AGENDA
Lawton Economic Development Authority
Regular Meeting
March 21, 2024—2:00 PM
3rd Floor Conference Room
City Hall - 212 SW 9th Street
Lawton, Oklahoma 73501

MEETING CALLED TO ORDER

ROLL CALL

STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. § 301-314

BUSINESS ITEMS

1. Consider approving the minutes of the October 19, November 9 and December 12, 2023 meetings.

2. Receive the January 2024 Financial Report from Hatch Croke & Associates, P.C., and take action as deemed necessary.

3. Consider approving a Redevelopment Agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Lawton/Fort Sill Economic Development Corporation, and Fischer59 Properties, LLC, for the development of a distribution center within the Airport Industrial Park.

4. Consider approving Draw Request #1 from Westwin Elements.

5. Discuss a proposal from Retail Attraction LLC for economic development consulting and provide staff with direction from the Authority regarding their desire to further pursue this proposal.

REPORTS

1. Receive a report from the LEDA Executive Director
   a. Westwin Elements
   b. Lawton Lodging
   c. STEDI Amendment

ADJOURNMENT

MINUTES
Lawton Economic Development Authority
Regular Meeting
October 19, 2023—2:00 PM
City Hall
3rd Floor Conference Room
212 SW 9th Street
Lawton, Oklahoma73501

Fred Fitch, Chair, called the meeting to order at 2:00 PM. in the 3rd floor conference room of City Hall.

ROLL CALL:

PRESENT: Fred Fitch, David Means, Larry Neal*, Randy Warren, David Madigan, Ron Nance

ABSENT: Ernest Sheppard (excused), George Gill (excused), Jason Hensley (excused)

OTHERS PRESENT: Joe Don Dunham, Finance Director; Greg Gibson, City Attorney's Office; Tammy Branstetter, City Clerk's Office; Kim McConnell, Lawton Constitution

*Arrived at 2:03PM

STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. 301-314

Meeting notice and agenda were posted by the City Clerk's Office as required by State Law.

INTRODUCTION OF GUESTS

None.

BUSINESS ITEMS

1. Consider approving invoices, requisitions, and all other submitted materials for payment and take action as deemed necessary. - **STRICKEN**

2. Receive Financial Report(s) and take action as deemed necessary. - **STRICKEN**

3. Consideration and action upon a resolution authorizing and approving the financial advisor acting on behalf of the Lawton Economic Development Authority (herein the "Authority") to prepare and circulate informational and bid packets regarding the potential acquisition, construction, equipping, renovating, and improving of certain capital improvement projects to be located within the City of Lawton, Oklahoma (the "City") based upon the inducement resolution of the City authorized September 12, 2023 contemplating the capital improvement projects; authorizing and directing the execution of the documents relating thereto; approving and authorizing officers of the Authority to take action and execute all related instruments and documents and containing other provisions relating thereto; and the taking of other action with respect thereto.

A copy of Resolution 23-04 may be obtained from the City Clerk's Office upon request.

Joe Don Dunham, Finance Director, provided background information regarding this item. Dunham advised that on September 12, 2023, the City Council authorized him to do an inducement resolution to borrow money for four projects. After meeting with the bond attorney, it was determined that the following three projects would be best handled through the Authority:

1) widening of west Gore Boulevard from 67th Street to 82nd Street ($5.3 million)
2) reconstruction of Goodyear Boulevard from SW Lee Boulevard to NW Cache Road ($9.2 million)
3) construction of landfill cells 6 & 7 ($7.5 million)

Dunham said the financial advisor will need the Authority's blessing before he can begin putting together bid packets for these projects.

Means asked why the Authority is being asked to do this.

Dunham noted that the City of Lawton cannot borrow money for longer than one year unless there is a vote of the people. However, authorities have the capacity to borrow money for longer periods of time. The bond attorney recommended the three projects be handled specifically through the Lawton Economic Development Authority.

Madigan asked why these projects cannot be paid with CIP funding.

Warren said CIP funding is not always immediately available. Therefore, there is still a need to borrow money to get these projects started now.

Chairman Fitch asked if the Authority would have any sort of legal obligation to pay back loans.

Dunham said any debt incurred is guaranteed to be paid back by CIP dollars once they become available – the Authority would not be held liable to pay back debt.

Nance asked what rate these bonds are likely to be at.

Dunham said he cannot say for sure at this point, but he believes the rate will likely be around 4-5%.

Neal asked if the loan from the bank would be in the form of a note, or if bonds would be issued.

Dunham said they would issue revenue bonds based on the sales tax revenue.

Warren noted that the Authority would not be expected to oversee these projects, but rather serve as a financial flow-thru for the projects.

Chairman Fitch asked who would be held responsible financially if the sales tax (CIP revenue) does not come in at the rate it was anticipated to come in and the loan(s) end up defaulting.

Dunham said the City of Lawton would be held responsible.

Madigan asked what the term of the loan is expected to be.

Dunham said these loans may only extend for the duration of the CIP, and the CIP ends in 2035.

Chairman Fitch noted that these loans would become a part of the Authority's financials. He is concerned this may pose an issue if the Authority needs to borrow money for one of their own projects in the future.

Seeing as how the City would be the only entity held financially responsible for the loans, Dunham said he does not see them negatively affecting the Authority in their future borrowing endeavors.

Warren noted that any interest incurred from funds being held with the trustee bank would go to the Authority.

Dunham said the incurred interest would have to go towards the project – not the Authority.

Nance said the three projects are all great projects that are much needed.

Madigan asked for more detail on the landfill project.

Dunham said the City of Lawton is running out of space at the landfill, so they need to dig additional cell sites.

Chairman Fitch asked how soon the City of Lawton would need this resolution approved.

Dunham said the City of Lawton needs this approved as soon as possible so the bid packets required for the projects can be prepared.

Chairman Fitch asked Authority members if they wish to meet with the bond attorney in person.

Nance said he feels comfortable moving forward with approving the resolution.

Chairman Fitch said he would like for language to be added to the resolution stating the Authority will not be held liable for any incurred debt.

Madigan noted the resolution refers to an assistant secretary. He asked if the Authority has an assistant secretary.

Chairman Fitch said he does not believe the Authority has an assistant secretary. He asked staff to verify with Lynne Driver's office why this language was added and to ask them to take it out if it's not needed.

Madigan noted that the resolution the Authority is being asked to approve is only allowing for a bid packet to be constructed and sent out.

Dunham said that is correct – both the Authority and City Council would have to approve the winning bidder and project amount before any money can be borrowed.

Motion by Madigan, **Second** by Warren, to approve **Resolution 23-04,** and to direct the bond counsel and financial advisor to create a memorandum of understanding between the Authority and the City of Lawton stating the City of Lawton will backstop all loans. **AYE:** Neal, Fitch, Warren, Madigan, Means, Nance. **NAY:** None. ***MOTION PASSED.***

4. Consider approving a revised Professional Services Agreement to fill the vacant position of Executive Director for the Lawton Economic Development Authority.

A copy of the revised Professional Services Agreement was provided to Authority members at the meeting. A copy of the revised Professional Services Agreement may be obtained from the City Clerk's Office upon request.

Chairman Fitch said this Agreement was drafted by Dan Batchelor and Lisa Harden with the Center for Economic Development Law. He noted the Executive Director will be housed at the LEDC Office. The Executive Director will work for both the Authority and the LEDC, with the Authority having the larger portion of control over this position. A large portion of the Executive Director's job will be handling revenue coming in from the various TIF districts.

Motion by Madigan, **Second** by Warren, to approve the revised Professional Services Agreement to fill the vacant position of Executive Director for the Lawton Economic Development Authority. **AYE:** Neal, Fitch, Warren, Madigan, Means, Nance. **NAY:** None. ***MOTION PASSED.***

5. Consider approving the Annual Meeting Notice for 2024.

A copy of the 2024 Annual Meeting Notice for the Authority may be obtained from the City Clerk's Office upon request.

Motion by Means, **Second** by Warren, to approve the Annual Meeting Notice for 2024. **AYE:** Neal, Fitch, Warren, Madigan, Means, Nance. **NAY:** None. ***MOTION PASSED.***

ADJOURNMENT

Motion by Warren, **Second** by Nance, to adjourn the October 19, 2023 meeting. **AYE:** Neal, Fitch, Warren, Madigan, Means, Nance. **NAY:** None. ***MOTION PASSED.***

There being no further business, the meeting adjourned at 3:05 PM.

MINUTES
Lawton Economic Development Authority
Special Meeting
November 9, 2023 – 1:00 p.m.
City Hall
3rd Floor Conference Room
212 SW 9th Street
Lawton, Oklahoma73501

Fred Fitch, Chair, called the meeting to order at 1:05 PM. in the 3rd floor conference room of City Hall.

ROLL CALL:

PRESENT: Fred Fitch, David Means, Ron Nance, Randy Warren, David Madigan

ABSENT: Larry Neal, Jason Hensley, George Gill, Ernest Sheppard

OTHERS PRESENT: Susan Schlecht, Financial Services; Greg Gibson, City Attorney's Office; Donalynn Blazek-Scherler, City Clerk's Office; Kim McConnell, Lawton Constitution; Charlotte Brown, Planning Division

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STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. 301-314

Meeting notice and agenda were posted by the City Clerk's office, as required by law.

BUSINESS ITEMS

1. Consider approving a Professional Services Agreement for Executive Director for the Lawton Economic Development Authority and take action as deemed necessary.

Chairman Fitch gave background information regarding this item. A copy of the Professional Services Agreement for Executive Director for the Lawton Economic Development Authority may be obtained from the City Clerk's office upon request.

Chairman Fitch said they've been working on finessing this Agreement for about two months. The Agreement has gone through negotiations. The Authority will pay 55% of this person's salary, and the salary will be paid by the hotel motel economic development tax fund. The Lawton Economic Development Corporation (LEDC) will pay the other 45% of this person's salary. Chairman Fitch said the Executive Director will be housed in the LEDC Office. The Executive Director will work under the direct Authority of Chairman Fitch and Brad Cooksey with the LEDC.

Chairman Fitch said the Agreement being presented to the Authority is with Richard Rogalski. He stated he would like to see Richard in this position because he is very familiar with TIF districts and how they operate.

Chairman Fitch noted that nothing new has been added to this contract since the last time the Authority saw it.

Madigan asked Fitch if he must have City Council approval to pay the Executive Director.

Chairman Fitch said he has presented the request to Council, and they voted to approve the funding for the Executive Director's salary. It will be paid out of the hotel motel economic development tax fund.

Nance asked if Rogalski plans to resign from his position with Anadarko.

Chairman Fitch said yes.

Warren said he is happy to see Rogalski come back – his knowledge and expertise with regards to TIF districts and overlay districts have been missed.

Nance noted that Rogalski proved to be a hard worker while employed with the City of Lawton – he was always involved with multiple City projects.

Chairman Fitch noted this is part of the reason why his office would be housed at the LEDC. This way he can focus solely on economic development without getting pulled into other various City projects.

Chairman Fitch said the LEDC has already approved and signed their contract with the Executive Director. He said he will be calling Rogalski after the meeting is over to let him know the final decision.

Motion by Means, **Second** by Warren, to approve the Professional Services Agreement for Executive Director for the Lawton Economic Development Authority. **AYE:** Warren, Madigan, Means, Nance, Fitch. **NAY:** None. ***MOTION PASSED.***

ADJOURNMENT

Motion by Warren, **Second** by Means, to adjourn the November 9, 2023 meeting. **AYE:** Warren, Madigan, Means, Nance, Fitch. **NAY:** None. ***MOTION PASSED.***

There being no further business, the meeting adjourned at 1:18 PM.

MINUTES
Lawton Economic Development Authority
Special Meeting
December 12, 2023 – 12:00 p.m.
City Hall
3rd Floor Conference Room
212 SW 9th Street
Lawton, Oklahoma73501

Chairman Fitch called the meeting to order at 12:05 PM. in the 3rd floor conference room of City Hall.

ROLL CALL:

PRESENT: Fred Fitch, David Means, Ron Nance, Randy Warren, David Madigan, Larry Neal, Jason Hensley, George Gill, Ernest Sheppard

ABSENT: None

OTHERS PRESENT: Richard Rogalski, LEDA Executive Director; John Ratliff, City Manager; Councilman Bob Weger (Ward 6); Susan Schlecht, Financial Services; Tim Wilson, Acting City Attorney; Tammy Branstetter, City Clerk's Office; Dan Batchelor & Lisa Harden, Center for Economic Development Law; Kim McConnell, Lawton Constitution; Jeannie Bowden & AJ Arends, Westwin Elements; Matina Davis, Citizen of the Community

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STATEMENT OF COMPLIANCE WITH OKLAHOMA OPEN MEETING ACT, 25 O.S. 301-314

Meeting notice and agenda were posted by the City Clerk's Office, as required by law.

BUSINESS ITEMS

1. Consider adopting a resolution of the Board of Trustees of the Lawton Economic Development Authority approving the amended and restated redevelopment agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements Inc., and related supporting documents, for the development of a pilot facility and the prospective development of a large-scale refinery in the west side industrial park to refine cobalt, nickel, and other critical elements; withdrawing a previous requirement for an environmental bond; authorizing the borrowing of the Lawton Economic Development Authority of Funds in an aggregate principal par amount not to exceed $2,000,000.00; authorizing the issuance of obligations; waiving competitive bidding on the issuance of the note(s) issued in connection with the obligations; authorizing assistance in development financing; approving and authorizing the chairman or vice chairman of the Lawton Economic Development Authority to approve, finalize, execute, modify and/or deliver the necessary or appropriate documents; authorizing other matters relating thereto; all authorizations hereunder related to indebtedness being in accordance with authorizations of the city council.

Chairman Fitch provided further detail regarding this item. A copy of **Resolution 23-05** of the Board of Trustees of the Lawton Economic Development Authority may be obtained from the City

Clerk's Office upon request.

Chairman Fitch said they have been working on this project for over a year, and the documents have been through several revisions. **Resolution 23-05** has a total of six supporting documents. Chairman Fitch asked Dan and Lisa to provide the Authority with further detail regarding the resolution and associated documents.

Dan Batchelor, Center for Economic Development Law, thanked the Authority for the opportunity to sit down face to face and share with them the endeavors of this community. Batchelor said what is being presented to the Authority is both challenging and extremely significant. He said it is significant because if developed here in Lawton, it will be the first and only nickel and cobalt refinery in this country. That in and of itself made this a more challenging endeavor because there were no patterns to follow from other locations. Batchelor said it is also extremely significant because if this project matures through the initial phases and the full-scale refinery is ultimately developed here, the magnitude of the economic impact on this community will be very substantial. The investment could increase all the way up to something on the order of $1.4 billion, with 600-700 high paying jobs paying an average in excess of $100,000 per job, which would be immensely valuable to the community. Batchelor said this potential development is also especially significant not just to this community, but it has international significance because it offers the potential of domestically refining critical elements that are a part of our electronic and power future and would reposition this country in the international competitive arena most especially against China. Batchelor said what is before the Authority is a new, complex and highly significant endeavor.

Batchelor said what has changed since the Authority first approved a Development Agreement for a refinery in February (2023) is the requirement that initially a pilot plant facility must be built and place into operation the techniques, the methodologies and the effectiveness of the refining process that's proposed to be used and developed in a full-scale refinery operation. The community in that respect is proposing to bargain with Westwin and is and will be, if the Authority approves these documents, taking some initial front-end risks in the approximate amount of $3 million. The Westwin project in its entirety will cost approximately $14 - $18 million. Batchelor said the community's front-end risk of $3 million consists of land and building costs. He noted that if the project is a success, you get repaid, or, at the worst, you get the land and money back.

Batchelor said after this initial phase, as a condition of going forward with the development of the full-scale refinery facility, Westwin must achieve its commercial and complete financing beginning with the $126 million conditional financing requirement in order to have the right to go forward with building the full facility and receive additional support from this community, which would be provided by some of the City's capital improvement economic funds, but will ultimately be repaid by the tax increments that the refinery would generate. Batchelor said the purpose of the pilot facility is to demonstrate the effectiveness, the feasibility and the quality of the refining operation and procedures that are proposed to be placed in operation upon development of the full-scale facility.

Batchelor solicited questions from the Authority.

Madigan asked for clarification regarding the environmental bonding – he said it's his understanding there has been a change.

Lisa Harden, Center for Economic Development Law, clarified that there was no change made to the Agreement – the Agreement always required environmental pollution liability insurance, and it still does require a $20 million insurance policy.

Tim Wilson, Acting City Attorney, said Lisa is correct - when the Authority approved the original Redevelopment Agreement in February of 2023, there was no bond requirement. It was just an insurance only requirement - $15 - $20 million max. Wilson said there was also a requirement to have environmental insurance for construction, but that's a different policy. When Westwin needed to talk about amending the Redevelopment Agreement back in August 2023, the Authority made an amendment to require an environmental bond. Wilson noted that CCIDA and City Council has not amended their Agreements. Wilson said that is one reason we're asking the Authority in the proposed resolution to withdraw the bond requirement so that all three entities remain in unison. Wilson said the bond requirement is not listed in the Redevelopment Agreement. If this requirement does not get removed, it could potentially slow or stop the process.

Gill said as he understands it, there's really no difference between a bond and insurance because a bond is insurance guaranteeing a policy anyway.

Wilson noted that the amount of insurance required has remained the same in the Agreement.

Batchelor said a bond is a little bit different from insurance in that it is a financial guarantee that money is available to insure a contractor's performance. A bonding situation does not exactly fit an environmental liability situation – insurance would be a better fir for this.

Gill said that is correct – it's a performance bond. Gill said he feels the insurance would be a better application.

Batchelor said the Agreement requires Westwin to comply with all applicable environmental laws, regulations and requirements, whether federal, state, or local. Batchelor said the company is obligated, and in the event there is a liability created by failure to perform, then there are insurance requirements in the amount of $5 million per occurrence, and a requirement of a $20 million dollar aggregate will apply once the full-scale refinery is constructed.

Sheppard asked Batchelor if they feel these amounts are adequate.

Batchelor said it their best judgment that they're adequate. He emphasized that we're dealing with a type of refining facility that has not been developed in this country. He said we are not dealing with radio activity, so they feel the insurance amounts are adequate.

Harden said Batchelor has given a great overview, but she'd be happy to answer any questions.

Chairman Fitch said there are additional documents for CCIDA and LEDA to engage in. He said CCIDA is giving the 40-acre property (which is a portion of the 480 acres) to the Authority so the Authority could put this in the development package with Westwin. Chairman Fitch said this 40-acre piece of property will then be deeded to the Authority and will be utilized to build a facility on. If Westwin meets all their requirements and they get their bank feasibility study and everything is approved, the property will then be deeded to Westwin upon the completion of full scale refinery.

Gill asked if the whole 480 acres will be deeded over to Westwin.

Chairman Fitch said yes – upon completion of full-scale refinery, the remaining 440 acres will be added to the initial 40 acres, and the entire 480 acres will then be deeded to Westwin. At this point, Westwin will have used $3 million of the $12 million that has been put into the project ($10 million from the City and $2 million from CCIDA), and they will have $9 million left to use to build the commercial plant. Chairman Fitch said no additional money is going into this project. Chairman Fitch said if this project does not work, the property would be deeded back to the Authority, and the Authority would then transfer the property back to CCIDA. He said the property will have had recent developments made to it, which would hopefully be enticing to other industries looking to expand their operations. Chairman Fitch said both CCIDA and the City will be paid back their money from incoming tax revenue from the TIF districts.

Wilson said Dan and Lisa have done an outstanding job preparing these documents. Wilson said he has reviewed the documents and made suggestions. He said they are documents relating to a loan between CCIDA and the Authority because the land and money will at some point be transferred to the Authority so they can administer this process. He said this is why there is language in the resolution talking about approving a loan up to $2 million. Wilson said there will be a loan agreement between Westwin and the Authority because Westwin will be borrowing money from the Authority. Wilson said because we are technically authorizing debt, a ¾ majority vote will be required to pass the resolution.

Wilson deferred any specific questions regarding the documents to Harden.

Batchelor said it's important for us to be aware that a very significant thing is happening in this process in that we are forming a partnership relationship between this community and Westwin on a very complex endeavor. While we acknowledge that there's no assurance that the ultimate commercial facility will be built in Lawton, Oklahoma, the fact that we have gone through the challenging process of building a working relationship and operating partnership with a company on a very challenging matter should place us in good stead as the company weighs its options going forward. He said it will be important that we generate whatever support can be generated to support major financing from other sources. Batchelor said it is also important to note that because of the national and international economic significance and the defensive significance of what this company will do, funding will likely come from federal sources and from the Department of Defense. Batchelor encouraged Authority members and staff to speak with elected officials (local, state and federal) about Westwin when they have the opportunity in an effort to gain support for this endeavor and its future.

Chairman Fitch said the work will just be getting started if the resolution gets approved today. He said there's a tremendous workload dealing with officials both at the state and federal level. He said there is tremendous support in Washington D.C. for this refining process because it will be vital for the continued success of the Department of Energy as well as the Department of Defense.

Sheppard asked if it was unreasonable to require Westwin to build the commercial facility in Lawton, Oklahoma as opposed to anywhere else.

Chairman Fitch said Westwin has not recently had success in dealing with the state – the state said they were busy with Panasonic at the time and would get back to them when that project wrapped up. However, the state never got back with Westwin. Chairman Fitch said they are working on getting everything smoothed over with the state so they will participate in this program. He believes Westwin will receive better backing from the state once the pilot plant has been proven successful.

Chairman Fitch read the title of the resolution as follows:

> "A resolution of the Board of Trustees of the Lawton Economic Development Authority approving the amended and restated redevelopment agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements Inc., and related supporting documents, for the development of a pilot facility and the prospective development of a large-scale refinery in the west side industrial park to refine cobalt, nickel, and other critical elements; withdrawing a previous requirement for an environmental bond; authorizing the borrowing

of the Lawton Economic Development Authority of Funds in an aggregate principal par amount not to exceed $2,000,000.00; authorizing the issuance of obligations; waiving competitive bidding on the issuance of the note(s) issued in connection with the obligations; authorizing assistance in development financing; approving and authorizing the chairman or vice chairman of the Lawton Economic Development Authority to approve, finalize, execute, modify and/or deliver the necessary or appropriate documents; authorizing other matters relating thereto; all authorizations hereunder related to indebtedness being in accordance with authorizations of the city council."

Motion by Madigan. **Second** by Hensley, to approve **Resolution 23-05** of the Board of Trustees of the Lawton Economic Development Authority approving the amended and restated redevelopment agreement by and among the City of Lawton, the Lawton Economic Development Authority, the Comanche County Industrial Development Authority, and Westwin Elements Inc., and related supporting documents, for the development of a pilot facility and the prospective development of a large-scale refinery in the west side industrial park to refine cobalt, nickel, and other critical elements; withdrawing a previous requirement for an environmental bond; authorizing the borrowing of the Lawton Economic Development Authority of Funds in an aggregate principal par amount not to exceed $2,000,000.00; authorizing the issuance of obligations; waiving competitive bidding on the issuance of the note(s) issued in connection with the obligations; authorizing assistance in development financing; approving and authorizing the chairman or vice chairman of the Lawton Economic Development Authority to approve, finalize, execute, modify and/or deliver the necessary or appropriate documents; authorizing other matters relating thereto; all authorizations hereunder related to indebtedness being in accordance with authorizations of the city council.. **AYE:** Warren, Madigan, Means, Nance, Fitch, Gill, Hensley, Sheppard, Neal. **NAY:** None. ***MOTION PASSED.***

ADJOURNMENT

Motion by Sheppard. **Second** by Nance, to adjourn the December 12, 2023 meeting. **AYE:** Warren, Madigan, Means, Nance, Fitch, Gill, Hensley, Sheppard, Neal. **NAY:** None. ***MOTION PASSED.***

There being no further business, the meeting adjourned at 12:35 PM.

DRAFT DATED 3-18-2024

REDEVELOPMENT AGREEMENT

BY AND AMONG

THE CITY OF LAWTON,

THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY,

THE LAWTON/FT SILL ECONOMIC DEVELOPMENT CORPORATION,

AND

FISHER59 PROPERTIES, L.L.C.

________________, 2024

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is made as of the _____ dayof __________, 2024 ("Effective Date"), by and among the City of Lawton, a municipal corporation ("City"), the Lawton Economic Development Authority ("LEDA"), a public trust having as its beneficiary the City of Lawton, the Lawton/Fort Sill Economic Development Corporation, a private not-for-profit corporation ("LEDC"), and Fisher59 Properties, L.L.C., a Texas limited liability company, duly authorized to conduct business in the State of Oklahoma ("Redeveloper").

RECITALS

A. On November 26, 2019, the City Council of the City of Lawton ("City Council") adopted the Non-Retail Business Economic Development Assistance Policy, Council Policy 1-11, as amended("Policy") for the attraction, evaluation, and public support for investment and development of non-retail businesses in the community.

B. As authorized by the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.*, as amended ("Local Development Act"), City Council adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan ("Project Plan") on December 10, 2019, as thereafter amended, in order to provide legal authorization and potential financial support for approved public and private expenditures in connection with the City's approved Policy.

C. The Project Plan furthers the City's desire to promote economic development by creating competitive industrial development opportunities within the City of Lawton as a method of retaining and expanding employment in the area, attracting major investment, enhancing the tax base, stimulating economic growth, improving the community's quality of life, and otherwise strengthening the community.

D. Subject to the terms and conditions of this Agreement, the Redeveloper proposes to develop approximately 15.71 acres of real property located in the Airport Industrial Park, in Lawton,Oklahoma as more particularly described on **Exhibit A** attached hereto ("Property"), to construct a new warehouse and distribution center, with a minimum capital investment of $16 million, to design and construct the offsite public sewer, water, and roadway improvements necessary to serve the new development.

E. Redeveloper requests assistance in development financing to reimburse it for the costs to be incurred in providing the public improvements, in an amount not to exceed $1.6 million, unless otherwise approved by the City.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

1. SCOPE OF AGREEMENT.

1.1. Overview of the Redevelopment. This Agreement imposes the following redevelopment obligations on the Redeveloper, all subject to the terms and conditions herein provided: (a) to acquire the Property and make a minimum capital investment in the amount of $16 million ("Minimum Investment") in developing and constructing approximately 100,000 square foot of improvements on the Property, which will primarily consist of a warehouse and distribution center (the "Distribution Center"), and related parking and other site improvements on the Property (collectively, the "Distribution Center Improvements"), (b) to provide the design and cause the construction of the offsite public sewer, water, and roadway improvements required to serve the Property and Distribution Center Improvements ("Public Improvements" and together with the Distribution Center Improvements, collectively, the "Redevelopment").

1.2. Public Assistance. In consideration of the public benefit the Redevelopment will bring to the community, the City agrees to provide assistance in development financing to Redeveloper by reimbursing Redeveloper an amount equal to the actual costs of the Public Improvements incurred by Redeveloper, not to exceed $1.6 million, unless otherwise approved by the City ("Assistance in Development Financing"), subject to and in accordance with the terms of this Agreement.

1.3. Public Benefit. Redeveloper proposes the use of public assistance as a part of the overall development financing of the Redevelopment. In exchange for the public assistance requested in support of the Redevelopment, Redeveloper agrees to perform certain obligations and satisfy certain requirements to ensure a definite and measurable public benefit, including developing the Distribution Center Improvements at a cost of not less than the Minimum Investment, constructing the Public Improvements, commencing and completing the Distribution Center Improvements within specified time frames, through Redeveloper's parent company or affiliates, using good faith efforts to create thirty (30) new quality jobs within thecommunity, all as more particularly described herein. The Redeveloper's performance of these obligations will support the objectives of the Project Plan and the City's desire to attract major investment with new non-retail business, expand employment, and enhance the City's tax base.

2. CONDITIONS PRECEDENT.

2.1. Conditions Precedent to the City's and LEDA's Obligations. The City and LEDA shall have no obligation to perform their respective obligations under Section 5.3 or Section 6 hereof, until all the following conditions have been satisfied:

(a) All parties have executed this Agreement.

(b) The Redeveloper has acquired the Property pursuant to the terms of the Purchase Agreement (defined in Section 3.1) between Redeveloper and LEDC, and LEDC has delivered the Net Proceeds (defined in Section 3.1) to the City.

(c) The Redeveloper has submitted, and the City has approved (i) the Design Development Documents and Construction Documents (defined in Section 4.5) for the

Distribution Center Improvements, and (ii) the Plans (defined in Section 4.3) for the Public Improvements.

(d) The Redeveloper has obtained all applicable permits and approvals necessary to construct the Public Improvements and Distribution Center Improvements, including, without limitation, City approval of the Plans for the Public Improvements pursuant to Section 4.3 hereof and City and LEDA approval of the Design Development Documents and Construction Documents for the Distribution Center Improvements pursuant to Section 4.5 hereof.

(e) Intentionally Omitted.

(f) The Redeveloper has provided the City with a Maintenance Bond equal to one hundred percent (100%) of the entire cost of materials, equipment, and labor for the Public Improvements, which shall be enforceable by the City, indicating the contractor will be responsible for any defects in the Public Improvements due to faulty materials and/or workmanship for a period of two (2) years from date of final acceptance ("Maintenance Bond").

(g) The Public Improvements have been dedicated to and accepted by the City.

2.2 Conditions Precedent to Redeveloper's Obligations. Redeveloper shall have no obligation to perform its obligations hereunder, until the Redeveloper has acquired the Property pursuant to the terms of the Purchase Agreement (as defined in Section 3.1) and the conditions set forth in the following sentence have been satisfied. Further, Redeveloper and LEDC hereby agree that each party's obligation to consummate the transaction contemplated by the Purchase Agreement is subject to the satisfaction of the conditions precedent set forth in Section 2.1(a), Section 2.1(c) and Section 2.1(d).

3. LEDC OBLIGATIONS.

3.1. Sale of Property. LEDC currently owns the Property upon which the Redevelopment is to be constructed by Redeveloper. LEDC and Redeveloper have executed a Purchase and Sale Agreement dated April 20, 2023, as amended ("Purchase Agreement"), pursuant to which LEDC has agreed to sell the Property to Redeveloper. Provided that the conditions precedent in Section 2.2 hereof have been satisfied, LEDC will sell and convey fee simpletitle to the Property to the Redeveloper, all in accordance with and subject to the terms and conditions of the Purchase Agreement.

3.2. Delivery of Sales Proceeds to City. Within fourteen (14) days of the closing on the sale of the Property to the Redeveloper, LEDC shall deliver or transfer to the City all the Net Proceeds from the sale of the Property to the Redeveloper for the City's use in providing Redeveloper with the Assistance in Development Financing, pursuant to Section 5.3 of this Agreement, provided that if for any reason, the Public Improvements are not completed and the Net Proceeds are not reimbursed to the Redeveloper pursuant to Section 5.3, the City will return the Net proceeds to LEDC. As used herein, "Net Proceeds" means the purchase price of the Property, as set forth in the Purchase

Agreement, less expenses incurred by LEDC directly related to the sale of the Property (i.e., closing costs and broker's fees), as reflected in the settlement statement executed by LEDC to consummate the closing.

4. REDEVELOPER OBLIGATIONS.

4.1. Property. Provided that the conditions precedent in Section 2.2 hereof have been satisfied, Redeveloper hereby agrees to acquire fee simple title to the Property from LEDC, all in accordance with and subject to the terms and conditions of the Purchase Agreement.

4.2. Distribution Center Improvements. Redeveloper shall cause the Distribution Center Improvements to be constructed on the Property in accordance with the terms of this Agreement and shall invest no less than the Minimum Investment in connection with the development and construction of the Distribution Center Improvements.

4.3. Public Improvements. Redeveloper shall comply with all applicable provisions of Chapter 21, Article 21-8 of the City of Lawton's Code of Ordinances, with respect to the Public Improvements. Without limiting the foregoing, Redeveloper shall, submit to the City for its review and approval the plans and specifications for the Public Improvements prepared by a professional engineer (the "Plans"), in compliance with all applicable standards, ordinances, and code requirements of the City, including without limitation Article 21-8 of the City of Lawton's Code of Ordinances (collectively, the "Standards"), as more particularly set forth on Exhibit B attached hereto. Each sheet comprising the Plans shall be submitted on or before the respective deadlines described in Exhibit B. The Plans shall be subject to review and approval by the City, which shall not be unreasonably withheld, conditioned or delayed. The Redeveloper shall be obligated to modify the Plans if the City reasonably deems it necessary and appropriate to comply with the City's Standards; provided, if any modifications to the Plans result in an increase to the cost of the Public Improvements, such increased costs shall be included as part of the actual amount of the Assistance in Development Financing; provided further, no modifications to the Plans to expand the scope of the Public Improvements (as opposed to modifications required to comply with City Standards) will be required without the prior consent of the Redeveloper. Redeveloper shall provide the City and LEDA with copies of the contracts executed by Redeveloper and its contractors for the construction of the Public Improvements, its performance and payment bonds and other pertinent matters concerning the Public Improvements, all in accordance with applicable City Standards. Upon completion of the Public Improvements, Redeveloper shall provide City with evidence of full and complete payment to its contractors and lien waivers executed by contractors and subcontractors. Further, upon completion of the Public Improvements, Redeveloper shall submit to the City as-built construction plans and the Maintenance Bond for acceptance by the City Council. Redeveloper agrees to deliver to the City clear and unencumbered title to all Public Improvements. Upon City Council acceptance, title to all Public Improvements shall be vested in the City and Redeveloper relinquishes any right, title or interest in and to such Public Improvements or any part thereof. It is understood and agreed that the City shall have no liability or responsibility in connection with such Public Improvements until acceptance by City Council.

4.4. Financing. Redeveloper hereby represents and warrants that it has sufficient financing that, together with the Assistance in Development Financing being provided hereunder, will enable Redeveloper to complete the Redevelopment, in accordance with the terms of this Agreement.

4.5. Design Documents; Construction Documents. Redeveloper shall submit to the City and LEDA for review and approval the design development documents for the Distribution Center Improvements which shall consist of schematic drawings, design documents and other documents to fix and describe the design, scale, size and character of the Redevelopment, including, without limitation, materials, colors and other such information and details as may be requested by the City or LEDA in accordance with the City's Standards ("Design Development Documents"), and the construction documents submitted in conformance therewith ("Construction Documents"). Redeveloper shall not commence any site work or construction activities for the Distribution Center Improvements on any portion of the Property until the City has issued building permits for the Distribution Center Improvements in accordance with the approved Construction Documents. The City's issuance of building permits will be based on the City's Standards and shall not be interpreted as expressing any opinion, making any representation or granting any approval with respect to the structural integrity or construction quality of the Redevelopment. The City shall not unreasonably withhold or delay the issuance of any building permits, certificates of occupancy or any other City approvals relating to the Redevelopment.

4.6. Commencement and Completion Dates. Subject to the City timely approving the Design Development Documents and Construction Documents and timely issuing building permits for the Distribution Center Improvements, Redeveloper shall commence construction of the Distribution Center Improvements on or before __________, 2024 ("Commencement Date") and shall use commercially reasonable efforts to ensure that the Distribution Center Improvements are operational within ________ months after commencement of construction of the Distribution Center Improvements ("Completion Date").

4.7. Employment Obligations. Upon completion of the Distribution Center Improvements, Redeveloper, or its parent company or affiliates, shall use commercially reasonable efforts, taking into account then current financial, economic, industry and business conditions, to initially employ no less than sixty (60) of its existing employees at the Distribution Center upon the completion of construction thereof, at an average annual salary of $60,000, exclusive of benefits. Thereafter, Redeveloper, or its parent company or affiliates, shall, over a period of ten (10) years from completion of the Distribution Center Improvements, use commercially reasonable efforts, taking into account then current financial, economic, industry and business conditions, to add thirty (30) more employees at the Distribution Center, with ninety (90) of the employees working at the Distribution Center being compensated at an average annual salary of $60,000, exclusive of benefits (collectively, the "Minimum Employment Obligations"). To evidence compliance with the Minimum Employment Obligations, upon the written request of the City or LEDA, Redeveloper shall provide to LEDA and the City, certified copies of the Redeveloper's, or its parent company's or affiliate's, quarterly reports it submits to the Oklahoma Employment Security Commission (OESC) with social security numbers omitted including the name and number of full-time and part-time employees employed at the Distribution Center and shall provide the total and average annual employee compensation, separating wages and employee benefits.

4.8. Intentionally Omitted.

4.9. Intentionally Omitted.

4.10. Antidiscrimination During Construction. Redeveloper, for itself, its successors and assigns, agrees that in the construction of the Redevelopment, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

4.11. Other Requirements Applicable to Construction. Redeveloper, its successors and assigns, shall use commercially reasonable efforts to request that its contractors and vendors engaged in connection with the construction and development of the Redevelopment purchase all building items, construction materials, and personal property for delivery to the construction site using Redeveloper's street address in Lawton, Oklahoma or any Lawton street address, for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to each purchase that exceeds $10,000. Redeveloper shall not be liable to the City, LEDA or LEDC for any violations of the provisions of this Section 4.11.

4.12. Local, State and Federal Laws. Redeveloper shall carry out the provisions of this Agreement in conformity with all applicable local, state, and federal laws and regulations.

4.13. Indemnification. Redeveloper shall defend, indemnify, assume all responsibility for, and hold LEDA, LEDC and the City and their respective elected and appointed officers, trustees, employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments (except whose which have arisen from the willful misconduct or negligence of LEDA, LEDC, or the City, and their respective officers, trustees, employees and agents) for injury or damage to property and injuries to persons, including death, to the extent determined to be caused directly or indirectly by any of the Redeveloper's activities under this Agreement, whether such activities or performance thereof be by the Redeveloper or anyone directly or indirectly contracted with or employed by the Redeveloper and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq., of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Redeveloper owns or has control of real property pursuant to any of Redeveloper's activities under this Agreement, but excludes Redeveloper's liability for any conditions of the Property that existed prior to Redeveloper's acquisition of the Property from LEDC or those conditions caused by any party not under Redeveloper's control. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City, LEDC, and LEDA from liability. This indemnification shall survive the execution of this Agreement as set forth in Section 10.12. LEDA shall defend, indemnify, assume all responsibility for, and hold Redeveloper and its affiliates and their respective officers, managers, members, employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments arising out of the breach of this Agreement by LEDA or for injury or damage to property and injuries to persons, including death, to the extent determined to be caused by the willful misconduct or negligence of LEDA. LEDC shall defend, indemnify, assume all responsibility for, and hold Redeveloper and its affiliates and their respective officers, managers, members, employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments resulting from the breach of this Agreement by LEDC or for injury or damage to property and injuries to persons, including death, to the extent determined to be caused by the willful misconduct or negligence of LEDC.

4.14. Liability Insurance.

4.14.1 In addition to the indemnification of LEDA, LEDC, and the City required in Section 4.13 hereof, Redeveloper shall take out and maintain, or cause the general contractor(s) for the Redevelopment to take out and maintain, during the period set forth in subsection 4.14.4, a commercial general liability policy in the amount of at least $1,000,000.00 per occurrence, $2,000,000.00 general aggregate.

4.14.2 Redeveloper shall furnish or cause to be furnished a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the City, LEDC, and LEDA as additional insureds under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the City, LEDC, and LEDA by certified mail of any modification, cancellation or termination of the coverage at least 30 days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Redeveloper shall be primary insurance and not contributing with any insurance maintained by LEDA, LEDC, or the City, and the policy shall contain such an endorsement. The required certificate shall be delivered to the City, LEDC and LEDA prior to commencement of construction.

4.14.3 Redeveloper shall also furnish or cause to be furnished to the City, LEDC, and LEDA evidence satisfactory to the City, LEDC and LEDA that any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law.

4.14.4 The insurance obligations set forth in this Section shall remain in effect until issuance of a final certificate of occupancy for the Redevelopment.

4.15. Taxes Assessments, Encumbrances and Liens. Redeveloper covenants to the City and LEDA that it shall pay, or cause to be paid, when due all sales taxes, business personal property and real estate taxes and assessments on the Property which the Redeveloper is responsible to pay. Nothing herein shall be deemed to prohibit Redeveloper from contesting the validity or amounts of any tax assessment, encumbrance or lien, or to limit the remedies available to Redeveloper with respect thereto.

4.16. Other Actions. Redeveloper agrees to take such other reasonable actions as may be appropriate or desirable to support the implementation of the Redevelopment including, by way of example, executing such supplemental agreements and covenants, if any, (including covenants running with the Property) as may be reasonably necessary or appropriate to implement this Agreement, for the financing of project costs pursuant to the Project Plan, for furnishing information reasonably requested by the City, LEDA, or LEDC, and in other matters that may be of benefit to the Redevelopment.

5. CITY OBLIGATIONS.

5.1. Activation of Increment District, City of Lawton. The City shall take such actions required pursuant to the Project Plan and the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, to either amend the Project Plan to create the increment district for the Property or adopt a resolution activating an existing Increment District for the Property under the Project Plan.

5.2. Public Improvements. The City shall provide and obtain such easements and rights of way as are necessary to permit the construction and operation of the Public Improvements. The Plans for the Public Improvements shall be subject to review and approval by the City. Any such approval shall not be deemed an assumption of responsibility or liability by the City of any negligent act, or omission in the performance of the Redeveloper's engineer or in his or her preparation of such Plans. The City will inspect the Public Improvements during construction for conformance with the City's Standards. Following construction, as-built construction plans and the Maintenance Bond shall be submitted to the City for acceptance by the City Council. Except as provided by said Maintenance Bond, the City will maintain and operate all Public Improvements.

5.3. Assistance in Development Financing. Provided Redeveloper's and LEDC's obligations under this Agreement have been satisfied, and upon: (a) the City's receipt from Redeveloper of the contracts executed by Redeveloper and its contractors for the construction of the Public Improvements, its payment and performance bonds, along with evidence of complete payment made to said contractors, lien waivers, and other information as may be reasonably required by the City, (b) completion of construction of thePublic Improvements, (c) inspection of the Public Improvements by the City, and (d) acceptance by the City Council of the Public Improvements, the City, using its funds together with the funds provided by LEDC pursuant to Section 3.2 above, will reimburse Redeveloper for all out-of-pocket costs and expenses (including all hard and soft costs and all bonding costs) incurred by Redeveloper in connection with the design and construction of the Public Improvements, provided that such reimbursement shall not, in any event, exceed the agreed upon maximum amount of Assistance in Development Financing of $1,600,000.00, unless otherwise approved by the City. The Assistance in Development Financing will be payable to the Redeveloper within sixty (60) days of the date of the City Council's acceptance of the Public Improvements in accordance with this Section 5.3. If the Assistance in Development Financing has not been paid to Redeveloper within thirty days of the date payment is due, then the unpaid amount shall accrue interest at a rate of 5% per year until the entire amount of the Assistance in Development Financing (and accrued interest) is paid to Redeveloper.

6. LEDA OBLIGATIONS.

6.1 Provided the City's obligations under Section 5.1 of this Agreement have been completed, LEDA will manage all increment generated from the Redevelopment, including disbursing reimbursing payments to the City and LEDC for amounts contributed by each entity toward the Assistance in Development Financing in support of the Redevelopment. LEDA will reimburse the City and LEDC in the respective amounts that each contributed toward the

Assistance in Development Financing provided to the Redeveloper in support of the Redevelopment in accordance with Section 5.3 of this Agreement, which will be payable solely from (a) the available real property and business personal property increment generated by and collected from the Increment District, as authorized Project Costs under the Project Plan. LEDA may disburse a portion of the available increment collected from the Increment District to make installment payments toward the total amounts owed to the City and LEDC. Said payments will commence in the first year that increment from the Increment District is collected and will continue thereafter through the expiration or termination of the Increment District, or when the City and LEDC have each been fully reimbursed, whichever is sooner.

7. [RESERVED]

8. REPRESENTATIONS AND WARRANTIES

8.1. Redeveloper Representations and Warranties. The Redeveloper represents and warrants that:

A. The Redeveloper is a limited liability company duly organized and existing under the laws of the State of Texas. Redeveloper is authorized to conduct business in the State of Oklahoma. Redeveloper is not in violation of any provisions of its operating agreement, articles of organization, and any other agreement governing the Redeveloper, or any law of the State of Oklahoma affecting Redeveloper's ability to perform underthis Agreement.

B. The Redeveloper has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Redeveloper in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Redeveloper or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its operating agreement, articles of organization, and any other agreement governing the Redeveloper or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Redeveloper is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

D. To the knowledge of the undersigned representative of the Redeveloper (without personal liability for such undersigned representative of the Redeveloper), there is not currently pending any action, suit, proceeding or investigation, nor, is any such action threatened which, if adversely determined, would materially adversely affect the Redeveloper or the Redevelopment, or impair the ability of the Redeveloper to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

E. The Redeveloper has not paid or given and will not pay or give any officer, employee, or agent of the City, LEDC, or LEDA any money or other consideration for obtaining this Agreement. The Redeveloper further represents that, to its actual knowledge and belief, no officer,employee or agent of the City, LEDC, or LEDA who exercises or has exercised any functions or responsibilities with respect to the Redevelopment during his or her tenure, or who is in a position to participate in a decision making process with regard to the Redevelopment, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Redevelopment, or in any activity, or benefit therefrom, during or after the term of this Agreement.

8.2 Representations and Warranties of City, LEDA and LEDC. The City, LEDA and LEDC represent and warrant that:

A. The City, LEDA and LEDC have the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the City, LEDA and LEDC in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by the City, LEDA and LEDC or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other lawsaffecting creditor's rights generally and subject to general principles of equity.

B. All requisite action has been taken by the City, LEDA and LEDC regarding the authorization, execution and performance of this Agreement, subject to the terms and conditions herein provided. No further consent, approval or authorization is required with respect to the execution, delivery and performance of this Agreement by the City, LEDA and LEDC, except for any such consents, approvals and authorizations expressly provided herein.

9 DEFAULT; REMEDIES.

9.1 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Agreement:

A. A material default by a party in the performance or observance of any covenant or condition contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered in connectionwith this Agreement;

B. Any representation, statement, certificate, schedule or report made or furnished by a party to another party with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the timeof its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the breaching party fails to take or cause to be taken corrective measures satisfactory to the non-breaching party within 30 days after written notice; or

C. The initiation of bankruptcy or receivership proceedings by or against the Redeveloper and the pendency of such proceedings for 60 days.

9.2 Remedies; Termination. The non-breaching party will provide the breaching party with notice and 30 days opportunity to cure any Event of Default described in Section 9.1; *provided*, that, if such Event of Default is not reasonably capable of being cured within such 30-day period and the breaching party promptly begins undertaking actions to cure its default or breach and thereafter pursues such cure with reasonable diligence, then the breaching party's time period to cure such default shall continue until such Event of Default is cured or the breaching party is no longer pursuing such cure with reasonable diligence. The non-breaching party will provide written notice to breaching party identifying all specific action(s) or omission(s) of breaching party constituting a default. In the event Redeveloper fails to promptly begin undertaking actions to cure its default or breach and thereafter pursue such cure with reasonable diligence, this Agreement may be terminated. Upon the occurrence of an Event of Default, and after passage of applicable cure periods hereunder, any party may exercise any and all available remedies at law and in equity.

9.3 Rights and Remedies Cumulative; Liability Cap. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not precludethe exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall beconsidered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party. Notwithstanding anything herein to the contrary, provided that Redeveloper has completed construction of the Redevelopment, which includes the Public Improvements, in accordance with the terms hereof, excluding Redeveloper's obligations under Section 4.13 hereof and absent fraud on the part of Redeveloper, the maximum aggregate amount of liability that Redeveloper shall have to the City, LEDA and LEDC for any Redeveloper default under this Agreement shall be an amount equal to $100,000.00. Notwithstanding anything herein to the contrary, provided that the City has paid the Redeveloper the Assistance in Development Financing in accordance with the terms hereof, the maximum aggregate amount of liability that the City, LEDA, and LEDC shall have to the Redeveloper for a default under this Agreement shall be an amount equal to $100,000.00, excluding any obligations under Section 4.13 hereof and absent fraud on the part of the City, LEDA, and LEDC.

10. GENERAL PROVISIONS.

10.1 Rights of Access. For the purpose of ensuring compliance with this Agreement, prior to issuance of the certificate of occupancy for the Redevelopment, representatives of the City, LEDC, and LEDA shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Public Improvements and all other improvements comprising the Redevelopment, so long as they comply with applicable safety rules and do not unreasonably interfere with the activities of the Redeveloper. Except in the case of an emergency, prior to any such access, such representatives of the City, LEDC, and LEDA will coordinate the inspection with the on-site manager. All such representatives of the City, LEDC, and LEDA shall carry proper identification, shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The City, LEDC, and LEDA agree to cooperate with the Redeveloper in facilitating access by the Redeveloper to the Property for construction purposes, provided that the City, LEDC, and LEDA shall incur no financial obligations therefor.

10.2 Conflict of Interest; Representatives of the City, LEDA, and LEDC Not Individually Liable. No official or employee of the City, LEDA, or LEDC shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of any of the City, LEDA, or LEDC shall be personally liable to Redeveloper or any assignee or successor in interest in the event of any default or breach by the City, LEDA, or LEDC, or for any amount which becomes due to Redeveloper under this Agreement.

10.3 Applicable Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Comanche County District Court or the United States District Court for the Western District of Oklahoma, as applicable, and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that any party may file a copy of this Section with such court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum.

10.4 Relationship of the Parties. The undertaking of this Agreement is a complex process which will require the mutual agreement of the parties and their timely actions on matters appropriate or necessary to implementation. The parties hereto shall use commercially reasonable efforts to perform their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.

10.5 Severability; Entire Agreement. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties hereto with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

10.6 Assignment. Except as otherwise provided below, Redeveloper may not assign this Agreement without the prior written approval of LEDA, LEDC, and the City, such approval not to be unreasonably withheld, delayed or conditioned. Redeveloper shall be permitted to collaterally assign its rights and obligations under this Agreement as security for a mortgage loan from a bank or institutional lender that is secured by the Property. Further, Redeveloper shall have the right to assign this Agreement, in whole or in part, as applicable, to an assignee that has purchased or otherwise acquired the Property provided that such assignee assumes the obligations of Redeveloper hereunder.

10.7 Modification; Amendment. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement may only be amended by written approval of LEDA, the City, LEDC, and Redeveloper.

10.8 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons or entities, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person or entity.

10.9 Time is of the Essence. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

10.10 Authority; Headings. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

10.11 Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally by a nationally recognized overnight carrier, to:

If to the City:

City of Lawton
212 S.W. 9th Street
Lawton, OK 73501
Attention: City Manager

If to LEDA:

Lawton Economic Development Authority
212 S.W. 9th Street
Lawton, OK 73501
Attention: Chairman

With a copy to:

Center for Economic Development Law
301 N. Harvey Ave., Suite 100
Oklahoma City, OK 73102
Attention: Dan Batchelor and Lisa Harden

If to LEDC:

Lawton Fort-Sill Economic Development Corporation
P.O. Box 1376
Lawton, OK 73502
Attn: Brad Cooksey, President

If to Redeveloper:

Fisher59 Properties, L.L.C.
5050 West University Drive
Denton, TX 76207
Attn: Brett Walford, President

With a copy to:

Eller and Detrich
2727 E. 21st St., Suite 200
Tulsa, OK 74114
Attn: Philip J. Eller and Daniel C. Cupps

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

10.12 Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The representations, warranties, covenants and undertakings of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement and continue in full force and effect until the later of (a) the date on which this Agreement has been fully performed in accordance with its terms and (b) the date on which the Increment District is terminated.

10.13 Extension of Times for Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended (except with respect to the provisions regarding the timing of payment of money), where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, casualty, epidemics andpandemics, including COVID-19, and quarantine restrictions, but shall not include delays attributable to financial difficulties of such party. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the parties to this Agreement.

10.14 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

10.15 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

10.16 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile or e-mailed .pdf copies of this Agreement shall be valid for all purposes.

10.17 Construction of this Agreement. Each of the parties acknowledges that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

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

This Redevelopment Agreement is hereby approved by the City as of the Effective Date.

CITY: **CITY OF LAWTON,**
a municipal corporation

____
Mayor

Attest:

____
City Clerk

APPROVED as to form and legality this _____day of ______________, 2024.

____
City Attorney

This Redevelopment Agreement is hereby approved by LEDA as of the Effective Date.

LEDA:	**LAWTON ECONOMIC DEVELOPMENT AUTHORITY**, a public trust
Attest:	
______________________________	By: ______________________________
Secretary	Fred L. Fitch, Chairman

This Redevelopment Agreement is hereby approved by LEDC as of the Effective Date.

LEDC:

LAWTON/FORT SILL ECONOMIC DEVELOPMENT CORPORATION,
an Oklahoma not-for-profit corporation

By: ______________________________
Brad Cooksey, President

This Redevelopment Agreement is hereby approved by the Redeveloper as of the Effective Date.

REDEVELOPER:

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

By:______________________________
Name: ______________________
Title: _______________________

EXHIBIT A

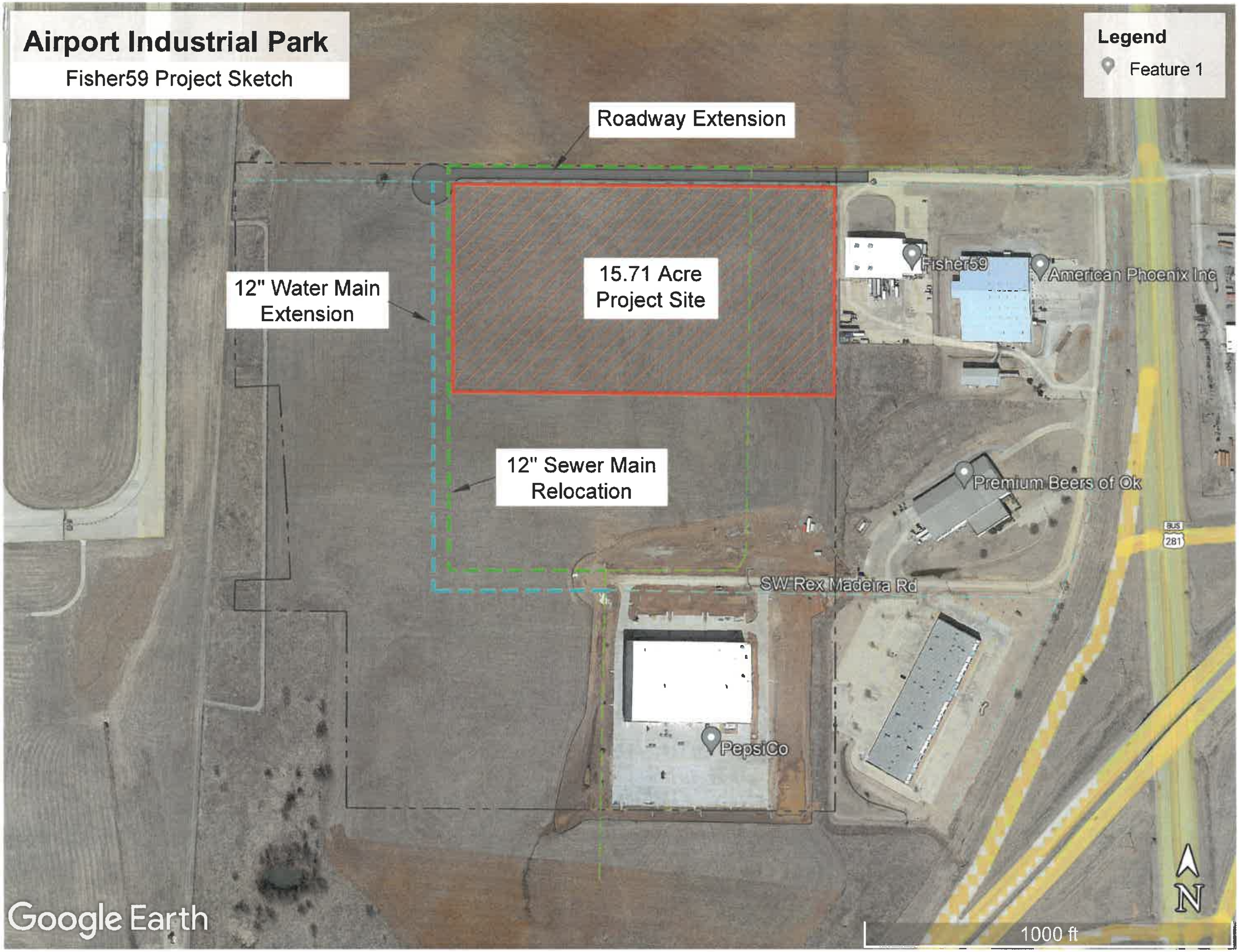
LEGAL DESCRIPTION OF THE PROPERTY

That certain 15.71-acre parcel of real property, more or less, located southerly of the extension of SW Gilbert Gibson Road, in Section 13, T-1-N, R-12-W, I.M., more specifically described as follows:

Situated in the City of Lawton, County of Comanche and State of Oklahoma being a part of the NE 1/4 and the SE1/4 of the SE 1/4 of Section 13, Township 1 North, Range 12 West and known as a part of parcel of land conveyed to Lawton - Fort Sill Economic Development by deed recorded in Deed Book 1924, Page 296 in the Comanche County Clerk's office and is further bounded and described as follows; Commencing at a broken 3" steel survey marker lying at the Northeast corner of the NE 1/4 of the se 1/4 of said section 13; thence along the northerly line of said NE 1/4 of the SE 1/4 North 89°32'23" West a distance of 866.70 feet to 5/8" iron rebar found, I.D. Seiger RLS 1281; thence South 00°28'33" west a distance of 60.00 feet to a 5/8" iron rebar found at a Northwesterly corner of land conveyed to Fisher59 Properties, LLC series Comanche by deed recorded in Deed Book 8044, page 57 in the Comanche County Clerk's office and being the Place of Beginning of the premises herein intended to be described; Thence along a Westerly line of land so conveyed to Fisher59 Properties, LLC series Comanche, South 00°10'20" West a distance of 611.43 feet to a 5/8" iron rebar found, I.D. Seiger RLS 1281, at a Southwesterly corner of land so conveyed to Fishers59 also being a Northwesterly corner of land conveyed to Anheuser-Busch, LLC by deed recorded in Deed Book 6582, page 296 in the Comanche County Clerk's office; thence North 89°30'18" West a distance of 1120.00 feet to a 5/8" iron rebar set, I.D. Thomas Catlett RPLS No. 1692; thence North 00°10'19" East a distance of 610.75 feet to a 5/8" iron rebar set, I.D. Thomas Catlett RPLS No. 1692 said iron rebar being 60' South of the North line of said SE 1/4 Section 13; thence running 60' South and parallel of 1/4 Section line South 89°32'23" East a distance of 1120.00 feet to the Place of Beginning, containing 684,409 sq. Ft. or 15.71 acres (more or less) of land.

EXHIBIT B

SCHEDULE OF PLANS FOR THE PUBLIC IMPROVEMENTS


Airport Industrial Park
Fisher59 Project Sketch
Legend
Feature 1
Roadway Extension
15.71 Acre
Project Site
12" Water Main
Extension
12" Sewer Main
Relocation
Fisher59
American Phoenix Inc
Premium Beers of Ok
SW Rex Madeira Rd
PepsiCo
BUS
281
N
1000 ft
Google Earth

City of Lawton
Public Utilities Department

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

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

March 19, 2024

Mr. Richard Rogalski, PE
LEDA/LEDC

RE: Westwin Elements Inc Pay Application 001

Dear Mr. Rogalski:

All materials referenced in this pay request were confirmed to be on site. All work referenced in this pay request was completed prior to the inspection by myself, you, and AJ Arends of Westwin Elements that occurred on February 26th, 2024. Since, all compaction work has been inspected and passed.
Attached are all documents for Pay Application 001 in the amount of $534,030.02.

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

Sincerely,

H. Rusty Whisenhunt

Rusty Whisenhunt
Director of Public Utilities
City of Lawton

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	City of Lawton	PROJECT:	23PP01	APPLICATION NO: 001	Distribution to:
				PERIOD TO: January 31, 2024	OWNER: ☒
FROM CONTRACTOR:	Westwin Elements Inc Westwin Elements Inc	VIA ARCHITECT:	Ambler Architects	CONTRACT FOR: Pilot Plant Construction	ARCHITECT: ☐
				CONTRACT DATE: December 12, 2023	CONTRACTOR: ☐
				PROJECT NOS: 23 / PP / 01	FIELD: ☐
					OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM $3,000,000.00
2. NET CHANGE BY CHANGE ORDERS $0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) $3,000,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $593,366.69
5. RETAINAGE:
   a. 10.00 % of Completed Work (Column D + E on G703) $59,336.67
   b. 0 % of Stored Material (Column F on G703) $0.00

   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $59,336.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $534,030.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $0.00
8. CURRENT PAYMENT DUE $534,030.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $2,465,969.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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

CONTRACTOR:

By: Brad J. Arnold Date: 03/07/24

State of: Oklahoma

County of: Comanche

Subscribed and sworn to before me this 7th day of March 2024

Notary Public: Dakoda Buehl

My Commission expires: Sept 30 2025

DAKODA BUEHL
Notary Public · State of Oklahoma
Commission Number 21012920
My Commission Expires Sep 30, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $534,030.02

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 03/08/2024

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

DRAFT

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	
PERIOD TO:	
ARCHITECT'S PROJECT NO:	23PP01

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
100a	PB - Building Supply	320,753.00	314,337.94	0.00	0.00	314,337.94	98.00%	6,415.06	0.00
100b	PB - Building Erection	124,809.00	0.00	0.00	0.00	0.00	0.00%	124,809.00	0.00
101	PB - Foundation Excavation	131,100.00	126,464.60	0.00	0.00	126,464.60	96.46%	4,635.40	0.00
102	Site Fencing	37,225.00	0.00	0.00	0.00	0.00	0.00%	37,225.00	0.00
103	PB - Concrete Foundation	325,929.00	94,500.00	0.00	0.00	94,500.00	28.99%	231,429.00	0.00
104	Site Work / Grading	547,906.00	58,064.15	0.00	0.00	58,064.15	10.60%	489,841.85	0.00
105	Site Utilities	217,920.00	0.00	0.00	0.00	0.00	0.00%	217,920.00	0.00
106	Site Electrical	86,589.00	0.00	0.00	0.00	0.00	0.00%	86,589.00	0.00
107	PB - Plumbing	35,000.00	0.00	0.00	0.00	0.00	0.00%	35,000.00	0.00
108	PB - Electrical	126,000.00	0.00	0.00	0.00	0.00	0.00%	126,000.00	0.00
110a	Crane Steel - Supply & Install	216,320.00	0.00	0.00	0.00	0.00	0.00%	216,320.00	0.00
110b	Mezzanine Steel - Supply & Install	455,023.00	0.00	0.00	0.00	0.00	0.00%	455,023.00	0.00
111	Bridge Crane	76,550.00	0.00	0.00	0.00	0.00	0.00%	76,550.00	0.00
112	Control Room Structure	41,700.00	0.00	0.00	0.00	0.00	0.00%	41,700.00	0.00
113	Lab Structure	26,480.00	0.00	0.00	0.00	0.00	0.00%	26,480.00	0.00
114	Generator	135,011.00	0.00	0.00	0.00	0.00	0.00%	135,011.00	0.00
115	Transformer	44,600.00	0.00	0.00	0.00	0.00	0.00%	44,600.00	0.00
116	HVAC Equipment	51,085.00	0.00	0.00	0.00	0.00	0.00%	51,085.00	0.00
109	Site Paving	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**$3,000,000.00**	**$593,366.69**	**$0.00**	**$0.00**	**$593,366.69**	**19.78%**	**$2,406,633.31**	**$0.00**

Pilot Plant Budget Report					
		Budget	Committed	Expended to Date	% Committed
Engineering					
	Capital Projects	$1,364,015.00	$1,129,313.00	$632,870.00	83%
	Ambler & Commercial Team	$260,038.00	$198,200.00	$192,955.00	76%
	Subtotal	**$1,624,053.00**	**$1,327,513.00**	**$825,825.00**	**82%**
Procurement					
	Structural	$832,970.00	$801,460.18	$362,543	96%
	Tagged Process Equipment	$1,998,227.00	$2,062,041.76	$863,543.40	103%
	Valves & Specialties	$947,810.00	$348,623.99	$126,056	37%
	Tagged Instruments	$671,100.00	$280,643.93	$108,585.00	42%
	Electrical Equipment	$401,800.00	$362,462.25	$-	90%
	Controls	$607,920.00	$575,320.00	$269,888.96	95%
	Design Allowance	$187,637.00			
	Subtotal	**$5,647,464.00**	**$4,430,552.11**	**$1,730,616.58**	**78%**
Construction					
	Site Work	$2,022,479.00	$932,042.43	$223,610.27	46%
	Concrete	$551,450.00	$330,542.18	$287,537.54	60%
	Structural	$903,173.00	$508,601.00	$-	56%
	Mechanical	$868,815.00	$343,665.34	$5,879.34	40%
	Piping	$518,992.00	$565,012.00	$-	109%
	Electrical	$732,985.00	$807,270.00	$-	110%
	Controls	$539,664.00	$497,143.00	$-	92%
	Subtotal	**$6,137,558.00**	**$3,984,275.95**	**$517,027.15**	65%
Out of Scope			$267,521.00	$20,346	
Contingency		$580,019.00			
Total		**$13,989,094.00**	**$10,009,862.06**	**$3,093,814.99**	**72%**

Elite Star Construction
210 West Chickasha Ave.,
Chickasha, Oklahoma 73018

CONDITIONAL WAIVER OF LIEN

Elite Star Construction furnished materials and/or equipment and/or labor on the Project: WestWin Elements Processing Building located at: . Therefore, conditional upon receipt of payment of $314,337.94 for all work completed supplies & services provided on said Project before and including the 28th day of December, 2023, Elite Star Construction does hereby waive and relinquish all rights and claims of liens which it now has or may hereinafter have for materials, labor equipment or other things of value on the Project through the date above. And for the same consideration, and upon the payment of said $314,337.94, Elite Star Construction acknowledges Payment received shall be used to satisfy Subcontractor/Supplier indebtedness to each and every party furnishing labor, equipment or materials or sub-subcontractor work for Subcontractor/Supplier work on this project before it is used in any other manner and that all funds received constitute trust funds in the hands of the Subcontractor/Supplier to be applied first to the payment of claims of sub-subcontractors, architects, engineers, surveyors, material men, rental companies, testing consultants, suppliers and laborers relative to the Subcontractor/Supplier Work, to claims for utilities furnished and taxes imposed and to the payment of premiums on insurance and surety bonds before any application to any other purpose; and, by signature herein as an individual does hereby acknowledge individual responsibility for proper use of the funds entrusted.

Subcontractor / Supplier does further hereby covenant and warrant that all legally liable indebtedness to any person(s), limited liability company or corporation for material, labor, equipment or other thing of value under said project has been fully paid from funds received under previous pay estimates / invoices and does hereby agree to hold **WestWin Elements** the project Owner harmless from any and all claims or liens arising out of or under said contract, and to fully indemnify **WestWin Elements** and the project owner for any losses it may sustain by reason of any such claim or liens.

I Aaron Hunter/Elite Star Construciton THE UNDERSIGNED, HEREBY PROVIDE CONDITIONAL RELEASE FOR ALL MATERIALS, EQUIPMENT, LABOR AND THINGS OF VALUE FURNISHED FOR THE WestWin Elements Processing Building PROJECT AS LISTED HEREIN THROUGH THE DATE LISTED ABOVE.

Aaron Hunter

Signed

	Aaron Hunter	12/28/23
Signed	Printed Name	Title

WAIVER OF LIEN
MATERIAL OR LABOR

STATE OF Oklahoma
COUNTY OF Comanche

December 4 2023

To All Whom It May Concern:

Whereas the undersigned T&G Construction, Inc.
has been employed by Westwin Elements, Inc.
General Contractor/Owner
to furnish labor and/or materials for Building pad Dirtwork
Nature of the Work

for the Building and Premises known as

At 10925 SW Bishop Rd. Address In Lawton, OK Comanche County City, County, State

Lot No. SW 3/4 of Section 1 Township 7/N Range R13 W I.M.

Now, Therefore, Know Ye, That T&G Construction, Inc. the undersigned for and in consideration of the sum of $ 82,952.58 Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim or right to lien on said above described building and premises under the Statutes of the State of Oklahoma relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said firm or individual therein named for said building or premises.

Given under ______ hand ______ and seal this 4th day of December A.D. ~~19~~ 2023

Witness: ______ (SEAL)

Witness: ______ (SEAL)

By Prentis Swam

Title Estimator

Subscribed and sworn to before me this

4th day of December ~~19~~ 2023

My commission expires 3-31-2026

Keri L. Brammer
Notary Public

NOTARY PUBLIC State of OK
KERI L. BRAMMER
Comm. # 14003100
Expires 3-31-2026

WAIVER OF LIEN
MATERIAL OR LABOR

STATE OF Oklahoma　　　　　　March 7　　　19 2024

COUNTY OF Comanche

To All Whom It May Concern:

Whereas the undersigned T&G Construction, Inc.

has been employed by Westwin Elements Plant
General Contractor/Owner

to furnish labor and/or materials for ______
Nature of the Work

for the Building and Premises known as ______

At 10925 SW Bishop Rd. In Lawton, OK Comanche County
Address　　　　City, County, State

Lot No. SW 3/4 of Section 1 Township T1N Range R13W1.M.

Now, Therefore, Know Ye, That T&G Construction, Inc. the undersigned for and in consideration of the sum of material & labor from December 1, 2023 to January 31, 2024 Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim or right to lien on said above described building and premises under the Statutes of the State of Oklahoma relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said firm or individual therein named for said building or premises.

Given under ______ hand ______ and seal this 7th day of March A.D. ~~19~~ 2024

Witness: ______　　　______ (SEAL)

Witness: ______　　　______ (SEAL)

By Brenton Swan

Title Estimator

Subscribed and sworn to before me this

7th day of March ~~19~~ 2024

My commission expires 3-31-2026

Keri L. Brammer
Notary Public

NOTARY PUBLIC State of OK
KERI L. BRAMMER
Comm. # 14003100
Expires 3-31-2026

WAIVER OF LIEN
MATERIAL OR LABOR

STATE OF Oklahoma March 7 1~~9~~2024

COUNTY OF Comanche

To All Whom It May Concern:

Whereas the undersigned T&G Construction, Inc.

has been employed by Westwin Elements Plant
General Contractor/Owner

to furnish labor and/or materials for ______
Nature of the Work

for the Building and Premises known as ______

At 10925 SW Bishop Rd. (Address) In Lawton, OK Comanche County (City, County, State)

Lot No. SW 3/4 of Section 1 Township T1N Range R13W1.M.

Now, Therefore, Know Ye, That T&G Construction, Inc. the undersigned for and in consideration of the sum of paid invoices from December 1, 2023 to January 31, 2024 Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim or right to lien on said above described building and premises under the Statutes of the State of Oklahoma relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said firm or individual therein named for said building or premises.

Given under ______ hand ______ and seal this 7th day of March A.D. ~~19~~X 2024

Witness: ______ ______ (SEAL)

Witness: ______ ______ (SEAL)

By Prentis Sram

Title Estimator

Subscribed and sworn to before me this

7th day of March 1~~9~~X 2024

My commission expires 3-31-2026

Keri L. Brammer
Notary Public

NOTARY PUBLIC State of OK
KERI L. BRAMMER
Comm. # 14003100
Expires 3-31-2026

104°

Invoice

Elite Star Construction
210 W. Chickasha Ave.
Chickasha, OK 73018 US
ahunter@elitestarconst.com
www.elitestarconst.com

BILL TO
Westin Elements Inc.
7 NE Sixth Str
Unit 100
Oklahoma City, OK 73104 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
OI--0170	12/28/2023	$314,337.94	01/27/2024	Net 30	

P.O. NUMBER
2023100401PP2101

DATE		DESCRIPTION	QTY	AMOUNT
12/28/2023	13000	Special Construction PEMB Material	0.98	314,337.94
12/28/2023	13001	PEMB Construction Labor	0	0.00
		BALANCE DUE		**$314,337.94**

Bill header

Payee name	Elite Star Construction (Aaron Hunter) (5)
Invoice number	OI--0170
Invoice date	Dec 28, 2023
Invoice Due date	Jan 26, 2024
Description	Prefab Building
AP account	20000 - Accounts Payable (A/P)
Total Amount	USD 314,337.94

Bill approvers

Nathan Shibler Jan 02, 2024

Related payments

Transaction Type	Payment date	Payment refcode	Paid amount	Status	Scheduled date
Payment	Jan 02, 2024	ac84d0d8e2c047f0	USD 314,337.94	Paid	Jan 26, 2024

104%

T & G Construction, Inc.
800 SE 1st Street
PO Box 1557
Lawton, OK 73502
Phone: (580) 248-4430
Fax: (580) 248-4431

INVOICE

INVOICE NO
19469

SOLD TO
Westwin Elements, Inc.
7 NE Sixth Street
Unit 100
Oklahoma City, OK 73104

SHIP TO
Misc Site Work (Site Grading)
10925 SW Bishop Rd
Lawton, OK 73505

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
WESTWIN				Net 30	12/29/2023	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	0.1	Excavation - Total billed to date - 10%	19,092.00	1,909.20
	0.15	Compacted Fill - Total billed to date - 15%	222,255.00	33,338.25
	0.1	Grading - Total billed to date - 10%	210,917.00	21,091.70
	0	Culverts & Inlets	33,916.00	0.00
	0	Drain Piping	10,879.00	0.00
	0	Erosion Protection	17,897.00	0.00
	0	Sodding	20,000.00	0.00

Bill header

Payee name	T&G Construction Inc. (20)
Invoice number	19469
Invoice date	Dec 29, 2023
Invoice Due date	Jan 26, 2024
Description	
AP account	20000 - Accounts Payable (A/
Total Amount	USD 58,064.15

Bill approvers

Nathan Shibler Jan 04, 2024

Related payments

Transaction Type	Payment date	Payment refcode	Paid amount	Status	Scheduled date
Payment	Jan 04, 2024	cc9db0225c044ded	USD 58,064.15	Paid	Jan 26, 2024

< Back **Bill details** Paid

Messages & files Actions ▾ Help 78 of 119

104%

T & G Construction, Inc.
800 SE 1st Street
PO Box 1557
Lawton, OK 73502
Phone: (580) 248-4430
Fax: (580) 248-4431

INVOICE

INVOICE NO.
19467

SOLD TO
Westwin Elements, Inc.
7 NE Sixth Street
Unit 100
Oklahoma City, OK 73104

SHIP TO
Misc Site (Floor & Foundation)
10925 SW Bishop Rd
Lawton, OK 73505

ACCOUNT NO.	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
WESTWIN				Net 30	12/27/2023	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	0.45	Floor & Foundation - Total billed to date 45%	210,000.00	94,500.00

TOTAL AMOUNT **94,500.00**

Bill header

Payee name	T&G Construction Inc. (20)
Invoice number	19467
Invoice date	Dec 27, 2023
Invoice Due date	Jan 26, 2024
Description	
AP account	20000 - Accounts Payable (A/
Total Amount	USD 94,500.00

Bill approvers

Nathan Shibler Jan 02, 2024

Related payments

Transaction Type	Payment date	Payment refcode	Paid amount	Status	Scheduled date
Payment	Jan 02, 2024	98be38f6ff8b4e4d	USD 94,500.00	Paid	Jan 26, 2024

104%

INVOICE

INVOICE NO
19466

T & G Construction, Inc.
800 SE 1st Street
PO Box 1557
Lawton, OK 73502
Phone: (580) 248-4430
Fax: (580) 248-4431

SOLD TO
Westwin Elements, Inc.
7 NE Sixth Street
Unit 100
Oklahoma City, OK 73104

SHIP TO
Misc Site Work (Pad)
10925 SW Bishop Rd
Lawton, OK 73505

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
WESTWIN				Net 30	12/27/2023	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	0	Erosion & Sediment Control - Total Billed to date 88%	8,970.00	0.00
	0.5	Clearing & Grubbing - Total billed to date 100%	26,825.00	13,412.50
	0	Excavation - Total billed to date 100%	12,333.00	0.00
	0.4	Compacted Fill - Total billed to date 100%	71,736.00	28,694.40
	0.17	Construction Entrance - Total billed	8,236.00	1,400.12

Bill header

Payee name	T&G Construction Inc. (20)
Invoice number	19466
Invoice date	Dec 27, 2023
Invoice Due date	Jan 26, 2024
Description	
AP account	20000 - Accounts Payable (A/
Total Amount	USD 43,507.02

Bill approvers

Nathan Shibler Jan 02, 2024

Related payments

Transaction Type	Payment date	Payment refcode	Paid amount	Status	Scheduled date
Payment	Jan 02, 2024	98be38f6ff8b4e4d	USD 43,507.02	Paid	Jan 26, 2024

RETAIL ATTRACTIONS, LLC
Economic Development Consulting

Lawton Economic Development Authority and Retail Attractions Proposal March 7, 2024

Background

Lawton, OK is well positioned to attract new population growth over the next few years. With the growth of Ft Sill, as well as local growth from Goodyear and other new industries moving to town, the next 5 years will be critical for this community. In order to retain and attract population, retail offerings will be key. This has wisely been recognized by the Lawton leadership as they look to continue Lawton's growth.

Retail Attractions desires to work hand-in-hand with Lawton to make this growth happen.

The Retail Attractions Team

Rickey Hayes founded Retail Attractions in 2007 to provide a suite of services to cities and other governmental entities who desire to see new retail development in their community and the increased sales tax and ad valorem tax revenue. Retail Attraction's goal is to assist those responsible for bringing commercial development to cities and to make their jobs easier and more effective. Hayes worked as a local economic development professional before starting Retail Attractions, which is the only consulting company of its kind in Oklahoma.

During his 16 years growing Retail Attractions, he has worked with over 500 communities in 39 states and helped develop millions of square feet of retail space. Retail Attractions has become the premier retail consulting firm in this part of the United States.

Brent Kisling has spent over 20 years working in economic development in Oklahoma and has served as the State Director for USDA Rural Development, a local economic development director in Enid, and the Director for the Oklahoma Dept of Commerce. He now owns NexTo LLC that builds next to communities, next to businesses, and next to people. He formed a joint venture with Retail Attractions to expand the scope of the company and its impact in middle America.

RETAIL ATTRACTIONS, LLC
Economic Development Consulting

Scope of Work
Retail Attractions would partner with the Lawton Economic Development Authority in the following ways:

- Create a market study to prove up and validate retail and other development potential in the city and trade area of Lawton
- Create marketing materials that include a map of the trade area and a condensed summary of market data for use with retail developers
- Help craft any development agreements or incentive packages that would be needed to close a deal
- Utilizing market data, Retail Attractions will work with LEDA to identify recruitment targets
- Recruit targets
- Represent Lawton at the International Council of Shopping Centers conference in Texas and in Las Vegas
- Provide monthly updates to the community and present at public and private events as needed

If there is interest in working together, Retail Attractions will provide a more in-depth contract for services that provides more detail to the bullet points listed above.

Fees

- $4000/month retainer for a total of $48,000 per year
- $750 per diem for community visits as requested

P O Box 1617 ▪ Owasso, Oklahoma 74055
▪ phone 918.376.6707
grow your city at www.retailattractions.com.