

CITY OF ARDMORE
Office of City Manager

Council Letter No. 5100
Meeting Date: June 7, 2021

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Consent to Ardmore Development Authority Ground Sublease Agreement at the
Ardmore Municipal Airport

Dear Commission Members:

The Ground Sublease Agreement (Lease Agreement) is between the Ardmore Development Authority, a public trust of the City of Ardmore (ADA) and WP Global, LLC, an Oklahoma limited liability company (Lessee). The ADA leases from the City of Ardmore the Ardmore Municipal Airport (Airport) in Ardmore, Oklahoma. The ADA desires to sublease property to Lessee and Lessee hereby subleases from the ADA property at the Airport to include; a tract of land located in Sections 7 & 18, Township 3S, Range 3 E for an initial term of forty years with an initial annual lease rate of \$5,000.00 Lessee likewise desires to sublease such property under the same terms and conditions for the purpose of developing a multimodal transportation hub at the Ardmore Municipal Airport.

Staff respectfully recommends approval of the Ground Sublease Agreement for the lease of certain property located in the Ardmore Municipal Airport.

Respectfully Submitted,



Kevin Boatright
City Manager

**Ardmore Municipal Airport
Ground Sublease Agreement
The Ardmore Development Authority and WP Global, LLC.**

This Ground Sublease Agreement (the "Lease Agreement") made and entered into this ____ day of _____, 2021, by and between the Ardmore Development Authority, a Public Trust of the City of Ardmore (the "ADA"), and WP GLOBAL, LLC, an Oklahoma limited liability company ("LESSEE"). The City of Ardmore, a municipal corporation ("City"), is a consenting party to this Agreement.

W I T N E S S E T H

The ADA leases the property described herein located in the Ardmore Industrial Airpark from the City ("Airpark"¹). The ADA desires to sublease the property described herein within the Airpark to the LESSEE for the purpose of a construction and operation of a Multimodal Facility to include rail and ancillary facilities required for operations. The LESSEE 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 sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Leased Premises. For and in consideration of the rentals as hereinafter provided, and the stipulations and conditions hereinafter set out and the mutual advantages moving to the parties hereunder, the ADA does hereby demise and sublease and assign to the LESSEE the surface rights only in and to the lands described on Exhibit "A" attached hereto (the "Leased Premise") in the Ardmore Municipal Airport, and located in Sections 7 & 18, Township 3S, Range 3 E Carter County, Oklahoma. Title to all improvements constructed by LESSEE shall be and remain with LESSEE at all times. Without limitation of the foregoing, ADA agrees that all improvements, equipment, fixtures and appliances of every nature, heretofore or hereafter erected or installed upon the Leased Premises by LESSEE or acquired by LESSEE, shall always be and remain the property of LESSEE and may be removed, in whole or in part, by LESSEE, at LESSEE's option, at any time up to the expiration or termination of this Lease Agreement for any reason. ADA hereby waives any and all rights to assert any claim arising from any reversionary interest in such items at the expiration of this Lease Agreement. In no event shall ADA have any lien or other security interest in any of the improvements or other property located in or on the Leased Premises, and ADA hereby expressly waives and releases any lien or other security interest or right of distraint, however created or arising.

2. Term. The initial term of the Lease Agreement shall be forty years and begin on the 1st day of June 2021 and ends on the 30th day of May 2061.

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 includes any other lands adjoining such tract that are hereafter purchased or leased by the Authority and used together as part of the same project.

In addition to the initial term, the LESSEE shall be entitled to extend the term of the Lease Agreement for two (2) successive periods of twenty-five (25) years each, as herein set forth. LESSEE may extend this Lease Agreement by giving the ADA written notice as provided herein and not less than 90 days prior to the expiration of the initial term or the first extension term, as applicable. In the event LESSEE does not give notice of exercising its right to renew this Lease Agreement, all succeeding renewals shall terminate.

3. Rent. The base rental to be paid by LESSEE to the ADA for the Leased Premises is initially \$5,000.00 per year. The following shall apply:

- a. The base rent for the first two years will be waived during the construction and initial operation phase by an economic development incentive.
- b. The base rent for the remaining initial term of the lease will be \$5,000.00 annually. The base rent for the first 25-year extension term shall be in an amount mutually agreed upon by both parties. The base rent for the second 25-year extension term shall be in an amount mutually agreed upon by both parties .
- c. In addition to the base rent, LESSEE shall pay to the ADA 1% of gross revenues received by LESSEE from LESSEE's vertical asset subtenants as rent under subleases between LESSEE and its subtenants. Such payment shall be made to ADA on or before March 31 of each year for the rent received during the prior calendar year and on or before the date such payment is made, LESSEE shall provide ADA a copy of LESSEE's unaudited financial statements for the prior calendar year.
- d. A late fee of ten percent of the payment amount (10%) may be assessed for any rent not received within 15 days of the due date.
- e. Base rent will be paid annually on or before the annual anniversary of the date of the first payment of base rent made under b. above.
- f. If rent is delinquent by sixty (60) days or more, LESSEE will be in default and the ADA, in its sole discretion, may terminate this Lease Agreement immediately as provided for below.

4. Use of Leased Premises. The Leased Premises is leased for the purpose of construction, maintenance, and operation of a multimodal transportation hub to include rail, laydown yards, transfer facilities as well as warehouse/distribution or manufacturing facilities. LESSEE understands that the property and/or materials stored on the Leased Premises must be appropriate and that if the property and/or materials stored thereon are found to be hazardous or dangerous to others, in addition to other remedies, the ADA shall have the right to require removal of such property and/or materials. LESSEE shall not use the Leased Premises for any unlawful purpose or for any purpose that may constitute a nuisance.

5. Right of Ingress and Egress. LESSEE shall have the right of ingress to and egress from the Leased Premises, provided access is not otherwise reasonably restricted by the ADA. Additionally, LESSEE shall comply with any safety and security planning efforts adopted by the ADA or the CITY.

6. Memorandum of Lease and Certificates. LESSEE may, at its option and expense, record this Lease Agreement or a memorandum or short form thereof in the office of the Carter County Clerk. If LESSEE desires to do so, ADA agrees to take the necessary actions to execute such memorandum or short form. Further, the parties hereto agree to execute and deliver to each other, within ten (10) days after a request from the other party, a certificate stating (i) whether this Lease Agreement is in full force and effect; (ii) whether this Lease Agreement has been modified or amended in any respect and providing copies of any modifications or amendments, if any; (iii) whether there are existing defaults and specifying the nature of the such defaults, if any; and (iv) such other matters as may be reasonably requested by the other party.

7. Personal Property Taxes and Ad Valorem Taxes. LESSEE shall be liable for all personal property taxes assessed against LESSEE'S personal property or LESSEE'S improvements. In the event the Leased Premises is assessed and for any reason included on the Carter County assessor's tax roll, the amount of rent as specified in Paragraph 3 herein, will increase in the amount of the yearly ad valorem tax to be paid, and included in the annual rent amount.

8. Environmental Matters.

- a. *Definitions.* For the purposes of this Lease Agreement, "Hazardous Substances" shall mean pollutants, contaminants, toxic wastes or any other substances, the removal of which is required or the use of which is regulated, restricted, prohibited or penalized by any Environmental Law. "Environmental Law" means any federal, state, or local law or regulation relating to pollution or the protection of the environment. "Release" means the dispersal, release, storage, treatment, generation, disposal, or escape of any Hazardous Substances.
- b. *ADA Representations.* ADA has no knowledge of the existence of, or the release in, on, or under the Leased Premises and ADA has had no notice from any federal, state, county, or other authority as to the existence of or Release of any Hazardous Substances at the Leased Premises or the violation of any Environmental Law related to the Leased Premises.

9. Conditions and Maintenance:

- a. LESSEE shall keep the Leased Premises free of debris, tall grass, weeds, parts, inoperable vehicles and any other nuisances or hazards always.
- b. LESSEE shall be responsible for the cleanup of hazardous materials or other spills from LESSEE's vehicles or containers. LESSEE shall dispose of used oil and other hazardous materials in approved receptacles only.
- c. LESSEE shall be responsible for and agrees to remedy any damage to the Leased Premises arising out of LESSEE's use of the Leased Premises.

10. Utilities. The ADA agrees to pay for the extension of water, electricity, gas, communications/fiber and sewer lines to the property boundary of the Leased Premises. The size and throughput of such utilities shall be in compliance with any applicable code/laws and shall be within normal industry standards for the type of facilities described in Section 4 above. The LESSEE agrees to pay for the extension of water, electricity, gas, communications/fiber and sewer lines from the property boundary of the Leased Premises to any improvements on the Leased Premises. LESSEE agrees to be responsible for payment of all utilities, including but not expressly limited to, the aforementioned water, electricity, natural gas, communications/fiber and sewer consumed on the Leased Premises.

11. Airport Operations. The ADA reserves the right to further develop or improve the airpark regardless of the desires or views of the said LESSEE, and without interference or hindrance. The ADA reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of the ADA, would limit the usefulness of the airport or constitute a hazard to aircraft.

12. Improvements. LESSEE may make improvements to the Leased Premises at LESSEE's expense. If LESSEE makes improvements, the following shall apply:

- a. LESSEE must obtain necessary permits and/or permission before beginning any construction, including, but not limited to, any permits or permission required by the ADA, the City, the Federal Aviation Administration, and the Oklahoma Aeronautics Commission.
- b. Any improvements constructed on the Leased Premises must conform to the City's building codes.
- c. The LESSEE and the ADA agree that any improvements, rail, or other structures may not be removed, at LESSEE's sole option at the end of the lease term, unless they are damaged and unusable.
- d. LESSEE shall strictly comply with the requirements of 61 O.S. Section 1 Public Buildings and Public Works. LESSEE shall not be required to comply with the bidding requirements under the Competitive Bidding Act when receiving bids for the construction of improvements.

13. Indemnification and Hold Harmless:

- a. LESSEE agrees to indemnify, defend, and hold ADA harmless from and against any and all injury, loss, damage, liability claims, costs, or expenses, including reasonable attorney's fees and court costs, arising directly or indirectly out of the use, maintenance, or repair of the Leased Premises or LESSEE's breach of any provision of this Lease Agreement, except in those situations arising out of the ADA's negligence or intentional act. LESSEE hereby agrees to indemnify and save harmless the ADA from all liability, loss, costs, and obligations on account or arising out of any such injuries or losses however occurring, including reasonable costs and attorney fees. Further, LESSEE does hereby agree to indemnify, defend, and hold the ADA harmless from and against all claims, liabilities, losses, damages, actions, suits and all costs and expenses which may be made against LESSEE for any Release of any Hazardous Substances on, in, or under the Leased Premises by LESSEE as a result of LESSEE's actions on the Leased Premises, or the LESSEE's violation of any Environmental Law, at any time during LESSEE's occupancy of the Leased Premises.
- b. ADA agrees to release and hold harmless LESSEE from all claims, actions, demands, damages, liabilities, or expenses which may be made against ADA to the extent arising out of the negligence or intentional act of ADA, its agents or employees, or ADA's breach of this Lease Agreement. Further, ADA shall and does hereby release LESSEE, and ADA agrees to indemnify, defend, and hold LESSEE harmless, from all claims, liabilities, losses, damages, actions, suits, and costs and expenses therewith, arising from the existence of or any Release of Hazardous Substances on, in, or under the Leased Premises or for any violation of Environmental Law that occurred at any time prior to or not arising out of LESSEE's occupancy of the Leased Premises.
- c. ADA and LESSEE each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Leased Premises, the improvements thereon, ADA's or LESSEE's fixtures, personal property, leasehold improvements, or business, but only to the extent of insurance proceeds actually received by ADA or LESSEE, and except when the intentional act or the negligence of the other party caused such loss.
- d. It is expressly understood that there shall be no liability whatsoever of the ADA for any buildings erected by LESSEE and that such buildings and improvements shall be at the sole cost and responsibility of LESSEE. All maintenance, repairs and improvements of such buildings shall be at the sole cost and responsibility of LESSEE.

- e. LESSEE does hereby assume sole responsibility for any liability, of whatever nature, incurred to any third parties, that arises out of the LESSEE's use of the Leased Premises, except in those situations arising out of the ADA's negligence or intentional act.
- f. The provisions of this Paragraph 13 are intended to survive the expiration or termination of this Lease Agreement.

14. Inspections and Entry Upon Leased Premises Authorized. Authorized officers, agents, officials, and employees of the United States of America, and authorized officers, officials, agents and employees of the Federal Aviation Administration, the Oklahoma Aeronautics Commission, and agents of the ADA or the City appointed for such purposes by the City Commission, shall have the right and authority at all times to go upon said airport property and into buildings and structures thereon, for the purpose of viewing and inspecting the same, and for such other purposes as the ADA shall, in its sole discretion, deem fit and proper so long as said officers, officials, agents and employees do not unreasonably hinder or interfere with the operation by LESSEE of said Leased Premises.

15. Insurance Limits. LESSEE, at the sole expense of LESSEE, shall keep in force during the term of this Lease Agreement, insurance, issued by an insurance company authorized to do business in the State of Oklahoma and in form acceptable to the ADA, for the protection against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered by reason of damages to the property of, injury to, or death of any persons on account of any manner of things which may occur on the Leased Premises during the terms of this Lease Agreement, or any extensions thereof, in a policy or policies not less than:

- a. Fifty Thousand (**\$50,000.00**) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence.
- b. Two Hundred Fifty Thousand Dollars (**\$250,000.00**) to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence.
- c. Ten Million Dollars (**\$10,000,000.00**) for any number of claims arising out of a single occurrence or accident.

16. Additional Insurance Information. In addition, LESSEE shall furnish the ADA with a complete list of all such insurance policies and LESSEE shall pay all the premiums necessary to those purposes immediately as they become due. The following shall also apply:

- a. the LESSEE agrees to furnish the ADA certificates of such insurance; and name the ADA and the City as additional insureds under the required policies, and
- b. All such insurance certificates shall contain a provision that the respective insurers will not cancel such insurance coverage required under this Lease Agreement without first giving thirty (30) days prior written notice to ADA; and,

- c. LESSEE'S failure to effectuate any and all such insurance and renewal policies of insurance required and to pay the premiums and renewal premiums on all such policies of insurance as they become due and payable, and to deliver all such certificates of insurance and renewals thereof of duplicate originals to the ADA, shall constitute a default by LESSEE under the terms of this Lease Agreement, and ADA, in its sole discretion, may terminate this Lease Agreement immediately as provided herein.
- d. LESSEE shall be liable for insuring LESSEE'S property located upon the Leased Premises.

17. ADA's Right of First Refusal to Purchase Improvements. Should this Lease Agreement expire, be terminated, or assigned, the ADA, at its sole option, shall have the first right to purchase any improvements owned by said LESSEE at a price equal to the best bona fide offer made to said LESSEE in writing; and any contract which may be entered into between said LESSEE and bona fide purchaser shall provide that the sale of the improvements upon the Leased Premises shall be subject to ADA'S right of first refusal. In the event that said LESSEE receives a written offer or executes a contract as above set forth, the ADA shall have the option, to be exercised within twenty (20) days ("Review Period") after receipt of written notice of the terms of such offer, to enter into a contract with said LESSEE on the same terms and conditions as said offer to purchase. If LESSEE enters into a contract to sell the improvements, LESSEE shall submit a duplicate original of the executed contract embodying all the terms and conditions of said executed contract to ADA before the twenty (20) day Review Period shall begin. If the ADA shall fail to exercise its option by signing and returning within the twenty (20) day period, a copy of said contract to said LESSEE, said LESSEE shall have the right to conclude the proposed sale on the same terms, and no others, as in the offer or contract originally forwarded to the ADA.

18. Surrendering Possession. It is further mutually agreed that at the expiration, default or other termination of this Lease Agreement, LESSEE's rights to use the Lease Premises shall cease and LESSEE shall immediately cease operations, vacate the Leased Premises, and deliver peaceable possession of the premises to the ADA. If LESSEE occupies the Leased Premises beyond the expiration or other termination date, LESSEE shall be considered as holding over, and shall remain liable for payment of rent and for complying with all the terms of this Lease Agreement. Should LESSEE remain beyond the expiration, default or other termination of this Lease Agreement, ADA retains the right to take any lawful action to regain possession of the Leased Premises.

19. Casualty or Condemnation. If any or all the Leased Premises shall be damaged by fire, earthquake, flood, or other casualty, or acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or be sold to a condemning authority under threat of condemnation, then, at the option of LESSEE, the Term of this Lease Agreement shall cease and terminate as of the date of such fire, earthquake, flood, or other casualty, or as of the date of

title vesting pursuant to such condemnation or eminent domain proceeding (or sale), and all rental shall be paid up to that date.

20. [Intentionally omitted].

21. Default.

- a. *Generally.* Under this Lease Agreement, default generally occurs when either party fails to keep, observe, or perform any term or provision of this Lease Agreement to be kept, observed, or performed by it, and such conduct continues for a period of sixty (60) days after written notice thereof by the other party.
- b. *Specific Examples of Events of Default.* Default shall also occur should LESSEE make a general assignment; or
 - i. If LESSEE'S leasehold interest be sold under an execution or process of law; or
 - ii. If the Leased Premises shall be abandoned or deserted; or
 - iii. LESSEE shall fail to pay any payment required to be paid to ADA under this Lease Agreement, as and when the same shall become due, and such default is not cured within sixty (60) days after the due date; or,
 - iv. LESSEE materially defaults under the terms of the Development Agreement or any Master Development Plan adopted by the parties.
 - iv. If ADA fails to maintain its property abutting the Leased Premises and/or to ensure a safe, clear, and consistent path for aircraft and vehicle ingress and egress.
 - v. If LESSEE notifies ADA that LESSEE has made the determination that fulfilling the Master Development Plan and/or the Performance Benchmarks therein has become unattainable or uneconomical.
- c. *Events of Immediate Default.* The failure of LESSEE to pay rent within sixty (60) days of the due date, the failure to obtain insurance, failure to provide proof of insurance, failure to properly dispose of and/or store hazardous materials, or the failure to obtain ADA permission prior to assigning this Lease Agreement, shall constitute immediate default and the ADA shall not have to allow sixty (60) days, or any period of time, for LESSEE to cure such default.

22. Remedies on Default:

- a. *Notice of Default.* Upon default, other than the events described in “Events of Immediate Default” above, and in addition to any other remedies available to it on account of such event or default, either party may provide the other party with notice that it intends to terminate this Lease Agreement, in writing, which identifies the conduct, act, or condition constituting default, if the default is not cured within the following sixty (60) days, or another length of time that is specifically identified herein for a particular situation.
- b. *Termination.* If ADA or LESSEE fails to cure the conduct, act, or condition constituting default within sixty (60) days or another length of time that is specifically identified herein for a particular situation, the other party may immediately terminate this Lease Agreement.
- c. *Remedies Not Exclusive.* No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default.
- d. *No Waiver.* The failure of either party to insist upon the strict observance or performance of any of the provisions of this Lease Agreement or to exercise any right or remedy provided in this Lease Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Lease Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
- e. *Costs and Attorney's Fees.* If either party hereto brings an action because of any event of default, each party hereto agrees to pay its own costs and attorney's fees incurred in connection with such action.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE DEVELOPMENT AGREEMENT TO THE CONTRARY, upon LESSEE's failure to materially comply with the Master Development Plan or the Performance Benchmarks set forth therein, or upon any other occurrence that gives the ADA the right to terminate this Lease Agreement and/or the Development Agreement (other than a payment default), ADA shall only have the right to terminate this Lease Agreement and the Development Agreement as to undeveloped parcels contained within the Leased Premises and this Lease Agreement and the Development Agreement shall survive as to the developed parcels. “Developed Parcels are defined as those with Lessee investment in infrastructure and facilities that are currently in use or available for potential clients.”

Even in the absence of any default by LESSEE under this Lease Agreement or the Development Agreement, ADA shall have the absolute discretion to remove from the Leased Premises any undeveloped parcels contained within the Leased Premises on and after the seven (7) year anniversary of this Lease Agreement.

23. Force Majeure. For the purposes of this Lease Agreement, an event of Force Majeure is an act of God, fire, earthquake, hurricane, flood, terrorist act or threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, or any cause of occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure, or inability to perform under this Lease Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party with ten (10) days of the date on which such party gains actual knowledge of such Event of Force Majeure.

In the event of damage or destruction of the Leased Premises or a material portion of the Leased Premises by reason of fire, storm, or other casualty loss that renders the Leased Premises uninhabitable, the LESSEE shall use reasonable efforts to make necessary repairs. If, notwithstanding such efforts, such damage or destruction is expected to render the Leased Premises or a material portion thereof uninhabitable for a period estimated to be at least One Hundred Eighty (180) days or more, either party may terminate this Lease Agreement immediately.

24. Compliance with Laws. LESSEE shall conduct its activities under the terms of this Lease Agreement in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of its activities under the terms of this Lease Agreement. LESSEE shall also obey and observe all rules and regulations promulgated and enforced by CITY or any other entity having jurisdiction over the conduct of the operations of the Ardmore Municipal Airport, including, but not limited to, the Federal Aviation Administration.

25. Subordinate Lease. This Lease Agreement shall be subordinate to the provisions of any existing or future agreements with the federal or state government or any Public Trust or Authority with the City as a beneficiary, relative to the operation or maintenance of the Ardmore Municipal Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport property.

26. Sublease and Assignment. Except as specifically contemplated by the Master Development Plan, the Leased Premises may not be subleased or assigned by the LESSEE without the prior written consent of the ADA & CITY. Any sublease or assignment not specifically contemplated by the Master Development Plan that is executed without ADA & CITY's consent is void. Notwithstanding anything to the contrary contained herein, (i) LESSEE

is expressly permitted, without the consent of ADA or the City, to enter into any financing transactions with respect to the Leased Premises, including, without limitation, the execution and/or recordation or filing in the applicable public records of any leasehold mortgage, collateral assignment or any other lien, security interest or encumbrance on the Leased Premises evidencing or securing such financing by LESSEE (a "Leasehold Security Instrument"); and (ii) the purchaser of LESSEE's interest in the Leased Premises pursuant to any proceedings for the foreclosure of the Leasehold Security Interest (including, without limitation, power of sale) and any assignee or transferee of this Lease Agreement and the leasehold estate hereby created under any instrument of assignment or transfer in lieu of foreclosure shall be deemed to be a permitted purchaser, assignee or transferee under this Lease Agreement, and neither LESSEE nor such purchaser or transferee shall be required to obtain ADA's or City's approval or consent to such sale, assignment or transfer.

27. Binding Effect. This Lease Agreement binds the parties and any successors and assigns of the parties.

28. Severability. If any one or more of the sections, sentences, clauses, or parts of this Lease Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Lease Agreement.

29. Counterparts. This Lease Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this Lease Agreement shall not be binding upon the parties hereto until signed by all the parties. Delivery of an executed counterpart of a signature page of this Lease Agreement by telecopy, emailed pdf., tif. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Lease Agreement.

30. Third Party Beneficiaries. Nothing in this Lease Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights, or remedies under or by reason of this Lease Agreement, except as provided expressly herein.

31. No Agency. It is mutually understood and agreed that nothing contained in this Lease Agreement is intended, or shall be construed, as in anywise creating or establishing the relationship or co-partners or joint ventures between the parties hereto or as constituting LESSEE as the agent or representative of the ADA for any purpose.

32. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

ARDMORE DEVELOPMENT AUTHORITY:

Attn: President
Ardmore Development Authority
410 W. Main
Ardmore, OK. 73401

CITY:

Attn: City Manager
City of Ardmore
23 South Washington
Ardmore, OK 73401

LESSEE: WP GLOBAL LLC

Attn: L. Tucker Link
7815 E 97th Place
Suite 11208
Tulsa, OK. 74133

Attn: Rick D. Baden
315 W. 3rd Street
Pittsburg, KS 66762

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

33. Governmental Tort Claims Act. By entering into this Sublease Agreement, ADA, and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.*, do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Lease Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

34. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Lease Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Lease Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin. In the event of breach of any of the non-discrimination covenants, the

ADA shall have the right to terminate this Lease Agreement and to re-enter and re-possess said Leased Premises and hold the same as if said Lease Agreement had never issued. In the event ADA terminates this Lease subject to this provision, LESSEE shall immediately cease operations, but shall be authorized up to ninety (90) days to remove property and structures.

35. Interpretation of Law. This Lease Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

36. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Carter, 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 waives any objection to venue laid therein.

37. Lease Construction. Captions and other headings contained in this Lease Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

38. Bargaining. The ADA and the LESSEE have had the opportunity to seek independent legal counsel before entering into this Lease Agreement. The language of this Lease Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

39. Integration, Amendments, and Interpretation. This Lease Agreement, along with the Development Agreement and enacted Master Development Plan constitute the entire agreement between the parties and may not be amended, altered, modified, or changed in any way except in writing signed by all parties to this Lease Agreement and which specifically references this Lease Agreement. There are no other agreements, representations, or warranties, whether oral or written, regarding the subject matter of this Lease Agreement. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Lease Agreement. Any amendment to this Lease Agreement shall be attached to this Lease Agreement and all the terms in this Lease not addressed in the amendment shall remain in full force and effect.

40. Time of the Essence. Time is of the essence of this Lease Agreement, and of every covenant, term condition and provision hereof.

[signature page follows]

EXHIBIT A LEASE LOCATION

TRACT B-1

A TRACT OF LAND BEING PART OF SECTION 7 T3S, R3E I.M. CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE SW/4 OF SECTION 7; THENCE N 89°01'34" E TO A POINT ON THE EAST RW LINE OF REDWING ROAD A DISTANCE 50.00' SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N 89° 01'34" E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 2554.63' TO THE NE CORNER THEREOF; THENCE S 00°37'45" E ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 131.01'; THENCE S 89°22'15" WA DISTANCE OF 170.51'; THENCE IN A SOUTHWESTERLY DIRECTION AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 155.95', A CHORD BEARING OF S 44° 41'37" W, AND A CHORD LENGTH OF 140.62'; THENCE S 00°00'58" WA DISTANCE OF 548.51'; THENCE IN A SOUTHWESTERLY DIRECTION AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 537.50', AN ARC LENGTH OF 99.15', A CHORD BEARING OF S 05°16'07" E, AND A CHORD LENGTH OF 99.01'; THENCE S 10° 33'12" EA DISTANCE OF 695.22'; THENCE IN A SOUTHEASTERLY DIRECTION AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 787.50', AN ARC LENGTH OF 54.31', A CHORD BEARING OF S 12° 31'44" E, AND A CHORD LENGTH OF 54.30'; THENCE S 89°39'31" WA DISTANCE OF 858.98'; THENCE N 00°20'08" W A DISTANCE OF 1141.46'; THENCE S 89°38'21" W TO A POINT ON THE EAST R/W OF REDWING ROAD A DISTANCE OF 1566.11'; THENCE N 00°20'08" W ALONG SAID EAST R/W A DISTANCE OF 446.54' SAID POINT BEING THE TRUE POINT OF BEGINNING, CONTAINING 44.96 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P.L.S. #1165 ON OCTOBER 17, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

TRACT B-2

A TRACT OF LAND BEING PART OF SECTION 7, T3S, R3E, I.M., CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE SW/4 OF SECTION 7; THENCE N 89°01'34" E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 2604.63' TO THE NE CORNER OF THE SW/4; THENCE S 00°37'45" EA DISTANCE OF 206.01' SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 00°37'45" EA DISTANCE OF 795.29'; THENCE N 89°49'13" EA DISTANCE OF 338.26'; THENCE N 00°10'47" WA DISTANCE OF 425.00'; THENCE N 89°49'13" EA DISTANCE OF 170.00'; THENCE N 00°10'47" WA DISTANCE OF 800.00'; THENCE N 89°49'13" EA DISTANCE OF 37.29'; THENCE S 45°08'50" EA DISTANCE OF 780.68'; THENCE S 00°10'47" EA DISTANCE OF 144.40'; THENCE S 89°59'20" EA DISTANCE OF 124.00'; THENCE S 00°10'47" EA DISTANCE OF 755.00'; THENCE N 89°59'20" W A DISTANCE OF 178.00'; THENCE S 00°10'47" EA DISTANCE OF 146.00'; THENCE S 89°59'20" EA DISTANCE OF 128.00'; THENCE S 00°10'47" EA DISTANCE OF 220.00'; THENCE N 89°59'20" WA DISTANCE OF 98.00'; THENCE S 00°10'47" EA DISTANCE OF 106.00'; THENCE S 89°49'40" WA DISTANCE OF 778.76'; THENCE S 00°00'40" WA DISTANCE OF 348.51'; THENCE S 89°49'13" W 37.41'; THENCE S 00°00'40" WA DISTANCE OF 71.99'; THENCE N 90°00'00" WA DISTANCE OF 29.01'; THENCE IN A NORTHWESTERLY DIRECTION AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 787.50', AN ARC LENGTH OF 276.22', A CHORD BEARING OF N 30°33'06" W, AND A CHORD LENGTH OF 274.80'; THENCE IN A NORTHWESTERLY DIRECTION AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 712.50', AN ARC LENGTH OF 373.64', A CHORD BEARING OF N 25°34'36" W, AND A CHORD LENGTH OF 369.37'; THENCE N 10°33'12" WA DISTANCE OF 695.22'; THENCE IN A NORTHWESTERLY DIRECTION AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 462.50', AN

ARC LENGTH OF 85.32', A CHORD BEARING OF N 05°16'07" W, AND A CHORD LENGTH OF 85.20'; THENCE N 00°00'58" EA DISTANCE OF 548.51'; THENCE IN A NORTHEASTERLY DIRECTION AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 38.99', A CHORD BEARING OF N 44°41'37" E, AND A CHORD LENGTH OF 35.15'; THENCE N 89°22'15" EA DISTANCE OF 170.51' TO THE TRUE POINT OF BEGINNING, CONTAINING 41.64 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P.L.S. #1165 ON OCTOBER 17, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

TRACT C

A TRACT OF LAND BEING PART OF SECTION 18 T3S, R3E I.M. CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 18 THENCE N 89° 02'47" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 956.05'; THENCE S 00°21'3 9" EA DISTANCE OF 320.04' TO THE TRUE POINT BEGINNING THENCE N 89°38'21 11 E TO A DISTANCE OF 676.97'; THENCE S 00° 05'55 11 EA DISTANCE OF 896.13 ' THENCE S 89° 49'13" WA DISTANCE OF 672.87'; THENCE N 00°21'3 9" WA DISTANCE OF 894.00' TO THE TRUE POINT BEGINNING, CONTAINING 13.87 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P.L.S. #1165 ON OCTOBER 10, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

TRACT D

A TRACT OF LAND BEING PART OF SECTION 18 T3S, R3E I.M. CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 18 THENCE N 89°02'47" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 1709.56'; THENCE S 00° 05'55 11 EA DISTANCE OF 25.3 0' TO THE TRUE POINT BEGINNING THENCE S 89° 54'48" EA DISTANCE OF 365.3 8'; THENCE S 00° 01'00" WA DISTANCE OF 45.00'; THENCE S 89° 54'48 11 EA DISTANCE OF 13 0.00'; THENCE N 00° 01'00" EA DISTANCE OF 32.32'; THENCE S 89° 54'48 11 EA DISTANCE OF 119.15'; THENCE S 00° 05'55 11 EA DISTANCE OF 361.3 7'; THENCE S 89°49'13 " WA DISTANCE OF 614.50'; THENCE N 00°05'55" WA DISTANCE OF 376.91' TO THE TRUE POINT OF BEGINNING, CONTAINING 5.12 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P.L.S. #1165 ON OCTOBER 10, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

TRACT E

A TRACT OF LAND BEING PART OF SECTION 18 T3 S, R3E I.M. CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 18 THENCE N 89°02'47" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 1709.56'; THENCE S 00°05'55" EA DISTANCE OF 467.21' TO THE TRUE POINT BEGINNING; THENCE N 89°49'13 11 EA DISTANCE OF 614.50'; THENCE S 00°05'55 11 EA DISTANCE OF 367.00'; THENCE S 89°49'13 11 WA DISTANCE OF 614.50'; THENCE N 00°05'55 11 WA DISTANCE OF 367.00' TO THE TRUE POINT OF BEGINNING, CONTAINING 5.17 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P.L.S. #1165 ON OCTOBER 10, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

TRACT F

A TRACT OF LAND BEING PART OF SECTION 18 T3 S, R3E I. M. CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 18 THENCE N 89°02'47" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 1709.56'; THENCE S 00°05'55" EA DISTANCE OF 899.21' TO THE TRUE POINT BEGINNING; THENCE N 89°49'13" EA DISTANCE OF 614.50'; THENCE S 00°05'55" EA DISTANCE OF 325.00'; THENCE S 89°49'13" WA DISTANCE OF 614.50'; THENCE N 00°05'55" WA DISTANCE OF 325.00' TO THE TRUE POINT OF BEGINNING, CONTAINING 4.58 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P. L.S. #1165 ON OCTOBER 10, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

TRACT G

A TRACT OF LAND BEING PART OF SECTION 18 T3 S, R3E I.M. CARTER COUNTY, OKLAHOMA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 18 THENCE N 89°02'47" E ALONG THE NORTH LINE THEREOF A DISTANCE OF 1709.56'; THENCE S 00°05'55" EA DISTANCE OF 899.21'; THENCE N 89°49'13" EA DISTANCE OF 689.59' TO THE TRUE POINT BEGINNING; THENCE N 89°49'13" EA DISTANCE OF 410.00'; THENCE S 00°05'55" EA DISTANCE OF 325.00'; THENCE S 89°49'13" WA DISTANCE OF 410.00'; THENCE N 00°05'55" WA DISTANCE OF 325.00' TO THE TRUE POINT OF BEGINNING, CONTAINING 3.06 ACRES MORE OR LESS, SAID LEGAL WAS WRITTEN BY J. STEVEN FOX R.P.L. S. #1165 ON OCTOBER 10, 2012 USING OK STATE PLANE SOUTH AS A BASIS OF BEARING.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed on the day and year written below.

Date: 5-18-21

Ardmore Development Authority,
an Oklahoma Public Trust



ATTEST:

[Signature]
Secretary

By: [Signature]
Nancy Sjulín, Chair

Date: _____

WP GLOBAL, LLC

By: [Signature]

Name: L. TUCKER LINK

Title: MANAGER

CONSENTED TO BY:

Date: _____

The City of Ardmore, Oklahoma,
An Oklahoma Municipal Corporation

By: _____
Mayor

ATTEST:

Lori Linney, City Clerk