Payment

# 70295 Fisher 59 Road Extension - Lawton, Oklahoma

| Pay Application 70295-09 | | | | | | | November |
|---|---|---|---|---|---|---|---|
| General Conditions | | | | | | | |
| Cost Code | BMC Description | Gabriel Description | Previously Billed | Billed This Application | Completed to Date | Retainage | Net |
| 1-222 | Office Supplies | Safety Equipment - Hardhats, Glasses, Harnesses, Nets, Barricades, etc. | $ 1,248.53 | | $ 1,248.53 | $ 124.85 | $ - |
| 1-200 | Job Container | Storage Trailer Rental | $ 467.62 | | $ 467.62 | $ 46.76 | $ - |
| 1-220 | Office Trailer | Field Office or Trailer Rental | $ 4,811.17 | | $ 4,811.17 | $ 481.12 | $ - |
| 1-450 | Temporary Telephone (Wi-Fi) | Telephone/Fax/Internet Service & Expense | $ 2,790.01 | | $ 2,790.01 | $ 279.00 | $ - |
| 1-720 | Jobsite Technology | Technology Fee | $ 2,250.00 | | $ 2,250.00 | $ 225.00 | $ - |
| 16-010 | Temporary Power | Temporary Power Service Usage | $ - | | $ - | $ - | $ - |
| 1-400 | Temporary Water | Temporary Water | $ - | | $ - | $ - | $ - |
| | Incl. with 1-222 | Field Ice, Cups & Water | $ - | | $ - | $ - | $ - |
| 1-250 | Portable Toilets | Temporary Toilets | $ 4,969.11 | | $ 4,969.11 | $ 496.91 | $ - |
| 2-550 | Daily Clean UP / Temp Labor | Weekly Cleanup (labor, material, and equipment) | $ 8,339.38 | $ 1,489.60 | $ 9,828.98 | $ 982.90 | $ 1,340.64 |
| 6-600 | Final Cleaning | Final Cleanup | $ - | | $ - | $ - | $ - |
| 1-710 | Dumpster Pulls | Debris Hauling/Removal | $ 3,063.50 | | $ 3,063.50 | $ 306.35 | $ - |
| 2-031 | Equipment Rental | Equipment Rental - Air Compressors, Generators, Jack-Hammers, Welders, etc. | $ 20,537.28 | | $ 20,537.28 | $ 2,053.73 | $ - |
| 1-560 | Courier Service (FedEx) | Courier Expense | $ 135.37 | | $ 135.37 | $ 13.54 | $ - |
| 1-590 | Safety | Safety Program Implementation & Management | $ 1,697.17 | | $ 1,697.17 | $ 169.72 | $ - |
| 2-020 | Layout & Staking | Survey & Layout | $ 2,465.82 | | $ 2,465.82 | $ 246.58 | $ - |
| 1-765 | Photos / Aerial Photos | Jobsite Camera | $ 575.00 | | $ 575.00 | $ 57.50 | $ - |
| | **Total General Conditions** | | **$ 53,349.96** | **$ 1,489.60** | **$ 54,839.56** | **$ 5,483.96** | **$ 1,340.64** |
| Subcontractors | | | | | | | |
| | | Testing & Inspection | $ - | $ - | $ - | $ - | $ - |
| | | Earthwork - Premier Earthwork/Clear Fork | $ 235,685.00 | $ - | $ 235,685.00 | $ 23,568.50 | $ - |
| | | Site Utilities - Water/Sewer to Building - Premier Earthwork | $ 465,352.90 | $ - | $ 465,352.90 | $ 46,535.29 | $ - |
| | | Landscape & Irrigation | $ - | $ - | $ - | $ - | $ - |
| | | Site Concrete | $ 54,250.10 | $ 321,691.00 | $ 375,941.10 | $ 37,594.11 | $ 289,521.90 |
| | | General Liability Insurance | $ - | $ - | $ - | $ - | $ - |
| | | Building Permit | $ - | $ - | $ - | $ - | $ - |
| | | Payment & Performance Bonds | $ 16,525.00 | $ - | $ 16,525.00 | $ 1,652.50 | $ - |
| | | Road Extension Bonds | $ 30,074.66 | $ - | $ 30,074.66 | $ 3,007.47 | $ - |
| | **Total Subcontractors** | | **$ 801,887.66** | **$ 321,691.00** | **$ 1,123,578.66** | **$ 112,357.87** | **$ 289,521.90** |
| | | General Liability Insurance | $ 9,916.00 | | $ 9,916.00 | $ 991.60 | $ - |
| | | Building Permit | $ - | | $ - | $ - | $ - |
| | | Builders Risk Insurance | $ 1,586.00 | | $ 1,586.00 | $ 158.60 | $ - |
| | | Project Contingency | $ - | | $ - | $ - | $ - |
| | **SUBTOTAL** | | **$ 866,739.62** | **$ 323,180.60** | **$ 1,189,920.22** | **$ 118,992.03** | **$ 290,862.54** |
| | | Fee | $ 37,887.22 | $ 9,573.00 | $ 47,460.22 | $ 4,746.02 | $ 8,615.70 |
| | **TOTAL** | | **$ 904,626.84** | **$ 332,753.60** | **$ 1,237,380.44** | **$ 123,738.05** | **$ 299,478.24** |

**BOB MOORE CONSTRUCTION, INC.**
3611 WILLIAM D TATE AVENUE
GRAPEVINE, TX 76051
(817) 640-1200

UMB BANK, N.A.
KANSAS CITY, MISSOURI

18-69
1010

5473

| DATE | CHECK NO. | AMOUNT |
|---|---|---|
| January 20, 2026 | 5473 | $****289,521.90 |

Pay: *********************************289* thousand *521* dollars and 90 cents

PAY TO THE ORDER OF
WW Builders, Inc.
2625 US 81 South
Duncan, OK 73533

⑈005473⑈ ⑆101000695⑆ ⑈9872767357⑈

ENDORSE CHECK HERE

X

PAY TO THE ORDER OF
BANK OF COMMERCE
DUNCAN, OK 73534-0070
1031112992
FOR DEPOSIT ONLY
W.W. BUILDERS, INC.
CHECK HERE IF MOBILE DEPOSIT
DO NOT SIGN/WRITE/STAMP BELOW THIS LINE

For Deposit Only
WW BUILDERS INC
WW BUILDERS INC
2026-02-11 14:53
088684812З

## Check Information

Check Number:0000005473
Account Number:9872767357
Amount:$289521.90
Post Date:2026-02-12
R/T:101000695
DIN:84180796

Return Reason:N/A

City Of Lawton

| | | | | | |
|---|---|---|---|---|---|
| Report Date: | Nov 18, 2025 | Day of Week: | Tuesday | Prepared by: | JOE CASTILLO |
| Job Number: | | Job Location: | 1310 SW Gilbert Gibson Rd. | | |
| Notice to Proceed: | | Start Date: | | | |
| Prime Contractor: | | | | Superintendent Name: | |
| Contractor's Phone: | | | | Superintendent's Cell: | |
| Weather Conditions: | High (°F): | | Low (°F): | | Precipitation ("): |
| Weather Remarks: | | | | | |
| Site Conditions: | | | | | |

Work Performed: First road pour, started on the west side with the cul-de-sac and worked east. Poured to the inlet on the northern half of the road. Poured the approach on the west side of the project.

Installed Piping Items:

Testing Performed:

| | N/A | Yes | No |
|---|---|---|---|
| Remarks and Issues: | | | |

| | | | |
|---|---|---|---|
| Has APE boundaries been mark: | Yes | No | If No, please explain: |
| Attachments (if any): | | | |

| LABOR FORCE | | | EQUIPMENT | | |
|---|---|---|---|---|---|
| Name of Crew Member | Classification | Time In-Out | Description | Equipment ID No. | Hours on Site |
| | | | | | |
| | | TOTAL MACHINE HOURS | | | |

City Of Lawton

| | | | | | |
|---|---|---|---|---|---|
| Report Date: | Nov 19, 2025 | Day of Week: | Wednesday | Prepared by: | JOE CASTILLO |
| Job Number: | | Job Location: | 1310 SW Gilbert Gibson Rd. | | |
| Notice to Proceed: | | Start Date: | | | |
| Prime Contractor: | | | | Superintendent Name: | |
| Contractor's Phone: | | | | Superintendent's Cell: | |
| Weather Conditions: | High (°F): | | Low (°F): | | Precipitation ("): |
| Weather Remarks: | | | | | |
| Site Conditions: | | | | | |

Work Performed: Second road pour, started from the cul-de-sac headed east on the south side of the road. Poured to the eastern approach.

Installed Piping Items:

Testing Performed:

| | N/A | Yes | No |
|---|---|---|---|
| Remarks and Issues: | | | |

Has APE boundaries been mark: Yes No If No, please explain:

Attachments (if any):

| LABOR FORCE | | | EQUIPMENT | | |
|---|---|---|---|---|---|
| Name of Crew Member | Classification | Time In-Out | Description | Equipment ID No. | Hours on Site |
| | | | | | |
| | | | TOTAL MACHINE HOURS | | |

City Of Lawton

| | | | | | |
|---|---|---|---|---|---|
| **Report Date:** | Nov 20, 2025 | **Day of Week:** | Friday | **Prepared by:** | JOE CASTILLO |
| **Job Number:** | | **Job Location:** | 1310 SW Gilbert Gibson Rd. | | |
| **Notice to Proceed:** | | **Start Date:** | | | |
| **Prime Contractor:** | | | | **Superintendent Name:** | |
| **Contractor's Phone:** | | | | **Superintendent's Cell:** | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Weather Conditions:** | **High (°F):** | | **Low (°F):** | | **Precipitation ("):** | |
| **Weather Remarks:** | | | | | | |
| **Site Conditions:** | | | | | | |

**Work Performed:** Third road pour, started from the curb inlet headed east on the north side of the road. Poured to match the southern road pour. Tailgated this pour.

**Installed Piping Items:**

**Testing Performed:**

| | N/A | Yes | No |
|---|---|---|---|
| **Remarks and Issues:** | | | |

| | | | |
|---|---|---|---|
| **Has APE boundaries been mark:** | Yes | No | **If No, please explain:** |
| **Attachments (if any):** | | | |

| LABOR FORCE | | | EQUIPMENT | | |
|---|---|---|---|---|---|
| **Name of Crew Member** | **Classification** | **Time In-Out** | **Description** | **Equipment ID No.** | **Hours on Site** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | TOTAL MACHINE HOURS | | |

**Item Title:**
Receive a presentation from Brett Walford, President of Fisher59 Properties, regarding the alleged fraudulent activity associated with Payment Application No. 3.

**Initiator:** John Ratliff, City Manager, Richard Rogalski - LEDA Executive Director

**Information Source:** Brett Walford - Fisher59 Properties

**Background:**
Brett Walford, President of Fisher59 Properties, will provide a presentation regarding concerns of alleged fraudulent activity associated with Payment Application No. 3. This presentation is intended to inform the Lawton Economic Development Authority of the circumstances, supporting documentation, and any potential implications for ongoing projects and financial oversight.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
N/A

**Key Issues:**
N/A

**Funding Source:**
N/A

**Recommended Action:**
Receive the presentation from Mr. Walford. No action is required.

**ATTACHMENTS:**
None

**Item Title:**
Consider authorizing the Executive Director to pay an invoice submitted by the City of Lawton in the amount of $522,156.30 to pay off the remaining principal and accrued interest pursuant to a City Series 2011 Promissory Note that provided funding to pay interest on the Authority's Economic Development Note, Series 2007, issued for the purpose of financing redevelopment activities for the downtown Phase IA - Project within Increment District No. 1, City of Lawton.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Chandra Young, Kristin Huntley, Deputy Director

**Background:**
In 2007, the Authority issued its Economic Development Note, Series 2007, to finance redevelopment activities for the Downtown Phase IA Project within Increment District No. 1, City of Lawton. In 2011, the City of Lawton issued a Series 2011 Promissory Note to provide funding to pay interest associated with that obligation.

While the principal debt has been on LEDA's books, it was not known until recently that the Promissory Note included a 2% interest rate.

The City has now submitted an invoice for payment of the remaining principal and accrued interest due under the Series 2011 Promissory Note. This item is presented for consideration of authorizing the Executive Director to remit payment in satisfaction of that outstanding obligation.

At the February 19, 2026, LEDA meeting, direction was given to coordinate with the City of Lawton regarding a repayment plan. Following discussions with City Management, it was determined that the City prefers full repayment of the amount owed.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
LEDA Promissory Note, City Series 2011
City of Lawton Invoice #107619

**Key Issues:**
N/A

**Funding Source:**
Downtown TIF Revenue

**Recommended Action:**
Authorize the Executive Director to pay the invoice submitted by the City of Lawton in the amount of $522,156.30.

**ATTACHMENTS:**

1. Promissory Note
2. LEDA - City of Lawton Invoice #107619

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**
**PROMISSORY NOTE, CITY SERIES 2011**

**Dated:** October __, 2011 **Principal Amount:** $600,000

LAWTON ECONOMIC DEVELOPMENT AUTHORITY (the "Authority"), an Oklahoma public trust created pursuant to a written Trust Indenture dated as of December 15, 1992 for the use and benefit of the City of Lawton, Oklahoma (the "City"), under the authority of and in accordance with the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, for value received, does hereby issue this Lawton Economic Development Authority Promissory Note, City Series 2011 (the "Note"), and does hereby promise to pay to the order of The City of Lawton, Oklahoma (the "City"), at the City Hall, Lawton, Oklahoma 73502, or at such other place as the City may hereafter designate to the Authority, in writing, the principal sum of not to exceed SIX HUNDRED THOUSAND. DOLLARS ($600,000), or such lesser amount as may be advanced by City to the Authority pursuant to this Note, together with interest thereon as hereinafter provided.

**USE OF NOTE PROCEEDS.** The proceeds of this Note shall be used by the Authority to pay interest on the Authority's Economic Development Note, Series 2007, as the same has been reissued, reformed, restated or amended from time to time, (the "Bank Note") issued for the purpose of financing redevelopment activities for Phase IA – Project (the "Downtown TIF Plan") and other downtown Lawton TIF projects within Increment District No. 1, City of Lawton (the "Projects").

**COLLATERAL SECURITY.** This Note is a general obligation of the Authority, but is secured, subject to a prior lien in favor of the Bank Note and any future extensions of the Bank Note, additions to the Bank Note or substitution or additional interim notes issued to fund Projects as well as any permanent financing tax increment financing bonds or notes issued by the Authority and payable from the tax increment and other revenues derived from the Downtown TIF Plan:

(1) The proceeds of tax increment financing bonds or similar types of permanent financing obligations which might be issued by the Authority or any other authority, the beneficiary of which is the City.

(2) Any tax increment and other revenues derived from the Downtown TIF Plan transferred to and received by the Authority.

(3) All proceeds of the Note wherever held.

**LIMITED OBLIGATION.** The City's acceptance of this Note from the Authority shall constitute the City's acknowledgment and agreement that, notwithstanding any other provision hereof to the contrary: (i) this Note shall not constitute a personal obligation of the Trustees of the Authority, (ii) this Note shall not constitute an obligation of the City or any political subdivision of the State of Oklahoma and this Note shall not constitute a debt against or a pledge of either the faith and credit or the taxing power of the State of Oklahoma or the City; and (iii) the Authority has no taxing power.

**MATURITY.** The principal of and interest on this Note, if not sooner paid as required or permitted by the terms hereof, shall be absolutely due and payable on August 1, 2014 (the "Maturity Date").

**INTEREST AND COST OF ISSUANCE.** Interest shall be at maturity only and shall be computed on the basis of 2.0% per annum and shall accrue on the principal amount hereof outstanding from day to day, and shall be calculated on the basis of a 360 day year consisting of twelve 30 day months with rate of interest calculated as follows:

Fees and expenses of the City or Authority relating to this Note will be paid by the Authority.

**PREPAYMENT.** The principal of this Note may be prepaid at any time, in whole or in part, without premium or penalty, but with interest accrued to the payment date.

**ADVANCES.** This Note is a draw down note and cumulative advances will not exceed $600,000. A record of all advances and payments shall be maintained by the City with this Note and such record shall constitute prima facie evidence of such advances and payments and prima facie evidence of the unpaid principal balance owing on this Note.

**WAIVERS.** The Authority hereby waives demand, presentment, notice of dishonor or nonpayment, protest and notice of protest and consents to any renewals or extensions of this Note, deferrals of payments due hereunder and to such other indulgences that may be granted by any holder with respect to this Note, without prejudice to the rights of the holder and without notice to the Authority of any renewal, extension, deferral or other indulgences.

**ASSIGNMENT.** The Authority understands that this Note will not be assigned.

**GOVERNING LAW.** This Note and the obligation of the Authority evidenced hereby shall be governed and construed in accordance with the laws of the State of Oklahoma, including, without limitation, Article 3 of the Uniform Commercial Code as enacted, amended or supplemented from time to time in the State of Oklahoma. This Note shall be deemed for all purposes to have been issued by the Authority and received by the City in Comanche County, Oklahoma. The venue of any action or proceeding involving this Note shall be proper if such action or proceeding is commenced and prosecuted in a court of competent jurisdiction in Comanche County, Oklahoma.

**DUE AUTHORIZATION.** This Note is issued by the Authority pursuant to and in compliance with the laws of the State of Oklahoma and as authorized by a resolution of the Authority, duly approved and adopted by the trustees of the Authority on the ___ day of ___, 2011. The Authority represents and certifies to the City, as follows: (i) that all acts required to authorize the execution and delivery of this Note by the Authority have been performed in due time, form and manner as required by and in compliance with applicable law; (ii) that the issuance of this Note by the Authority does not exceed or constitute a violation of any constitutional or statutory limitation; and (iii) that this Note constitutes a valid and binding legal obligation of the Authority, enforceable by the City in accordance with the terms hereof; provided, however, that the enforcement of such obligation may be limited by applicable bankruptcy or insolvency laws and other laws affecting creditors' rights generally.

**NOTICES.** Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested and addressed as listed below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received within three (3) days (excluding Saturdays, Sundays and holidays recognized by the City) after being mailed:

| | |
|---|---|
| To Authority: | Lawton Economic Development Authority<br>P.O Box 665<br>Lawton, Oklahoma 73502<br>Attn: Secretary |
| To City: | City of Lawton<br>212 S.W. 9th Street<br>Lawton, Oklahoma 73501<br>Attn: City Clerk |
| With copy to | City Manager<br>City of Lawton<br>212 S.W.9th Street<br>Lawton, Oklahoma 73501 |

**IN WITNESS WHEREOF,** this Note has been executed by the Authority and delivered to the Bank effective the ___ day of October, 2011.

LAWTON ECONOMIC DEVELOPMENT AUTHORITY

By: ______________________________
Chairman

ATTEST:

By: ______________________________
Secretary

(SEAL)

REVIEWED for form and legality this 4 day of October, 2011.

By: ______________________________
City Attorney

CITY OF LAWTON
212 SW 9TH STREET
LAWTON, OK 73501

# General Invoice

Customer Copy

| CUSTOMER | INVOICE DATE | INVOICE NUMBER | AMOUNT PAID | DUE DATE | INVOICE TOTAL DUE |
|---|---|---|---|---|---|
| LAWTON ECONOMIC DEVELOPMENT… | 02/17/2026 | 107619 | $0.00 | **02/17/2026** | **$522,156.30** |

| LAST PAYMENT DATE | LAST PAYMENT AMOUNT | PAST DUE AMOUNT | ACCOUNT BALANCE |
|---|---|---|---|
| 03/20/2025 | $6,420.00 | $522,156.30 | $522,156.30 |

| DESCRIPTION | QUANTITY | PRICE | UOM | ORIGINAL BILL | ADJUSTED | PAID | AMOUNT DUE |
|---|---|---|---|---|---|---|---|
| DUE TO FUND 230<br>2011 PROMISSORY NOTE PAYMENT - FUND 230 | 1.00 | $114324.740000 | EACH | $114,324.74 | $0.00 | $0.00 | $114,324.74 |
| DUE TO FUND 435<br>2011 PROMISSORY NOTE PAYMENT - FUND 435 | 1.00 | $299993.680000 | EACH | $299,993.68 | $0.00 | $0.00 | $299,993.68 |
| INTEREST FUND 230<br>2011 PROMISSORY NOTE INTEREST - FUND 230 | 1.00 | $29756.190000 | EACH | $29,578.35 | $177.84 | $0.00 | $29,756.19 |
| INTEREST FUND 435<br>2011 PROMISSORY NOTE INTEREST - FUND 435 | 1.00 | $78081.690000 | EACH | $77,615.03 | $466.66 | $0.00 | $78,081.69 |

**Invoice Total:** **$522,156.30**

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

CITY OF LAWTON
212 SW 9TH STREET
LAWTON, OK 73501

# General Invoice

**Remit Portion**

| | |
|---|---|
| Invoice Date | **02/17/2026** |
| Bill Number | **107619** |
| Bill Year | **2026** |
| Customer Number | **5391523** |
| Amount Paid | **$0.00** |
| **Due Date** | **02/17/2026** |
| **Amount Due:** | **$522,156.30** |

Total Amount Enclosed:

**Please mail payment to:**

City of Lawton
General Billing Services
PO BOX 2247
LAWTON, OK 73502-2247

LAWTON ECONOMIC DEVELOPMENT AUTHORITIES
212 SW 9 ST
212 SW 9 ST
LAWTON, OK 73501

**Item Title:**
Consider and take action on a Resolution approving a Real Estate Purchase and Sale Agreement for the acquisition of approximately 320 acres from the Comanche County Industrial Development Authority; authorizing the issuance of a promissory note for the deferred purchase price; waiving competitive bidding as permitted by law; and authorizing the Chairman or Vice Chairman to finalize and execute related documents.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Richard Rogalski - LEDA Executive Director

**Background:**
The Lawton Economic Development Authority is considering the acquisition of approximately 320 acres from the Comanche County Industrial Development Authority to support the Firehawk Aerospace development. The proposed Real Estate Purchase and Sale Agreement includes a deferred purchase price, which would be evidenced by a promissory note. The resolution also includes a waiver of competitive bidding as permitted by law and authorizes the Chairman or Vice Chairman to finalize and execute all necessary documents to complete the transaction. Approval of this resolution will enable LEDA to secure the property and move forward with strategic development plans.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
LEDA Resolution approving the Real Estate Purchase and Sale Agreement
Real Estate Purchase and Sale Agreement

**Key Issues:**
N/A

**Funding Source:**
STEDI TIF Revenue

**Recommended Action:**
Adopt the Resolution approving the Real Estate Purchase and Sale Agreement, authorizing the related promissory note, waiving competitive bidding as permitted by law, and authorizing the Chairman or Vice Chairman to finalize and execute all necessary documents.

**ATTACHMENTS:**
1. LEDA Res Firehawk Purchase Agmt 3.16.2026
2. 3.4.2026v2EXE CCIDA-LEDA Purchase Agmt (Firehawk)

**RESOLUTION NO. 2026-____**

**A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND AMONG THE COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY, AND THE CITY OF LAWTON FOR THE ACQUISITION OF APPROXIMATELY 320 ACRES OF REAL PROPERTY FOR THE DEVELOPMENT OF THE FIREHAWK AEROSPACE PROJECT; AUTHORIZING THE ISSUANCE OF OBLIGATIONS BY THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY PURSUANT TO 60 O.S. §176; WAIVING COMPETITIVE BIDDING FOR SUCH OBLIGATIONS; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY TO APPROVE, FINALIZE, EXECUTE, MODIFY AND DELIVER NECESSARY AND APPROPRIATE DOCUMENTS; ALL AUTHORIZATIONS HEREUNDER RELATED TO INDEBTEDNESS BEING IN ACCORDANCE WITH AUTHORIZATIONS OF THE CITY COUNCIL.**

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**WHEREAS**, the City of Lawton ("City") seeks to promote economic development within the City by creating competitive industrial development opportunities, retaining and expanding employment in the area, attracting private capital investment, strengthening the tax base, and improving the quality of life for its residents; and

**WHEREAS**, as authorized by the Oklahoma Local Development Act, 62 O.S. § 850, *et seq*., the City Council of the City of Lawton ("City Council") adopted Ordinance No. 19-31, on December 10, 2019, approving the Skills Training, Education, Development and Investment (STEDI) Project Plan, to provide legal authorization and potential financial support for the development, improvement, and/or expansion of non-retail business enterprises with high quality employment opportunities, which was thereafter amended with the City Council's adoption of Ordinance No. 23-52, on December 29, 2023, and Ordinance No. 24-081, on December 10, 2024 (collectively, the "STEDI Project Plan"); and

**WHEREAS**, implementation of the STEDI Project Plan will further the public purposes of the Oklahoma Local Development Act by promoting economic development within the City, stimulating private capital investment, expanding employment opportunities, strengthening the tax base, and facilitating development that might otherwise be difficult or unlikely to occur without the economic development tools authorized under the STEDI Project Plan; and

**WHEREAS**, Firehawk Aerospace, Inc., a Delaware corporation, a defense technology company that specializes in advanced rocket propulsion systems ("Firehawk"), has expressed interest in developing, constructing, and operating certain industrial facilities to manufacture advanced rocket engines, solid rocket motors, and proprietary 3D-printed propellants for defense and aerospace applications in the City's industrial park, which is anticipated to result in significant capital investment, the creation of quality employment opportunities, and other significant economic development benefits to the City and surrounding region; and

**WHEREAS**, the proposed Firehawk development would be located on approximately three hundred twenty (320) acres of land in the City ("Development Site"), which is owned by the Comanche County Industrial Development Authority, a public trust ("CCIDA"); and

**WHEREAS**, in furtherance of the proposed Firehawk development, the Lawton Economic Development Authority, a public trust ("LEDA") and CCIDA have negotiated a term sheet pursuant to which LEDA will acquire from CCIDA and thereafter lease to Firehawk the Development Site; and

**WHEREAS**, consistent with the term sheet, a Real Estate Purchase and Sale Agreement ("Purchase Agreement") by and among CCIDA, LEDA, and the City has been prepared, pursuant to which LEDA will acquire the Development Site from CCIDA; and

**WHEREAS**, pursuant to the Purchase Agreement, the purchase price of the Development Site is One Million Six Hundred Thousand Dollars ($1,600,000.00) ("Purchase Price"), and will be paid as follows: (i) Five Hundred Thousand Dollars ($500,000.00) will be paid at closing, and (ii) the remaining balance of One Million One Hundred Thousand Dollars ($1,100,000.00) ("Deferred Purchase Price") will be paid in four (4) equal annual installments of Two Hundred Seventy-Five Thousand Dollars ($275,000.00) each, on July 1, 2028, July 1, 2029, July 1, 2030, and July 1, 2031, with the Deferred Purchase Price to be evidenced by a Promissory Note to be executed by LEDA in favor of CCIDA at closing (the "Note"); and

**WHEREAS**, the City Council and LEDA have approved a Funding Agreement with the Oklahoma Development Finance Authority ("ODFA"), which has awarded LEDA a grant in the amount of $22 Million Dollars in P3 funding ("Grant Funds") in support of the proposed Development; and

**WHEREAS**, the Note will include provisions requiring mandatory prepayment from cash proceeds of any sale or conveyance of the Development Site, to the extent such proceeds are not required to be remitted to ODFA; and

**WHEREAS**, the acquisition of the Development Site by LEDA is a necessary step in facilitating the proposed Firehawk development, which might otherwise be difficult or unlikely to occur without the economic development tools authorized under the STEDI Project Plan; and

**WHEREAS**, closing of the Purchase Agreement is conditioned upon execution of a ground lease between LEDA and Firehawk, and Firehawk's written confirmation of its commitment to proceed with the Development; and

**WHEREAS**, the Board of Trustees finds that LEDA's acquisition of the Development Site and the financing of the Deferred Purchase Price will advance the public purposes of the STEDI Project Plan by supporting industrial development opportunities, encouraging private investment, expanding employment opportunities, and strengthening the tax base of the City; and

**WHEREAS**, the Board of Trustees therefore deems it appropriate to approve the Purchase Agreement and authorize the financing necessary for the payment of the Deferred Purchase Price; and

**WHEREAS**, LEDA, pursuant to the provisions of 60 O.S. §176, *et seq.*, as amended and supplemented, and other applicable statutes of the State of Oklahoma, is authorized and directed to assist in the financing and implementation of the STEDI Project Plan.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Lawton Economic Development Authority:

**Section 1**. The Real Estate Purchase and Sale Agreement by and among the Comanche County Industrial Development Authority, the Lawton Economic Development Authority, and the City of Lawton is hereby approved.

**Section 2**. The Chairman (or Vice Chairman in the absence of the Chairman) is hereby authorized and directed, with the advice of legal counsel, to make such modifications, corrections, or adjustments as may be necessary or appropriate, and to finalize and execute the Real Estate Purchase and Sale Agreement and the Promissory Note, on behalf of LEDA, provided that such modifications do not materially increase the financial obligations of LEDA or materially alter the economic terms approved herein, to execute and deliver any ancillary or supporting documents necessary to effectuate the Real Estate Purchase and Sale Agreement and Promissory Note, and to take such actions and make such determinations as are necessary or appropriate to implement the foregoing approved documents and the STEDI Project Plan.

**Section 3**. Subject to the express approval of two-thirds (2/3) of the membership of the City Council of the City of Lawton ("City Council"), pursuant to 60 O.S. §176(F), as amended, the Lawton Economic Development Authority, a public trust organized and existing under the laws of the State of Oklahoma ("LEDA"), the beneficiary of which is the City of Lawton (the "City"), is hereby authorized and directed to issue the Promissory Note payable to CCIDA evidencing the Deferred Purchase Price in the principal amount of One Million One Hundred Thousand Dollars ($1,100,000.00) ("Deferred Purchase Price Obligations"), and the incurring of indebtedness by LEDA in connection therewith, is hereby approved. The Deferred Purchase Price Obligations shall be payable solely from funds legally available to the Lawton Economic Development Authority and shall not constitute a debt of the City of Lawton within the meaning of any constitutional or statutory limitation.

**Section 4**. The authorizations to incur indebtedness and issue the Deferred Purchase Price Obligations in a principal amount not to exceed $1,100,000.00, is made in accordance with 60 O.S. §176, *et seq*., as amended, and is subject to the express approval of two-thirds (2/3) of the membership of the City Council, pursuant to 60 O.S. §176(F), as amended.

**Section 5**. By a majority vote of not less than three-fourths (3/4) of the Board of Trustees, in accordance with 60 O.S. §176(G), as amended, competitive bidding on the sale of the Obligations is hereby expressly waived, and is subject to the express approval of at least seven (7) of the nine (9) Trustees voted in favor of said Resolution as required by 60 O.S. §176(G).

**Section 6**. The Chairman and Secretary of the Authority (or Vice Chairman and Assistant Secretary in the absence of the Chairman or the Secretary) are hereby authorized to approve, finalize, execute, modify and deliver all instruments and documents contemplated by this Resolution consistent with applicable law and the terms approved herein. The execution and delivery of any document authorized by this Resolution shall be conclusive evidence of the approval of such document by LEDA.

PASSED, APPROVED, AND ADOPTED the ____ day of March, 2026.

_____________________________________
David Madigan, Chairman

ATTEST:

(SEAL)

_____________________________
Secretary

I, __________________, Secretary to the Board of Trustees of the Lawton Economic Development Authority, certify that the foregoing Resolution No. 2026-____ was properly adopted at a special meeting of the Trustees of the Lawton Economic Development Authority, held on the _____ day of March, 2026, at Lawton City Hall, 212 S.W. 9th Street, Lawton, Oklahoma, that a quorum was present at all times throughout said meeting, and that at least seven (7) of the nine (9) Trustees voted in favor of said Resolution, in accordance with 60 O.S. §176.

_____________________________________
Secretary

(SEAL)

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made to be effective as of __________, 2026 (the "**Effective Date**"), by and between **COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public trust ("**Seller**"), the **LAWTON ECONOMIC DEVELOPMENT AUTHORITY**, a public trust having as its beneficiary the City of Lawton ("**Purchaser**"), and the **CITY OF LAWTON**, a municipal corporation (the "**City**").

**WHEREAS**, Seller is the owner of approximately three hundred twenty (320) acres of real property located in Comanche County, Oklahoma; and

**WHEREAS**, Seller desires to convey, and Purchaser desires to acquire, the Property pursuant to the terms and conditions set forth in this Agreement; and

**WHEREAS**, the conveyance of the Property to the Purchaser will facilitate the development of the Property by Firehawk Aerospace, Inc., a Delaware corporation ("**Firehawk**"), for an industrial facility supporting the manufacturing, assembly, testing, and related operations associated with motor production energetics ("**Project**"); and

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**AGREEMENT**

1. Agreement to Purchase and Sell. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, transfer, and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following (collectively, the "**Property**"):

(a) All of Seller's right, title, and interest in and to that certain real property located in the City of Lawton, Comanche County, State of Oklahoma, as more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "**Land**");

(b) All rights, privileges and appurtenances of Seller pertaining to the Land, including, without limitation, all right, title, and interest in and to all air, water, and development rights, rights-of-way, open or proposed streets, roads, alleys, easements, strips, or gores of land adjacent to the Land, rights of ingress and egress thereto; and

(c) All improvements and fixtures located on the Land.

2. Purchase Price. In consideration of Seller's conveyance of the Property, the aggregate purchase price to be paid by Purchaser to Seller for the Property shall be One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) (the "**Purchase Price**"), as adjusted in accordance with the provisions of this Agreement, and shall be paid as follows:

(a) Purchaser shall deliver to Seller the amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) ("**Closing Payment**"), which shall be the only portion of the Purchase Price due and payable at Closing; and

(b) The remaining balance of the Purchase Price, in the amount of One Million One Hundred Thousand and 00/100 Dollars ($1,100,000.00) (the "**Deferred Purchase Price**") shall be payable by Purchaser to Seller on terms and conditions set forth in that certain promissory note (the "**Note**") executed by Purchaser at Closing. The Deferred Purchase Price shall be payable in four (4) equal annual installments of Two Hundred Seventy-Five Thousand and 00/100 Dollars ($275,000.00) each, with the first installment due on the date that is twenty-four (24) months after the Closing Date, and each subsequent installment due on each annual anniversary thereof, until paid in full. The Note shall be in the form attached as **EXHIBIT B**. The Note shall govern the terms of repayment of the Deferred Purchase Price. No interest, charges, or other fees will be assessed or collected in connection with the payment of the Deferred Purchase Price. In the event of any inconsistency between this Section 2(b) and the Note, the Note shall control. Notwithstanding the foregoing, if Purchaser sells or conveys the Property prior to payment in full of the Deferred Purchase Price, then Purchaser shall apply to the Note, as a mandatory prepayment of principal, all cash proceeds actually received by Purchaser from such sale or conveyance to the extent such proceeds are not required to be returned or remitted to the Oklahoma Development Finance Authority (ODFA) pursuant to the ODFA grant awarded to LEDA for the Project.

3. Due Diligence Review and Inspections. The Closing is subject to and contingent upon the satisfaction of the following conditions within the applicable periods set forth in this Section 3:

(a) Due Diligence Document Review. To the extent Seller has not previously delivered such items to Purchaser, within ten (10) days following the Effective Date, Seller shall deliver to Purchaser, for Purchaser's review and approval prior to the expiration of the Inspection Period, all information, documents, and matters relating to the ownership, development, zoning, maintenance and repair of the Property, including, without limitation, true and complete copies of all of the due diligence items listed on **Error! Reference source not found.C** attached hereto which are in Seller's possession and any additional documents and information requested by Purchaser and/or received from Seller during the Inspection Period (collectively the "**Due Diligence Materials**").

(b) Inspections. Purchaser shall have until 5:00 p.m. Central Standard Time on the day which is ninety (90) days from the date Purchaser receives the Title Commitment (as defined in Section 4(a)), or as otherwise extended pursuant to this Agreement (the "**Inspection Period**") within which to evaluate, investigate and study all aspects of the Property, including without limitation all conditions relating to the presence, existence or use of Hazardous Substances (as hereafter defined) on or under the Property, to determine whether, in the sole discretion of Purchaser, the Property is satisfactory to Purchaser. Purchaser shall have the right during the Inspection Period to update third-party Due Diligence Materials delivered to Purchaser by or on behalf of Seller, including, but not limited to, the Survey (as defined below). The Inspection Period shall be extended by one

(1) day for every day the full set of Due Diligence Materials are late in being delivered to Purchaser. Notwithstanding anything herein to the contrary, neither the Title Commitment nor the Survey shall constitute Due Diligence Materials for purposes of this Agreement, and Purchaser shall have the right to review and approve the Title Commitment and Survey in accordance with the terms of this Section 4.

(c) Seller hereby authorizes Purchaser and Purchaser's consultants, engineers, contractors, representatives and agents (collectively, "**Purchaser's Consultants**") to enter onto the Property at all times from and after the Effective Date and prior to the consummation of the purchase and sale of the Property ("**Closing**") to examine and perform investigations of the Property, which may include soil tests, environmental and engineering tests related thereto, to request and obtain documents from the Seller regarding the Property, and to otherwise conduct such due diligence review of the Property as Purchaser deems appropriate. All investigations and other activities conducted by Purchaser or Purchaser's Consultants shall be performed at its sole cost and expense, and Purchaser shall keep the Property free and clear of any liens which may be asserted against Seller or the Property as a result of Purchaser's activities.

Purchaser shall promptly repair any and all physical damage caused to the Property by Purchaser or Purchaser's Consultants to the substantially similar condition that existed immediately prior to said inspection. Such repair obligation shall survive the termination of this Agreement should Purchaser elect not to proceed to Closing. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all loss, damage, injury, claim or cause of action Seller may actually suffer or incur to the extent of and as a result of the negligent acts or omissions of Purchaser or Purchaser's Consultants in performing inspections of the Property, except to the extent caused by the act, omission or negligence of Seller or the agents, contractors, employees, or representatives of Seller.

(d) Seller acknowledges Purchaser's interest in acquiring the Property is expressly conditioned upon Purchaser obtaining the following prior to the expiration of the Inspection Period: (i) any and all necessary permits, authorizations and approvals from all appropriate governmental authorities as may be required for the construction, development, management, leasing, and operation of the Project, on terms and conditions acceptable to Purchaser, and (ii) satisfactory results, as determined in Purchaser's sole and absolute discretion, of environmental tests, audits, surveys and inspections performed on the Land ("**Inspection Period Contingencies**"). In the event the Inspection Period Contingencies have not been achieved to Purchaser's satisfaction prior to the end of the Inspection Period, the Purchaser may extend the Inspection Period for two (2) separate, consecutive thirty (30) day periods by providing written notice to the Seller prior to the end of the Inspection Period.

(e) Purchaser, in its sole and absolute discretion, may terminate this Agreement for any reason or for no reason at all, by written notice ("**Termination Notice**") to Seller at any time prior to 5:00 p.m. CST on the date of expiration of the Inspection Period, as it may be extended hereunder. In the event of such termination, thereafter neither Seller nor Purchaser shall have any liability hereunder except for those obligations which expressly survive the termination of this Agreement.

4. Purchaser's Title and Survey Review.

(a) Within ten (10) days of the Effective Date, Seller shall cause the title company selected by Purchaser (the "**Title Company**") to deliver to Purchaser a commitment for an owner's policy of title insurance (the "**Title Commitment**") for an ALTA 2006 owner's policy of title insurance (the "**Title Policy**"), showing good and marketable title to the Property vested in Seller. The Title Commitment shall show all matters affecting title to the Property, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations, encumbrances, and other conditions affecting the Property, together with legible copies of all recorded documents constituting exceptions under the Title Commitment (collectively, the "**Exception Documents**"). Purchaser may obtain or cause to be updated any existing ALTA/NSPS Land Title Survey ("**Survey**") of the Property prepared by a professional land surveyor satisfactory to Purchaser ("**Surveyor**"). Within fifteen (15) days after Purchaser's receipt of the Title Commitment and the Survey, Purchaser may deliver to Seller written notice of any matters contained in the Title Commitment, the Survey, or any supplemental title reports or updates thereto to which Purchaser objects (collectively, "**Title Objections**"). Purchaser may object to any matter materially affecting its ability to use, finance, or develop the Property, including any title matters arising after the effective time of the Title Commitment, unless expressly waived in writing. Seller shall have five (5) days after receipt of Purchaser's written notice of Title Objections (the "**Response Period**") to notify Purchaser in writing whether Seller will cure such Title Objections on or before the Closing Date, and any proposed cure shall be subject to Purchaser's sole and absolute discretion. Any delinquent real property taxes, mortgages, deeds of trust, judgments, or mechanics' liens arising from Seller's acts or omissions ("**Monetary Liens**") shall be deemed automatic Title Objections and shall be cured and removed from the Title Commitment by Seller on or before the Closing Date. If Seller fails to timely notify Purchaser of its intent to cure, elects not to cure, or fails to cure all Title Objections by the Closing Date, Purchaser may, in its sole discretion, (i) waive such matters and proceed to Closing, (ii) extend the Closing Date until such matters are resolved to Purchaser's satisfaction, or (iii) terminate this Agreement by written notice. The Inspection Period may be extended as reasonably necessary to allow for the provisions of Section 4.

(b) In addition, after the expiration of the Inspection Period, Purchaser shall have the right to object in writing to any items which appear on any supplemental title reports or updates to the Title Commitment or Survey. If Seller does not cure all such objections on or prior to the Closing Date, Purchaser may exercise remedy (i), (ii), or (iii) in Section 4(a).

(c) From and after the Effective Date, Seller shall not execute any agreement, deed, easement, restriction, covenant, or other matter affecting title, ownership, operation, management, maintenance, development, use, construction, improvement, or the pending sale of the Property.

(d) At Closing, Seller shall convey good and marketable, fee simple title to the Property to Purchaser, by special warranty deed (the "**Deed**"), in the form and substance attached hereto as **EXHIBIT D** subject only to easements of roads, or privileges or rights of public service companies, and other matters of record approved by Purchaser, if any (collectively the "**Permitted Encumbrances**"). Title shall be insurable as such ordinary rates by the Title Company under the terms of the Title Policy. Notwithstanding anything to the contrary contained in this Agreement, Permitted Encumbrances shall not include any requirements contained in the Title Commitment (as defined below) to be met or complied with by Seller as a condition to the issuance of the Title Policy (as defined below), or any secured indebtedness or liens shown in the Title Commitment which are removable by the payment of a liquidated amount of money, which Seller shall comply with, pay or have released, as the case may be, on or before Closing.

(e) Seller and Purchaser agree to execute and deliver to the Title Company at Closing such standard title affidavits and other documentation, if any, as the Title Company may reasonably require to evidence that the consummation of the transactions contemplated hereby have been duly authorized.

5. Closing. Subject to the terms of this Agreement, Seller shall convey fee simple title to the Property to Purchaser by Special Warranty Deed, subject only to the Permitted Encumbrances, and, provided all conditions to Closing have been satisfied, the consummation of the purchase and sale of the Property as contemplated herein ("**Closing**") shall take place at the offices of the Title Company on the date that is thirty (30) days from the expiration of the Inspection Period, as it may be extended (the "**Closing Date**"), with the exact time of Closing to be mutually agreed upon by the parties.

6. Condition of the Property Prior to Closing. From and after the Effective Date and continuing until the Closing Date, Seller covenants and agrees that: (a) the Property shall be operated, managed and maintained in its present condition, reasonable wear and tear excepted; (b) Seller shall not default in its obligations under agreements and contractual arrangements affecting the Property by which Seller is bound beyond any applicable notice or cure period; and (c) Seller shall notify Purchaser of Seller's receipt of any notice from any party alleging that Seller is in default of its obligations under any agreement or contract for or on behalf of or affecting the Property; and

7. Seller's Warranties and Representations. The matters set forth in this Section 7 constitute representations and warranties by Seller which shall, in all material respects, at Closing be true and correct. If Seller has or becomes aware of any reason to believe that any of the following representations and warranties are not true, have ceased to be true, or may cease to be true, Seller shall give prompt notice to Purchaser (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based). As used in this Section 7, the phrase "**to Seller's Knowledge**" shall mean the actual knowledge of any of Seller's trustees, directors, members, and officers of (i) of the inaccuracy, untruth or incorrectness of a representation or warranty or (ii) facts which would induce a reasonable, similarly situated property owner to conduct inquiry which would lead to discovery of such inaccuracy, untruth or incorrectness. To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue or incorrect in any way, Purchaser shall promptly notify Seller of same.

(a) Power and Authority. Seller has the legal power, right and authority to enter into and deliver this Agreement to Purchaser and to consummate the transactions contemplated hereby. Seller has been duly organized and is validly existing in the state of its formation and is in good standing and is qualified to do business in the state in which the Land is located. Seller has the full right, power and authority and has obtained any and all consents required to enter into all of the documents to be delivered by Seller on or prior to the Closing Date. This Agreement has been, and all of the documents to be delivered by Seller on or prior to the Closing Date will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) Proceedings. Seller has not received notice threatening any of the following: (i) annexation, condemnation or similar proceeding affecting all or any portion of the Land; (ii) proceedings to change or redefine the zoning classification or zoning requirements applicable to any portion of the Land; (iii) changes in road patterns or grades which may adversely affect access to any roads providing a means of ingress to or egress from the Land; or (iv) proceedings that otherwise materially and adversely affect the Property.

(c) Contravention. Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(d) Termination of Leases and Contracts. There are no (i) leases, subleases, licenses or other agreements which provide for the use or occupancy of any portion of the Property in favor of tenants, licensees, franchisees, concessionaires, or other persons or entities ("**Leases**"), or (ii) contracts, management agreements or other agreements related to the ownership, operation, management, maintenance, development, use, construction, improvement, acquisition or sale of all or any portion of the Property ("**Contracts**") that cannot be canceled at Purchaser's option without penalty and on no more than thirty (30) days' prior notice, or that, upon such cancellation, would create, give rise to, or form the basis of, a lien or other encumbrance on the Property, or any portion thereof. The copies of Leases and Contracts delivered to Purchaser as part of the Due Diligence Materials are true, correct, and complete copies of all the Leases and Contracts affecting the Property. Neither Seller nor, to Seller's knowledge, any other party is in default under any Lease or Contract. Other than this Agreement, the Permitted Encumbrances (as defined in Section 4(d)), the Leases, and the Contracts, there are no leases, contracts, or agreements of any kind relating to the Property to which Seller or its agents is a party and which would be binding on Purchaser after the Closing Date. On the Closing Date, there will be no unpaid bills for services rendered or labor performed pursuant to any Leases or Contracts or any other service contracts or agreements with respect to the Property. Unless Purchaser informs Seller in writing that it desires to assume any specific Lease(s) or Contract(s) prior to the end of the Inspection Period, all Leases and Contracts shall be terminated by Seller prior to the Closing Date.

(e) Compliance. To Seller's Knowledge, the Property is in material compliance with all applicable laws. Seller has received no notice of, nor has Seller any knowledge of:

(i) any violations (collectively, "**Violations**", and individually, a "**Violation**") of any applicable local, state or federal law, municipal ordinances or regulations, orders, rules or requirements of any federal, state or municipal department or agency having jurisdiction over or affecting the Property or the construction, management, ownership, development, zoning, maintenance, operation, use, improvement, acquisition or sale thereof, including, without limitation, building, health and environmental laws, regulations and ordinances, and equal access opportunity laws, regulations and ordinances (collectively, "**Legal Requirements**") whether officially noted or issued, or (ii) any condition relating to the Property which to Seller's Knowledge would constitute a Violation, and, to Seller's knowledge, no such violations current exist and no conditions that would give rise to any such Violation currently exists. Seller shall provide Purchaser with notice of any Violations of which Seller obtains notice or knowledge between the Effective Date and the Closing Date. Seller shall be responsible for the removal or correction of all Violations, if any, issued with respect to the Property to and including the Closing Date, and on the Closing Date the Property will be in material compliance with all Legal Requirements.

(f) Change in Legal Requirements. No notice has been received by Seller from any governmental authority with respect to any pending or contemplated change in any Legal Requirement which may adversely affect the use, ownership, development, zoning, management or operation of the Property.

(g) Litigation. There is no pending or threatened litigation affecting the Property before any civil court of law, equity, or any regulatory or arbitral forum.

(h) No Property Interests. No person, firm or entity has any rights to acquire or to lease all or any portion of the Property or otherwise to obtain any interest therein, and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to all or any portion of the Property or any interest therein.

(i) Environmental Compliance. In connection with the Property, Seller has not generated, used, transported, treated, stored, released or disposed of, or has suffered or permitted anyone else to generate, use, transport, treat, store, release or dispose of any Hazardous Substances (as defined below) in violation of any Legal Requirements, and, there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substances in connection with the ownership, operation, maintenance or occupancy of the Property, or with any nearby or adjacent properties or facilities, which has created or might reasonably be expected to create any liability under any Legal Requirements or which would require any reporting to or notification to any federal, state or local governmental entity. No asbestos or polychlorinated biphenyl or underground storage tank is contained in or located on the Property. To Seller's Knowledge, any Hazardous Substances, if any, handled or dealt with in any way in connection with the ownership, operation, development, maintenance or occupancy of the Property, during Seller's ownership thereof has been and is being handled or dealt with in all respects in compliance with applicable Legal Requirements. "**Hazardous Substances**" as used herein shall mean toxic or hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, asbestos, polychlorinated biphenyls ("**PCBs**"), petroleum products, radon gas, toxic or radioactive materials, ammonia, chlorine, pesticides, bulk chemicals, solvent mixtures, waste oils, substances listed in the United States Department of Transportation Table or by the Environmental Protection Agency (or any successor agency) as hazardous substances, or which are classified as hazardous or toxic under local, state or federal laws, rules or regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the applicable requirements issued by the Occupational Safety and Health Administration ("**OSHA**"), including without limitation OSHA regulations set forth in 29 C.F.R. § 1910.1030 and OSHA's Bloodborne Pathogen Standard and revised Center for Disease Control recommendations relating to handling and disposal of infectious waste, 29 C.F.R. § 1910.1030, and any regulations promulgated thereunder and any State counterparts thereof.

(j) Compliance with Restrictive Covenants. To Seller's Knowledge, the operation and contemplated use of the Property comply in all material respects with all applicable valid and enforceable restrictive covenants of record which appear in the chain of title to the Property.

(k) No Material Omissions or Misstatements. None of the information supplied by or on behalf of Seller to Purchaser or its agents in connection with the transactions contemplated by this Agreement did contain, or at the respective times such documents are delivered or become effective, will contain, any untrue statement of a material fact, or omitted or will omit any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. No statement, certificate, schedule, list or other information furnished by or on behalf of Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading. All documents required to be filed by Seller with any governmental entity in connection with this Agreement or the transactions contemplated by this Agreement will comply in all material respects with all Legal Requirements.

(l) Ingress and Egress. There are public or private roads or streets in place as are reasonably necessary to provide vehicular and pedestrian ingress and egress to and from the Property.

(m) Bankruptcy. Seller has not filed, commenced, or is party to any voluntary, and to Seller's knowledge any involuntary, attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other insolvency related proceedings are pending (or have been threatened) against Seller.

(n) Title Commitment. Seller will not cause any change in the Permitted Exceptions or the other matters reflected in the Title Commitment, except as agreed by the Purchaser and the Seller in this Agreement or otherwise. This provision shall not apply to any error or omission caused by the Title Company.

(o) Survey. From and after the Effective Date through Closing, Seller shall not (and shall not permit any third party acting by, through, or under Seller to) create, grant, or allow any easement, license, lease, right-of-way, encroachment, or other interest in the Property, not place or remove any improvements, utilities, or other physical features, nor alter access, boundaries, or topography, in any manner that would reasonably be expected to cause the Survey to be revised or to disclose additional exceptions or matters, without Purchaser's prior written consent. This provision shall not apply to matters occurring as a result of Force Majeure or errors attributable to the Surveyor.

(p) Liens. Seller has paid or caused to be discharged all liens arising from labor performed or materials supplied, or both, affecting the Property.

(q) Liabilities, Obligations, and Assessments. As of Closing, there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities, contract liabilities, or tort liabilities for which or to which Seller or the Property will be liable or subject, except for those obligations created by this Agreement and non-delinquent obligations and liabilities accrued and thereafter accruing under the Permitted Exceptions. There are no presently pending special assessments of any nature with respect to the Property or any part thereof, nor has Seller received any notice of any special assessments being contemplated.

(r) Defaults. Seller is not and will not be at the Closing in default with respect to any of its obligations or liability pertaining to the Property, nor is any other party in regard thereto, and without limitation, no event has occurred that, with the giving of notice or passage of time, or both, would give rise to any such default under and of such obligations or liabilities.

In the event that any representation or warranty by Seller in this Section 7 (each, a "**Seller's Warranty**" and, collectively, "**Seller's Warranties**") is inaccurate or untrue as of the Closing Date, Purchaser shall have the right to terminate this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, and neither party shall have any further obligation or liability hereunder except for obligations which expressly survive cancellation or termination of this Agreement.

8. Purchaser's Warranties and Representations. Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing Date, that Purchaser has the right, power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transaction contemplated by the terms and conditions of this Agreement.

9. Conditions Precedent to Consummation by Purchaser. The obligations of Purchaser under this Agreement, including, without limitation, its Closing obligations, are subject, in Purchaser's sole discretion, to satisfaction with all of the following conditions or requirements:

(a) Prior to Closing, Firehawk and Purchaser shall have executed a lease for the Property, in form and substance acceptable to Purchaser, and delivered such lease to the Title Company (or other escrow agent designated by Purchaser) to be held in escrow and released upon Purchaser's acquisition of title to the Property at Closing, whereupon the lease shall become effective in accordance with its terms. In addition, Purchaser shall have received from Firehawk a written, unconditional, and irrevocable notice confirming Firehawk's commitment to proceed with the Project on the Property in accordance with the terms of the lease.

(b) Prior to Closing, the City Council of the City of Lawton shall have duly approved this Agreement and the Purchaser's execution and delivery of the Note evidencing the Deferred Purchase Price, and shall have authorized the consummation of the transactions contemplated hereby.

(c) All the representations and warranties of Seller contained in this Agreement shall be true and correct as of the date hereof and as of the Closing Date as if made on the Closing Date.

(d) There shall not have occurred any material adverse change to the Property.

(e) No investigation, suit, action or other proceeding, or injunction or final judgment relating thereto, shall be threatened or pending before any court or governmental or regulatory official, body or authority that seeks to restrain, prohibit, challenge or interfere with the consummation of the transactions contemplated by this Agreement.

(f) All the obligations of Seller contained in this Agreement shall have been performed by or on the Closing Date in compliance with the terms and provisions of this Agreement.

(g) On the Closing Date: (i) there shall be no unpaid bills for services rendered or labor performed pursuant to any service contract or agreement with respect to the Property, or Seller shall have delivered to Purchaser at Closing sufficient funds to pay the amount of all such bills; and (ii) there shall be no uncorrected Violations of any applicable code in respect of the Property.

(h) The Title Company must be irrevocably committed to issue at Closing the Title Policy.

(i) Seller shall have delivered to Purchaser on or before the Closing Date, the following documentation in form and substance reasonably acceptable to Purchaser:

i. the Deed, duly executed and acknowledged by Seller, conveying to Purchaser fee simple title to the Property, subject only to the Permitted Encumbrances, in form and substance as attached hereto as **EXHIBIT D**;

ii. a certificate of Seller in the form of **0** attached hereto and made a part hereof, certifying that as of the Closing Date, all of the representations and warranties of Seller contained in this Agreement are true and correct on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date, and that Seller has fully performed on or prior to the Closing Date all of the obligations of Seller contained in this Agreement;

iii. copies of all resolutions of Seller for the authorization and approval of this transaction, in accordance with Seller's operating agreement and applicable law;

iv. all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Purchaser the Title Policy, including, without limitation, an owner's affidavit to the Title Company in the form customarily used by title companies in the state of Oklahoma for commercial real estate transactions so as to enable the Title Company to issue Purchaser the Title Policy with all standard exceptions deleted, all endorsements requested by Purchaser and Purchaser's lender included, and subject only to Permitted Encumbrances;

v. all documents satisfactory to the Title Company authorizing the Seller's execution of this Agreement and the sale of the Property;

vi. a duly executed counterpart of the closing statement in form and content required by the Title Company and acceptable to Purchaser (the "**Closing Statement**"); and

vii. one or more affidavits to the Title Company that Seller is not a "foreign person" as defined by the Internal Revenue Code of 1986, as amended, no outstanding materialman's or mechanic's lien rights exist regarding the Property, that there are no third parties in possession of any portion of the Property, and any other matter reasonably requested by Purchaser or the Title Company.

viii. such further affidavits, instruments, or conveyance, transfer and assignment or other documents as may reasonably be required by the Title Company or the Purchaser in order to effectuate the provisions of this Agreement.

Seller's delivery of the foregoing items (i) through (viii) at Closing shall be a Seller obligation hereunder.

If one or more of the above conditions in this Section 9 (the "**Purchaser Conditions**") are not satisfied prior to Closing, then Purchaser shall have the option, in its sole discretion and at no cost to Purchaser, to waive the failure of the Purchaser Condition(s), extend the Closing Date as hereinafter provided in this paragraph, or terminate this Agreement. Purchaser may extend the Closing Date for up to thirty (30) days (retaining the option to terminate this Agreement at the end of such closing extension period), by providing written notice to Seller for the sole purpose of permitting Seller to satisfy any unsatisfied Purchaser Conditions. In the event that any of the above Purchaser Conditions is not satisfied and Purchaser elects to terminate this Agreement, then the Purchaser shall return to Seller all materials furnished by Seller in connection therewith, and neither party shall have any further liability hereunder except for the obligations that shall expressly survive termination or expiration of this Agreement.

10. Purchaser's Closing Documents. At Closing, Purchaser shall deliver the Closing Payment (less any credit to be received under this Agreement and plus any pro-rations as provided in Section 11 below) and shall deliver (or cause to be delivered through the Title Company) to

Seller duly executed originals (or original counterparts, as applicable) of the following: (a) the Closing Statement; (b) any resolutions as may be required by the Title Company to evidence the authority of Purchaser to execute this Agreement and consummate the transactions contemplated hereunder; and (c) the Note.

On the Closing Date, Seller shall deliver exclusive possession of the Property to Purchaser free, clear, and discharged of possession or use of the right of possession or use by any and all individuals and entities.

11. Apportionment and Related Matters. At Closing, the following items shall be apportioned pro rata on a per diem basis between Seller and Purchaser at midnight preceding Closing: the real and personal property taxes for the Property for the year in which the Closing occurs shall be prorated on a calendar year and per diem basis as of the Closing Date (based on actual ad valorem taxes for the year preceding the Closing), with Seller paying for such taxes through the Closing Date and Purchaser paying for such taxes thereafter.

12. Closing Expenses.

(a) Seller's Closing Expenses. Seller shall pay: (i) the cost to update the abstract as required for the issuance of the Title Commitment; (ii) the applicable transfer or documentary stamp taxes on the Deed conveying the Property and costs to record the Deed; (iii) one-half of the Title Company escrow or closing charges, not to exceed $1,000; (iv) the cost of curing any defects in title and the cost, fees and expenses incurred in satisfying any liens on the Property that are required to be cleared hereunder and that are not Permitted Encumbrances; and (v) Seller's attorneys' fees.

(b) Purchaser's Closing Expenses. Purchaser shall pay: (i) the costs and expenses of obtaining or updating the Survey; (ii) the fees, expenses and premiums incurred in connection with the title examination, issuance of the Title Commitment, the Title Policy, and any endorsements to the Title Policy requested by Purchaser; (iii) any fees and expenses associated with Purchaser's due diligence (but excluding the cost of any curative measures required to be taken by Seller under this Agreement); (iv) one-half of the Title Company escrow or closing charges; and (v) Purchaser's attorneys' fees.

13. Default. If Purchaser fails to close the transaction contemplated by this Agreement or otherwise defaults under this Agreement prior to Closing, and such default is not timely cured, Seller's sole and exclusive remedies shall be to terminate this Agreement, in which event the Purchaser shall reimburse Seller for Seller's documented out-of-pocket expenses paid to third parties in connection with the transaction contemplated under this Agreement, up to the sum of Five Thousand Dollars ($5,000.00), and neither party shall have any further liability hereunder except for those obligations which expressly survive termination.

If Seller defaults under this Agreement and such default continues for a period of five (5) days after written notice from Purchaser, Purchaser may, as its election and without waiving any other rights available at law or in equity: (i) terminate this Agreement, in which event Seller shall reimburse Purchaser for Purchaser's documented out-of-pocket expenses paid to third parties in connection with the transaction contemplated under this Agreement; (ii) waive the applicable objection or condition and proceed to Closing in accordance with the remaining terms of this Agreement; or (iii) seek specific performance of this Agreement. The limitations on remedies set forth in this paragraph shall not apply to any indemnities, covenants, or obligations of Seller which by their express terms survive the expiration or termination of this Agreement or Closing.

14. Risk of Loss.

(a) Damage or Destruction. If the Property is damaged or destroyed by fire or any other casualty or act of God prior to the Closing Date, Purchaser will have the option to either (i) proceed to close this transaction (the "**Closing Option**") in accordance with the terms of this Agreement in which event Purchaser will be entitled to all insurance proceeds received or receivable by Seller as a result of such damage or destruction, and provided that the amount of any deductible under any applicable property damage or casualty policy of insurance shall be credited against the Purchase Price at Closing or (ii) terminate this Agreement (the "**Termination Option**") in which event Seller will retain all insurance proceeds and neither party shall have any further liability hereunder except for the obligations and liabilities that shall expressly survive termination or expiration of this Agreement. Seller agrees that it will give notice to Purchaser of any such damage or destruction within three (3) business days after the occurrence thereof together with an estimate of the insurance proceeds received or receivable by Seller and the amount of any deductible under Seller's damage or casualty policy of insurance (collectively the "**Estimate**"). Purchaser will then have thirty (30) days after receipt of such notice and the Estimate to exercise either of the options granted in this Section 140 by written notice to Seller.

(b) Eminent Domain. If, prior to the Closing Date, eminent domain proceedings affecting the Property are commenced by any public authority against the Property or any portion thereof which in the commercially reasonable judgment of Purchaser would adversely affect the continued operation of (or materially impair the value of) the Property for Purchaser's intended use for the Firehawk Project, Purchaser will have the option to either (i) elect to proceed to close this transaction in accordance with the terms of this Agreement (the "**Takings Closing Option**") in which event any compensation paid or payable as a result of such eminent domain proceedings will be and become the sole property of Purchaser or (ii) terminate this Agreement (the "**Takings Termination Option**"), and, except for any obligations which by their express terms survive the termination of this Agreement, both parties will be released from any further liability hereunder. Seller agrees that it will give Purchaser notice of any such threatened or actual eminent domain proceedings within three (3) business days after Seller becomes aware of such threatened or actual proceedings. Purchaser will then have thirty (30) days after receipt of such notice to exercise either of the options granted in this Section 140 by written notice to Seller.

15. Brokerage. Each party hereby represents and warrants to the other that there is no broker or other person or entity acting as such in any way instrumental or having any part in bringing about this transaction or entitled to a commission or any fee therefor. Each party covenants and agrees to indemnify and hold the other party harmless from and against any loss, cost, damage, expense (including reasonable attorneys' fees and expenses) or liability resulting from any claims that may be made against the other by any broker or other person claiming a fee or other compensation in connection with this transaction arising from the acts of the indemnifying party. The provisions of this Section 15 shall survive the Closing or the earlier termination of this Agreement.

16. Assignment. Neither Seller nor Purchaser shall have the right to assign its rights or to delegate its obligations under this Agreement without the prior written consent of the other.

17. Successors and Assigns; Governing Law. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be construed and enforced in accordance with the laws of the state of Oklahoma which are applicable to contracts executed wholly within that state.

18. Entire Agreement; Miscellaneous Provisions.

(a) This Agreement, together with Exhibits attached hereto, constitutes the entire agreement among the parties hereto and supersedes all prior statements, agreements or representations from one party to the other.

(b) The warranties, representations and agreements made herein by each party shall survive Closing hereunder and shall be and remain in full force and effect.

(c) All Exhibits attached hereto are incorporated herein by reference to the same and full extent as though such Exhibits were repeated in the body of this Agreement verbatim.

(d) This Agreement may not be modified, terminated or amended or any of its provisions waived except by a written instrument signed by the Seller, Purchaser, and the City.

(e) The terms "herein," "hereof," "hereunder" and other words of similar import mean and refer to this Agreement as a whole and not merely to the specific paragraph or clause in which the respective word appears unless expressly so stated.

19. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by overnight delivery service (*e.g.*, Federal Express, etc.), or (iv) sent by email in PDF format to the address sent below, and simultaneously mailed by first-class mail of the United States Postal Service or delivered by a nationally recognized overnight courier and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by email (if sent by email, provided the original is sent by one of the other permitted means as provided in this Paragraph 19 or by regular United States mail). Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Either party hereto may, from time to time and at any time, change its mailing address hereunder by giving notice to the other party. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

| | |
|---|---|
| **If to Purchaser**: | Lawton Economic Development Authority<br>212 SW 9th Street<br>Lawton, Oklahoma 73501<br>Attention: David Madigan, Chairman<br>Email: dmadigan@arvest.com |
| **If to the City:** | City of Lawton<br>212 SW 9th Street<br>Lawton, Oklahoma 73501<br>Attention: John Ratliff, City Manager<br>Email: john.ratliff@lawtonok.gov |
| With a copy to (for both Purchaser and City): | Office of the City Attorney<br>212 SW 9th Street<br>Lawton, Oklahoma 73501<br>Attention: Jari Askins, City Attorney<br>Email: jari.askins@lawtonok.gov<br><br>and<br><br>Center for Economic Development Law<br>Attn: Lisa M. Harden<br>301 N. Harvey, Suite 200<br>Oklahoma City, Oklahoma 73102<br>Email: Lisaharden@econlaw.com |
| **If to Seller**: | Comanche County Industrial Development Authority<br>P.O. Box 2334<br>Lawton, OK 73502<br>Attention: Paul Ellwanger, Chairman<br>Email: wp.ellwanger@yahoo.com |
| With a copy to: | Michael C. Mayhall<br>Godlove, Mayhall, Dutcher, Rabon & Watson, P.C.<br>802 S.W. “C” Avenue – P.O. Box 29<br>Lawton, Oklahoma 73502<br>Email: mmayhall@godlovelaw.com |

20. Indemnity. Seller assumes and shall be responsible for all obligations and claims occurring or arising in connection with its ownership and operation of the Property prior to the Closing Date and Purchaser, upon Closing hereunder, assumes and shall be responsible for all such obligations and claims occurring or arising from its ownership and operation of the Property on or subsequent to the Closing Date except as herein or in another agreement specifically provided to the contrary. Seller and Purchaser hereby each indemnifies and holds harmless the other against all loss, cost, damage and expense arising from or in any way connected with all such obligations and claims assumed by them respectively under the provisions of this Section 20. The indemnity

provisions of this Section 20 shall survive Closing for a period of one (1) year and the other provisions of this Section 20 shall survive Closing.

21. Further Acts. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

22. Force Majeure. If either Seller and Purchaser shall be unable to observe or perform any covenant or condition herein by reason of an event of Force Majeure (as hereafter defined), then the failure to observe or perform such covenant or condition shall not constitute a default hereunder provided that the party whose performance will be delayed shall give immediate notice to the other party and reasonable evidence of the occurrence of such Force Majeure event and shall cooperate with the other party in taking all such commercially reasonable actions as may be necessary or appropriate to mitigate, avoid, or lessen the adverse effects of such Force Majeure event. If Seller is the party whose performance will be delayed and the duration of the delay is reasonably expected to last, or does last, for a period exceeding ninety (90) days, the Purchaser may elect to terminate this Agreement and on such termination the parties shall have no further liability to each other hereunder. For purposes of this Agreement, "Force Majeure" means any condition or event not reasonably within the control of a party obligated to perform hereunder, including without limitation, strikes, lockouts, or other disturbances of employer/employee relations; acts of public enemies, orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots, epidemics; pandemics; earthquakes; fires; storms; droughts; floods; unusual and unforeseeably extreme weather events; subsidence; arrests; restraints of government and of people; partial or entire failure of utilities; war if declared by the United States Congress; a court of administrative or other governmental order or actions or failure to act (including a moratorium on development or the issuance of permits necessary for the development contemplated by Purchaser hereunder) by any governmental entity having jurisdiction; an act of terrorism; unavailability, or a disruption or delay in the supply chain of labor or materials arising proximately from a cause heretofore described.

23. Headings. The section headings and captions in this Agreement are for convenience and reference only and shall not be deemed a part of or affect the interpretation of this Agreement.

24. Gender; Plural; Singular. A reference in this Agreement to any gender, whether masculine, feminine or neuter, shall be deemed a reference to the others, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires.

25. Severability. If for any reason any paragraph or provision of this Agreement or the application thereof to any person, entity or circumstance shall be held to any extent to be invalid, unenforceable or contrary to any existing or future laws, then the remainder of this Agreement or the application of such paragraph or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

26. Time of the Essence. Time is of the essence of this Agreement. Any reference to a number of "days" herein shall be a reference to "calendar days" unless an express reference in said provision is made to "business days." For the purposes hereof, "**business day**" means any day other than a Saturday or Sunday, or any other day on which commercial banks are authorized or required to close under the laws of the United States or the State in which the Property is located. If any period or date described herein, including without limitation the Inspection Period and the Closing Date, expires on a day which is not a business day or any event or condition is required by the terms hereof to occur or be fulfilled on a day which is not a business day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding business day.

27. Attorneys' Fees. Either party to this Agreement which is the prevailing party (i.e., recovering substantially the relief requested) in any legal or equitable proceeding against the other party to this Agreement brought under or with relation to this Agreement for the transaction contemplated hereby and in which a final and unappealable decision shall be rendered, shall, in addition to any other remedy at law or provided herein, be entitled to recover court costs and the reasonable attorneys' fees and costs from the non-prevailing party.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a scanned PDF of an executed counterpart shall constitute an original.

29. City Participation; No Purchase Obligation. The City is a party to this Agreement solely for the limited purposes of (i) evidencing its consent to the transactions contemplated herein, including approval of the Purchaser's execution and delivery of the Note and the use of tax increment revenues pursuant to the STEDI Project Plan, and (ii) agreeing to those covenants expressly imposed upon the City under this Agreement.

The City shall not be deemed a purchaser of the Property, shall have no obligation to pay any portion of the Purchase Price or the Deferred Purchase Price, and shall have no liability under the Note or otherwise except as expressly set forth herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Seller has duly executed this Agreement as of the Effective Date.

**SELLER**:

**COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**,
a public trust

By:___________________________________
Name:______________________________
Title:_______________________________

ATTEST:

__________________________
Secretary

IN WITNESS WHEREOF, the Purchaser has duly executed this Agreement as of the Effective Date.

**PURCHASER**:

**LAWTON ECONOMIC DEVELOPMENT AUTHORITY,** a public trust

By: __________________________________
Name: ______________________________
Title: _______________________________

ATTEST:

__________________________
Secretary

IN WITNESS WHEREOF, the City has duly executed this Agreement as of the Effective Date.

**CITY:**

**CITY OF LAWTON,**
a municipal corporation

By: ________________________________
Mayor

ATTEST:

________________________
City Clerk

(SEAL)

**APPROVED** as to form and legality this _____ day of ______________, 2026.

_____________________________________
City Attorney

# EXHIBIT A

Legal Description of Land

A 320-acre parcel of land located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be W Gore Blvd, more particularly described as the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.

[The legal description is subject to revision to reflect the legal description set forth in the Title Commitment and Survey]

**EXHIBIT B**

**FORM OF PROMISSORY NOTE**

Lawton, Oklahoma
$1,100,000.00 ____________, 2026

**FOR VALUE RECEIVED**, the **LAWTON ECONOMIC DEVELOPMENT AUTHORITY** ("**Borrower**"), a public trust created pursuant to a trust indenture dated December 15, 1992, by the City of Lawton, promises to pay to the order of the **COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,** a public trust ("**Lender**"), the principal sum of **ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($1,100,000.00)** (the "**Principal Amoun**t"), subject to the following terms and conditions:

1. **Purpose**. This Note is executed pursuant to that certain Real Estate Purchase and Sale Agreement dated ___________, 2026, by and between Borrower and Lender ("**Purchase Agreement**"), pursuant to which Lender agreed to sell to Borrower and Borrower agreed to purchase from Lender approximately 320 acres of real property in Lawton, Comanche County, Oklahoma, as more particularly described therein ("**Property**"), which will serve as the site of a new industrial development by Firehawk Aerospace, Inc. Borrower and Lender consummated the closing on the sale of the Property on the Closing Date of ____________, 2026 ("**Closing Date**"). This Note evidences the Deferred Purchase Price described therein. Capitalized terms not defined herein shall have the meanings set forth in the Purchase Agreement.

2. **Interest**. No interest shall accrue on the outstanding principal balance of this Note.

3. **Payment Terms**. The Principal Amount shall be payable in four (4) equal annual installments of Two Hundred Seventy-Five Thousand and No/100 Dollars ($275,000) each, as follows:

The first installment of $275,000 is due and payable on July 1, 2028.
The second installment of $275,000 is due and payable on July 1, 2029.
The third installment of $275,000 is due and payable on July 1, 2030.
The fourth installment of $275,000 is due and payable on July 1, 2031.

All payments shall be applied to principal as no interest is due.

4. **Place and Manner of Payment**. Payments shall be made in lawful money of the United States by wire transfer or other immediately available funds to an account designated in writing by Lender, or at such other place as Lender may designate in writing.

5. **Prepayment**. Borrower may prepay this Note, in whole or in part, at any time without penalty or premium. Any partial prepayment shall be applied to the outstanding balance.

Notwithstanding the foregoing, if Borrower sells or conveys the Property prior to payment in full of this Note, Borrower shall apply to this Note, as a mandatory prepayment of principal, all cash proceeds actually received by Borrower from such sale or conveyance to the extent not required to be returned or remitted to the Oklahoma Development Finance Authority (ODFA) pursuant to the ODFA grant awarded to LEDA for the Project.

6. **Authorization**. This Note is issued pursuant to the Purchase Agreement and has been duly authorized by the Board of Trustees of Borrower and approved by the City Council of the City of Lawton, as required by law.

7. **Default**. An Event of Default shall occur if Borrower fails to remit any installment due hereunder within fifteen (15) days after the date such installment is due. .

8. **No Waiver.** Failure of Lender to exercise any right or remedy shall not constitute a waiver of that right or remedy.

9. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Oklahoma

10. **Severability**. In the event any one or more of the provisions hereof shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions hereof shall be in no way affected, prejudiced or disturbed thereby.

11. **Attorneys' Fees**. In the event of enforcement of this Note following an Event of Default, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

12. **Amendments**. This Note may be modified only by a written instrument executed by Borrower and Lender.

**IN WITNESS WHEREOF**, the Lawton Economic Development Authority has caused this Note to be executed in its name by the signature of its Chairman and attested by the signature of its Secretary and its corporate seal to be imprinted hereon, all as of the ____ day of ________, 2026.

Borrower: LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust

By: ___________________________
Chairman

ATTEST:

____________________________
Secretary

(SEAL)

# EXHIBIT C

## DUE DILIGENCE ITEMS

1. Existing Title Opinion

2. Existing Title Policy

3. A copy of all Exception Documents listed in the Title Policy

4. Existing ALTA Survey

5. Any environmental (Phase I/II), engineering and other physical reports of the Property in Seller's possession or obtainable by Seller

6. Any soil reports

7. All leases, subleases, licenses or other agreements which provide for the use or occupancy of any portion of the Property in favor of tenants, licensees, franchisees, concessionaires, or other persons or entities, together with any amendments, renewals, or extensions thereof.

8. All maintenance, service, supply, and utility contracts, reciprocal easement and/or operating agreements, common area maintenance agreements, CCRs (covenants, conditions, and restrictions), option agreements and other agreements relating to the Property, including all amendments thereto.

9. Property Tax Bills (Current year and Previous two years)

10. Existing Property Insurance Certificates

11. Original property photos

12. Evidence of Flood Plan Insurance (if applicable)

13. A narrative description of any pending or threatened litigation or condemnation actions at or affecting the Property

14. Any appraisals of the Property completed within the last three years

15. A zoning compliance report or letter from the appropriate governmental authority stating the Property is in compliance with all zoning, subdivision, and land use requirements.

16. Any other tests, studies, reports or investigations and all other documents and instruments relating to the Property

**EXHIBIT D**

**FORM OF SPECIAL WARRANTY DEED**

SPECIAL WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:**

THAT on this ______ day of __________, 2026, COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public trust ("Grantor"), for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto the LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust (the "Grantee"), whose mailing address is 212 SW 9th Street, Lawton, Oklahoma 73501, all of the Grantor's right, title and interest in and to the real property and premises situated in Comanche County, Oklahoma, as more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and appurtenances thereunto belonging (collectively, the "Property"); LESS AND EXCEPT all oil, gas, coal, metallic ores and other mineral interests therein and thereunder previously reserved or conveyed, and less all rights, interests, and estates of whatsoever nature incident thereto or arising therefrom; SUBJECT TO those covenants, conditions, restrictions, rights-of-way and other matters described on Exhibit B attached hereto (collectively, the "Permitted Exceptions"); and WARRANTS title to the Property to be free, clear, and discharged of and from, other than the Permitted Exceptions, all former grants, charges, taxes, judgments, mortgages, liens, and encumbrances of whatsoever nature made or suffered to be made or done by, through or under Grantor, but not otherwise.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, forever, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date shown above.

GRANTOR: COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public trust

**DO NOT SIGN; THIS IS A FORM ONLY**

By: ___________________________________

Name: ________________________

Title: ________________________

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )
) ss:
COUNTY OF COMANCHE )

Before me, a Notary Public in and for said State, on this _____ day of ___________, 2026 personally appeared ____________________, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _________________ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

_____________________________________
Notary Public

My Commission Expires: _____________________
My Commission Number: ______________________

(SEAL)

Exhibit A

Legal Description of the Property

A 320-acre parcel of land located west of NW 97$^{th}$ Street/NW Goodyear Blvd, east of NW 112$^{th}$ St and north of what would be W Gore Blvd, more particularly described as the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.

[The legal description is subject to revision to reflect the legal description set forth in the Title Commitment and Survey]

Exhibit B

Permitted Exceptions

(TO BE COMPLETED)

## EXHIBIT E

FORM OF CERTIFICATE CONFIRMING REPRESENTATIONS AND WARRANTIES

**SELLER'S CLOSING CERTIFICATE**

This Seller's Closing Certificate is furnished pursuant to that certain Real Estate Purchase and Sale Agreement (the "Agreement") with an effective date of ________, 2026, by and between COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public trust ("Seller"), and the LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust ("Purchaser"). Each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Agreement.

Seller hereby certifies to Purchaser as follows:

**SELLER'S REPRESENTATIONS**

1. All representations and warranties of Seller contained in Section 7 of the Agreement are true, correct and complete as of the date hereof.

2. All representations and warranties which, by their nature or pursuant to the Agreement would survive the closing, shall survive the closing and remain in full force and effect.

IN WITNESS WHEREOF, the Seller has executed this Certificate as of __________________, 2026.

**SELLER**:

**COMANCHE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a public trust

By:___________________________________

Name:_________________________________

Title:__________________________________

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )
) ss:
COUNTY OF COMANCHE )

Before me, a Notary Public in and for said State, on this _____ day of ___________, 2026 personally appeared ____________________, to me known as the _____________ of the Comanche County Industrial Development Authority, a public trust.

WITNESS my hand and official seal the day and year last above written.

_____________________________________
Notary Public

My Commission Expires: _____________________
My Commission Number: ______________________

(SEAL)

**Item Title:**
Consider and take action on a Resolution approving a Term Sheet by and among the City of Lawton, the Lawton Economic Development Authority, and Firehawk Aerospace, Inc. for the development of an industrial manufacturing facility; authorizing the preparation, negotiation, and execution of definitive agreements consistent with the term sheet; authorizing the incurrence of indebtedness and issuance of evidences of indebtedness by the Lawton Economic Development Authority pursuant to 60 O.S. §176; waiving competitive bidding for such obligations; authorizing the preparation, negotiation, and execution of all documents related thereto; designating a trustee, paying agent or other service provider, if necessary, and providing that all authorizations related to indebtedness are subject to City Council approval.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Richard Rogalski - LEDA Executive Director

**Background:**
This resolution approves a term sheet by and among the City of Lawton, the Lawton Economic Development Authority (LEDA), and Firehawk Aerospace, Inc. for the development of an industrial manufacturing facility. The term sheet establishes the general framework for the project.

Approval authorizes the preparation, negotiation, and execution of definitive agreements consistent with the term sheet, and authorizes LEDA to incur indebtedness and issue evidences of indebtedness pursuant to 60 O.S. §176, with competitive bidding waived for such obligations.

All authorizations related to indebtedness are subject to City Council approval.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
LEDA Resolution - Firehawk Term Sheet

**Key Issues:**
N/A

**Funding Source:**
STEDI TIF Revenue
ODFA P3 Grant

**Recommended Action:**
Approve the Resolution authorizing the Term Sheet between the City of Lawton, the Lawton Economic Development Authority, and Firehawk Aerospace, Inc., and authorize staff and legal counsel to proceed with the preparation, negotiation, and execution of all necessary agreements and related documents, subject to final City Council approval of any indebtedness.

**ATTACHMENTS:**

1. LEDA Res-Firehawk Term Sheet 3.20.2026C
2. Firehawk Aerospace Final Term Sheet 3.24.26

**RESOLUTION NO. 2026-____**

**A RESOLUTION APPROVING A TERM SHEET BY AND AMONG THE CITY OF LAWTON, THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY, AND FIREHAWK AEROSPACE, INC. FOR THE DEVELOPMENT OF AN INDUSTRIAL MANUFACTURING FACILITY; AUTHORIZING THE PREPARATION, NEGOTIATION, AND EXECUTION OF DEFINITIVE AGREEMENTS CONSISTENT WITH THE TERM SHEET; AUTHORIZING THE INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF EVIDENCES OF INDEBTEDNESS BY THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY PURSUANT TO 60 O.S. §176; WAIVING COMPETITIVE BIDDING FOR SUCH OBLIGATIONS; AUTHORIZING THE PREPARATION, NEGOTIATION, AND EXECUTION OF ALL DOCUMENTS RELATED THERETO; DESIGNATING A TRUSTEE, PAYING AGENT OR OTHER SERVICE PROVIDER, IF NECESSARY, AND PROVIDING THAT ALL AUTHORIZATIONS RELATED TO INDEBTEDNESS ARE SUBJECT TO CITY COUNCIL APPROVAL**

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**WHEREAS**, the City of Lawton ("City") seeks to promote economic development within the City by creating competitive industrial development opportunities, retaining and expanding employment in the area, attracting private capital investment, strengthening the tax base, and improving the quality of life for its residents; and

**WHEREAS**, as authorized by the Oklahoma Local Development Act, 62 O.S. § 850, *et seq*., the City Council of the City of Lawton ("City Council") adopted Ordinance No. 19-31, on December 10, 2019, approving the Skills Training, Education, Development and Investment (STEDI) Project Plan, to provide legal authorization and potential financial support for the development, improvement, and/or expansion of non-retail business enterprises with high quality employment opportunities, which was thereafter amended with the City Council's adoption of Ordinance No. 23-52, on December 29, 2023, and Ordinance No. 24-081, on December 10, 2024 (collectively, the "STEDI Project Plan"); and

**WHEREAS**, implementation of the STEDI Project Plan will further the public purposes of the Oklahoma Local Development Act by promoting economic development within the City, stimulating private capital investment, expanding employment opportunities, strengthening the tax base, and facilitating development that might otherwise be difficult or unlikely to occur without the economic development tools authorized under the STEDI Project Plan; and

**WHEREAS**, the Lawton Economic Development Authority, a public trust created for the use and benefit of the City of Lawton, Oklahoma ("LEDA") has an interest in promoting economic development by creating competitive industrial development opportunities within the City of Lawton as a method of retaining and expanding employment in the area, attracting major investment, enhancing the tax base, stimulating economic growth, improving the community's quality of life, and otherwise strengthening the community; and

**WHEREAS**, Firehawk Aerospace, Inc., a Delaware corporation, a defense technology company that specializes in advanced rocket propulsion systems ("Firehawk"), has expressed interest in developing, constructing, and operating certain industrial facilities to manufacture advanced rocket engines, solid rocket motors, and proprietary 3D-printed propellants for defense and aerospace applications, on approximately 320 acres of land in the City's industrial park ("Development Site"); and

**WHEREAS**, the City Council previously approved zoning changes and a binding site plan associated with the proposed Firehawk development through adoption of Ordinance No. 2025-60 on October 28, 2025, and through approval of a Certificate of Approval of a Use Permitted on Review, recorded in Book 10024, at Page 122, *et seq*., of the land records of Comanche County, Oklahoma; and

**WHEREAS**, the City Council and LEDA have approved a Funding Agreement with the Oklahoma Development Finance Authority ("ODFA"), which has awarded LEDA a grant in the amount of $22 Million Dollars in P3 funding ("Grant Funds") in support of the proposed development; and

**WHEREAS**, LEDA previously approved a Construction Manager at Risk Agreement with Ryan Herring Construction, Inc. on December 18, 2025, after conducting the statutory procurement and request for qualifications requirements under 61 O.S. §62(K); and

**WHEREAS**, LEDA, the City, and Firehawk have negotiated a term sheet (the "Term Sheet") establishing the principal business, financial, and development terms for the proposed project, including the structure for development of a completed and functioning manufacturing facility ("Operational Facility"), the funding framework, Firehawk's minimum investment, operational obligations, and public benefit requirements; and

**WHEREAS**, pursuant to the Term Sheet, LEDA will acquire the Development Site from the Comanche County Industrial Development Authority, a public trust, and thereafter lease it to Firehawk, and LEDA will construct, through a construction manager at risk delivery method, certain improvements, comprising the Base Bleed production line ("BB Line"), utilizing the Grant Funds awarded by ODFA; and

**WHEREAS**, the parties anticipate entering into an Economic Development Agreement, Ground Lease, Covenant Agreement, and related definitive agreements (collectively, the "Definitive Agreements") consistent with the Term Sheet; and

**WHEREAS**, pursuant to the Term Sheet, Firehawk will be responsible for design and engineering of the project and construction and equipping of additional project facilities including the rocket motor production line, with a commitment to invest not less than $28 million (in addition to LEDA's investment) in site development, improvements, and equipment (with the total development costs expected to exceed such amount), to continuously operate the Operational Facility for a minimum operating period of ten (10) years ("Minimum Operating Period"), and to create and maintain not fewer than 100 full-time equivalent jobs, with an average annual compensation of not less than $93,500.00 per employee, exclusive of benefits, during the Minimum Operating Period (collectively, Firehawk's development, investment, operation and employment obligations are referred to herein as the "Development"); and

**WHEREAS**, as contemplated by the Term Sheet, the Economic Development Agreement will establish Firehawk's obligations with respect to the Development, investment, operations, employment, and public benefit requirements associated with the Development; and

**WHEREAS**, as set forth in the Term Sheet, LEDA will lease the Development Site to Firehawk for an initial term of eleven (11) years, with rights to extend the initial term, and grant Firehawk a purchase option to acquire the property following completion of the BB Line improvements, subject to terms and conditions of the Ground Lease; and

**WHEREAS**, consistent with the Term Sheet, LEDA and Firehawk will execute a Covenant Agreement ("Covenant Agreement") securing Firehawk's obligations relating to the Public Benefit Obligation established under the Economic Development Agreement, including the payment of any Default Payment arising from failure to satisfy the employment or operational requirements associated with the Operational Facility during the Minimum Operating Period, and the payment of any PILOT Payments required under the Economic Development Agreement, and which shall be recorded in the land records of Comanche County constituting a covenant running with the land binding Firehawk and its permitted successors and assigns; and

**WHEREAS**, the Board of Trustees anticipates the need to obtain a short-term loan, in an amount not to exceed Eight Million Dollars ($8,000,000.00), to address potential timing differences between project construction payments associated with the BB Line and receipt of ODFA grant payments or reimbursements; and

**WHEREAS**, the Board of Trustees finds that the transactions contemplated under the Term Sheet, including development of the Operational Facility, will advance the public purposes of the STEDI Project Plan by supporting industrial development opportunities, encouraging private investment, expanding employment opportunities, and strengthening the tax base of the City; and

**WHEREAS**, the Board of Trustees therefore deems it appropriate to approve the Term Sheet, authorize the issuance of indebtedness to secure a short-term loan, and authorize the preparation and execution of the Definitive Agreements consistent with the Term Sheet.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Lawton Economic Development Authority:

**<u>Section 1</u>**. The Term Sheet between the Lawton Economic Development Authority, a public trust, the City of Lawton, and Firehawk Aerospace, Inc., setting forth the principal terms of the proposed development, is hereby approved.

**<u>Section 2</u>**. The Chairman (or Vice Chairman in the absence of the Chairman) is hereby authorized and directed, with the advice of legal counsel, to prepare, negotiate, and execute the Economic Development Agreement, Ground Lease, Covenant Agreement, and any ancillary or supporting documents (collectively, the "<u>Definitive Agreements</u>"), provided the Definitive Agreements are consistent with the Term Sheet and do not (a) materially increase the financial obligations of LEDA, or (b) materially alter the economic terms, minimum investment requirement, Operational Facility requirements, or public benefit framework approved herein. The Chairman (or Vice Chairman) is further authorized to make such modifications, corrections, or adjustments to the Definitive Agreements as may be necessary or appropriate to carry out the intent of this Resolution.

**<u>Section 3</u>**. Subject to the express approval of two-thirds (2/3) of the membership of the City Council of the City of Lawton ("<u>City Council</u>"), pursuant to 60 O.S. §176(F), as amended, the Lawton Economic Development Authority, a public trust organized and existing under the laws of the State of Oklahoma ("<u>LEDA</u>"), the beneficiary of which is the City of Lawton (the "<u>City</u>"), is hereby authorized and directed to obtain a loan from the Lawton Industrial Economic Development Authority, a public trust ("LIDA"), in a principal par amount not to exceed Eight Million Dollars ($8,000,000.00) (the "<u>Obligations</u>") and to issue a promissory note, other evidences of indebtedness or similar financing instrument evidencing a loan in such amount, which loan may be advanced in one or more disbursements. The Obligations shall be payable solely from funds legally available to the Lawton Economic Development Authority and shall not constitute a debt of the City of Lawton within the meaning of any constitutional or statutory limitation.

**<u>Section 4</u>**. The authorizations to incur indebtedness and to issue Obligations in a principal par amount not to exceed $8,000,000.00, is made in accordance with 60 O.S. §176, *et seq*., as amended, and is subject to the express approval of two-thirds (2/3) of the membership of the City Council, pursuant to 60 O.S. §176(F), as amended.

**<u>Section 5</u>**. The Chairman and Secretary of the Authority (or Vice Chairman and Assistant Secretary in the absence of the Chairman or the Secretary) hereby are authorized and directed, on behalf of the Authority, to determine the form and substance of, and to execute, attest and deliver a loan agreement, promissory note, pledge agreement, and other instruments necessary and appropriate to obtain the loan and secure repayment of the Obligations to LIDA, including, without limitation, the pledge of and the granting of a security interest in, any legally available revenues, funds, or contractual rights of LEDA, including, without limitation, grant proceeds, reimbursements, lease revenues, or other project-related revenues, as may be determined necessary and appropriate. By a majority vote of not less than three-fourths (3/4) of the Board of Trustees, in accordance with 60 O.S. §176(G), as amended, competitive bidding with respect to the Obligations is hereby expressly waived, and is subject to the express approval of at least seven (7) of the nine

(9) Trustees voting in favor of said Resolution as required by 60 O.S. §176(G), and the incurrence of the Obligations, on a negotiated basis, evidencing said indebtedness to LIDA is hereby approved, provided that the final terms of such loan documents are consistent with this Resolution and do not exceed the maximum principal par amount authorized herein.

**Section 6**. The Chairman and Secretary of the Authority (or Vice Chairman and Assistant Secretary in the absence of the Chairman or the Secretary) are hereby authorized, with the advice of counsel, to designate a trustee, paying agent, or similar service provider in connection with the Obligations, if it is deemed necessary and beneficial, and such officers are authorized to execute an agreement for such services and to prepare, negotiate, approve, finalize, execute, modify and deliver all documents related to the Obligations and all instruments and documents contemplated by this Resolution consistent with applicable law and the terms approved herein. The execution and delivery of any document authorized by this Resolution shall be conclusive evidence of the approval of such document by LEDA.

PASSED, APPROVED, AND ADOPTED the ____ day of March, 2026.

___________________________________
David Madigan, Chairman

ATTEST:

(SEAL)

___________________________
Secretary

I, ________________, Secretary to the Trustees of the Lawton Economic Development Authority, certify that the foregoing Resolution No. 2026-____ was properly adopted at a special meeting of the Trustees of the Lawton Economic Development Authority, held on the _____ day of March, 2026, at Lawton City Hall, 212 S.W. 9th Street, Lawton, Oklahoma, that a quorum was present at all times throughout said meeting, and that at least seven (7) of the nine (9) Trustees voted in favor of said Resolution, in accordance with 60 O.S. §176.

___________________________________
Secretary

(SEAL)

**Lawton Economic Development Authority and Firehawk Aerospace, Inc., Industrial Development and Lease/Purchase Term Sheet**

Purpose and Structure - This Term Sheet outlines the basic terms for the development, ground lease (the "**Lease**"), and purchase option of an industrial facility on approximately 320 acres of real property within Lawton, Oklahoma between the Lawton Economic Development Authority ("**LEDA**"), the City of Lawton ("**City**"), and Firehawk Aerospace, Inc., a Delaware corporation ("**Firehawk**").

1. Industrial Developer/Tenant: Firehawk Aerospace, Inc., a Delaware corporation.

2. Landlord: Lawton Economic Development Authority, a public trust.

3. Leased Premises: A 320-acre parcel of land located west of NW 97th Street/NW Goodyear Blvd, east of NW 112th St and north of what would be W Gore Blvd, more particularly described as the South Half (S/2) of Section Twenty-Five (25), Township Two (2) North, Range Thirteen (13) West, I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof (the "**Land**"), and all improvements thereon, including, without limitation, the Site Facilities to be constructed by Landlord.

4. Site Facilities to be Constructed: The improvements comprising the Site Facilities to be constructed by LEDA and Firehawk pursuant to the Lease are generally described on **Exhibit A**. Final scope, configuration, specifications, and sequencing of construction for the specific improvements to be constructed by the parties shall be as set forth in mutually approved Construction Documents and may be refined to accommodate engineering, permitting, public procurement requirements, funding conditions, and site-specific conditions, provided that any material deviation from the program described on **Exhibit A** shall require the prior written approval of LEDA and Firehawk. LEDA's approval of the improvements to be constructed by Firehawk shall not be unreasonably withheld, conditioned, or delayed.

5. Project Timing and Completion: The project will include the construction of one energetics facility (the "**Project**") and related improvements described on Exhibit A (collectively, the "**Site Facilities**". The current Project Schedule is attached as **Exhibit B**. The total project cost inclusive of all Site Facilities, infrastructure, and equipment for the full-scale facility is approximately $65 million. Notwithstanding the foregoing, the Definitive Agreements shall require Firehawk to complete the Initial Operational Facility, as defined in Section 15, as the minimum functional development outcome for commencement of operations at the site. Firehawk shall complete the Initial Operational Facility no later than May 31, 2027 ("**Initial Operational Facility Completion Date**"), as reflected in

the Project Schedule attached as Exhibit B. Nothing in this Section 5 or in the definition of Initial Operational Facility shall limit or diminish Firehawk's obligation, at its sole cost and expense, to construct and equip the Full-Scale Facility in accordance with the Project Schedule and the Definitive Agreements.

6. Permitted Use: Energetics Manufacturing, Assembly, and Compliance Verification; to include an office, laboratory, machine shop, system control and monitoring, shipping and receiving of energetic and non-energetic materials, storage of raw, processed, and energetic materials, quality control/batch testing, processing of energetic materials and additive manufacturing, and assembly of the propellant into a final product. Firehawk shall not seek or obtain any change in use without LEDA's prior written approval.

7. Lease Term: Eleven (11) Years.

8. Lease Commencement: The Lease shall become effective upon execution by the parties of the Lease.

9. Professional Design Services: Firehawk shall retain and pay engineering and architectural consultants to prepare all Construction Documents for the bidding and construction of the Site Facilities, and to perform all construction phase services. Firehawk shall provide LEDA with complete executed copies of all professional design and engineering contracts for the Project. Such agreements shall expressly set forth (i) the scope of services; (ii) the fee structure and reimbursable costs; and (iii) provisions expressly permitting LEDA and its construction manager at risk (CMAR) as intended third-party beneficiaries, with the right to rely upon and enforce the services and work product of such professionals. If any such agreements do not contain provisions acceptable to LEDA providing for the foregoing reliance and enforcement rights, Firehawk shall cause its design professionals and engineers, at no additional cost to LEDA, to execute an addendum, in form and substance reasonably satisfactory to LEDA, incorporating such provisions. The documented, out-of-pocket amounts paid by Firehawk for said professional design and engineering services as verified and approved by LEDA will be credited against the Purchase Price in the event Firehawk exercises the Purchase Option pursuant to Section 24. The rent schedule is subject to adjustment until the lease is finalized and executed by the parties.

   Firehawk's design professionals shall deliver to LEDA and its CMAR all plans, specifications, and Construction Documents necessary for the bidding, permitting, construction, commissioning, maintenance, repair, and any future modification of the Site Facilities, in the formats reasonably required by LEDA and its CMAR. Firehawk shall cause its design professionals to grant to LEDA and its CMAR a nonexclusive, irrevocable, perpetual license to use, reproduce, and rely upon the Design Documents for (i) construction of the Site Facilities;

(ii) future alterations, maintenance, repairs, replacements, or expansions; (iii) regulatory compliance; and (iv) any decommissioning or neutralization obligations arising under the Lease or any related agreements. Such license shall survive the termination or expiration of the Lease; provided, however, that nothing herein shall obligate LEDA to complete the Project in the event of Firehawk's default, insolvency, or early termination. Construction phase services shall include construction administration, review of submittals and shop drawings, site visits and observation, responding to requests for information, evaluation of change order requests, review and certification of pay applications, substantial completion and punch list, and final completion and closeout review. In performing construction phase services for the Project, Firehawk's design professionals and engineers shall coordinate with and provide information to LEDA and its CMAR; however, no provision herein shall be construed to create a direct contractual relationship between LEDA and such design professionals except as expressly provided for third-party beneficiary and license rights above.

10. Site Facilities: The total cost of the Site Facilities, infrastructure, and equipment as described in Exhibit A and Exhibit B is approximately $65 million ("Full-Scale Facility"). Subject to LEDA's receipt of funding from the Oklahoma Development Finance Authority (ODFA), LEDA shall fund up to $22 million in the construction of Site Facilities and associated CMAR fees (LEDA's Investment); Firehawk will invest an estimated amount of $18 million in the construction of Site Facilities and CMAR fees (Firehawk's Site Investment); Firehawk shall invest an estimated amount of $25 million to equip the Site Facilities (Firehawk's Equipment Investment). Firehawk shall provide evidence of its investment through paid invoices, lien releases, contractor certifications, and auditor or CPA verification acceptable to LEDA. LEDA's obligation to fund the construction of the Site Facilities is expressly contingent upon LEDA's receipt of ODFA funding and satisfaction of any conditions associated therewith and, in connection therewith, LEDA agrees to keep Firehawk reasonably apprised of the status of such funding. LEDA shall have no obligation to fund any portion of the Site Facilities from its own funds except to the extent ODFA funding is received for such purpose. Firehawk shall be solely responsible for all costs not funded by LEDA

11. Base Rent: Annual Base Rent for the initial term of the Lease shall be payable in full on July 1 of each Rent Year, in the amounts set forth below. The Lease shall be an absolute net lease. Base Rent shall be subject to reduction by earned Employment Credits as expressly provided in Section 15.1.

| | |
|---|---|
| July 1, 2027 | $100,000 |
| July 1, 2028 | $200,000 |
| July 1, 2029 | $400,000 |
| July 1, 2030 | $400,000 |
| July 1, 2031 | $400,000 |

| | |
|---|---|
| July 1, 2032 | $400,000 |
| July 1, 2033 | $400,000 |
| July 1, 2034 | $400,000 |
| July 1, 2035 | $400,000 |
| July 1, 2036 | $400,000 |

"**Rent Year**" means each twelve (12) month period commencing on July 1 and ending on June 30 during the Term. Except for earned Employment Credits applied pursuant to Section 15.1, all Rent shall be paid without offsets, counterclaims, abatements, or deductions of any kind. No credits in Section 9 or Section 24 shall apply to Base Rent.

12. Lease Form: The Lease, Economic Development Agreement, Covenant Agreement, and related transaction documents ("**Definitive Agreements**") will be prepared by LEDA's counsel. Execution of the Definitive Agreements will be conditioned upon: (i) LEDA's acquisition of title to the Land; (ii) approval of the transaction and Definitive Agreements by LEDA and the City; and (iii) satisfaction of such other conditions as are reflected in the Definitive Agreements.

13. Security Deposit: None.

14. Firehawk Improvements; Firehawk's Minimum Investment: The Project is comprised of the Initial Operational Facility and the Full-Scale Facility. Firehawk shall be responsible for funding such improvements except to the extent funded by LEDA from ODFA grant funds. Firehawk currently estimates that it will invest approximately $18 million to construct and $25 million to equip the Full-Scale operational site, for a total estimated investment of $43 million (collectively, the "**Estimated Investment**"). To achieve initial operating capacity at this site, an estimated $30 million in construction costs ($22 million from LEDA and $8 million from Firehawk) and $14 million in equipment (solely from the Firehawk) will be required, for a total estimated investment of $44 million to be funded by LEDA's Investment and Firehawk's Minimum Investment. Firehawk shall be obligated to invest no less than $22 million in the Initial Operational Facility ("**Minimum Investment**"). The parties acknowledge that the Minimum Investment represents Firehawk's estimated baseline capital commitment and may not reflect the total cost required to achieve Initial Operational Facility status. For purposes of this Term Sheet, "**Initial Operational Facility**" means a completed and functioning manufacturing facility on the Land with sustained manufacturing operations, and not solely testing or pilot operations, including the buildings, utilities, infrastructure, equipment described in Groups 1 through 3, on Exhibit B, and such other improvements reasonably necessary to support such operations, with material production equipment installed, commissioned, and operating for its intended manufacturing output in the ordinary course of business. Firehawk shall be solely responsible for funding all costs necessary to construct, equip,

and place into service the Initial Operational Facility on or before the Operational Facility Completion Date that are not funded by LEDA from ODFA grant funds. Firehawk's obligation to complete the Initial Operational Facility on or before the Initial Operational Facility Completion Date shall not be limited by the amount of the Minimum Investment or the Estimated Investment. Firehawk shall be solely responsible for any shortfall between available funds and the actual costs required to achieve Initial Operational Facility status.

The Minimum Investment shall constitute a material covenant under the Definitive Agreements. As a condition precedent to the commencement of construction, Firehawk shall deliver to LEDA for its reasonable approval evidence of binding, unconditional financing commitments or other sources of capital sufficient when combined with LEDA's funding, to construct, equip, and place into service the Initial Operational Facility, and not materially dependent on speculative or non-binding future financing. If at any time the updated construction cost estimates for completion of the Initial Operational Facility reflect that the then-available committed funding sources are insufficient to complete and place into service the Initial Operational Facility, Firehawk shall promptly deliver to LEDA updated evidence reasonably satisfactory to LEDA demonstrating that Firehawk has secured sufficient financing or capital to cover such shortfall and to achieve Initial Operational Facility status based on then-current Construction Documents, procurement pricing, and updated cost estimates. Continued vertical construction of the Full-Scale Facility shall be subject to LEDA's reasonable confirmation that sufficient committed funding is available to complete the Full-Scale Facility. The Definitive Agreements shall further require Firehawk, prior to commencement of vertical construction of the Full-Scale Facility or such other milestone as may be specified therein, to demonstrate to LEDA's reasonable satisfaction that Firehawk has entered into binding construction contracts or a CMAR agreement and equipment contracts, or other procurement commitments, sufficient to achieve Full-Scale Facility status consistent with the then-current Construction Documents and Project Schedule.

During construction, Firehawk shall provide LEDA with evidence of its actual design and site improvement costs through paid invoices, lien releases, contractor certifications, and auditor, or CPA verification acceptable to LEDA, in order to receive credit toward the Purchase Price, as contemplated in Section 24.

14.1 <u>Economic Development Agreement; Operating Covenant Agreement.</u> Simultaneously with the execution of the Lease, the parties shall execute an Economic Development Agreement ("**EDA**") and Operating Covenant Agreement ("**Covenant Agreement**") which will, among other things, reflect Firehawk's obligations to satisfy the Minimum Investment, to continuously operate the Initial Operational Facility for a minimum period of ten (10) years (the

"**Minimum Operating Period**"), and maintain the applicable employment milestone for each Rent Year as set forth below (including at least one hundred (100) full-time equivalent employees at the Site Facilities for Rent Year 2029 and thereafter), with an average annual salary of not less than Ninety-Three Thousand Five Hundred Dollars ($93,500) per year (or hourly equivalent based on 2,080 hours), exclusive of bonuses, incentive compensation, equity grants, signing bonuses, relocation allowances, and employer-paid benefits. "**Full-time equivalent**" means 2,080 paid hours per year (including paid time off) and two part-time positions totaling 2,080 hours may equal one full-time equivalent employee. Firehawk shall provide annual certification of employment count and compensation, signed by an authorized officer, certifying as to the total and average annual employee compensation, separating wages and employee benefits, together with supporting third-party payroll reports or redacted OESC filings sufficient to verify information (SSNs and personally identifiable information redacted or omitted), in a form reasonably acceptable to LEDA. Full-time equivalent employment shall be calculated based on the average number of FTE employees employed during the applicable Rent Year. Employment levels shall exclude temporary agency labor, independent contractors, and employees not primarily assigned to the Site Facilities. FTE employees shall be counted toward the applicable employment milestone provided Firehawk satisfies the average annual salary requirement set forth below for the applicable Rent Year.

The Minimum Operating Period shall commence on the date of issuance of the final certificate of occupancy for the Initial Operational Facility sufficient for commencement of production operations ("**Start Date**"). The Covenant Agreement will be recorded in the land records of Comanche County contemporaneously with execution of the Lease and EDA and shall constitute a covenant running with the land binding Firehawk and its permitted successors and assigns.

Public Benefit Obligation: The parties acknowledge that Firehawk's continued operations and maintenance of employment thresholds in Lawton constitute material consideration for the public investment in the Project and any future conveyance of the Property. Accordingly, the EDA and Covenant Agreement shall establish a public benefit amount of $3.5 million ("**Public Benefit Obligation**"), representing the Base Rent for Lease Years 1 through 10, based on Firehawk's anticipated exercise of the Purchase Option (defined in Section 24). The Public Benefit Obligation shall be subject to annual forgiveness based on Firehawk's continued operations and satisfaction of employment and compensation thresholds during the Minimum Operating Period. Any failure to continuously operate the Initial Operational Facility (subject to force majeure) or maintain required employment and compensation levels during the Minimum Operating Period shall result in Firehawk's obligation to pay LEDA the then-outstanding balance of the Public Benefit Obligation.

For illustrative purposes only and without limitation, if Firehawk continuously operates the Project through Rent Year 2033 but thereafter ceases operations and does not satisfy the required employment and compensation thresholds for Rent Years 2034, 2035, and 2036, Firehawk would be obligated to pay LEDA the then-outstanding balance of the Public Benefit Obligation attributable to those Rent Years, which, based on the credit schedule below, would equal $1.2 million.

"**Employment Credits**" shall be calculated annually based on (i) the verified number of full-time equivalent employees employed by Firehawk at the Site Facilities, and (ii) Firehawk's satisfaction of the average annual compensation requirements set forth above, in each case measured during each Rent Year. For purposes of calculating Employment Credits, the annual credit per employee has been determined at $4,000 using a per-employee public benefit value (the "**Per-Employee Credit Value**") to be included in the EDA and Covenant Agreement. If the employment milestone is satisfied for each Rent Year and no event of default exists under the Definitive Agreements, Firehawk will earn Employment Credits as indicated below for each Rent Year.

| Rent Year | Employment Milestone | Credit Per Employee | Maximum Annual Credit |
|---|---|---|---|
| 2026 | N/A | N/A | N/A |
| 2027 | 25 | $4,000 | $100,000 |
| 2028 | 50 | $4,000 | $200,000 |
| 2029 | 100 | $4,000 | $400,000 |
| 2030 | 100 | $4,000 | $400,000 |
| 2031 | 100 | $4,000 | $400,000 |
| 2032 | 100 | $4,000 | $400,000 |
| 2033 | 100 | $4,000 | $400,000 |
| 2034 | 100 | $4,000 | $400,000 |
| 2035 | 100 | $4,000 | $400,000 |
| 2036 | 100 | $4,000 | $400,000 |

Employment Credits for any Rent Year shall be determined by multiplying the certified number of FTE employees employed at the Site Facilities during such Rent Year by the Per-Employee Credit Value, provided Firehawk satisfies the required average annual compensation threshold. Employment Credits for a Rent Year shall be deemed earned only upon LEDA's written verification and reasonable approval of Firehawk's annual certification and provided that no uncured event of default exists at the time of application. Employment Credits earned for each Rent Year shall constitute the amount of annual forgiveness applied to the Public Benefit Obligation for such Rent Year. For illustrative purposes only and without limitation, if during Rent Year 2034 Firehawk employs 95 full-time equivalent employees at the Site Facilities and satisfies the required annual compensation threshold, rather than the required 100, Firehawk would earn Employment Credits for only those 95 employees. At the Per-Employee Credit Value of $4,000, Firehawk would earn $380,000 in Employment Credits for that Rent Year, resulting in a remaining payment obligation to LEDA of $20,000 for Rent Year 2034.

The Public Benefit Obligation shall be secured by the Covenant Agreement, shall be independent of the Purchase Price (defined in Section 24), and shall survive the execution of the Lease, the EDA, and any conveyance of the Property.

15. Operating Expenses: Operating expenses shall be the responsibility of Firehawk on an Absolute Net (NNN) basis so that the Lease shall yield to LEDA the full amount of all Rent. Firehawk will be responsible for payment of the costs of operating, maintaining, and repairing the Leased Premises to include, without limitation, all taxes, assessments, insurance, and utilities.

16. Landlord's Work: LEDA shall cause the Site Facilities to be designed, in coordination with Firehawk, and constructed as a turn-key project, through a construction manager at risk (CMAR) delivery method, as described in Exhibit A and depicted on the Site Plan (Exhibit C), based on mutually agreed-upon plans and specifications (Construction Documents) that comply with public procurement laws and any applicable grant requirements. LEDA shall approve any change orders requested by Firehawk and will require prepayment for any scope changes requested by Firehawk. All buildings, structures, infrastructure, and other improvements constructed on the Land, whether by LEDA, the CMAR, or Firehawk, shall be and remain the property of LEDA unless and until conveyed to Firehawk pursuant to its exercise of the Purchase Option (defined in Section 24). LEDA, through the CMAR, shall use commercially reasonable efforts to complete the work in accordance with the attached project schedule, subject to unavoidable delays outside LEDA's and the CMAR's control.

17. Maintenance and Warranties: Firehawk shall maintain the Leased Premises in a first-class condition during the term of the Lease, as it may be extended. Warranties on all building systems provided by the building and trade contractors shall be delivered as required by the Contract Documents. Notwithstanding the foregoing, Firehawk shall be responsible for any damages caused by their own negligence or negligence of hired contractors, vendors or employees. Firehawk shall also be responsible for procuring a quarterly preventative maintenance contract for the HVAC system.

18. Early Occupancy: Provided that Firehawk does not interfere with or cause delays to any work being performed to the Leased Premises by or on behalf of LEDA, Firehawk may have non-exclusive access to the Leased Premises beginning upon mutual execution of a formal Lease agreement (and satisfaction of obligations thereunder including providing evidence of insurance) and once the building is watertight with the roof structure installed and drive aisles have been constructed. Early Occupancy Period conditions and turnover to be further

defined in the Lease. During Early Occupancy, Firehawk shall comply with all insurance and indemnity requirements of the Lease. Without limiting the foregoing, Firehawk shall obtain and maintain insurance types and limits consistent with DoD energetics manufacturing standards, including excess liability coverage, environmental impairment liability, and business interruption insurance

19. ADA/Code Compliance: The issuance of the Certificate of Occupancy shall be evidence that the Site Facilities satisfactorily meet all local building codes, including but not limited to ADA and local municipal regulations.

20. Compliance with Laws and Operational Requirements. Firehawk, its permitted successors and assigns, and their respective employees, operators, contractors, subcontractors, and agents shall operate the Project and use the Leased Premises in full compliance with all applicable, local, state, and federal laws, ordinances, regulations, permits, and governmental requirements, including without limitation all environmental, hazardous materials, explosives, defense-related, and workplace safety requirements applicable to the manufacture, handling, storage, transportation, and disposal of energetics or explosive materials. Without limiting the foregoing, Firehawk shall comply with all applicable Department of Defense, ATF, OSHA, EPA, and state and local regulatory requirements governing explosive or energetic materials and related manufacturing activities, including siting, storage, safety, and separation-distance requirements applicable to HD 1.1 or similar materials. Firehawk shall promptly take all actions required by applicable law to maintain the Leased Premises in compliance, including any remediation, corrective action, or operational modifications required by any governmental authority. Firehawk shall be solely responsible for all fines, penalties, costs, and expenses arising from any violation of applicable law resulting from its operations or those of its contractors, employees, or invitees. Firehawk acknowledges that certain aspects of its operations may be subject to regulation under 27 C.F.R. Part 555 and related federal explosives laws; however, compliance with such regulations shall not limit Firehawk's broader obligations under the Lease to comply with all applicable environmental, safety, defense-related, and hazardous materials laws or to protect the condition of the Leased Premises.

21. Option to Expand/Modify: Any request to expand or modify the Site Facilities must include schematic scope, preliminary plans, schedule impact, and cost estimate and such expansion/modification shall: (a) be approved by the City to the extent such expansion or modification materially deviates, as determined by the City, from the binding Site Plan attached hereto as Exhibit C, which is the Site Plan incorporated in the Certificate of City Council Approval of a Use Permitted on Review recorded in Book 10024, at Page 122, et seq., of the land records of Comanche County, Oklahoma on November 23, 2025; (b) approved by LEDA; (c) be consistent with the Permitted Use, (d) be cost neutral or at

Firehawk's sole expense, (e) clearly identify any delay in Substantial Completion, and (f) not impact public funding available to LEDA. All expansion/modification work shall proceed by CMAR change-order in accordance with applicable public-procurement and funding rules and shall not jeopardize grant/financing compliance. Before any notice to proceed on expansion work is issued, Firehawk shall pre-fund the CMAR/LEDA approved incremental costs (including design and CMAR fees, LEDA's costs, contingency, testing/inspection) and provide any required increases to insurance and security deposit. Adjustments to lease terms, including without limitation Base Rent, Term, security deposit, and insurance, attributable to the expansion will be agreed in writing concurrently with the approval of the expansion scope and cost.

22. <u>Extension Terms:</u> Firehawk shall have three (3) successive five (5)-year extension terms on the same lease and conditions, except as to Base Rent (as provided below), each an "**Extension Term**." Firehawk must give LEDA written notice of its election to extend the Lease, or not extend the Lease, eighteen (18) months before the expiration of the then-current Term. If Firehawk does not provide timely notice and no Firehawk event of default exists, the Term automatically extends for the next five-year Extension Term. The starting Base Rent of any Extension Term shall be the greater of: (a) 103% of the final Lease Year's Base Rent of the expiring Term, or (b) the final Lease Year's Base Rent multiplied by the CPI-U 12-month percentage change most recently published before the Extension Term begins (capped at 5%). Thereafter, Base Rent shall increase annually by three percent (3%) during the Extension Term, unless otherwise agreed in writing at the time of extension and approved by LEDA. Any Extension Term is conditioned on Firehawk (x) delivering and maintaining required insurance and the security deposit, and (y) remaining in compliance (as verified by LEDA) with operating covenants, employment covenants, and applicable public funding requirements. Automatic extension does not apply if Firehawk has timely delivered a Purchase Option notice.

23. <u>Option to Purchase:</u> Firehawk shall have the option ("**Purchase Option**") to purchase the Leased Premises (comprised of the Site Facilities described on Exhibit A and the Land), at any time after completion of the Initial Operational Facility, provided (a) no default exists under the Definitive Agreements signed by the parties; and (b) ODFA and any other funding source confirm that no repayment or recapture obligation will be triggered by such sale, or that any such repayment amount will be fully satisfied at or prior to closing. To exercise the Purchase Option, Firehawk shall provide LEDA with no less than 6 months' prior written notice. The purchase price ("**Purchase Price**") will equal the total amount of the Initial Public Investment, reduced by the following credits ("**Public Investment Credits**"): 1) verified professional design costs incurred by Firehawk, 2) verified site improvement costs incurred by Firehawk in connection with the Site Facilities, currently estimated at $18 million. The "**Initial Public Investment**" is $23.6 million, which represents the amount of public funds to

be expended for acquisition, construction, design, and public improvements required for the Project, and is comprised of $22 million in ODFA funds and estimated land acquisition costs of $1.6 million. The Initial Public Investment excludes the public costs of the offsite sewer main extension required to service the Project, which will be constructed at an estimated cost of $3.5 million and may serve other users. Public Investment Credits in excess of the Initial Public Investment shall not create any payment, reimbursement, offset, or other obligation of LEDA or the City, and the Purchase Price shall in no event be less than zero. Firehawk acknowledges that it shall have no claim against LEDA or the City for any excess credits, and that such excess shall not modify, reduce, or otherwise affect Firehawk's independent obligations under the Definitive Agreements.

All closing expenses will be paid by Firehawk. Unless otherwise agreed, closing shall occur within thirty (30) days after the end of Firehawk's 6-month written notice period. Closing will be subject to title, survey, and conveyance conditions.

a. Title Review: The Lease will address title and survey matters applicable to the Purchase Option. Firehawk shall have an initial title review/objection period under the Lease, after which Firehawk will not have the right to object to any title matters disclosed in an existing title commitment or survey except for monetary liens created by, defects in title caused by LEDA, and any new matters shown in an updated commitment and not reflected in the existing title commitment.

24. Signage: Firehawk shall have the right to design, locate and install signage on the Land, at Firehawk's expense, as permitted by City of Lawton Code. Firehawk shall be responsible for the removal of such signage upon vacating the Leased Premises.

25. Environmental Condition: To LEDA's actual knowledge, the Land is free of hazardous materials or contamination. LEDA shall provide Firehawk with a Phase I environmental report and shall allow Firehawk to perform a Phase II environmental site assessment, if desired, at Firehawk's expense, prior to lease execution. Firehawk shall not cause or permit the release, disposal, or migration of any hazardous substances, wastes, energetics, explosives, or regulated materials, on or about the Leased Premises except in strict compliance with applicable laws and the permitted operations of the Project. Firehawk shall: strictly comply with all applicable local, state, and federal laws and regulations, including those governing hazardous materials and energetics; comply with all applicable Department of Defense, ATF, and related safety and storage requirements applicable to explosive or energetics materials; bear sole responsibility for remediation, response, removal, or corrective action related to hazardous or regulated materials brought to, generated on, or emanating from the Leased Premises by or through Firehawk and its operations; and indemnify and hold harmless LEDA and the City from all liabilities, claims, costs and

expenses arising from hazardous materials, energetics, explosives, environmental contamination, or violations of law resulting from Firehawk's operations, excluding only pre-existing conditions not caused or exacerbated by Firehawk. Firehawk shall provide LEDA, not less than annually and promptly following any material incident, release, or regulatory action, a written environmental and operational certification, in form reasonably acceptable to LEDA, confirming: compliance with applicable environmental and safety laws; the absence (or disclosure) of any reportable releases or contamination; any remediation, enforcement action, or regulatory notice affecting the Leased Premises; and continued compliance with applicable explosives and energetics handling and storage requirements. LEDA and the City shall have the right, upon reasonable notice and not more than once annually absent a material incident, to request reasonable supporting documentation or third-party verification of such certification if LEDA has a good-faith basis to believe a material compliance issue may exist. The parties acknowledge that applicable regulatory requirements governing energetics and explosive materials operations may not fully address all risks associated with long-term environmental condition of the Leased Premises. Accordingly, the Definitive Agreements shall include commercially reasonable provisions designed to protect LEDA and the City against contamination, regulatory noncompliance, abandonment, or insolvency-related risks associated with such operations, including continuing indemnification, survival of environmental obligations, and post-operations site clearance requirements.

26. Decommissioning and Removal. Upon expiration or termination of the Lease (unless as a result of the exercise of the Purchase Option), in whole or in part, Firehawk shall, at its sole cost and expense: promptly decommission all operations; neutralize and lawfully remove all energetics, explosive materials, precursors, hazardous materials, and regulated substances and materials; and remove specialized manufacturing and storage equipment from the Leased Premises; in each case in accordance with all applicable federal, state, local, and defense-related regulatory laws and accepted industry standards. All decommissioning, removal, remediation, and environmental-clearance obligations shall survive termination or expiration of the Lease and remain fully enforceable against Firehawk until completed to the reasonable satisfaction of LEDA, the City, and applicable regulatory authorities. LEDA and the City shall have the right to reasonably monitor such activities and impose reasonable access controls or safety conditions necessary to ensure safe and lawful completion of decommissioning and removal. Within thirty (30) following completion of all required activities, Firehawk shall deliver to LEDA and the City a written certification from an authorized officer confirming completion in compliance with the lease and applicable law, together with any reasonably required third-party environmental documentation, as may be required to evidence proper removal, remediation, and site clearance. Upon expiration or termination of the Lease, Firehawk must deliver a Phase I (and Phase II if recommended) showing no contamination. In the event of abandonment,

insolvency, or cessation of operations without completion of required decommissioning, LEDA and the City shall have the right, but not the obligation, to undertake such work and recover all costs from Firehawk.

27. Assignment & Subleasing: Any proposed sublease or assignment of the Lease by Firehawk shall require LEDA's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any permitted assignee or sublessee shall be required to assume in writing all applicable obligations of Firehawk under the Lease and related Definitive Agreements to the extent applicable to the portion assigned or subleased. Notwithstanding the foregoing, LEDA may withhold consent to any proposed assignment or sublease to an entity that, in LEDA's reasonable judgment, lacks the financial capacity, operational capability, regulatory standing, or reputational qualifications necessary to operate an energetics manufacturing facility in compliance with applicable law and the requirements of the Definitive Agreements. After the Start Date, Firehawk shall be permitted to assign the Lease, without LEDA's consent, to (i) any wholly-owned affiliate of Firehawk; and (ii) an entity that succeeds to all or substantially all of the shares, interests or assets of Firehawk; provided any such entity contemporaneously assumes in writing, in form reasonably acceptable to LEDA, Firehawk's obligations under the Definitive Agreements.

28. Surrender. Upon expiration or sooner termination of the Lease, other than pursuant to Firehawk's exercise of the Purchase Option, Firehawk shall peaceably surrender the Leased Premises to LEDA in good order and condition, ordinary wear and tear excepted, free and clear of all liens arising through Firehawk. Firehawk shall, at its sole cost and expense, remove all equipment, personal property, materials, and waste, repair any damage caused by such removal, and ensure that the Leased Premises are free of hazardous substances, energetics, regulated materials, and related contamination attributable to Firehawk's operations, all in compliance with applicable law and the environmental and decommissioning obligations set forth in the Definitive Agreements.

29. Other Terms: The definitive Lease shall include additional terms and customary provisions, including, without limitation, title review and conveyance, insurance coverage (commercial general liability, property, and workers' compensation), environmental warranties and indemnities, compliance with laws, default and remedies, and other terms typical for industrial leases involving public facilities.

30. Public Approvals: This Term Sheet is subject to the approval of LEDA and the City of Lawton, as necessary, appropriate, or otherwise required by law.

This term sheet is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations with respect to the matters referred to herein, unless and until definitive agreements have been fully executed and delivered by the parties. Prior to delivery of definitive executed agreements, and without any liability to the other party, either party may propose different terms from those summarized herein.

Firehawk, the City, and LEDA acknowledge and agree to the terms and conditions as outlined above.

FIREHAWK:

FIREHAWK AEROSPACE, INC.,
a Delaware corporation

By: ______________________________
Name: _____________________
Title: _____________________

Date: _____________________

LEDA:

LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust

By: ______________________________
Name: _____________________
Title: _____________________

Date: ___________________

CITY:

CITY OF LAWTON, a municipal corporation

By: ______________________________
Mayor

Date: ________________

**Exhibit A: Lawton Facility Buildings and Designated Operations (Site Facilities)**

| # | Building | Planned Size (ft x ft) | UPOR Size (ft x ft) | Operations |
|---|---|---|---|---|
| 1 | Main Building | 225 x 225 | 225 x 225 | The main building will serve as the operational center for the facility; however, it can also serve some manufacturing applications in the designated shop area. The space is designed to support the day-to-day activities of the site. |
| 2 | Control Room | 40 x 60 | 100 x 100 | The control room is a critical operational center designed to allow for real-time monitoring and management of the manufacturing buildings. Additionally, this space will be used as an evacuation site in case of weather emergencies (i.e. tornado). |
| 3 | Energetics Lab | 60 x 100 | 100 x 100 | The laboratory is used to analyze energetic materials in very small quantities. It provides a controlled environment for quality control. |
| 4 | Shipping/ Receiving Building | 60 x 60 | 100 x 100 | This building is exclusively for the shipping and receiving of inert materials. |
| 5-10 | ECM (Bunkers) (6) | 14.5 x 40 | 30 x 60 | The bunkers will house different stages of the propellant for both safety and secure storage. Each bunker will serve a specific purpose. |
| 11 | Test Stands (2) | 30 x 60 | 30 x 60 | These stands will allow engineers to measure performance, ensure safety and gather necessary information. The facility is NOT a regular testing site; only batch tests will be conducted at irregular times throughout the year. |
| 12 | Assembly Building | 60 x 100 | 125 x 125 | The assembly building is where the completed grains are x-rayed and assembled into their final packaging. |
| 13 | Extruder Building | 60 x 130 | 75 x 125 | The extruder is responsible for producing uniform propellant pellets from raw materials, which will be used as feedstock for the 3D printers. |
| 14 | AP Grinder Building | 60 x 80 | 60 x 100 | This building is for raw material preparation, specifically for grinding AP. |

| | | | | |
|---|---|---|---|---|
| 15 | Printer Building | 75 x 100 | 125 x 125 | The print building is dedicated to the additive manufacturing of the completed propellant grains. |
| 16 | Compression Molding Building | 70 x 130 | - | This building is dedicated to the compression manufacturing of the completed propellant grains. |

A main road throughout the facilities will be utilized to access the various buildings described above. At a minimum, all roadways, utilities, buildings, and other site facilities will be constructed to City of Lawton standards for industrial development. The layout of these buildings was chosen due to Department of Defense requirements, DoD 4145.26 and DESR 6055.09 document. All buildings will be rated to hold HD 1.1 material for safety purposes and to not limit the production facilities capabilities. The first stringent requirement is any facility housing more than 450 lbs of material must be 1,250 ft from any inhabited building or other property. Because of this, the manufacturing buildings and bunkers must be 1,250 feet from the edges of the property and the main building.

## Exhibit B

Project Schedule

Group 1 – Production Buildings
(AP Grinder, Co-kneader, Compression Molder, Control Room)

- Design: Jan–May 2026
- Construction: Jun–Dec 2026
- Equipment Install: Sep–Dec 2026
- Commissioning: Dec 2026–May 2027

Group 2 – Supporting Buildings
(QC Lab, Assembly, Shipping/Receiving)

- Design: May–Sep 2026
- Construction: Oct 2026–Mar 2027

Group 3 – Storage Bunkers (4 ECM incl. duplicates)

- Design: Oct–Dec 2026
- Construction: Jan–Mar 2027

Group 4 – Additional Supporting Buildings
(Main Building, Test Stands, duplicate bunkers (2))

- Design: Jan–May 2027
- Construction: June–Oct 2027
- Duplicate bunkers (peak capacity): Complete Q2 2027

Group 5 – Additional Production Building
(Printer Building)

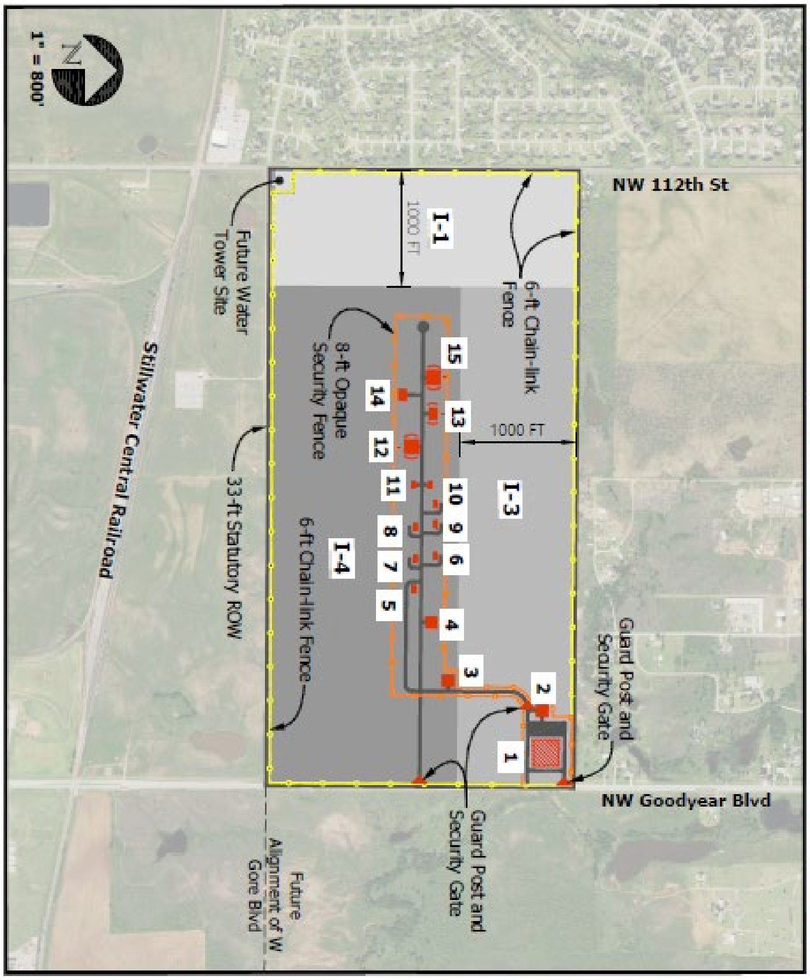
- Design: June–August 2027
- Construction: Sept–Dec 2027

# Exhibit C

## Firehawk Aerospace
### Soutwest Rail Industrial Park, Lawton-Fort Sill, Oklahoma

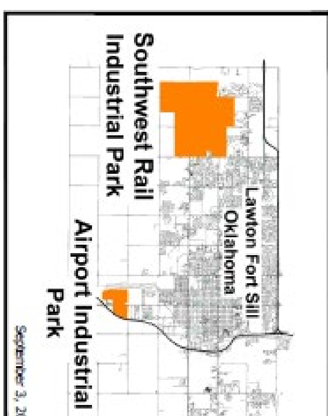
**Legal Description of Property:** The South ½ of Section 25, T2N, R13W, I.M.

**Uses within the I-4 Zoning District:** Energetics Manufacturing, Assembly, and Compliance Verification; to include a laboratory, shipping and receiving of energetic materials, storage of raw, process, and energetic materials, quality control/batch testing, processing of energetic materials and additive manufacturing, and assembly of the propellant and rocket casings.




**Building Schedule**

| # | Name | Size (W x L x H)(Max Bldg Area) |
|---|---|---|
| 1 | Main Building | 225' x 225' x 50' (50,625 sq. ft) |
| 2 | Control Room | 100' x 100' x 30' (10,000 sq. ft) |
| 3 | Energetics Lab | 100' x 100' x 30' (10,000 sq. ft) |
| 4 | Energetics Shipping/Receiving | 100' x 100' x 50' (10,000 sq. ft) |
| 5 | ECM 1 | 30' x 60' x 13' (1,800 sq. ft) |
| 6 | ECM 2 | 30' x 60' x 13' (1,800 sq. ft) |
| 7 | ECM 3 | 30' x 60' x 13' (1,800 sq. ft) |
| 8 | ECM 4 | 30' x 60' x 13' (1,800 sq. ft) |
| 9 | AGM 1 | 30' x 60' x 10' (1,800 sq. ft) |
| 10 | AGM 2 | 30' x 60' x 10' (1,800 sq. ft) |
| - | ECM (Optional) | 30' x 60' x 10' (1,800 sq. ft) |
| 11 | Test Stands (2) | 30' x 60' x 20' (1,800 sq. ft) |
| 12 | Assembly Building | 125' x 125' x 40' (15,625 sq. ft) |
| 13 | Extruder Building | 75' x 100' x 40' (7,500 sq. ft) |
| 14 | AP Grinder Building | 60' x 100' x 40' (6,000 sq. ft) |
| 15 | Printer Building | 125' x 125' x 40' (15,625 sq. ft) |




September 3, 2025

**Item Title:**
Receive a Report from Herring Construction (CMAR) regarding progress on the Firehawk Aerospace construction project, consider authorizing the CMAR to begin preparing bid packages as necessary to complete the construction of the improvements to be funded by LEDA, obtaining bids for same in accordance with Article 2 of the CMAR Agreement and in accordance with the Oklahoma Competitive Bidding Act, and reporting to LEDA the results of any such bidding for award by a majority vote of the board, and take other action as deemed necessary.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Ryan Herring - Herring Construction

**Background:**
Herring Construction, serving as the Construction Manager at Risk (CMAR) for the Firehawk Aerospace project, will provide a report on the current progress of construction. The report will include updates on milestones, schedules, and any issues impacting the project. The Authority will also consider authorizing the CMAR to prepare and solicit bid packages as necessary to complete improvements funded by LEDA, in accordance with Article 2 of the CMAR Agreement and the Oklahoma Competitive Bidding Act. Results of such bidding will be reported to the Board for award by majority vote. This item ensures LEDA oversight of project completion and facilitates timely procurement and construction activities.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
None

**Key Issues:**
N/A

**Funding Source:**
ODFA P3 Grant

**Recommended Action:**
Receive the progress report from Herring Construction regarding the Firehawk Aerospace project, authorize the CMAR to prepare and solicit bid packages as necessary to complete LEDA-funded improvements in accordance with the CMAR Agreement and the Oklahoma Competitive Bidding Act, direct staff to report bidding results to the Board for award by majority vote, and take any other action deemed necessary.

**ATTACHMENTS:**
None

**Item Title:**
Consider appointing a LEDA Representative to the LURA Downtown Revitalization Steering Committee.

**Initiator:** Richard Rogalski - LEDA Executive Director

**Information Source:** Richard Rogalski - LEDA Executive Director

**Background:**
Appointment of a LEDA representative to the LURA Downtown Revitalization Steering Committee will allow the Authority to participate in planning and oversight of downtown redevelopment initiatives.

**Correlation to the True North Statement:**
Transparency and Trust

**Exhibit:**
None

**Key Issues:**
N/A

**Funding Source:**
N/A

**Recommended Action:**
Appoint a LEDA Representative to the LURA Downtown Revitalization Steering Committee.

**ATTACHMENTS:**
None