



City of Lawton

Lawton Parking Authority

Special Meeting

Agenda

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

Tuesday, March 9, 2021

1:30 PM

Council Chambers/Auditorium

Call To Order

Roll Call

New Business

1. Consider approval of the minutes of the Lawton Parking Authority special meeting of November 26, 2019 **21-76**
Attachments: 11.26.19
2. Consider approving a Lease Agreement for the property known as the Central Mall Parking Lot with the FIRES Innovation Science and Technology Accelerator Development Trust Authority for a 25-year term commencing on March 9, 2021 and authorize the appropriate city officials to execute the agreement. **21-75**
Attachments: Parking Authority-Fista Lease Agreement Final

Adjournment



City of Lawton

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

Commentary

File #: 21-76

Agenda Date: 3/9/2021

Agenda No: 1.

ITEM TITLE:

Consider approval of the minutes of the Lawton Parking Authority special meeting of November 26, 2019

INITIATOR: Traci Hushbeck, City Clerk

STAFF INFORMATION SOURCE: Traci Hushbeck, City Clerk

BACKGROUND: N/A

EXHIBIT: Draft minutes of November 26, 2019.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve minutes of the Lawton Parking Authority meeting of November 26, 2019.

MINUTES
SPECIAL CALLED MEETING
LAWTON PARKING AUTHORITY
NOVEMBER 26, 2019 - 6:00 P.M.
WAYNE GILLEY CITY HALL COUNCIL CHAMBERS

The meeting was called to order at 6:00 p.m. by Chairman Stan Booker. Notice of meeting and agenda were posted on the City Hall notice board as required by law.

ROLL CALL

PRESENT: Mary Ann Hankins, Keith Jackson, Caleb Davis, Jay Burk, Sean Fortenbaugh, Onreka Johnson, Randy Warren.

ABSENT: Dwight Tanner, Jr.

ALSO PRESENT: Michael Cleghorn, City Manager; Bob Ross, Interim City Attorney; Traci Hushbeck, City Clerk.

CONSIDER APPROVAL OF MINUTES OF THE LAWTON PARKING AUTHORITY SPECIAL MEETING OF MARCH 13, 2007.

MOTION by Warren, SECOND by Jackson, to approve the minutes of the Lawton Parking Authority Special Meeting of March 13, 2007. AYE: Hankins, Jackson, Davis, Burk, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

BUSINESS ITEMS:

1. Consider approving an assignment of parking lot ground lease covering Central Mall property from I Q9 - 200 SW C Ave, LLC to Kohan Retail Investment Group, LLC. Exhibits: Copy of the proposed assignment.

MOTION by Fortenbaugh, SECOND by Jackson, to approve an assignment of parking lot ground lease covering Central Mall property from I Q9 - 200 SW C Ave, LLC to Kohan Retail Investment Group, LLC. AYE: Hankins, Jackson, Davis, Burk, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

There being no further business to consider, the meeting adjourned at 6:04 p.m. upon motion, second and roll call vote.

STAN BOOKER, CHAIRMAN

ATTEST:

TRACI HUSHBECK, SECRETARY



City of Lawton

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

Commentary

File #: 21-75

Agenda Date: 3/9/2021

Agenda No: 2.

ITEM TITLE:

Consider approving a Lease Agreement for the property known as the Central Mall Parking Lot with the FIRES Innovation Science and Technology Accelerator Development Trust Authority for a 25-year term commencing on March 9, 2021 and authorize the appropriate city officials to execute the agreement.

INITIATOR: City Councilman Jay Burk

STAFF INFORMATION SOURCE: Deputy City Manager Richard Rogalski

BACKGROUND: On January 5, 2021, the City Council completed the purchase of the Central Mall and following that leased the property to the FISTA Development Trust Authority (Trust) to operate the facility and develop the Fires Innovation Science and Technology Accelerator (FISTA) that will include among other things operations management offices, defense-related industrial space for research and development, science and technology laboratory rooms as well as an initial prototyping integrating facility for system integration development. It is anticipated the FISTA will become the anchor for an innovation park for future sectors of advancing defense-specific and other innovative technologies and high-tech jobs. In furtherance of this purpose it is appropriate for the Lawton Parking Authority, the entity that owns the Central Mall parking lot, to lease the same to the Trust. The lease provides that the FISTA Trust will be responsible for the development, maintenance, and operation of the property in the same way they as the rest of the mall facility. The lease is for a term of 25 years with a fixed rent of \$100 per annum.

EXHIBIT: Proposed Lease Agreement

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve a Lease Agreement for the property known as the Central Mall Parking Lot with the FIRES Innovation Science and Technology Accelerator Development Trust Authority for a 25-year term beginning on March 9, 2021 and authorize the appropriate city officials to execute the agreement.

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LEASE

dated March 9, 2021

between

Lawton Parking Authority, a public trust of the City of Lawton, Oklahoma

as Lessor

and

Fires Innovation Science & Technology Accelerator Development Trust Authority, a public trust
of the City of Lawton, Oklahoma

as Lessee

Affecting premises commonly known as the parking lot areas and improvements
thereon servicing Central Mall and future Innovation Park, 200 Southwest C
Avenue, in City of Lawton, Oklahoma.

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LEASE

LEASE, dated March 9, 2021, between the Lawton Parking Authority, a public trust of the City of Lawton, Oklahoma, having an address at 212 Southwest 9th Street, Lawton, Oklahoma 73501 ("Lessor"), and Fires Innovation Science & Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma, having an address at PO Box 2883, Lawton, Oklahoma 73501 ("Lessee").

1. The Demised Premises and Lease Term

In consideration of the Rent hereinafter reserved and the terms, covenants and conditions set forth in this Lease to be observed and performed by Lessee, Lessor hereby demises and leases to Lessee, and Lessee hereby rents and takes from Lessor, the following property (collectively hereinafter referred to as the "Demised Premises"): (a) all the land (the "Land") described in Exhibit A hereto entitled Land Description of Central Mall Parking Lot; (b) all buildings, structures, facilities, fixtures and other improvements (the "Improvements") now or hereafter located on the Land; and (c) all non-public rights of way or of use, servitudes, licenses, tenements, appurtenances and easements now or hereafter belonging or pertaining to any of the foregoing; **TO HAVE AND TO HOLD** the Demised Premises unto Lessee, and the permitted successors and assigns of Lessee, upon and subject to all of the terms, covenants and conditions herein contained, for a term (the "Lease Term") of twenty-five years, commencing on March 9, 2021 and expiring on March 9, 2046, unless the Lease Term shall sooner terminate pursuant to any of the conditional limitations or other provisions of this Lease.

2. Rent

Lessee covenants to pay to Lessor as a net minimum rent (the "Fixed Rent") during the Lease Term the sum of \$100.00 per annum and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Lessee also covenants to pay, from time to time as provided in this Lease, as Additional Rent all other amounts and obligations which Lessee assumes or agrees to pay under this Lease.

All Fixed Rent and Additional Rent (collectively hereinafter referred to as "Rent") shall be paid at such place and to such person as Lessor from time to time may designate.

3. No Counterclaim or Abatement

All Rent shall be absolutely net to Lessor so that this Lease shall yield to Lessor the full amount of the installments thereof throughout the Lease Term without deduction. All Rent shall be paid to Lessor without notice, demand, counterclaim, setoff, deduction or defense,

and nothing shall suspend, defer, diminish, abate or reduce any Rent, except as otherwise specifically provided in this Lease.

4. Use of Demised Premises

Lessee covenants that the Demised Premises shall be used solely for the existing purposes for which the Demised Premises are being used as of the date of commencement of this Lease or were permitted uses under the prior lease of the Demised Premises. Such existing or prior uses include, but are not limited to, parking and temporary uses such as carnivals, circuses, or other uses permitted by the City of Lawton. Additional uses of the Demised Premises including the potential subletting of outparcels of the Demised Premises and the construction of buildings, facilities, improvements or other fixtures thereon shall require the written consent of Lessor.

Lessee shall not do or permit any act or thing which is contrary to any Legal Requirements or Insurance Requirements, or which might impair the value or usefulness of the Demised Premises or any part thereof. Lessee shall not use, or allow the Demised Premises or any part thereof or any Improvements now or hereafter erected thereon or any appurtenances thereto to be used or occupied, for any unlawful purpose or in violation of any certificate of occupancy, and shall not suffer any act to be done or any condition to exist within the Demised Premises or any part thereof, or in any Improvements now or hereafter erected thereon, or on any appurtenance to the Demised Premises, or permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

Lessee shall not do or suffer any waste, damage, disfigurement or injury to the Demised Premises.

Lessee shall not permit the spilling, discharge, release, deposit or placement on the Demised Premises or any part thereof, whether in containers or other impoundments, of any substance which is a hazardous or toxic substance within the meaning of any applicable environmental law.

5. Condition of Demised Premises

Lessee represents that Lessee has examined and is fully familiar with the physical condition of the Demised Premises, the Improvements thereon, subsurface conditions, and the present tenancies being served by the Demised Premises, and uses thereof. Lessee accepts the same, without recourse to Lessor, in the condition and state in which they now are, and agrees that the Demised Premises complies in all respects with all requirements of this Lease. Lessor makes no representation or warranty, express or implied in fact or by law, as to the nature or condition of the Demised Premises, or its fitness or availability for any particular use, or the income from or expenses of operation of the Demised Premises. Lessor shall not be liable for any latent or patent defect thereon.

6. Maintenance and Repair

Lessee, at all times during the Lease Term and at Lessee's expense, shall keep the Demised Premises, and all Improvements now or hereafter located thereon, and all facilities and equipment thereon, and all appurtenances to the Demised Premises, in a good and clean order and condition and in such condition as may be required by all Legal Requirements and Insurance Requirements, and promptly shall make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, or foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. Repairs shall include resurfacing, restriping, and drainage improvements as required. Landscaped areas shall be maintained at all times in good condition, free of weeds, trash, or other detriment.

Lessee, at Lessee's expense, shall do or cause others to do every act necessary or appropriate for the preservation and safety of the Demised Premises by reason of or in connection with any excavation or other building operation upon the Demised Premises or any adjoining property, including without limitation all shoring of foundations and walls of the Improvements or of the ground adjacent thereto, whether or not the owner of the Demised Premises shall be required by any Legal Requirement to take such action or shall be liable for failure to do so.

7. Alterations and Additions

Lessee at Lessee's expense may itself make reasonable alterations of and additions to the Demised Premises, provided that any alteration or addition: shall not reduce the fair market value thereof below its value immediately before such alteration or addition, or impair the usefulness of the Demised Premises; is effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements; and is promptly and fully paid for by Lessee; provided, however, alterations and additions by the Lessee or third parties in connection with additional uses of the Demised Premises including the potential subletting of outparcels of the Demised Premises and the construction of buildings, facilities, improvements or other fixtures thereon shall require the written consent of Lessor.

The title to all additions, alterations, repairs and replacements to any Improvements made during the Lease Term and any renewal thereof, forthwith shall vest in Lessor, and said Improvements, additions, alterations, repairs and replacements shall be and become the sole and absolute property of Lessor, without any obligation of payment by Lessor therefor.

8. Impositions

Subject to Article 11 relating to contests, Lessee, at Lessee's expense, shall bear, pay and discharge all Impositions as defined herein including those assessed under the provisions of Title 62, Oklahoma Statutes, Section 861G, at least twenty days prior to the last day upon which the same may be paid without any interest, penalty, fine or cost being added for the late payment thereof, and shall furnish to Lessor for inspection within thirty days after request, official receipts of the appropriate taxing authority or other proof satisfactory to Lessor evidencing such payment. If by law any Imposition may be paid in installments, Lessee shall be obligated to pay only those installments as they become due from time to time before any interest, penalty, fine or cost may be added thereto.

9. Compliance with Requirements

Lessee, at all times during the Lease Term and at Lessee's expense, promptly and diligently shall: comply with all Legal Requirements and Insurance Requirements, whether or not compliance therewith shall require structural changes in the Improvements or interfere with the use and enjoyment of the Demised Premises or any part thereof; comply with any instruments of record at the time affecting the Demised Premises or any part thereof including the instruments listed in Exhibit B hereto; and procure, maintain and comply with all permits, licenses, franchises and other authorizations required for any use of the Demised Premises or any part thereof then being made, including without limitation all permits, licenses, and franchises which Lessee is required to obtain for the proper erection, installation, operation or maintenance of the Improvements or Lessee's Equipment or any part thereof.

From time to time at the request of Lessor, Lessee at Lessee's expense shall execute, file and record such certificates of compliance, continuation statements, and other documents and certificates, and shall pay such fees and comply with such laws and regulations, as are necessary or appropriate to preserve and protect any right of Lessor under this Lease.

During any period of the Lease Term when any perimeter portion of the Demised Premises shall be unimproved by any structure, wall, fence or gate, Lessee shall prevent the same from being used by the public, as such, without restriction or in such manner as might tend to impair Lessor's title to the Demised Premises or any part thereof, or in such manner as might create an enforceable claim or claims of adverse use or possession by the public, or of implied dedication, of the Demised Premises or any part thereof. Such perimeter portion of the Demised Premises so unimproved at all times shall be subject to such rules or directions as Lessor from time to time may make or give in writing with respect to the maintenance and use thereof, consistent with Lessor's protection against a claim or claims of the public. All such rules and directions so made or given shall be deemed to be and become incorporated in this Lease by reference and shall be complied with and performed fully and promptly by Lessee at Lessee's expense. Lessee hereby acknowledges that Lessor does not hereby consent, expressly or by implication, to the unrestricted use or possession of any portion of the Demised Premises by the public.

10. Liens

Lessee shall not directly or indirectly create or permit to be created or to remain, and shall discharge, any mortgage, lien, security interest, encumbrance or charge on, pledge of or conditional sale or other retention agreement with respect to the Demised Premises or any part thereof, Lessee's interest therein, or any Fixed Rent or other Rent payable under this Lease, other than: the Occupancy Leases; liens for Impositions not yet payable, or payable without the addition of any fine, penalty, interest or cost for nonpayment, or being contested as permitted in Article 11 hereof; and the liens of mechanics, materialmen, suppliers or vendors, or right thereto, incurred in the ordinary course of business for sums which under the terms of the related contract are not at the time due, provided that adequate provision for the payment thereof shall have been made and provisions of the following paragraph are complied with.

If, in connection with any work being performed by or for Lessee or any subtenant or in connection with any materials being furnished to Lessee or any subtenant, any mechanic's lien or other lien or charge shall be filed or made against the Demised Premises or any part thereof, or if any such lien or charge shall be filed or made against Lessor, then Lessee, at Lessee's expense, within thirty days after such lien or charge shall have been filed or made, shall cause the same to be canceled and discharged of record by payment thereof or filing a bond or otherwise. Lessee promptly and diligently shall defend any suit, action or proceeding which may be brought for the enforcement of such lien or charge, and shall satisfy and discharge any judgment entered therein within thirty days from the entering of such judgment by payment thereof or filing a bond or otherwise.

Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Demised Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in any fashion that would permit the filing or making of any lien or claim against Lessor or the Demised Premises.

11. Permitted Contests

Lessee, at Lessee's expense, after prior written notice to Lessor, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or any Legal Requirement, or the application of any instrument of record referred to in Article 9 hereof, or the application of the instruments referred to in Exhibit B hereto, provided that: Lessee shall first make all contested payments, under protest if Lessee desires, unless such proceedings shall suspend the collection thereof from Lessor, from any Rent and from the Demised Premises; neither the Demised Premises, nor any part thereof or interest therein, nor any Rent would be in any danger of being

sold, forfeited, lost or interfered with; in the case of a Legal Requirement, Lessor would not be in any danger of any additional civil or criminal liability for failure to comply therewith and the Demised Premises would not be subject to the imposition of any lien as a result of such failure; and Lessee shall have furnished such security, if any, as may be reasonably requested by Lessor.

Prior to any Imposition being contested becoming due, and from time to time thereafter until payment thereof shall be made or shall be determined not to be payable by the appropriate body having jurisdiction, Lessee shall deposit and maintain with Lessor an amount of money, or other security satisfactory to Lessor, sufficient to pay the items so contested or intended to be contested together with the interest and penalties thereon which may accrue during such contest, which amount shall be held by Lessor and may be applied by Lessor to the payment of such items, interest and penalties, when finally fixed and determined. If the amount deposited with Lessor shall exceed the amount of such items, and any interest and penalties, any excess remaining in Lessor's hands after the payment thereof shall be returned to Lessee. At any time, prior to or during any such contest, Lessor, after written notice to Lessee, may pay and apply said money, or so much thereof as may be required, to the payment of any Impositions, interest and penalties which, in Lessor's judgment, should be paid to prevent the sale of the Demised Premises or any part thereof or of the lien created thereby, or to prevent the commencement of any action of foreclosure or otherwise, by the holder of any such lien. To the extent that the amount of money so deposited with Lessor shall be insufficient fully to satisfy and discharge any such Imposition, and interest and penalties thereon, Lessor may pay the same and the deficiency so paid by Lessor shall be and become immediately due and payable by Lessee to Lessor.

12. Utility Services

Lessee shall pay all charges for all public or private utility services and all sprinkler systems and protection services at any time rendered to or in connection with the Demised Premises or any part thereof; shall comply with all contracts relating to any such services; and shall do all other things required for the maintenance and continuance of all such services.

13. Insurance

Lessee, at all times during the Lease Term and at Lessee's expense, shall provide and maintain in full force and effect: (a) insurance with respect to the Improvements against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under the "extended coverage" policy procured by Lessee as required by a companion lease of the Central Mall building served by the Demised Premises, in an amount equal to at least \$15,000,000; (b) public liability and property damage insurance protecting Lessor against any and all liability occasioned by negligence, occurrence, accident or disaster in or about the Demised Premises or any part thereof, or the Improvements now or hereafter erected thereon, or adjoining sidewalks, curbs, or any appurtenances thereto, in amounts approved from time to time by Lessor, which

minimum amounts at the date hereof shall be, in the case of public liability, \$125,000 to any claimant and \$1,000,000 for any number of claims arising out of a single occurrence or accident, and in the case of property damage, \$25,000 for any claim or to any claimant who has more than one claim arising out of a single occurrence or accident; (c) appropriate workers' compensation or other insurance against liability arising from claims of workers in respect of and during the period of any work on or about the Demised Premises; and (d) insurance against such other hazards and in such amounts as is customarily carried by prudent owners and operators of similar properties, and as Lessor reasonably may request. Lessee shall comply with such other requirements as Lessor from time to time reasonably may request for the protection by insurance of Lessor's interests.

All insurance maintained by Lessee pursuant to this Article 13: (a) shall, except for workers' compensation insurance, name Lessor and Lessee as insureds, as their respective interests may appear, and shall include an effective waiver by the issuer of all rights of subrogation against any named insured or such insured's interest in the Demised Premises or any income derived therefrom; (b) shall provide that all insurance claims for losses of less than \$10,000 shall be adjusted by Lessee, and all insurance claims for losses of such amount or more, except for workers' compensation insurance which shall be adjusted by Lessee, shall be adjusted by Lessor; (c) shall provide, except in the case of public liability and workers' compensation insurance, that insurance proceeds shall be payable to Lessor for the benefit of Lessor and Lessee, as their respective interests may appear; (d) shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessor or Lessee or any other person; and (e) shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten days after receipt by Lessor and Lessee of written notice thereof. Any such insurance, at Lessee's option, may be provided through a blanket policy or policies in form and substance satisfactory to Lessor, provided such policies shall provide in a manner satisfactory to Lessor for specific allocation to the Demised Premises of the coverage afforded by such blanket policy or policies, and provided further that such blanket policy or policies give to Lessor no less protection than that which would be afforded by separate policies.

Within fifteen days of the execution of this Lease and thereafter not less than fifteen days prior to the expiration date of any policy delivered pursuant to this Article 13, Lessee shall deliver to Lessor the originals of all policies or renewal policies, as the case may be, required by this Lease, bearing notations evidencing the payment of the premiums therefor. In lieu of any such policies, Lessee may deliver certificates of the insurer, in form and substance satisfactory to Lessor, as to the issuance and effectiveness of such policies and the amounts of coverage afforded thereby, accompanied by copies of such policies.

If at any time Lessee shall neglect or fail to provide or maintain insurance or to deliver insurance policies in accordance with this Article 13, Lessor may effect such insurance as agent for Lessee, by taking out policies in companies selected by Lessor, and the amount of the premiums paid for such insurance shall be paid by Lessee to Lessor.

14. Indemnification by Lessee

Lessee shall indemnify and hold Lessor harmless from and against all liabilities, obligations, claims, damages, fines, penalties, interest, causes of action, costs and expenses, imposed upon or incurred by or asserted against Lessor or the Demised Premises by reason of the occurrence or existence of any of the following: ownership of the Demised Premises or any interest therein; any accident, injury to or death of persons (including workers) or loss of or damage to property occurring, or claimed to have occurred, on or about the Demised Premises or any part thereof, or any Improvements now or hereafter erected thereon, or the adjoining sidewalks, curbs, or appurtenances thereto; any use or condition of the Demised Premises or any part thereof, or any Improvements now or hereafter erected thereon, or the adjoining sidewalks, curbs, or appurtenances thereto; any failure on the part of Lessee promptly and fully to comply with or perform any of the terms, covenants or conditions of this Lease; or performance of any labor or services or the furnishing of any materials or other property in respect of the Demised Premises or any part thereof. In the case any suit, action or proceeding is brought against Lessor or filed against the Demised Premises or any part thereof by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, shall resist and defend such suit, action or proceeding, or cause the same to be resisted and defended by counsel designated by Lessee. The obligations of Lessee under this Article 14 shall survive the expiration or termination of the Lease Term.

15. Damage to or Destruction of the Demised Premises

If there is any material damage to or destruction of the Demised Premises or any part thereof, Lessee promptly shall give written notice thereof to Lessor, generally describing the nature and extent of such damage or destruction.

Insurance proceeds received on account of any damage to or destruction of the Demised Premises or any part thereof, less the costs and expenses incurred by Lessor or Lessee in the collection thereof if necessary, shall be applied to pay for the cost of Restoration. Upon completion of the Restoration and the cost thereof having been paid in full, and there being no mechanics' or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Lessor.

16. Reserved

17. Quiet Enjoyment

Lessor covenants that so long as Lessee is not in default hereunder in the performance of any of the terms, covenants or conditions of this Lease on Lessee's part to be complied with or performed, Lessee shall not be hindered or disturbed by Lessor in Lessee's enjoyment of the Demised Premises.

18. Right to Cure Lessee's Default

If Lessee fails to make any payment or to comply with or perform any term, covenant or condition of this Lease to be complied with or performed by Lessee, Lessor may, but shall be under no obligation to, after thirty days' notice to Lessee (or upon shorter notice, or without notice, if necessary to meet an emergency situation or time limitation of a Legal Requirement), make such payment or perform or cause to be performed such work, labor, services, acts or things, and take such other steps as Lessor may deem advisable, to comply with any such term, covenant or condition which is in default. Entry by Lessor upon the Demised Premises for such purpose shall not waive or release Lessee from any obligation or default hereunder. Lessee shall reimburse Lessor for all sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the making of any payments, the performance of any act or other steps taken by Lessor pursuant to this Article 18.

19. Events of Default and Termination

If any one or more of the following events ("Events of Default") shall occur:

- (a) if Lessee shall fail to pay any Fixed Rent when as the same becomes due and payable; or
- (b) if Lessee shall fail to pay any Rent as defined herein, other than Fixed Rent, when and as the same becomes due and payable and such failure shall continue for more than ten days; or
- (c) if Lessee shall fail to comply with or perform any term, covenant or condition of Articles 4, 6, 7, 8, 9, 10 or 13, and such failure shall continue for more than thirty days after Lessee receives notice of such failure, regardless of the source of such notice; or
- (d) if Lessee shall fail to comply with or perform any other term, covenant or condition hereof, and such failure shall continue for more than thirty days after notice thereof from Lessor, and Lessee within said period, subject to Unavoidable Delays, shall not commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter shall fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default for reasons other than Unavoidable Delays; or
- (e) if a final judgment for the payment of money shall be rendered against Lessee and, within sixty days after the entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty days after the expiration of any such stay, such judgment shall not have been discharged;

then, and in any such Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms, covenants or conditions of this Lease, Lessor, at any time thereafter may give a written termination notice to Lessee, and on the date specified in such notice this Lease shall terminate and, subject to Article 24, the Lease Term shall expire and terminate by limitation, and all rights of Lessee under this Lease shall cease, unless before such date (i) all arrears of Rent and all costs and expenses incurred by or on behalf of Lessor hereunder, shall have been paid by Lessee, and (ii) all other defaults at the time existing under this Lease shall have been fully remedied to the satisfaction of Lessor. Lessee shall reimburse Lessor for all costs and expenses incurred by or on behalf of Lessor occasioned by or in connection with any default by Lessee under this Lease.

20. Repossession

If an Event of Default shall have occurred and be continuing, Lessor, whether or not the Lease Term shall have been terminated pursuant to Article 19, may enter upon and repossess the Demised Premises or any part thereof, and may remove Lessee and all other persons and any and all property therefrom.

21. Reletting

At any time or from time to time after a repossession of the Demised Premises or any part thereof pursuant to Article 20, whether or not the Lease Term shall have been terminated pursuant to Article 19, Lessor may (but shall be under no obligation to) relet the Demised Premises or any part thereof for the account of Lessee, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions and for such uses as Lessor, in Lessor's absolute discretion, may determine, and may collect and receive the rents therefrom. Lessor, at Lessor's option, may make such alterations and decorations in the Demised Premises as Lessor, in Lessor's sole judgment, considers necessary or advisable for the purpose of reletting the Demised Premises or any part thereof, and the making of such alterations and decorations shall not operate or be construed to release Lessee from any liability under this Lease. Lessor shall not be responsible or liable for any failure to relet the Demised Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

22. Assignment of Sub-rents

Lessee hereby irrevocably assigns to Lessor all rents due or to become due from any assignee of Lessee's interest hereunder and any sublessee or any tenant or occupant of the Demised Premises or any part thereof, together with the right to collect and receive such rents, provided that, so long as Lessee is not in default under this Lease, Lessee shall have the right to collect such rents for Lessee's use and purposes. Upon any default by Lessee under this Lease, Lessor shall have absolute title to such rents and the absolute right to collect the same.

23. Lessee's Equipment

All Lessee's Equipment shall be the property of Lessee or Occupancy Tenants, as the case may be, provided that upon the occurrence of an Event of Default, Lessor shall have, to the extent permitted by law and in addition to all other rights, a right of distress for Rent and a lien on all Lessee's Equipment (other than Lessee's Equipment not owned by Lessee) then on the Demised Premises as security for the Rent.

Any Lessee's Equipment not removed by Lessee, at Lessee's expense, within thirty days after any repossession of the Demised Premises, whether or not this Lease has been terminated, shall be considered abandoned by Lessee and may be appropriated, sold, or otherwise disposed of by Lessor without notice to Lessee and without obligation to account therefor; and Lessee shall pay Lessor, on demand, all costs and expenses incurred by Lessor in removing, storing or disposing of any of Lessee's Equipment. Lessee shall immediately repair at Lessee's expense all damage to the Demised Premises caused by any removal of Lessee's Equipment therefrom, whether effected by Lessee or by any other person. Lessor shall not be responsible for any loss or damage to Lessee's Equipment. The ownership of Occupancy Tenants' Equipment shall be governed by the terms of the applicable Occupancy Lease.

24. Survival of Lessee's Obligations

No expiration or termination of the Lease Term pursuant to this Lease, by operation of law or otherwise (except as expressly provided herein), and no repossession of the Demised Premises or any part thereof pursuant to this Lease or otherwise, shall relieve Lessee of Lessee's obligations or liabilities hereunder, all of which shall survive such expiration, termination or repossession.

25. Waivers

To the extent permitted by law, Lessee waives: any notice of reentry or of the institution of legal proceedings to that end; any right of redemption, re-entry or repossession; any right to trial by jury in any action or proceeding or in any matter in any way connected with this Lease or the Demised Premises; and the benefit of any laws now or hereafter in force exempting property for Rent or for debt.

No failure by Lessor or Lessee to insist upon the strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by Lessee or acceptance by Lessor of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition. No waiver of any breach of any term, covenant or condition of this Lease shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights, powers or remedies of Lessor or Lessee with respect to any other then existing or subsequent breach.

26. Reserved

27. Assignment, Subletting and Mortgages

Lessee expressly covenants that Lessee shall not voluntarily or involuntarily assign, encumber, mortgage or otherwise transfer this Lease, without the prior written consent of Lessor in each instance. Absent such consent, any act or instrument purporting to do any of the foregoing shall be null and void. Upon receiving Lessor's written consent, a duly executed copy of the assignment shall be delivered to Lessor within thirty days after execution thereof. Any such assignment shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be observed or performed by Lessee.

Subject to Article 4 relating to use of the Demised Premises, Lessee may enter into Occupancy Leases of the Demised Premises with the written consent of Lessor when required by Article 4 and 7. All such Occupancy Leases shall be subject to the terms of this Lease to the extent reasonably applicable thereto and shall in the case of retail Occupancy Leases be managed by a professional commercial property management firm retained by Lessee with funds of Lessee.

28. Entry by Lessor

Lessor and the authorized representatives of Lessor shall have the right to enter the Demised Premises at all reasonable times for the purpose of inspecting the same or for the purpose of doing any work permitted to be done by Lessor under this Lease, and to take all such actions thereon as may be necessary or appropriate for any other purpose. Nothing contained in this Lease shall create or imply any duty on the part of Lessor to make any such inspection or do any such act.

29. Acceptance of Surrender

No modification, termination or surrender of this Lease or surrender of the Demised Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by any representative or agent of Lessor, other than such a written agreement and acceptance, shall constitute an acceptance thereof.

30. End of Lease Term

Upon the expiration or termination of the Lease Term, Lessee shall quit, surrender and deliver to Lessor the Demised Premises with the Improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Lessee's Equipment therefrom.

31. Option to Extend Lease Term

Lessee shall have the option to extend the Lease Term for an additional twenty-five years, subject to all of the terms, covenants and conditions of this Lease. During said extended Lease Term, Lessee shall pay Fixed Rent at the rate of \$100.00 per annum in the manner provided in Article 2 hereof and shall pay all other items of Rent.

To be effective, Lessee must give Lessor written notice of Lessee's election to extend the Lease Term not less than one year prior to the expiration of the then existing Lease Term. Lessee's right to extend the Lease Term pursuant to this Article 31 shall be conditioned upon there being no default by Lessee in the observance or performance of any of the terms, covenants and conditions of this Lease either at the time of the exercise of the option or on the expiration of the then existing Lease Term.

32. Definitions

As used in this Lease, the following terms have the following respective meanings:

"default" -- any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default.

"Demised Premises" -- as defined in Article 1.

"Event of Default" -- as defined in Article 19.

"Fixed Rent" -- as defined in Article 2.

"Impositions" -- all taxes, payments in lieu of taxes, assessments (including without limitation all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Lease Term), water and sewer rents and charges, charges for public utilities, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges of every nature and kind whatsoever (including all interest and penalties thereon), in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character, which at any time during or in respect of the Lease Term may be assessed, levied, charged, confirmed or imposed on or in respect of or be a lien upon (a) the

Demised Premises or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Demised Premises or any part thereof.

"Improvements" -- as defined in Article 1. The term "Improvements" shall include all fixtures, equipment and machinery now situated on or appurtenant to the Improvements referred to in Article 1, other than Lessee's Equipment.

"Insurance Requirements" -- all terms of any insurance policy covering or applicable to the Demised Premises or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters, or its successor or any other body exercising similar functions, applicable to or affecting the Demised Premises or any part thereof or any use or condition of the Demised Premises or any part thereof.

"Land" -- as defined in Article 1.

"Lease" -- this Lease, as at the time amended, modified or supplemented.

"Lease Term" -- as defined in Article 1, as the same may be extended or renewed.

"Legal Requirements" -- all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Demised Premises or any part thereof, or the Improvements now or hereafter located thereon, or the facilities or equipment therein, or any of the adjoining sidewalks, curbs, or the appurtenances to the Demised Premises or the franchises and privileges connected therewith, or any use or condition of the Demised Premises or any part thereof. Legal Requirements shall include the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., and all other applicable environmental laws and regulations, and all requirements to be complied with pursuant to any certificate of occupancy affecting the Demised Premises.

"Lessee's Equipment" -- all machinery, apparatus, furniture, furnishings and other equipment and all temporary or auxiliary structures installed by or at the request of Lessee or any Occupancy Tenant, if any, in or about the Demised Premises or any part thereof, which (a) are not used and are not procured for use, in whole or in part, in connection with the operation, maintenance or protection of the Demised Premises, and (b) are removable without damage to the Demised Premises.

"Occupancy Lease" -- any lease of any space constituting part of the Demised Premises.

"Occupancy Tenant" -- any tenant or occupant under any Occupancy Lease.

"Occupancy Tenants' Equipment" -- all Lessee's Equipment which under the terms of any Occupancy Lease or otherwise is the property of an Occupancy Tenant.

"person" -- an individual, a corporation, an association, a partnership, a joint venture, an organization, or other business entity, or a governmental or political unit or agency.

"Rent Payment Date" -- as defined in Article 2.

"Restoration" -- all restorations, replacements, re-buildings, alterations, additions, temporary repairs and property protection to be performed in connection with the damage to or destruction of the Demised Premises.

"Unavoidable Delays" -- delays due to strikes, acts of God, governmental restrictions, enemy action, riot, civil commotion, fire, unavoidable casualty or other causes beyond the control of Lessee, provided that no delay shall be deemed an Unavoidable Delay if the Demised Premises or any part thereof or interest therein or any Rent would be in any danger of being sold, forfeited, lost or interfered with, or if any Occupancy Tenant, Lessor or Lessee would be in danger of incurring any civil or criminal liability for failure to perform the required act. Lack of funds shall not be deemed a cause beyond the control of Lessee.

33. Notices

All notices, demands, elections and other communications desired or required to be delivered or given under this Lease shall be in writing, and shall be deemed to have been delivered and given when delivered by hand, or on the third business day after the same have been mailed by first class registered or certified mail, return receipt requested, postage prepaid, enclosed in a securely sealed envelope addressed to the party to which the same is to be delivered or given at such party's address as said party shall have designated in writing in accordance with this Article 33.

34. Miscellaneous

If any term, covenant or condition of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms, covenants and conditions of this Lease shall in no way be affected thereby.

The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

This Lease may be changed or modified only by an instrument in writing signed by the party against which enforcement of such change or modification is sought.

Subject to Articles 27 and 30, this Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date first above written.

FISTA DEVELOPMENT TRUST AUTHORITY,
a public trust

By: _____
Clarence Fortney, Chair

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF COMANCHE)

Before me, a Notary Public in and for said State, on this ____ day of March, 2021, personally appeared Clarence Fortney, to me known to be the identical person who subscribed the name of the FISTA Development Trust Authority, a public trust, to the foregoing instrument as its Chair, 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 the FISTA Development Trust Authority, a public trust, for the uses and purposes therein set forth.

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

Notary Public
(SEAL OR STAMP)

My Commission Expires: _____
My Commission Number: _____

LAWTON PARKING AUTHORITY,
a public trust

By: _____
Mayor Stanley Booker, Chair

Attest:

Secretary

(SEAL)

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF COMANCHE)

Before me, a Notary Public in and for said State, on this ____ day of March, 2021, personally appeared Stanley Booker to me known to be the identical person who subscribed the name of the Lawton Parking Authority, a public trust, to the foregoing instrument as its Chair 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 the Lawton Parking Authority, for the uses and purposes therein set forth.

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

Notary Public

(SEAL OR STAMP)

My Commission Expires: _____
My Commission Number: _____

EXHIBIT A
LAND DESCRIPTION OF CENTRAL MALL PARKING LOT

FROM THE NORTHEAST CORNER OF LOT ONE (1), BLOCK FORTY-THREE (43), ORIGINAL TOWNSITE, TO THE CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF "C" AVENUE, ON A BEARING NORTH 90°00'00" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ON A BEARING OF SOUTH 90°00'00" WEST A DISTANCE OF 345.00 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 21.00 FEET; THENCE WESTERLY ON A BEARING OF SOUTH 90°00'00" WEST A DISTANCE OF 865.00 FEET; THENCE NORTHERLY ON A BEARING OF NORTH 00°00'00" EAST A DISTANCE OF 21.00 FEET; THENCE WESTERLY ON A BEARING OF SOUTH 90°00'00" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 21.00 FEET; THENCE WESTERLY ON A BEARING OF SOUTH 90°00'00" WEST A DISTANCE OF 422.00 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 549.00 FEET; THENCE EASTERLY ON A BEARING OF NORTH 90°00'00" EAST A DISTANCE OF 127.35 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 220.00 FEET; THENCE EASTERLY ON A BEARING OF NORTH 90° 00'00" EAST A DISTANCE OF 9.65 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 228.00 FEET; THENCE WESTERLY ON A BEARING OF SOUTH 90°00'00" WEST A DISTANCE OF 55.00 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 182.57 FEET; THENCE EASTERLY ON A BEARING OF SOUTH 89°46'00" EAST A DISTANCE OF 165.00 FEET; THENCE NORTHERLY ON A BEARING OF NORTH 00°00'00" EAST A DISTANCE OF 366.06 FEET; THENCE EASTERLY ON A BEARING OF NORTH 90°00'00" EAST A DISTANCE OF 266.10 FEET; THENCE SOUTHERLY ON A BEARING OF SOUTH 00°00'00" WEST A DISTANCE OF 366.85 FEET; THENCE EASTERLY ON A BEARING OF SOUTH 89°46'00" EAST A DISTANCE OF 1198.12 FEET; TO A POINT OF CURVATURE; THENCE NORTH-EASTERLY ALONG THE ARC OF A CIRCLE OF RADIUS 150°, A DISTANCE OF 236.22 FEET; TO A POINT OF TANGENCY; THENCE NORTHERLY ON A BEARING OF NORTH 00°00'00" EAST TO A POINT OF CURVATURE A DISTANCE OF 905.14 FEET; THENCE NORTH- WESTERLY ALONG THE ARC OF A CIRCLE OF RADIUS 150°, A DISTANCE OF 235.619 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PARCEL 1 AS DESCRIBED BELOW.

PARCEL 1:

FROM THE NORTHEAST CORNER OF LOT ONE (1), BLOCK SIXTY-FIVE (65), ORIGINAL TOWNSITE, TO THE CITY OF LAWTON, COMANCHE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; WEST ALONG THE NORTH PROPERTY LINE OF BLOCK 65, A DISTANCE OF 192 FEET; THENCE NORTH ON A BEARING OF NORTH 0°0'0" EAST, A DISTANCE OF 29 FEET TO THE POINT OF BEGINNING; THENCE NORTH ON THE SAME BEARING 58 FEET; THENCE EAST WA DISTANCE OF 112 FEET; THENCE NORTH A DISTANCE OF 95 FEET; THENCE WEST A DISTANCE OF 56 FEET; THENCE NORTH A DISTANCE OF 6 FEET; THENCE WEST A DISTANCE OF 25.5 FEET; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 45°0'0" WEST A DISTANCE OF 8.49 FEET; THENCE NORTHWESTERLY ON A BEARING OF NORTH 45°0'0" WEST A DISTANCE OF 34.65 FEET; THENCE NORTHEASTERLY ON A BEARING OF NORTH 45°0'0" EAST A DISTANCE OF 8.84 FEET; THENCE NORTH A DISTANCE OF 72.25 FEET; THENCE WEST A DISTANCE OF 6.25 FEET; THENCE NORTH A DISTANCE OF 145 FEET; THENCE WEST A DISTANCE OF 42 FEET; THENCE NORTH A DISTANCE OF 6 FEET; THENCE WEST A DISTANCE OF 26.25 FEET; THENCE SOUTH A DISTANCE OF 6 FEET; THENCE WEST A DISTANCE OF 90.5 FEET; THENCE NORTH A DISTANCE OF 6 FEET; THENCE WEST A DISTANCE OF 26.25 FEET; THENCE SOUTH A DISTANCE OF 6 FEET; THENCE WEST A DISTANCE OF 42 FEET; THENCE

SOUTH A DISTANCE OF 6.84 FEET; THENCE WEST A DISTANCE OF 8.14 FEET; THENCE NORTH A DISTANCE OF 22 FEET; THENCE WEST A DISTANCE OF 21.75 FEET; THENCE SOUTHWESTERLY ON A CURVE BEARING SOUTH 55°24'28" WEST A DISTANCE OF 21.14 FEET; THENCE SOUTH A DISTANCE OF 10 FEET; THENCE WEST A DISTANCE OF 33.36 FEET; THENCE NORTH A DISTANCE OF 29 FEET; THENCE NORTHWESTERLY ON A BEARING OF NORTH 45°0'0" WEST A DISTANCE OF 34.37 FEET; THENCE NORTH A DISTANCE OF 5.1 FEET; THENCE NORTHWESTERLY ON A BEARING OF NORTH 45°15'07" WEST A DISTANCE OF 43.42 FEET; THENCE WEST A DISTANCE OF 224.83 FEET; THENCE NORTH A DISTANCE OF 4 FEET; THENCE WEST A DISTANCE OF 12 FEET; THENCE SOUTH A DISTANCE OF 3 FEET; THENCE WEST A DISTANCE OF 87.42 FEET; THENCE NORTH A DISTANCE OF 3 FEET; THENCE WEST A DISTANCE OF 11.92 FEET; THENCE SOUTH A DISTANCE 4 FEET; THENCE WEST A DISTANCE OF 209.21 FEET; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 45°17'32" WEST A DISTANCE OF 42.97 FEET; THENCE WEST A DISTANCE OF 94.94 FEET; THENCE SOUTH A DISTANCE OF 11 FEET; THENCE WEST A DISTANCE OF 111.80 FEET; THENCE NORTHWESTERLY ON A BEARING OF NORTH 45°0'00" WEST A DISTANCE OF 8.49 FEET; THENCE WEST A DISTANCE OF 51.96 FEET; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 45°0'00" WEST A DISTANCE OF 8.49 FEET; THENCE WEST A DISTANCE OF 86.55 FEET; THENCE SOUTH A DISTANCE OF 44.75 FEET; THENCE WEST A DISTANCE OF 37.25 FEET; THENCE SOUTH A DISTANCE OF 61.5 FEET; THENCE EAST A DISTANCE OF 7.75 FEET; THENCE SOUTH A DISTANCE OF 28 FEET; THENCE SOUTHEASTERLY ON A BEARING OF SOUTH 45° 0'00" EAST A DISTANCE OF 4.24 FEET; THENCE SOUTH A DISTANCE OF 44.75 FEET; THENCE WEST A DISTANCE OF 18.47 FEET; THENCE NORTHWESTERLY ON A BEARING OF NORTH 45°0'00" WEST A DISTANCE OF 4.24 FEET; THENCE WEST A DISTANCE OF 29.1 FEET; THENCE SOUTHWESTERLY ON A BEARING OF SOUTH 45°0'00" WEST A DISTANCE OF 4.24 FEET; THENCE WEST A DISTANCE OF 24.25 FEET; THENCE SOUTH A DISTANCE OF 132.5 FEET; THENCE EAST A DISTANCE OF 1 FEET; THENCE SOUTH A DISTANCE OF 9.34 FEET; THENCE EAST A DISTANCE OF 30.17 FEET; THENCE NORTH A DISTANCE OF 13.08 FEET; THENCE EAST A DISTANCE OF 21.34 FEET; THENCE SOUTH A DISTANCE OF 55.75 FEET; THENCE EAST A DISTANCE OF 25 FEET; THENCE SOUTH A DISTANCE OF 26 FEET; THENCE EAST DISTANCE OF 11.75 FEET; THENCE SOUTH DISTANCE OF 14 FEET; THENCE EAST A DISTANCE OF 66.25 FEET; THENCE NORTH A DISTANCE OF 19 FEET; THENCE EAST A DISTANCE OF 19.5 FEET; THENCE NORTH A DISTANCE OF 21 FEET; THENCE EAST A DISTANCE OF 101.17 FEET; THENCE SOUTHEASTERLY ON A BEARING OF SOUTH 45°0'00" EAST A DISTANCE OF 8.84 FEET; THENCE EAST A DISTANCE OF 57.33 FEET; THENCE NORTHEASTERLY ON A BEARING OF NORTH 45°0'00" EAST A DISTANCE OF 8.84 FEET; THENCE EAST A DISTANCE OF 20.32 FEET; THENCE SOUTH A DISTANCE OF 45 FEET; THENCE EAST A DISTANCE OF 95.58 FEET; THENCE SOUTH A DISTANCE OF 6 FEET; THENCE EAST A DISTANCE OF 75 FEET; THENCE SOUTH A DISTANCE OF 12.5 FEET; THENCE EAST A DISTANCE OF 43 FEET; THENCE SOUTH A DISTANCE OF 151.59 FEET; THENCE EAST A DISTANCE OF 354 FEET; THENCE NORTH A DISTANCE OF 155.09 FEET; THENCE EAST A DISTANCE OF 164.84 FEET; THENCE SOUTHEASTERLY ON A BEARING OF SOUTH 45°01'19" EAST A DISTANCE OF 18.39 FEET; THENCE EAST A DISTANCE OF 19.83 FEET; THENCE SOUTH A DISTANCE OF 27.5 FEET; THENCE EAST A DISTANCE OF 80.5 FEET; THENCE NORTH A DISTANCE OF 20.42 FEET; THENCE EAST A DISTANCE OF 28.04 FEET; THENCE NORTH A DISTANCE OF 5 FEET; THENCE EAST A DISTANCE OF 90.5 FEET; THENCE SOUTH A DISTANCE OF 5 FEET; THENCE EAST A DISTANCE OF 26.04 FEET; THENCE NORTH A DISTANCE OF 5 FEET; THENCE EAST A DISTANCE OF 43 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Instruments/Requirements of Record Affecting the Demised Premises to be Complied with by Lessee

COVENANT AGREEMENT

(Full executed version filed of record
with Comanche County, Oklahoma)

This Covenant Agreement is made this 5th day of January, 2021 (“Effective Date”), by and between **THE CITY OF LAWTON, OKLAHOMA**, an Oklahoma municipal corporation and charter city established pursuant to Title 11, Section 13-101 *et. seq.* of the Oklahoma Statutes (“City”) and **LAWTON ECONOMIC DEVELOPMENT AUTHORITY**, a public trust (“Authority”), with respect to the following:

NOW, THEREFORE, the following covenants shall be imposed on the Property as of the Effective Date:

1. Imposition of Covenants. This Agreement imposes the covenants described herein against the Property. The City hereby binds itself and future owners, successors and assigns in interest of the Property (collectively herein referred to as the “Property Owner”) to the covenants herein, which shall continue in effect for the duration described hereinbelow.

2. Payments in Lieu of Ad Valorem Real and Personal Property Taxes. So long as the Property is in an increment district, notwithstanding that the owner or lessee may be a not-for-profit corporation or a trust, the portion of the Property so leased or operated shall be assessed by the Comanche County Assessor as if such portion of the Property were taxable, and any leases of the Property, or any portion thereof, of one year or more, shall include an obligation on the lessee to make ad valorem tax payments or an in lieu of ad valorem tax payment. During the Minimum Payment Obligation Period (hereafter defined), whenever all or a portion of the Property is exempt from ad valorem real and personal property taxes (whether resulting from ownership of such real or personal property by a public or private tax-exempt entity or a lease or sublease of such property to a public or private tax-exempt entity), the Property Owner shall continue to make (or cause to be made) payments in lieu of ad valorem taxes as provided herein.

3. Minimum Annual Payment Obligation. Until the date of expiration or termination of Increment District No. 1, City of Lawton (the “Minimum Payment Obligation Period”), the Property shall be subject to annual ad valorem payment obligations (whether classified, in whole or in part, as a tax payment or as a payment lieu of taxes) in an amount equal

to the greater of (the “Minimum Annual Payment Obligation”): (a) \$201,954.00, or (b) the most recent year’s tax assessment levied against the Property by the Comanche County Assessor.

3.1 Calculation of Tenants’ Pro Rata Share of Minimum Annual Payment Obligation. Each and every tenant of the Mall shall pay a pro rata share of the Minimum Annual Payment Obligation calculated by multiplying the Minimum Annual Payment Obligation times a fraction, the numerator of which is the tenant’s rentable floor area in the Mall (sometimes designated as the tenant’s leased premises or demised premises), the denominator of which is the gross rentable floor area of the Mall (sometimes designated as the total amount of leased floor area or gross leasable space), which amount will determine each tenant’s percentage share of the Minimum Annual Payment Obligation, and shall be paid to Landlord at the same time and in the same manner and with the same interest and penalties thereon as tenants are obligated to pay Taxes under their respective leases.

3.2 Obligation to Pay No Less than Tax Assessment. Until the date of expiration or termination of Increment District No. 1, City of Lawton, the Property Owner shall pay not less than the total assessed ad valorem real and personal property taxes determined based on the county assessment ratios, levy rates, and taxable assessed values in effect for each year. During the Minimum Payment Obligation Period, if the aggregate amount of ad valorem taxes assessed by the County Assessor against the Property for any given year results in an ad valorem tax liability that is greater than the Minimum Annual Payment Obligation, the Property Owner shall make a payment in lieu of ad valorem real and personal property taxes in the amount of the difference between (a) the assessed ad valorem real and personal property taxes determined based on the county assessment ratios, levy rates, and taxable assessed values then in effect, and (b) amount of the Minimum Annual Payment Obligation.

4. Lien Securing Minimum Annual Payment Obligations. The Minimum Annual Payment Obligation of the Property Owner pursuant to the covenants in this Agreement are secured by a lien (or liens) on the Property in favor of Comanche County, Oklahoma (the “County”) and the Authority for the benefit of the apportionment fund of Increment District No. 1 arising annually at the same time, in the same manner, having the same priority, and subject to the same enforcement and remedies as liens to secure the annual payments of other ad valorem taxes, which lien or liens may also be evidenced by written notice executed by or on behalf of the County, the Authority, or the duly authorized designee of the Authority and filed in the records of the County Clerk of Comanche County, and which lien or liens may also be enforced by the County, the Authority, or on its behalf by its authorized designee by foreclosure in the same manner as foreclosure of a mortgage.

5. Covenants Running with the Land. The covenants in this Agreement shall run with the Property as more particularly described in Exhibit A to this Agreement. The County [to the extent it makes an assessment on the portion of the Property leased or operated for private use as set forth in 62 O.S. §861(G)] and the Authority shall each be deemed a beneficiary of the covenants in this Agreement, and such covenants shall run in favor of the County and the Authority for the entire period during which such covenants shall be in force and effect. As such beneficiary, in the event of any breach of such covenants, the County, and the Authority should the County fail or decline to take enforcement action, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which the County and the Authority may be entitled; provided, however, that in all such events, the County and the Authority shall be required to provide notice of any such breach to all lienholders of record at such notice address as is provided in such record document prior to the exercise of any of its rights and remedies hereunder; further provided, however, that the failure to provide such notice shall not prevent the exercise of any of its rights and remedies hereunder.

6. Timing of Payment. The Minimum Annual Payment Obligation together with any additional payments in lieu of taxes that may be required pursuant to Section 3 above shall be due and payable on November 1 of each year and shall be in default if not paid by December 31 thereafter. All payments shall be made to the Comanche County Assessor. Lawton Economic Development Authority, a public trust, shall be authorized to enforce the payment obligations hereunder in the event the Comanche County Assessor fails or declines to do so.

7. No Personal Liability; Right to Dispute Any Tax Increases. In no event shall the covenants in this Agreement constitute a personal liability of the Property Owner, nor will the Property Owner be prevented from disputing any proposed increased ad valorem real and personal property taxes that may be in excess of the Minimum Annual Payment Obligation. In the event of a default of the Minimum Annual Payment Obligation or such payments in lieu of taxes that may be due and payable pursuant to Section 3 of this Agreement, the beneficiaries of these payments pursuant to this Agreement shall look exclusively to the Property for satisfaction thereof and shall not seek or obtain a personal judgment against the Property Owner. Nothing herein is intended to imply that any property that formerly was publicly held is exempt from being placed on the tax rolls after transfer to the Property Owner.

8. Controlling Provision During Period of City Ownership.

a. During any period of City ownership of the Property, payments made hereunder by the City to the Authority shall constitute payments in lieu of taxes, not tax payments, and shall be limited in amount to the Minimum Annual Payment Obligation reduced by all payments made by lessees of the Property and shall be payable to the Authority to be

used only for Project Plan support purposes. Any annual payment in lieu of taxes due the Authority shall be reduced by the amount of any (a) ad valorem payment or (b) payment in lieu of ad valorem taxes the City may be required to make to the County for the Property pursuant to 62 O.S. §861(G) or any other applicable state statute.

b. Additionally, during any period of City ownership of the Property the amount of any payment required to be made by the City to the Authority under this Agreement shall be subject to annual appropriation by the City's governing body.

9. Termination of Covenants. The covenants in this Agreement shall terminate upon the end of the Minimum Payment Obligation Period provided the Minimum Annual Payment Obligation and all other payment obligations hereunder have been satisfied in full, or if sooner, upon termination of the Amended Lawton Downtown Economic Development Project Plan (including Increment District No. 1, City of Lawton), as amended from time to time, and, upon such termination, shall be extinguished and of no further force and effect.