



City of Lawton

City Council

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

Special Meeting Agenda

Monday, March 30, 2026

6:30 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order with Invocation and Pledge of Allegiance

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

Roll Call

Business Items

1. Consideration and action upon a resolution of the City of Lawton, Oklahoma, (the "City") approving and authorizing the incurring of indebtedness by the trustees of the Lawton Industrial Development Authority (the "Authority") to be accomplished by the issuance of its Note, or other evidences of indebtedness, to be loaned to Lawton Economic Development Authority ("LEDA") in one or more series either in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount, in the aggregate principal par amount of not to exceed Eight Million and No/100 Dollars (\$8,000,000.00) (the "Note") to provide for the financing all or a portion of the costs of acquisition, development, construction, of a completed and functioning industrial manufacturing facility for Firehawk Aerospace, Inc. ("Firehawk") development project (the "Project") and to address potential timing differences for LEDA in project construction payments and receipt of grant funds for the Project, all for the benefit of the City; and pay costs of issuance related thereto; approving the award of the sale of said Note on a negotiated basis, waiving competitive bidding in regard to the sale of said Note; approving and authorizing execution and delivery of documents in connection therewith; and the taking of other action with respect thereto.
2. Consider 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 financing of a portion of the

purchase price through the issuance of obligations by the Lawton Economic Development Authority pursuant to 60 O.S. §176; waiving competitive bidding for such obligations; and authorizing the Mayor or Mayor Pro Tem to approve, finalize, execute, modify and deliver necessary and appropriate documents.

3. Consider 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 issuance of obligations by the Lawton Economic Development Authority pursuant to 60 O.S. §176; and waiving competitive bidding for such obligations.

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:

Consideration and action upon a resolution of the City of Lawton, Oklahoma, (the “City”) approving and authorizing the incurring of indebtedness by the trustees of the Lawton Industrial Development Authority (the “Authority”) to be accomplished by the issuance of its Note, or other evidences of indebtedness, to be loaned to Lawton Economic Development Authority (“LEDA”) in one or more series either in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount, in the aggregate principal par amount of not to exceed Eight Million and No/100 Dollars (\$8,000,000.00) (the “Note”) to provide for the financing all or a portion of the costs of acquisition, development, construction, of a completed and functioning industrial manufacturing facility for Firehawk Aerospace, Inc. (“Firehawk”) development project (the “Project”) and to address potential timing differences for LEDA in project construction payments and receipt of grant funds for the Project, all for the benefit of the City; and pay costs of issuance related thereto; approving the award of the sale of said Note on a negotiated basis, waiving competitive bidding in regard to the sale of said Note; approving and authorizing execution and delivery of documents in connection therewith; and the taking of other action with respect thereto.

Initiator: John Ratliff, City Manager

Information Source: John Ratliff, City Manager, Timothy Wilson, Deputy City Attorney

Background:

The City desires to make certain capital improvements for the benefit of the City. This resolution authorizes and approves the incurring of indebtedness by the trustees of the Lawton Industrial Development Authority (herein the “Authority”) to be accomplished by the issuance of its Note, or other evidences of indebtedness to be loaned to Lawton Economic Development Authority (“LEDA”) in one or more series either in these series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount, in the aggregate principal par amount of not to exceed Eight Million and No/100 Dollars (\$8,000,000.00) (the “Note”) for the purpose of provide for the financing all or a portion of the costs of acquisition, development, construction, of a completed and functioning industrial manufacturing facility for Firehawk Aerospace, Inc. (“Firehawk”) development project (the “Project”) and to address potential timing differences for LEDA in project construction payments and receipt of grant funds for the Project, all for the benefit of the City; and pay costs of issuance related thereto; providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; approving the award of the sale of said Note on a negotiated basis, approving the waiver of competitive bidding with respect to the sale of said Note; and approving the proceedings of the Authority pertaining to the sale of said Note; and all matters related thereto, including execution of all related documents thereto.

Correlation to the True North Statement:

Exhibit:

Resolution No. 26-

Key Issues:

Does City Council approve of the Authority accepting the terms of the loan?

Funding Source:

This is a new note issuance which will be paid from grant receipts received by the Lawton Economic Development Authority (“LEDA”) from the Oklahoma Development Finance Authority, such grant receipts being assigned by LEDA to the Lawton Industrial Development Authority.

Recommended Action:

Approve the resolution authorizing the Authority to authorize a new loan for the Firehawk Aerospace project in the total aggregate principal par amount of not to exceed \$8,000,000.00.

ATTACHMENTS:

1. CC Resolution

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF LAWTON, STATE OF OKLAHOMA MET IN SPECIAL MEETING AT THE CITY COUNCIL CHAMBERS, 212 S.W. 9TH, LAWTON, OKLAHOMA, ON THE 30TH DAY OF MARCH, 2026, AT 6:30 P.M.

COUNCILMEMBERS PRESENT:

COUNCILMEMBERS ABSENT:

(Other Proceedings)

Thereupon, a resolution was introduced and the title was read in full by the Mayor. Councilmember _____ moved passage of the resolution, and Councilmember _____ seconded the motion. The motion, carrying with it the approval of said resolution, was approved by the following vote:

AYE:

NAY:

The resolution so approved was as follows:

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY OF LAWTON, OKLAHOMA, (THE “CITY”) APPROVING AND AUTHORIZING THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE LAWTON INDUSTRIAL DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO BE ACCOMPLISHED BY THE ISSUANCE OF ITS NOTE, OR OTHER EVIDENCES OF INDEBTEDNESS, TO BE LOANED TO LAWTON ECONOMIC DEVELOPMENT AUTHORITY (“LEDA”) IN ONE OR MORE SERIES EITHER IN SERIES NAMES OR OTHERS DETERMINED AS NEEDED ON A TAX-EXEMPT OR TAXABLE BASIS, AT A PREMIUM OR DISCOUNT, IN THE AGGREGATE PRINCIPAL PAR AMOUNT OF NOT TO EXCEED EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) (THE “NOTE”) FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF ACQUISITION, DEVELOPMENT, CONSTRUCTION, OF A COMPLETED AND FUNCTIONING INDUSTRIAL MANUFACTURING FACILITY FOR FIREHAWK AEROSPACE, INC. (“FIREHAWK”) DEVELOPMENT PROJECT (THE “PROJECT”), AND TO ADDRESS POTENTIAL TIMING DIFFERENCES FOR LEDA IN PROJECT CONSTRUCTION PAYMENTS AND RECEIPT OF GRANT FUNDS FOR THE PROJECT, ALL FOR THE BENEFIT OF THE CITY;

AND PAY COSTS OF ISSUANCE RELATED THERETO; APPROVING THE AWARD OF THE SALE OF SAID NOTE ON A NEGOTIATED BASIS, WAIVING COMPETITIVE BIDDING IN REGARD TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH; AND THE TAKING OF OTHER ACTION WITH RESPECT THERETO.

WHEREAS, the Lawton Industrial Development Authority, a public trust (the "Authority"), has been created by a Trust Indenture for the use and benefit of the City of Lawton, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176-180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Trustees of the Authority have determined upon a financing plan consisting of providing funds to the Lawton Economic Development Authority ("LEDA") for the purpose of financing all or a portion of the costs of acquisition, development, construction, of a completed and functioning industrial manufacturing facility for Firehawk Aerospace, Inc. ("Firehawk") development project, all for the benefit of the City and its inhabitants thereof and to pay costs of issuance related thereto (collectively, the "Project"); and

WHEREAS, LEDA (the "Borrower") is a public trust created by a Trust Indenture for the use and benefit of the City pursuant to the Act and is authorized pursuant to its trust purposes and proposes to undertake the Project pursuant to a term sheet by and among LEDA, the City and Firehawk (the "Term Sheet") for the construction and development of the Project; and

WHEREAS, in order to effect the said financing of the Project and to address potential timing differences for LEDA in project construction payments and receipt of grant funds for the Project, the Trustees of the Authority intend to incur indebtedness in the total aggregate principal par amount of not to exceed Eight Million and No/100 Dollars (\$8,000,000.00), said indebtedness to be evidenced by the issuance of its Note, or other evidences of indebtedness, in one or more series in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount (the "Note"), to be loaned to LEDA, for the purpose of financing all or a portion of the costs of acquisition, development, construction, of a completed and functioning industrial manufacturing facility for Firehawk and to address potential timing differences for LEDA in project construction payments and receipt of grant funds for the Project, all for the benefit of the City, and to pay costs of issuance related thereto in support of the Authority's purposes

WHEREAS, it is hereby determined to be in the best interest of the citizens of the City and pursuant to the public purpose of said Authority and the City, in order to promote economic development opportunities, encourage private investment, expand employment opportunities for its inhabitants and strengthen the tax base of the City; and

WHEREAS, LIDA is a public trust created pursuant to 60 O.S. §176, et seq., for the use and benefit of the City, and the obligations incurred by LIDA in connection with the Project or related financing shall be obligations of LIDA alone and shall not constitute a debt, liability, or obligation of the City or a pledge of the City's credit or taxing power.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The aforesaid plan and the financing thereof, as submitted, will provide funds for the purpose of financing all or a portion of the costs of acquisition, development, construction, of a completed and functioning industrial manufacturing facility for Firehawk Aerospace, Inc. development project, all for the benefit of the City and to pay costs of issuance related thereto (the "Project"). The aforesaid Project will serve the public purposes of the City and hereby is expressly determined to be in furtherance of the public purposes for which the Authority was created.

SECTION 2. The incurring of indebtedness by the Trustees of the Lawton Industrial Development Authority (the "Authority") to be loaned to the Lawton Economic Development Authority ("LEDA") in the aggregate principal par amount of not to exceed Eight Million and No/100 Dollars (\$8,000,000.00) in one or more series on a tax-exempt or taxable basis, at a premium or discount, for the purpose of financing all or a portion of the costs of acquisition, development, construction, of a completed functioning industrial manufacturing facility for Firehawk Aerospace, Inc. ("Firehawk") development project (the "Project") and to address potential timing differences for LEDA in project construction payments and receipt of grant funds for the Project, all for the benefit of the City, and to pay costs of issuance related thereto is hereby consented to, authorized and approved, provided that said Note shall never constitute a debt of the City. Further, the City Council hereby approves, by a three-fourths (3/4) or greater vote, the waiver of competitive bidding with regard to the award of the sale of the Note to a qualified financial institution as designated in a note purchase agreement on a negotiated basis as determined by the Authority. Pursuant to 60 O.S. §176(G), as amended, competitive bidding upon the Note evidencing said indebtedness hereby is expressly waived and negotiated sale of the Note evidencing said indebtedness to such a qualified financial institution is hereby approved.

SECTION 3. Pursuant to the requirement of 60 O.S. Section 176(F), the City Council of the City of Lawton, Oklahoma, by a two-thirds (2/3) or greater vote, hereby approves and authorizes the incurring of indebtedness by the Lawton Industrial Development Authority (herein the "Authority") in a maximum aggregate principal par amount of up to Eight Million and No/100 Dollars (\$8,000,000.00) said indebtedness to be evidenced by the issuance of the Authority's Note, or other evidences of indebtedness, in one or more series in series names or others determined as needed on a tax-exempt or taxable basis, at a premium or discount (the "Note"), of the Authority pursuant to the terms and conditions contained in a Note Indenture securing the Note, such Note being described and authorized by the Resolution of the Authority on March _____, 2026.

SECTION 4. It is further affirmed that the organizational document creating the Authority will be subject to the provisions of the Note Indenture or other authorizing document authorizing the issuance of said Note.

SECTION 5. The Mayor, Mayor Pro Tem, Clerk, or Deputy City Clerk of the City representing the City at the closing of the above-referenced Note issue are hereby authorized to approve, finalize, execute, record, file and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel. The execution and delivery of any document authorized by this Resolution shall be conclusive evidence

of the approval of such document by the City.

SECTION 6. By reason of the need for the benefit to the citizens of the City that can be realized with the Project and for the immediate preservation of the public peace, health and safety, this Resolution shall be effective immediately upon its adoption.

SECTION 7. In all other respects all the actions of the Authority taken on March _____, 2026, with respect to the issuance of the Note and otherwise are hereby and by these presents expressly approved, confirmed, and ratified in all respects.

This resolution shall become effective immediately.

THIS RESOLUTION PASSED AND APPROVED by the City Council of the City of Lawton, Oklahoma this _____th day of March, 2026.

CITY OF LAWTON, OKLAHOMA

Stan Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

(SEAL)

APPROVED as to form and legality this _____th day of March, 2026.

Jari Askins, City Attorney

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Lawton, Oklahoma.

I further certify that the City Council of the City of Lawton, Oklahoma, held a Special Meeting at _____ P.M. on March _____, 2026, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS MARCH _____, 2026.

CITY OF LAWTON, OKLAHOMA

(SEAL)

City Clerk

Item Title:

Consider 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 financing of a portion of the purchase price through the issuance of obligations by the Lawton Economic Development Authority pursuant to 60 O.S. §176; waiving competitive bidding for such obligations; and authorizing the Mayor or Mayor Pro Tem to approve, finalize, execute, modify and deliver necessary and appropriate documents.

Initiator: John Ratliff, City Manager

Information Source: Timothy Wilson, Deputy City Attorney

Background:

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 acquisition of the development site and the financing 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. In the interest of the City, its citizens, and the affected taxing jurisdictions, it is appropriate to approve the Purchase Agreement and the Note and authorize the necessary financing for payment of the Deferred Purchase Price.

Correlation to the True North Statement:

Exhibit:

Resolution

Key Issues:

Funding Source:

STEDI TIF Revenue

Recommended Action:

Approve the 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 financing of a portion of the purchase price through the issuance of obligations by the Lawton Economic Development Authority pursuant to 60 O.S. §176; waiving competitive bidding for such obligations; and authorizing the Mayor or Mayor Pro Tem to approve, finalize, execute, modify and deliver necessary and appropriate documents.

ATTACHMENTS:

1. CC Res CCIDA-LEDA Purchase Agreement 3.16.2026

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 FINANCING OF A PORTION OF THE PURCHASE PRICE THROUGH THE ISSUANCE OF OBLIGATIONS BY THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY PURSUANT TO 60 O.S. §176; WAIVING COMPETITIVE BIDDING FOR SUCH OBLIGATIONS; AND AUTHORIZING THE MAYOR OR MAYOR PRO TEM TO APPROVE, FINALIZE, EXECUTE, MODIFY AND DELIVER NECESSARY AND APPROPRIATE DOCUMENTS.

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, under terms whereby LEDA will construct, as a turn-key project using a construction manager at risk, a portion of the proposed Firehawk development, referred to as the BB Line, with Twenty Two Million Dollars (\$22,000,000.00) in grant funds from the Oklahoma Development Finance Authority (“ODFA”) and Firehawk will construct the remaining portions of the proposed development, committing to a minimum investment of \$55 million in site development and improvements; 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 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 Project; and

WHEREAS, the City Council 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 City Council therefore deems it appropriate and in the best interests of the City, its citizens, and the affected taxing jurisdictions to approve the Purchase Agreement and the Note, and authorize the financing necessary for payment of the Deferred Purchase Price; and

WHEREAS, LEDA is a public trust created pursuant to 60 O.S. §176, et seq., for the use and benefit of the City, and the obligations incurred by LEDA in connection with the acquisition of the Development Site shall be obligations of LEDA alone and shall not constitute a debt, liability, or obligation of the City or a pledge of the City’s credit or taxing power.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lawton:

Section 1. The Real Estate Purchase and Sale Agreement by and among the Comanche County Industrial Development Authority, a public trust (“CCIDA”), the Lawton Economic Development Authority, a public trust having as its beneficiary the City of Lawton (“LEDA”), and the City of Lawton, a municipal corporation (“City”) is hereby approved.

Section 2. The Mayor (or Mayor Pro Tem in the absence of the Mayor) 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 finalize and execute the Real Estate Purchase and Sale Agreement on behalf of the City, provided that such modifications do not materially increase the financial obligations of LEDA or materially alter the economic terms approved herein, and to execute and deliver any ancillary or supporting documents necessary to effectuate the purchase of the Development Site.

Section 3. By a vote of not less than two-thirds (2/3) of the membership of the City Council, in accordance with 60 O.S. §176(F), as amended, the issuance of obligations, including 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. Payment of the Deferred Purchase Price Obligations shall in no way be or become an obligation of the City and nothing herein shall obligate the City to pledge its credit or taxing power.

Section 4. By a majority vote of not less than three-fourths (3/4) of the membership of the City Council, in accordance with 60 O.S. §176(G), as amended, competitive bidding on the sale or placement of the Deferred Purchase Price Obligations is hereby expressly waived, and Lawton Economic Development Authority is authorized to place such obligations by negotiation at a price not less than par value, in compliance with 60 O.S. §176, as amended.

Section 5. The Mayor (or Mayor Pro Tem in the absence of the Mayor) is authorized and directed to approve, finalize, execute, record, file, and/or deliver all instruments and documents contemplated by this Resolution consistent with applicable law and the terms approved herein, and the City Clerk (or Deputy City Clerk) is authorized and directed to provide all attestations and certifications necessary to consummate the issuance of the Deferred Purchase Price Obligations and the acquisition of the Development Site. The execution and delivery of any document authorized by this Resolution shall be conclusive evidence of the approval of such document by the City.

PASSED AND APPROVED, this _____ day of March, 2026.

MAYOR

ATTEST:

Donalynn Blazek-Scherler,
City Clerk

(SEAL)

Approved as to form and legality this ____ day of March, 2026.

City Attorney

I, Donalynn Blazek-Scherler, City Clerk for the City of Lawton, certify that the foregoing Resolution No. CC-2026-__ was properly adopted at a regular meeting of the City Council of the City of Lawton, 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 six (6) of the eight (8) Council members voted in favor of Section 3 of said Resolution, and that by a separate vote at least seven (7) of the eight (8) Council members voted in favor of Section 4 of said Resolution, in accordance with 60 O.S. §176, *et seq.*, as amended.

(SEAL)

City Clerk

Item Title:

Consider 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 issuance of obligations by the Lawton Economic Development Authority pursuant to 60 O.S. §176; and waiving competitive bidding for such obligations.

Initiator: John Ratliff, City Manager

Information Source: Timothy Wilson, Deputy City Attorney

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 the indebtedness.

Correlation to the True North Statement:

Exhibit:

Resolution and Term Sheet

Key Issues:

Funding Source:

Oklahoma Development Finance Authority Grant Funding and other legally available monies.

Recommended Action:

Approve the 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 issuance of obligations by the Lawton Economic Development Authority pursuant to 60 O.S. §176; and waiving competitive bidding for such obligations.

ATTACHMENTS:

- 1. CC 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 ISSUANCE OF OBLIGATIONS BY THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY PURSUANT TO 60 O.S. §176; AND WAIVING COMPETITIVE BIDDING FOR SUCH OBLIGATIONS

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, 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, LEDA anticipates the need to obtain a short-term loan, in a principal par 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 City Council 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 City Council therefore deems it appropriate and in the best interests of the City, its citizens, and the affected taxing jurisdictions to approve the Term Sheet, approve the incurrence of indebtedness by LEDA in connection with a short-term loan for project costs pending receipt of grant funds or other project revenues, and authorize the preparation and execution of the Definitive Agreements consistent with the Term Sheet; and

WHEREAS, LEDA is a public trust created pursuant to 60 O.S. §176, et seq., for the use and benefit of the City, and the obligations incurred by LEDA in connection with the Development or related financing shall be obligations of LEDA alone and shall not constitute a debt, liability, or obligation of the City or a pledge of the City’s credit or taxing power.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lawton:

Section 1. The Term Sheet between the City of Lawton (“City”), the Lawton Economic Development Authority, a public trust (“LEDA”) and Firehawk Aerospace, Inc. (“Firehawk”), setting forth the principal terms of the proposed development, is hereby approved.

Section 2. The Mayor (or the Mayor Pro Tem in the absence of the Mayor) 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 “Definitive Agreements”), 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 Mayor (or Mayor Pro Tem) 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.

Section 3. By a vote of not less than two-thirds (2/3) of the membership of the City Council, in accordance with 60 O.S. §176(F), as amended, the Lawton Economic Development Authority, a public trust, is hereby authorized to issue obligations, including a promissory note or similar financing instrument evidencing a short-term loan, in a principal par amount not to exceed Eight Million Dollars (\$8,000,000.00) (“Obligations”), which may be obtained from the Lawton Industrial Development Authority, a public trust, for the purpose of financing project costs pending receipt of grant funds or other project revenues, and to incur indebtedness in connection therewith. Payment of the Obligations shall in no way be or become an obligation of the City and nothing herein shall obligate the City to pledge its credit or taxing power.

Section 4. By a majority vote of not less than three-fourths (3/4) of the membership of the City Council, in accordance with 60 O.S. §176(G), as amended, competitive bidding on the sale or placement of the Obligations is hereby expressly waived, and Lawton Economic Development Authority is authorized to place such obligations by negotiation at a price not less than par value, in compliance with 60 O.S. §176, as amended.

Section 5. The Mayor (or Mayor Pro Tem in the absence of the Mayor) is authorized and directed to approve, finalize, execute, record, file, and deliver all instruments and documents contemplated by this Resolution consistent with applicable law and the terms approved herein, and the City Clerk (or Deputy City Clerk) is authorized and directed to provide all attestations and certifications necessary to consummate the issuance of the Obligations. The execution and delivery of any document authorized by this Resolution shall be conclusive evidence of the approval of such document by the City.

PASSED AND APPROVED, this ____ day of March, 2026.

MAYOR

ATTEST:

Donalynn Blazek-Scherler,
City Clerk

(SEAL)

Approved as to form and legality this ____ day of March 2026.

City Attorney

I, Donalynn Blazek-Scherler, City Clerk for the City of Lawton, certify that the foregoing Resolution No. CC-2026-__ was properly adopted at a regular meeting of the City Council of the City of Lawton, 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 six (6) of the eight (8) Council members voted in favor of Section 3 of said Resolution, and that by a separate vote at least seven (7) of the eight (8) Council members voted in favor of Section 4 of said Resolution, in accordance with 60 O.S. §176, *et seq.*, as amended.

(SEAL)

City Clerk

**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 Economic Development Agreement; Operating Covenant Agreement. 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. Extension Terms: 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. Option to Purchase: 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

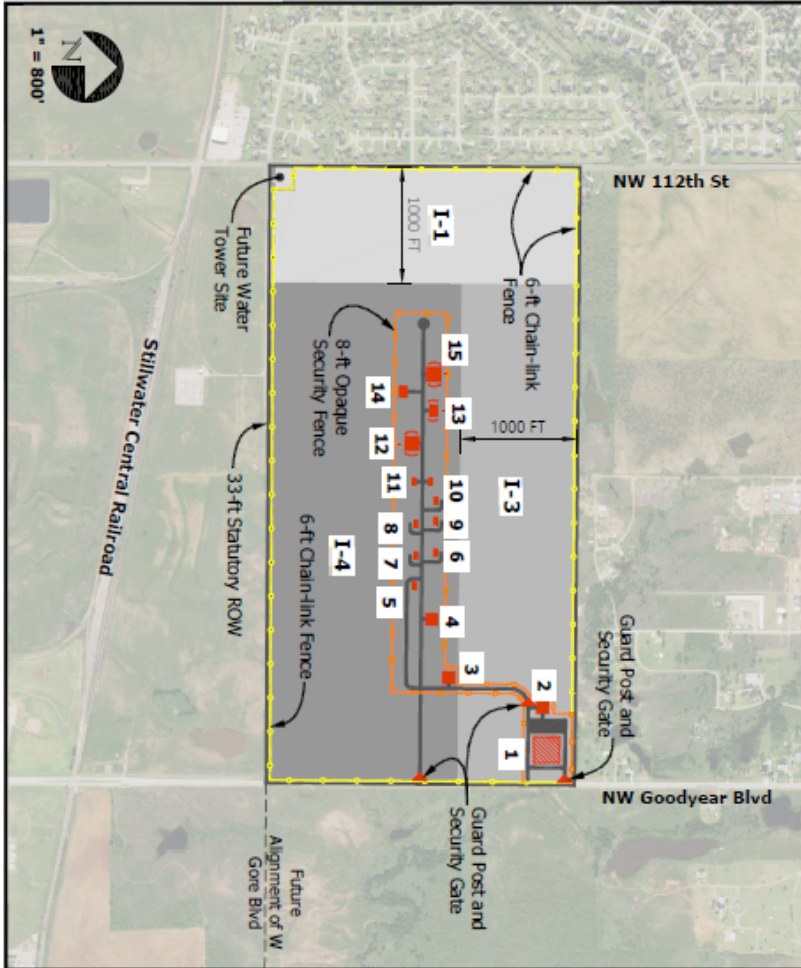
(Printer Building)

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

Exhibit C

Firehawk Aerospace
Southwest 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/lab, 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 15' (1,800 sq. ft)
6	ECM 2 30' x 60' x 15' (1,800 sq. ft)
7	ECM 3 30' x 60' x 15' (1,800 sq. ft)
8	ECM 4 30' x 60' x 15' (1,800 sq. ft)
9	ACM 1 30' x 60' x 10' (1,800 sq. ft)
10	ACM 2 30' x 60' x 10' (1,800 sq. ft)
-	ECM (Optional) 30' x 60' x 10' (1,800 sq. ft)
11	Test Stand (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)

