

CITY OF ARDMORE
Office of City Manager

Council Letter No. 4782
Meeting Date: March 16, 2020

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Consent of Sublease Agreement between the Ardmore Development Authority and
Ameripointe Logistics Hub, LLC

Dear Commission Members:

The Sublease Agreement entered into is between the Ardmore Development Authority, a public trust and Ameripointe Logistics Hub, LLC, an Oklahoma Limited Liability Company which will allow certain property to be subleased located within the Ardmore Industrial Airpark, which property is encompassed within the Lease by the City of Ardmore, a consenting party to this Agreement to the Ardmore Development Authority of the Ardmore Industrial Airpark. The Sublease Agreement requires approval by the City Commissions.

Staff respectfully recommends approval of the Sublease Agreement between the Ardmore Development Authority and Ameripointe Logistics Hub, LLC.

Respectfully Submitted,


J.D. Spohn
City Manager

SUBLEASE AGREEMENT
By and Between
The Ardmore Development Authority and
Ameripointe Logistics Hub, LLC

This Sublease Agreement (“Agreement”) is made and entered into on the ___th day of _____, 2020, by and between Ardmore Development Authority, a public trust (“Authority”), and Ameripointe Logistics Hub, LLC, an Oklahoma Limited Liability Company (“Company”). The City of Ardmore, a municipal corporation (“City”), is a consenting party to this Agreement.

The Authority leases the property described herein located in the Ardmore Industrial Airpark from the City. (“Airpark”¹). The Authority desires to sublease the property described herein on Exhibit “A” within the Airpark to the Company for the purpose of a Warehouse and Distribution Hub for automotive components under the terms and conditions set forth below. Company likewise desires to sublease such property under the same terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits which will accrue to the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF SUBLEASE. The Authority hereby subleases to Company and Company hereby subleases from the Authority, the following:

Exhibit “A” LEGAL
Additional Considerations

In addition to the terms and conditions described herein, this Agreement is subject to the terms of the Lease Agreement, as amended, by and between the Authority and the City (“the Lease Agreement”). The terms and conditions of the Lease Agreement shall control in the event of any conflict between the Lease Agreement and this Sublease Agreement.

2. TERM. Unless earlier terminated as provided herein and subject to necessary and appropriate approvals by the City and the Federal Aviation Administration (“FAA”), the initial period of this Agreement will begin on April 1, 2020 (“Effective Date”) and will continue for an initial term of Five (5) years, through April 1, 2025. It is understood that upon completion of the new permanent warehouse and distribution center, prior to the end of the initial term, this lease will terminate with no penalty.

Unless earlier terminated as provided herein and subject to necessary and appropriate approvals by the City and the Federal Aviation Administration (“FAA”), the initial period of this

¹ The Airpark is an approximately two thousand one hundred (2,100) acre tract of land more particularly described in the Lease Agreement, effective on the 1st day of October 1983, and on file with the Carter County Clerk and recorded at Book 1080, Page 550, as amended, by and between the Authority and the City. As used herein, the words “Airpark” also include any other lands adjoining such tract that are hereafter purchased or leased by the Authority and used together as part of the same project.

Agreement will begin on April 1, 2020 (“Effective Date”) and will continue for an initial term of Five (5) years, through April 1, 2025.

Provided that the Company is not in default, upon the conclusion of this initial period, the Company, at its sole option, may elect to extend the lease term by providing proper written notice to the Authority for up to two (2) additional ten (10) year renewals of the lease term subject to the terms of the Lease Agreement, Upon the conclusion of the initial period, and any renewals available to Company, and provided that the business and operational arrangements have been finalized, the Company may extend the term by providing proper written notice to the Authority. The terms and conditions of each renewal shall be determined at a later date by mutual consent of the parties and the City. Any renewal shall be conditioned upon the continued effectiveness of the Lease Agreement.

3. RENT. Company will pay to the Authority rent in the amount of \$25,000.00 beginning on April 1, 2020 and monthly for 60 months with a maturity date of July 1, 2025. All rent will be due on the first day of each month.

(i) Late Charges. In the event Tenant fails to make timely payment of Rent or any other amount due and owing hereunder and the amount remains unpaid for a period of ten (10) days from such due date, in addition to any and all other sums due and owing herein, Landlord may collect from Tenant as additional rent an administrative service fee in an amount equal to five percent (5.00%) of the amount of the payment then due.

(ii) Payments. Tenant shall pay all Rent at the times and in the manner herein provided. Tenant’s obligation to pay rent is an independent covenant and not act or circumstance whatsoever (whether constituting a default by Landlord or not) will release Tenant from the obligation to pay Rent timely or give rise to a counterclaim, offset or deduction unless specifically otherwise provided herein. Time is of the essence in the performance of each Tenant’s obligations hereunder. In the event any payment of Rent is not made within twenty (20) days after its due date, and in addition to Late Charges as set forth in Section (i), such amount shall bear interest daily until paid at the rate of twelve (12%) per annum; with such interest accruing from the due date.

4. PERMITTED USE. During the Term of this Agreement, Company shall be permitted to use the Leased Property to conduct its operations as contemplated hereunder, all as approved by the Authority and the City. Subject to approval of, and through coordination with the Authority, Company may use the Leased Property in a manner that supports its operations, including short term storage of equipment. Company shall comply with the requirements of all governmental authorities having jurisdiction over the Leased Property, including the FAA, the City of Ardmore and/or other entities with jurisdiction over the activities Company undertakes. Company is permitted to carry out any other lawful activity reasonably related to its operations that is not otherwise prohibited by the terms hereof, subject to uniform rules and regulations established from time to time by the Authority and/or the City which are applicable to the Airpark.

5. PROPERTY IMPROVEMENTS. 80,000 square foot warehouse facility with a total campus of 6.37 acres.

6. CONSTRUCTION AND MAINTENANCE OF THE "BUILDING". Company shall be solely responsible for the maintenance and repair of the Building and shall maintain the Leased Property in a safe and clean manner and shall not allow debris or materials to be collected and become unsafe or unsightly. All improvements by the Company will need to comply with the applicable laws and building requirements with approval from the appropriate entities, including the Ardmore Development Authority and the City of Ardmore.

7. RESPONSIBILITY OF COMPANY. Company shall be responsible for complying with all federal, state and local governmental regulations, and for obtaining all authorizations and other items necessary for it to conduct its operations. The Authority shall have no obligation to obtain the necessary authorizations on behalf of Company or to monitor or ensure Company's compliance. All costs related to such activities will also be the sole responsibility of Company. Company shall not permit any encumbrances to be filed against the Leased Property or other portions of the Airpark as a result of its failure to properly pay such costs and, in the event such an encumbrance is filed, Company shall take all steps at its expense necessary to cause the encumbrance to be promptly removed. The Authority will cooperate with Company in its pursuit of variances to City ordinances that may be necessary for Company's use of the Leased Property, including but not limited to ordinances related to noise, vibration, restrictive covenants, and other zoning requirements.

8. QUIET ENJOYMENT. So long as the Company pays the Rent and performs all of the Company's obligations under this Agreement, Company will peacefully hold the Leased Property, free of interference from anyone, claiming by, through, or under the Authority, for the term of this agreement, subject of any applicable zoning ordinances, building codes, laws, and other regulations affecting the use of the Leased Property.

9. AD VALOREM TAXES. Company shall timely pay directly to applicable authorities all ad valorem taxes and other similar charges that may be assessed by governmental or other public entities against its equipment, plants, machinery, stockpiles and other property located on the Leased Property. Company shall timely make or cause to be made payments in lieu of taxes against the leased land that constitutes the Leased Property. Calculation of the payments in lieu of taxes shall be made by an assessment provided by the Carter County Assessor in such a manner that is applicable by law to other property located in Carter County. Such amounts shall be paid as and when due to the Carter County Treasurer so as to avoid imposition of any penalties or accrual of interest that would be owed if the Leased Property were subject to assessment, levy and tax thereon.

10. UTILITIES. Company shall pay for all utilities it uses, if any, in connection with its operations hereunder, including, without limitation, electricity, gas, and water.

11. FAA AUTHORIZATIONS. Communication with the FAA to request, obtain, and update, if necessary, any FAA authorizations that may now or hereafter be required with respect to the Company's operations at the Leased Property. Performance of and compliance with FAA standards and authorizations, as well as providing verification of compliance with such FAA

standards and authorizations, upon written request of the Authority, is strictly the responsibility of the Company.

12. LAWFUL CONDUCT. All of the activities conducted on the Leased Property by the Authority and Company shall comply in all material respects with all applicable federal, state, and local laws, as well as all other governmental rules and regulations that may affect their respective personnel, equipment and activities including, without limitation, such governmental laws, rules and regulations as may now or hereafter be in force relating to airports, railroads, safety and the environment.

13. INSPECTIONS. The Authority shall be entitled to enter upon the Leased Property from time to time during regular business hours, upon reasonable advance notice to Company, in order to carry out such inspections of the Leased Property as the Authority may deem appropriate to ensure compliance with the terms hereof. The Authority shall be accompanied during any such inspections by an employee of Company and, while on the Leased Property, the Authority shall comply with all applicable safety rules and regulations promulgated by Company or any applicable governmental entity.

14. ENVIRONMENTAL CONCERNS AND HAZARDOUS MATERIALS.

(i) "Environmental Law(s)" shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material (as hereinafter defined), or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. §5101 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*; all as have been amended from time to time, and any other federal, state, or local environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(ii) Company shall strictly comply with all Environmental Laws. Use or storage on the Leased Property of any Hazardous Materials that are not previously authorized by the Authority in writing in advance of such use or storage is a breach of this Agreement. Company shall abide by industry best practices in effort to prevent the release or suffer the release of oil or Hazardous Materials on, about or affecting the Leased Property.

(iii) Company shall give the Authority immediate notice of any release of Hazardous Materials on, from, or affecting the Leased Property, for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to use of the Leased Property by Company. Company also shall give the Authority immediate notice of all measures undertaken by or on behalf of Company to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to the Authority copies of all reports and/or data regarding any investigations or remediation of the Leased Property. In the event that the Authority has notice from Company or otherwise of a release or violation of Environmental Laws on, from, or otherwise affecting the Leased Property which occurred or may occur during the Term of this Agreement as a result of use by Company, the Authority may require Company, at Company's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure each such release or violation on, from, or otherwise affecting the Leased Property, including without limitation payment of any fines or penalties due.

(iv) Company shall promptly report to the Authority in writing any conditions or activities upon the Leased Property outside of the ordinary course of operations of Company's use of the Leased Property that create a risk of harm to persons, property or the environment. Company shall promptly take whatever action is necessary to mitigate injury or damage to persons, property or the environment arising out of conditions or activities resulting from use of the Leased Property by Company, including but not limited to releases or violations of Environmental Laws; provided, however, that Company's reporting to the Authority shall not relieve Company of any obligation whatsoever imposed on it by this Agreement or by law. Company shall promptly respond to the Authority's request for information regarding said conditions or activities.

(v) The Authority and its agents and representatives shall have a right of entry and access to the Leased Property: (a) at any time an actual or suspected emergency exists; and (b) at any reasonable time, upon prior written notice, and, at Company's election, with a representative of Company present, for the purposes of (1) inspecting the documentation relating to Hazardous Materials or environmental matters maintained by Company; and (2) ascertaining whether Company is in compliance with its obligations under this Section.

15. ENVIRONMENTAL ISSUES - WARRANTY AND INDEMNITY. Company represents, warrants and covenants and agrees to the following: Company to the fullest extent permitted by law, hereby indemnifies and agrees to reimburse, defend and hold harmless the City and the Authority and their employees, officers, directors, members, managers and agents for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, punitive and consequential damages, reasonable attorney's fees, disbursements and expenses, and reasonable consultant's fees, disbursements and expenses asserted against, resulting to, imposed on, or incurred by the other party, directly or indirectly, in connection with any of the following:

(i) Events, circumstances or conditions that form the basis for an Environmental Claim (as hereafter defined) as a result of the acts or omissions of the other party or any of its

officers, employees, agents, representatives, contractors, subcontractors, or invitees (“Permittees”). For purposes of this Agreement, “Environmental Claim” means any lien or other encumbrance, or any notice, notification, request for information, claim, administrative, regulatory or judicial action, suit, judgment, demand or other communication (whether written or oral) by any person or governmental authority alleging or asserting liability with indemnification, cost recovery, compensation, injunctive relief, investigatory, response, remedial or cleanup costs, damages to natural resources, personal injuries, fines or penalties arising out of, based on or resulting from: (1) the presence, use or release into the environment of any Hazardous Materials; (2) any fact, circumstance, condition or occurrence forming the basis of any violation of any Environmental Law; or (3) any injury or threat to health, safety or the environment, any pollution or threat to human health or the environment that is related in any way to Company’s or any of Permittees’ management, use or control of the Leased Property;

(ii) The nonperformance or delayed performance and completion of any remedial work to prevent, cure or mitigate any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata; or

(iii) The breach of any environmental representation, warranty or covenant set forth in this Agreement.

Nothing in this Section shall be deemed to deprive either Party of any rights or remedies provided to it in this Agreement or otherwise available, at law or in equity.

16. GENERAL INDEMNITY. In addition to the indemnification provided in Section 16, Company shall indemnify, defend, and hold the Authority and the City and their employees, officers, directors, members, managers and agents, harmless from any and all costs, expenses, losses or damages, (including but not limited to reasonable attorneys’, engineering and expert witness fees), arising from or in connection with (i) any injury sustained directly by such party; or (ii) any demand, claim, cause of action, or other proceeding brought against any of them, that is related to (a) any negligent or wrongful act or omission of Company whether occurring on or off the Leased Property or anywhere else within the Airpark; (b) any breach by Company of any provision of this Agreement, including, without limitation, any representation or warranty set forth herein.

The obligations of the Company under this Section shall apply regardless of whether it is determined that the indemnified party was partially responsible for the loss. To the extent that both Company and the Authority are jointly responsible for an indemnifiable loss, they shall each share such responsibility on the same proportional basis that their respective acts and omissions caused such loss. Further, the obligations contained in this Section will survive expiration or termination of this Agreement regardless of the reason for termination.

17. INSURANCE.

(i) *Liability Insurance.* Throughout the Term, Company shall maintain at Company's expense, insurance insuring Company, the Authority, and the City, against all liability for injury to property and for liability for the injury or death of any person occasioned by or arising out of or in connection with the occupancy of the Leased Property. The policy or policies shall provide not less than one million dollars (\$1,000,000.00) combined single limit coverage, shall name the Authority, the City, and Company and their respective agents as insureds and shall be maintained with an insurance company or companies authorized to do business in the State of Oklahoma.

(ii) *Policies.* Company shall furnish evidence that is satisfactory to the Authority of the maintenance of all insurance required by this Section, including certificates of such insurance and evidence of the payment of premiums. Additionally, Company shall obtain a written obligation on the part of each insurance company to notify the Authority at least thirty (30) days prior to cancellation or material change of any such insurance.

(iii) *Subrogation.* Company hereby waives any cause of action which Company or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against the Authority or the City on account of any loss or damage which is insured against under any insurance policy which names Company as a party insured. Company agrees to provide the Authority a waiver of subrogation endorsement, satisfactory to the Authority and the City, to all policies of insurance maintained pursuant to this Agreement. Company hereby waives any cause of action which Company or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against Company on account of any loss or damage which is insured against under any insurance policy which names the Authority and/or the City as a party insured. The Authority agrees to provide Company a waiver of subrogation endorsement, satisfactory to Company, to all policies of insurance maintained by the Authority and covering the Leased Property.

(iv) *Broad Form Property Insurance.* Lessee shall keep in force during the term of this sublease or any extension thereof, broad form property insurance covering the demised premises, structures and improvements on an appraised value basis and shall name the Authority, the City, and Company and their respective agents as insureds and shall be maintained with an insurance company or companies authorized to do business in the State of Oklahoma.

(v)

18. TERMINATION BY AUTHORITY. The Authority may terminate this Agreement at any time if Company (i) fails to pay any installment of rent when due hereunder and such failure continues for a period of ten (10) days following written notice from the Authority of such failure; or (ii) fails to perform any of its other obligations hereunder and such failure continues for a period of thirty (30) days after written notice specifying such failure. If through no fault of Company, the applicable non-monetary failure is impracticable to correct within such thirty (30) day period, the Authority shall not terminate this Agreement if Company commences with good faith and with due diligence, and provides proof of the same, to correct such non-monetary failure within the thirty (30) day period and diligently prosecutes the correction of such failure until cured. Nonetheless, no default shall be allowed to continue for more than one hundred and eighty (180) days under any circumstances. In addition, the ADA may cancel this Agreement

without notice should the Company fail to comply with any order of the FAA, or other federal or state agency related to its activities on the Leased Property.

19. TERMINATION BY COMPANY. Company may terminate this Agreement at any time (i) if the Authority fails to perform any of its obligations hereunder, and such failure continues for a period of thirty (30) days after written notice from Company of such failure; provided that, if, through no fault of the Authority such failure is impracticable to correct within such thirty (30) day period, Company shall not terminate this Agreement if Owner commences with good faith and with due diligence, and provides proof of the same, to correct such failure within the thirty (30) day period and diligently prosecutes the correction of such failure until cured. Nonetheless, no default shall be allowed to continue for more than one hundred and eighty (180) days under any circumstances.

20. COMPANY'S PROPERTY. All structures, improvements, fixtures, machinery, plants, equipment and other personal property of Company installed, placed or kept on the Leased Property by Company shall be and remain the property of Company and shall not become a part of the Leased Property, provided that they are removed from the Leased Property prior to the conclusion of the term of this Agreement. Any Company property remaining on the Leased Property after the term of the Agreement may be removed by the Authority at the expense of Company, or if the Authority so elects, shall become the property of the Authority.

21. ASSIGNMENT AND SUBLEASE. Company may not assign this Agreement, in whole or in part, without the prior written consent of the Authority and the City. If the Authority and the City consent to such an assignment, Company will nevertheless remain responsible for the performance of all applicable obligations set forth herein.

22. NOTICES AND PAYMENTS. Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery; or (ii) sent by U.S. mail (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to the Authority: Ardmore Development Authority
410 West Main Street
Ardmore, Oklahoma 73401
Attention: Mita Bates

If to the City:
(as consenting party) City of Ardmore
23 S. Washington
Ardmore, OK 73041
Attention: J.D. Spohn

If to Company: Ameripointe Logistics Hub, LLC
1039 NW 63rd Street

Oklahoma City, OK. 73116

With a copy to:

Any such notice or communication shall be deemed to be given, if delivered in person, on the date delivered, or, if sent by mail, on the date sent as evidenced by the bill of lading, and shall be deemed received, if delivered in person, on the date of personal delivery, or if sent by mail, on the third business day after the day sent.

All payments owed to the Authority under this Agreement shall be made to the addresses listed above or to such other address as the Authority may hereafter designate for itself in writing.

23. AMENDMENTS. This Agreement, including its Exhibit, constitutes the entire understanding of the parties regarding the subject matter hereof and may be amended, changed, altered or otherwise modified or expanded only by a written amendment or addendum, signed after the Effective Date hereof, by an authorized representative of each party and with the written approval of the City of Ardmore.

24. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby.

25. FORCE MAJEURE. If the performance of any party hereunder, other than with respect to payments, is rendered commercially impracticable as a result of weather, strikes, wars, ice, governmental orders or regulations, court orders, acts of God, fire, or other events beyond such party's reasonable control, then performance, other than the payment of amounts due, will be excused and suspended during the period of such commercial impracticability.

26. WAIVER. The waiver by either party of any default in any of the terms and conditions stated herein shall not be deemed a waiver of any subsequent default of the same or any other term or condition hereof. Any right hereunder may be waived only by a written instrument executed by the party waiving such right.

27. GOVERNING LAW. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Oklahoma considered without regard to its choice of law rules.

28. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute that arises regarding the formation or terms of this Agreement, or the performance of the parties hereunder, by negotiation, or if that is unsuccessful, by non-binding mediation in Oklahoma City, Oklahoma before a mediator jointly selected and equally paid for by each party. Any statements made or documents produced at mediation shall be kept confidential as provided by the applicable provisions of the Oklahoma law.

If mediation is not successful, the parties agree that jurisdiction will be proper in Carter County, Oklahoma or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue laid therein.

29. STATUS OF AUTHORITY. The Authority's obligations under this Agreement with respect to insurance, indemnity and liability are subject to and shall not constitute a waiver of the protection or limits of liability under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, as interpreted by applicable case law concerning contractual indemnities. No provision of this Agreement modifies and/or waives any provision of the Governmental Tort Claims Act.

30. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

31. COUNTERPARTS. This Agreement may be executed in multiple counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN TESTIMONY WHEREOF, witness the signature of Company and the Authority by their respective authorized representatives, each as of the date first above written.

Date: _____

Ardmore Development Authority,
an Oklahoma Public Trust

By: _____
Nancy Sjulín, Chairman

ATTEST:

Secretary

Date: _____

Ameripointe Logistics Hub, LLC

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CONSENTED TO BY:

Date: _____

The City of Ardmore, Oklahoma,
An Oklahoma Municipal Corporation

By: _____
John Mayor, Mayor

ATTEST:

Lori Linney, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Description

The eastern two thirds (2/3rds) of a tract of land lying in the Southwest Quarter (SW/4) of Section Eighteen (18), Township Three (3) South, Range Three (3) East of the Indian Meridian, Carter County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of said SW/4; thence S 00°20'02" E along the West line of said SW/4 a distance of 69.00 feet; thence N 89° 39' 58" E a distance of 25.00 feet to a point on the East right of way line of State Highway 53; thence continuing N 89°39' 58" E a distance of 100.00 feet; thence S 79°42' 12" E a distance of 102.00 feet; thence N 89° 39' 58" E a distance of 754.75 feet; thence S 00°20'02" E a distance of 510.00 feet to the Point of Beginning; thence N 89°39' 58" E a distance of 1339.23 feet; thence N 00°20'02" W a distance of 136.00 feet; thence N 89°39' 58" E a distance of 50.00 feet; thence S 00°20'02" E a distance of 506.00 feet; thence S 89°39' 58" W a distance of 1189.23 feet; thence N 00°20'02" W a distance of 162.09 feet; thence S 89°39' 58" W a distance of 200.00 feet; thence N 00°20'02" W a distance of 207.91 feet to the Point of Beginning, containing 7.46 acres, more or less.

Basis of Bearings for the above described Tracts is the West line of Said SW/4 being S 00°20'02" E.

ADDITIONAL CONSIDERATION

The Ardmore Development Authority will be responsible, in coordination with Ameripointe Logistics Hub, LLC to determine the buildout for the office space, estimated to be 1800 square feet at an amount not to exceed \$150.00 per square foot. To facilitate immediate occupancy, the ADA will provide a modular facility to act as administrative offices during the interim period.

A fence compliant with US Customs and Border Patrol regulations will be installed upon execution and payment of the lease.