

REDEVELOPMENT AGREEMENT

BY AND AMONG

THE CITY OF LAWTON,

THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY,

**THE LAWTON/FT SILL ECONOMIC DEVELOPMENT
CORPORATION,**

AND

TDG-BG LAWTON, LLC

May 11, 2021

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 11th day of May, 2021 (“Effective Date”), by and among the City of Lawton, a municipal corporation (the “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 TDG-BG Lawton, LLC, a Texas limited liability company (“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 (“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, 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. The Redeveloper desires to develop certain real property located in Lawton, Oklahoma as more particularly described on **Exhibit A** attached hereto (“Property”) which is within the boundaries of the increment district initially designated as Increment District “L” in the Project Plan, which development will be leased to a third party by Redeveloper who shall operate the development (the “Operator”).

AGREEMENT

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. The development is comprised of the Redeveloper’s acquisition of approximately eight (8) acres of real property, construction of an approximately 70,000 square foot build-to-suit warehouse and distribution center, and construction of those public improvements more particularly described and in the plans described in the schedule attached hereto as **Exhibit B** (collectively, the “Public Improvements”) as necessary for the proposed development (collectively, the “Redevelopment”), which will be leased to the

Operator. Redeveloper expects to invest not less than \$8.5 million in the Redevelopment (inclusive of the Public Improvements).

1.2. Public Assistance. The City will provide assistance in development financing to Redeveloper in an amount equal to the actual costs of the Public Improvements that serve the Redevelopment, not to exceed \$750,000, in accordance with the terms of this Agreement.

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 hereunder until all of the following conditions have been satisfied:

(a) Redeveloper has submitted, and the City has approved, the Design Development Documents and Construction Documents for the Redevelopment and associated Public Improvements.

(b) Redeveloper has obtained all permits and approvals necessary to construct and operate the Redeveloper in a commercially reasonable manner.

(c) The City has been provided with a copy of the Option Agreement dated February 22, 2021, between LEDC and Choyce Peterson, Inc. ("Original Optionee"), which is being assigned by Original Optionee to Redeveloper, with respect to the Redeveloper's purchase of the Property from LEDC.

(d) All parties have executed this Agreement.

(e) The City Council has approved a resolution for the activation of the Increment District (which approval will be obtained by the City concurrent with the City's approval of this Agreement); provided, however, payment to the Redeveloper of the Total Assistance (hereafter defined) is not contingent upon the activation of the Increment District.

3. LEDC OBLIGATIONS.

3.1. Sale of Property. LEDC currently owns the Property upon which the Redevelopment is to be constructed by Redeveloper and which will thereafter be managed and operated by the Operator. LEDC and Original Optionee have executed an Option Agreement dated February 22, 2021, which will be assigned by Original Optionee to Redeveloper, pursuant to which LEDC agreed to sell the Property to Redeveloper. Provided Redeveloper's obligations under this Agreement and the Option Agreement have been satisfied, LEDC will sell and convey fee simple title to the Property to the Redeveloper in accordance with the terms and conditions of the Option Agreement.

3.2. Delivery of Sales Proceeds to City. Within thirty (30) days of the closing on the sale of the Property to the Redeveloper, LEDC shall deliver or transfer to the City all proceeds

from the sale of the Property for the City's use in providing Redeveloper with the Total Assistance pursuant to Section 4.3 of this Agreement.

4. CITY OBLIGATIONS.

4.1. Activation of Increment District No. 4, City of Lawton. Pursuant to the Project Plan and the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, the City will approve a resolution activating Increment District No. 4, City of Lawton ("Increment District No. 4"), currently designated Increment District No. "L" in the Project Plan.

4.2. Public Improvements. The Public Improvements to be constructed and dedicated to the City include the extension of SW Rex Madeira (a/k/a Gilbert Gibson), with culverts to convey major drainage, flumes and bar ditches; installation of 12" water line along the roadway; removal of existing sanitary sewer line, and installation of new 12" sanitary sewer line and as further shown and described on **Exhibit B** attached hereto. The Redeveloper will prepare and submit to the City the plans for the Public Improvements which shall be subject to review, approval and acceptance by the City Council. The Redeveloper shall be obligated to modify the plans for the Public Improvements as the City reasonably deems necessary and appropriate to comply with City standards and ordinances; provided, if any modifications to the plans result in an increased cost of the Public Improvements above the Total Assistance (as defined below), the amount of the Total Assistance may be adjusted by the written agreement of the City and the Redeveloper; provided further, no modifications to the plans for the Public Improvements to expand the scope of the Public Improvements (as opposed to modifications required to comply with City standards and ordinances) may be required without the prior consent of the Redeveloper. The City will inspect the Public Improvements during construction for conformance with the City's standards. Following construction, as-built plans and the necessary maintenance bonds will be submitted to the City for acceptance by the City Council. Except as provided by said maintenance bonds, the City will maintain and operate all Public Improvements.

4.3. Assistance in Development Financing. Provided Redeveloper's and LEDC's obligations under this Agreement have been satisfied, and upon completion of construction of the Public Improvements, the City's receipt from Redeveloper of the invoices reflecting the cost of the Public Improvements (in such form and detail as may be required by the City), inspection by the City, and acceptance by the City Council, the City, using its funds together with the funds provided by LEDC pursuant to Section 3.2, will reimburse Redeveloper for the actual cost of construction of the Public Improvements, provided that such reimbursement shall not, in any event, exceed \$750,000.00 ("Total Assistance"). The Total Assistance will be payable to Redeveloper within sixty (60) days from the date of City Council's acceptance of the Public Improvements in accordance with the requirements set forth in this Section 4.3 of this Agreement. If the Total Assistance has not been paid 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 Total Assistance (and accrued interest) is paid to Redeveloper.

5. LEDA OBLIGATIONS.

5.1 LEDA will reimburse the City and LEDC in the respective amounts that each contributed toward the Total Assistance provided to the Redeveloper in support of the

Redevelopment in accordance with Section 4.3 of this Agreement, which will be payable solely from the available real property and business personal property increment generated by and collected from Increment District No. 4, as Public Improvement Costs and Project Support Costs pursuant to Sections X.A. and X.B. of the Project Plan, in annual payments, commencing in year one of Increment District No. 4 and continuing thereafter through year 25 of Increment District No. 4, or when the City and LEDC have each been fully reimbursed, whichever is sooner.

6. REDEVELOPER OBLIGATIONS.

6.1. Property. Redeveloper hereby agrees to acquire fee simple title to the Property from LEDC in accordance with the terms and conditions of the Option Agreement.

6.2. Redevelopment. In accordance with the provisions of this Agreement, Redeveloper shall cause the Redevelopment to be constructed on the Property. In connection with the Redevelopment, the Redeveloper shall construct the Public Improvements and dedicate them to the City, subject to the City's review and approval. Redeveloper shall invest no less than Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) for the development and construction of the Redevelopment, inclusive of the cost of the Public Improvements.

6.3. Design Documents. Redeveloper shall submit to the City and LEDA for review and approval Design Development Documents 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 building ordinance ("Design Development Documents"), and the Construction Documents submitted in conformance therewith.

6.4. Commencement and Completion Dates. Redeveloper shall commence construction of the Redevelopment on or before December 31, 2021 and shall use commercially reasonable efforts to ensure that the Project is operational on or before December 31, 2022.

6.5. 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 as contemplated by this Agreement. By execution of this Agreement, the City, LEDA and LEDC consent to and approve of the collateral assignment of this Agreement to Redeveloper's lender who is providing the financing of the Project, which is secured by a first lien on the Property.

6.6. Antidiscrimination During Construction. The Redeveloper, for itself, its successors and assigns, and any contractor with whom Redeveloper has contracted for the performance of work on the Property, 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.

6.7. Other Requirements Applicable to Construction. Redeveloper, its successors and assigns, shall use commercially reasonable efforts to require its contractors, subcontractors, and vendors engaged in connection with the construction and development of the Redevelopment to

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. This provision applies to all purchases, including, without limitation, materials, supplies, equipment and personal property purchased via telephone or internet. In addition, Redeveloper shall use commercially reasonable efforts to provide reports and invoices to the City and LEDA and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items, construction materials, and personal property. Notwithstanding the preceding, in the event the sales and/or use taxes applicable for delivery of the purchased materials, equipment, or personal property to the construction site or another street address in Lawton, Oklahoma are greater than the sales and/or use taxes for delivery of the materials, equipment or personal property to another location, then such purchases may be excluded from this obligation; provided Redeveloper submits a report to the City and LEDA describing the difference in the sales and/or use taxes, in form and substance as the City and LEDA may require.

6.7.1 Agreements with Contractors, Subcontractors and Vendors. In order to ensure the generation and tracking of tax increments, it is essential that Redeveloper and all contractors, subcontractors, and vendors pay the appropriate sales and/or use taxes on building items, construction materials, and personal property in connection with the construction and development of the Redevelopment. Redeveloper agrees to use commercially reasonable efforts to include the following provision in all contracts with its contractors, subcontractors, and vendors:

Contractors, Subcontractors, and Vendors shall cause all construction purchases in excess of \$10,000 to be delivered to the construction site, or another street address in Lawton, Oklahoma for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to the purchase. Subcontractors shall provide reports and invoices to Contractor and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items and construction materials. If purchases for delivery to a Lawton, Oklahoma location is not feasible, Redeveloper shall be advised promptly to seek approval for an exception.

Redeveloper agrees to use commercially reasonable efforts to obtain from all contractors, subcontractors, and vendors complete and certified monthly itemized registers in the form provided by LEDA or the City, with original receipts evidencing such purchases in excess of \$10,000, within thirty (30) days of the end of each month during construction and development of the Project. The Redeveloper will provide the City with a list of all contractors, and subcontractors and vendors rendering work and services to the Redevelopment with contracts of \$50,000.00 or more it intends to use on the Redevelopment.

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

6.9 Indemnification. The Redeveloper shall defend, indemnify, assume all responsibility for, and hold LEDA, LEDC and the City and their respective elected and appointed

officers and employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of LEDA, LEDC or the City, their officers, 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 and LEDA from liability.

6.10 Liability Insurance.

6.10.1 In addition to the indemnification of LEDA, LEDC and the City required in Section 6.9 hereof, the 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 (D) of this Section, a commercial general liability policy in the amount of at least \$1,000,000.00 for any person, \$2,000,000.00 for any occurrence, and \$1,000,000.00 property damage.

6.10.2 The 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 at the time of execution of this Agreement.

6.10.3 The 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.

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

6.11 Taxes Assessments, Encumbrances and Liens. Redeveloper 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.

6.12 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.

7. [RESERVED]

8. REPRESENTATIONS AND WARRANTIES

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

A. The Redeveloper is a limited liability company duly organized and existing under the laws of the State of Texas. Prior to acquisition of the Property, Redeveloper will be authorized to conduct business in the State of Oklahoma, and 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 under this Agreement.

B. Before the Redeveloper commences construction of the Redevelopment, the Redeveloper shall have executed a lease with the Operator with a minimum ten-year term.

C. The Redeveloper shall perform its obligations hereunder with diligence and complete the Redevelopment as set forth herein.

D. 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.

E. 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.

F. To the actual 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.

G. 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.

H. Neither this Agreement nor any statement or document referred to herein or delivered by the Redeveloper pursuant to this Agreement contains any statement which Redeveloper knows to be untrue or omits to state a material fact actually known to Redeveloper that is necessary to make the statements made herein or therein not misleading in any material respect.

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 the Redeveloper 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 to the City, LEDC or LEDA in connection with this Agreement, including, without limitation, the material falsity or breach by Redeveloper of any of representation, warranty or covenant, Redeveloper's failure to submit the Design Development Documents and Construction Documents to the City, or the Redeveloper's failure to obtain evidence of financing capacity satisfactory to the City, LEDC and LEDA;

B. A material variance from the approved Construction Documents without prior written consent of the City;

C. Any representation, statement, certificate, schedule or report made or furnished to the City, LEDC or LEDA with respect to the matters and transactions covered by this Agreement which proves to be intentionally false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Redeveloper fails to take or cause to be taken corrective measures satisfactory to the City, LEDC and LEDA within 30 days after written notice; or

D. 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 City will provide the Redeveloper 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 Redeveloper promptly begins undertaking actions to cure its default or breach and thereafter pursues such cure with reasonable diligence, then Redeveloper's time period to cure such default shall continue until such Event of Default is cured or Redeveloper is no longer pursuing such cure with reasonable diligence. The City will provide written notice to Redeveloper identifying all specific action(s) or omission(s) of Redeveloper 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, the City may exercise any and all available remedies, including, without limitation termination of this Agreement and all assistance in development financing and make demand for immediate payment in full of any funds previously provided or expended by the City in its efforts to support the Redevelopment.

9.3 Rights and Remedies Cumulative. 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 preclude the 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 be considered 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.

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 check in 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. 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; provided however, as indicated in Section 6.5 of this Agreement, an assignment to Redeveloper's lender does not require approval of LEDA, LEDC or the City.

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:

TDG-BG Lawton, LLC
6116 N. Central Expressway, Suite 617
Dallas, Texas 75206
Attention: Richard Turcotte

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 and pandemics, 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.

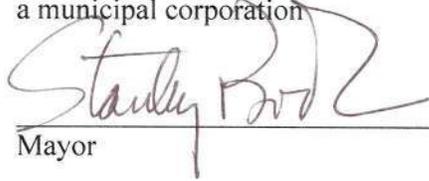
10.17 Construction of this Agreement. Each of the parties acknowledges that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation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



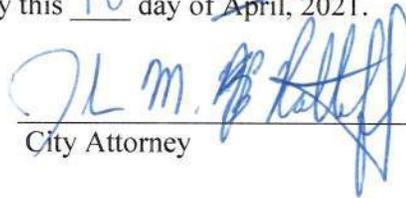
Mayor

Attest:



City Clerk

APPROVED as to form and legality this 18 day of ^{June} April, 2021.



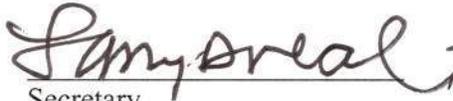
City Attorney

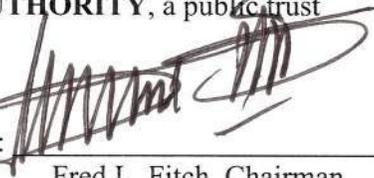
This Redevelopment Agreement is hereby approved by LEDA as of the Effective Date.

LEDA:

**LAWTON ECONOMIC DEVELOPMENT
AUTHORITY, a public trust**

Attest:


Secretary

By: 

Fred L. Fitch, Chairman

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

LEDC:

**LAWTON/FORT SILL ECONOMIC
DEVELOPMENT CORPORATION,**
a not-for-profit corporation

Attest:


Secretary

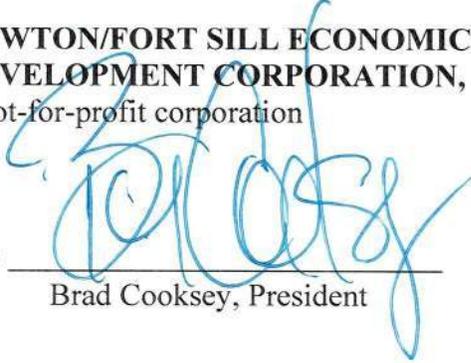
By: 
Brad Cooksey, President

EXHIBIT A

Legal Description of the Property

***Plat Boundary Description Lawton Airport Industrial Park, Part 2,
Lawton, Oklahoma***

Lot 2, Block 1, Lawton Airport Industrial Park, Part 1, Lawton, Oklahoma;

and

A Tract of land that is part of the Southeast Quarter (SE/4) of Section Thirteen (13), Township One (1) North, Range Twelve (12) West of the I.M., Comanche County, State of Oklahoma, said tract of land being described as follows:

Commencing at the Northeast Corner of the Southeast Quarter;

THENCE N89°31'44"W on the north line of said Southeast Quarter a distance of 81.80 feet;

THENCE S00°09'45"W a distance of 285.39 feet;

THENCE S06°08'13"W a distance of 493.89 feet to a point of curve;

THENCE Southwesterly on a curve to the right having a Radius of 1467.89 feet and an arc distance of 473.27 feet, a chord bearing of S15°22'24"W and a chord length of 471.22 feet;

THENCE N89°31'44"W a distance of 66.03 feet;

THENCE N89°31'44"W a distance of 544.80 feet on the north boundary of Lawton Airport Industrial Park, Part 1, to the Point of Beginning;

THENCE N89°31'44"W a distance of 230.43 feet on the north boundary of Lawton Airport Industrial Park, Part 1;

THENCE S00°10'45"W a distance of 604.28 feet on the west boundary of Lot 2, Block 1 of Lawton Airport Industrial Park, Part 1;

THENCE S89°27'45"E a distance of 142.29 feet on the south boundary of Lot 2, Block 1 of Lawton Airport Industrial Park, Part 1;

THENCE S00°10'45"W a distance of 16.25 feet;

THENCE N89°27'45"W a distance of 560.01 feet;

THENCE N00°10'45"E a distance of 680.06 feet;

THENCE S89°31'44"E a distance of 648.15 feet;

THENCE S00°10'45"W a distance of 60.00 feet to the Point of Beginning containing 6.89 acres more or less.

EXHIBIT B

SCHEDULE OF PLANS FOR THE PUBLIC IMPROVEMENTS

Sheet	Name	Date
CIVIL		
C1	TITLE SHEET	04/14/2021
C2	PLAT	03/26/2021
C3	SITE AND GRADING PLAN	03/26/2021
C4	DEMOLITION PLAN	03/26/2021
C5	PLAN & PROFILE - PROPOSED STREET	04/14/2021
C6	PLAN & PROFILE - 12" SSL	03/26/2021
C7	STANDARD DETAILS - WATER SYSTEMS - 1	DEC 2014
C8	STANDARD DETAILS - WATER SYSTEMS - 2	06/12/2015
C9	STANDARD DETAILS - SANITARY SEWER - 1	JULY 2014
C10	STANDARD DETAILS - SANITARY SEWER - 2	MARCH 2012
C11	STANDARD DETAILS - EROSION CONTROLS - 1	06/17/2013
C12	STANDARD DETAILS - EROSION CONTROLS - 2	DEC 2013
C13	STANDARD DETAILS - SECONDARY CHANNELS	FEBRUARY 2012
C14	STANDARD DETAILS - SUBDIVISION STREETS - 1	MARCH 2012
C15	STANDARD DETAILS - SUBDIVISION STREETS - 2	MARCH 2012
C16	ODOT DETAIL - HEADWALL MPA-1A-13	12/17/1988