

**AGENDA**  
**SPECIAL MEETING OF**  
**WESTERN GATEWAY ELEMENTARY SCHOOL, INC.**  
**TELECONFERENCE**  
**MONDAY, AUGUST 17, 2020**  
**2:30 P.M.**



Deputy

This meeting of the Board of Western Gateway Elementary School, Inc., will be held by teleconference, as authorized by SB 661 and the state of emergency declared by Gov. Kevin Stitt on March 15, 2020. If a member of the public wishes to participate, the meeting can be accessed online at:

<https://us02web.zoom.us/j/84775419945?pwd=Z2hqZnNCdnBPUWVlVVBqTnJOeTNNdz09>

or by telephone at: 301-715-8592

Meeting ID: 847 7541 9945

**Password: 464889**

All of the Directors will be appearing via teleconference.

If a member of the public wishes to speak under the agenda item "Citizens to be Heard," please email [ashley@wheelerdistrict.com](mailto:ashley@wheelerdistrict.com) prior to the meeting time with your name, address, phone number, and the topic on which you would like to speak.

The meeting will be recorded.

1. Call to Order – Blair Humphreys
2. Roll Call
3. Review and acknowledgement of the Wheeler Community Foundation, Inc. Pledge of Support
4. Consideration and Authorization of the Draft Proposed Lease with Wheeler Community Foundation, Inc. for the School Facilities
5. Authorizing the Chair to Execute a Lease with the Wheeler Community Foundation, Inc. for the School Facilities
6. Reports
7. Citizens to be Heard
8. Adjournment

POSTED at the Principal Office of WGES, 17 NW 6<sup>th</sup> Street, Oklahoma City, OK 73102, by 9:00 a.m. on Thursday, August 13, 2020, by Ashley Terry.



# WHEELER

COMMUNITY FOUNDATION

To Whom It May Concern:

The Wheeler Community Foundation is excited to support the Western Gateway Elementary School. From the beginning, the vision for Wheeler has been about creating a whole neighborhood. This vision has always anticipated the need for a neighborhood school that will allow children from within Wheeler and the surrounding neighborhoods to enjoy a first-class public education, gain cross-cultural and bilingual experience, and enjoy the benefits of a civic institution that connects the broader community.

Wheeler Community Foundation, Inc. has issued this letter to document its pledge to provide support to Western Gateway Elementary School, Inc. specific to the financial obligations under the Lease Agreement among Western Gateway Elementary School, Inc. and Wheeler Community Foundation, Inc. executed on August \_\_, 2020. As detailed in Section 3 of said Lease:

Three-hundred and twenty thousand dollars (\$320,000.00) per year paid monthly from the Commencement Date thru June 30, 2022 (the “Initial Period”)

Four-hundred and twenty thousand dollars (\$420,000.00) per year paid monthly from the end of the Initial Period thru June 30, 2023 (the “Second Period”)

Five-hundred and twenty thousand dollars (\$520,000.00) per year paid monthly from the end of the Second Period thru June 30, 2024 (the “Third Period”)

Six-hundred and twenty thousand dollars (\$620,000.00) per year paid monthly from the end of the Third Period and until the end of the Lease Term.

Such support is, of course limited to, the funds that are available to the Wheeler Community Foundation. The Foundation is designed to be funded in perpetuity through a transfer fee on all property re-sold within Wheeler District. The Declaration of Covenants, Conditions and Restrictions for Wheeler District states:

*“To assist in the funding of the Community Foundation’s programs, a Community Foundation Contribution of one percent (1.0%) of the purchase price of each Parcel shall be paid to the Community Foundation by the seller upon every sale or resale of a Parcel...”*

We are dedicated to supporting enhanced opportunity for public education in south Oklahoma City. Serving a diverse range of backgrounds, the dual-immersion program will provide a unique education for students in the Western Gateway community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ashley Terry', written in a cursive style.

Ashley Terry

Secretary, Wheeler Community Foundation, Inc.

## PROPERTY LEASE AGREEMENT

This **PROPERTY LEASE AGREEMENT** (the “Agreement”) is made and entered into effective August \_\_, 2020 (the “Effective Date”) by and between **Wheeler Community Foundation, Inc.**, an Oklahoma not-for-profit corporation (the “Foundation”), and **Western Gateway Elementary School, Inc.**, an Oklahoma not-for-profit corporation (the “School”) (the Foundation and the School are sometimes collectively referred to herein as the “Parties”).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements described herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **LEASED PREMISES.** The Foundation agrees to lease to the School and the School agrees to lease from the Foundation the property described below (herein the “Leased Premises”):

That certain building to be constructed by the Foundation consisting of approximately eighteen (18) classrooms and adjacent access corridors (the “Classrooms”); administrative offices and staff facilities (the “Admin Facilities”); a cafeteria, kitchen facilities, recreation room, courtyard, steam room, playground and other outdoor amenities (the “Common Areas”), along with a parking lot and located on property more specifically described on the “Land Legal Description” attached hereto as **Exhibit “A”**.

2. **USE.** The School shall use the Leased Premises exclusively for a public charter school in accordance with the terms of the “Charter School Application Second Amended” submitted by the School and approved by the Oklahoma City Public School District on August 12, 2019. The School shall be responsible for all operations and governance related to public charter schools in Oklahoma. Such governance shall at all times comply with all Oklahoma and Federal statutes, regulations and rules applicable to public charter schools. This Lease Agreement shall create no obligation whatsoever of the Foundation with regard to the operations or any other matter pertaining to the School.
3. **LEASE TERM.** The term of this Agreement is for a term of twenty (20) years and shall commence upon receipt of a Certificate of Occupancy for the Leased Premises (the “Commencement Date”), unless sooner terminated in accordance with this Agreement (the “Lease Term”). Additional lease extensions may be created by the Parties by written agreement.
4. **RENT.** The School agrees to pay rent in the amounts provided below:

- a. Three-hundred and twenty thousand dollars (\$320,000.00) per year paid monthly from the Commencement Date thru June 30, 2022 (the “Initial Period”) along with the Operating Expenses and other financial obligations provided for herein;
- b. Four-hundred and twenty thousand dollars (\$420,000.00) per year paid monthly from the end of the Initial Period thru June 30, 2023 (the “Second Period”) along with the Operating Expenses and other financial obligations provided for herein;
- c. Five-hundred and twenty thousand dollars (\$520,000.00) per year paid monthly from the end of the Second Period thru June 30, 2024 (the “Third Period”) along with the Operating Expenses and other financial obligations provided for herein; and
- d. Six-hundred and twenty thousand dollars (\$620,000.00) per year paid monthly from the end of the Third Period and until the end of the Lease Term along with the Operating Expenses and other financial obligations provided for herein.

## 5. EXCLUSIVE USE AND SHARED USE.

The School acknowledges and understands that the Foundation developed and owns the Leased Premises for the purpose of fulfilling a mission of the Foundation. Thus, the School accepts and leases the Leased Premises as a non-exclusive right (subject to the specific terms contained in “a” of this paragraph) and with the understanding that it shares the Leased Premises with other community entities that are also important to the fulfillment of the mission of the Foundation.

- a. **Exclusive Use.** The School shall maintain exclusive use to the Classrooms and the Admin Facilities at all times. Further, the School shall have the exclusive right to use the Leased Premises during the following times:
  - i. during Classroom Hours on days when class is in session with students in attendance. “Classroom Hours” shall be defined as 7:30am and 4:30pm;
  - ii. during Classroom Hours in the week before the first day of class;
  - iii. during Classroom Hours in the week following the last day of class; AND
  - iv. during any time that an official school event is scheduled, subject to prior notice to and written approval by the Foundation.
- b. **Shared Use.** The School understands and agrees that it may be required to share the Common Areas with other community entities during all other times within the Lease Term not specifically defined above in Paragraph 5a provided that the School shall have priority over use during hours and times outside of those provided above in Paragraph 5a for its stated School purposes subject to the Foundation, at its sole option and discretion, allowing other individuals, groups or entities to use the Leased Premises subject to the following:
  - i. any and all furniture, equipment, curriculum and supplies which are owned by the School and stored or located on, within or around the Leased Premises (the “School Property”) must be returned to their original location and condition;

- ii. housekeeping services are provided in the event that there is noticeable impact resulting from the shared use; and
- iii. any damage to School Property resulting from the shared use shall be replaced, repaired or restored by the party responsible for such damage.

6. **EXPENSES PAID BY SCHOOL.** It is the intention and purpose of the Parties to create a lease of the kind commonly known as "Absolute NNN." Accordingly, School agrees to bear, pay for, and discharge not only such items as it has specifically agreed by the provisions of this Lease to pay, but also all other costs, charges and expenses of every kind and nature whatsoever which must be paid in order to accomplish the purposes and objectives of this Lease, except as otherwise specifically set forth herein.

a. **Maintenance and Repairs.**

- i. During the Lease Term or any occupancy of the Leased Premises, School, at its sole cost and expense, shall keep in good repair all parts of the exterior of the Leased Premises, specifically including but not limited to the roof, conductor pipes, walls, enclosed plumbing and wiring, and windows and shall make and pay for all repairs arising out of structural defects and parking lot repairs or replacement. School agrees to maintain all underground and unexposed facilities thereof. School agrees to maintain the appearance of the improvements. School agrees to maintain the landscape area, parking area and ingress and egress in a clean and sanitary condition.
- ii. School shall, at its sole cost and expense, keep in good repair all of the interior portions of the Leased Premises during the Lease Term and any occupancy of the Leased Premises, and shall replace all electric lighting bulbs or tubes as required by School. School shall, at its sole cost and expense, maintain all heating and air-conditioning equipment located in the Leased Premises, and all doors, windows, plate glass, and "storefront." School shall, at all times, take good and ordinary care of the Leased Premises, subject to ordinary wear and tear.
- iii. School may, at its sole cost and expense, alter or remodel the improvements on the Leased Premises in any manner desired by School, provided any such alterations and/or remodeling (i) are made in compliance with all local, state and federal rules, regulations and laws, (ii) are completed in accordance with generally accepted construction standards, (iii) do not impact the structural strength of the improvements, (iv) do not materially reduce the value of the Leased Premises, and (v) are approved in writing by Foundation. School shall not allow mechanics' or materialmen's liens to affix to the Leased Premises because of such alterations.
- iv. Foundation agrees that during the term of this Lease Agreement, any warranties on the Leased Premises shall inure to the benefit of School.

**b. Insurance.**

- i. General Liability Insurance: School shall maintain general liability insurance in the amount of Ten Million and No/100 Dollars (\$10,000,000.00). School shall furnish Foundation, and any lien holder of Foundation, with a Certificate of Insurance showing Foundation as an additional insured.
- ii. Should any of the above-described insurance policy be cancelled before the expiration date thereof, notice will be delivered to Foundation thirty (30) days prior to cancellation. Further, all such policies shall contain waiver of subrogation provisions.

**c. Destruction or Damage to Leased Premises.**

- i. In the event the improvements on the Leased Premises are destroyed or damaged by fire or other casualty, School shall immediately commence to rebuild, repair or replace, at its sole cost less any insurance proceeds, the improvements in substantially as good condition as they were prior to such fire or casualty. School shall substantially complete such rebuilding, repairing or replacement within one hundred eighty (180) days from the date of said fire or casualty. The rentals provided hereunder shall not abate during such reconstruction.
- ii. In the event the improvements on the Leased Premises are destroyed or damaged by fire or other casualty to the extent of fifty percent (50%) or more, as reflected by the estimate of the adjuster for the company insuring the Leased Premises, and such event shall occur after three-fourths (3/4ths) of the Lease Term shall have expired, or at any time during any renewal periods, School or Foundation shall have the option to declare this Lease ended and terminated, provided School or Foundation gives notice of such election to Foundation or School within fifteen (15) days of the determination of the percentage of loss by the adjuster and the Foundation is given all insurance proceeds. If School does not exercise its right to terminate this Lease, then the rebuilding or repairs will commence as provided in this paragraph.
- iii. In any event where School is obligated to repair or restore the Leased Premises, whether wholly or partially damaged or destroyed, the proceeds from any insurance policy covering the Leased Premises shall be made available to School for the sole purpose of rebuilding, repairing or replacing said Leased Premises. In the event that the election to terminate this Lease as provided in paragraph 6.c.ii hereof is exercised, then all such insurance proceeds shall be paid to Foundation and the holder of any real estate mortgage or deed of trust, as their interest may appear. In addition, School shall pay to Foundation and the holder of any real estate mortgage or deed of trust, as their interests may appear, an amount which, when added to the insurance proceeds shall equal the original cost of the building (see number on Exhibit "B" which shall be completed on the Commencement

Date). Such payment shall be made within fifteen (15) days of the determination of the insurance proceeds and the election to terminate this Lease.

**d. Taxes and Assessments.**

- i. Foundation hereby agrees that, during the term of this Lease, Foundation shall designate School as the appropriate party to receive tax notices from the taxing authorities with respect to the Leased Premises. School shall pay and discharge as and when the same become due and prior to delinquency all ad valorem taxes, assessments, levies and other charges, general and special, which are or may be from the Effective Date and during the Lease Term or any extension levied, assessed, imposed or charged against the Leased Premises and any personal property owned by Foundation but used by School in connection with its use of the Leased Premises and situated thereon. During the last calendar year of the Lease Term or any extension, School shall be obligated to pay only a pro rata portion of said ad valorem taxes, assessments, levies and other charges due and payable for such year based upon the part of the year School leases the Leased Premises, and shall only be obligated to pay those installments of special assessments (using the longest amortization term available) coming due during the Lease Term and any extension of this Lease. School shall not be required or obligated to pay any taxes now or hereafter levied, assessed, imposed or charged against the Leased Premises or to Foundation based on the rental paid or other benefits conferred to Foundation hereunder, including any income, franchise, excise, gross receipts, sales, or transaction privilege taxes. Notwithstanding the foregoing, the School nor the Foundation are prohibited from exercising any and all rights to have the Leased Premises removed from the tax rolls.
- ii. Foundation covenants and agrees that if there shall be any refunds or rebates on account of taxes paid by School under the provisions of this Lease, such refund or rebate shall belong to School. Any refunds received by Foundation shall be deemed trust funds and as such are to be received by Foundation in trust and paid to School forthwith. Foundation shall, upon the request of School, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to School such refund or rebate as received by Foundation. Notwithstanding the foregoing, School understands and agrees that any and all payments made related to tax increment financing shall belong exclusively to Foundation or its affiliates and School shall have not claim thereto or interest therein.

7. **Operating Expenses.** The School agrees to pay for and to be responsible for all the expenses associated with operating the Leased Premises which are incurred during the Lease Term and any extension (the "Operating Expenses"). In the event any Operating



Expenses are billed to the Foundation, such payments shall be made to the Foundation within fifteen (15) days of receipt of an itemized invoice defining the specific Operating Expenses incurred for a given calendar month. Operating Expenses shall include but are not limited to:

- a. **Utility Expenses.** Utility expenses including water, gas, sewer, trash service, telephone, data, electricity, alarm, and other such services related to, used on or charged against the Leased Premises.
  - b. **Maintenance Expenses.** Maintenance expenses including landscaping, window washing, fence repair, roof repair, exterior maintenance, paint touch-up, carpet cleaning, system maintenance, air filter changing, housekeeping and other charges related to the ongoing care and maintenance of the Leased Premises.
  - c. **Property Insurance.** The Leased Premises are currently insured and a copy of the insurance policy may be provided upon request. The Foundation agrees to maintain property insurance for the Leased Premises throughout the Lease Term. All decisions related to the terms, conditions, type, and limits of said insurance policy are at the sole exclusive determination of the Foundation. In the event of a casualty, the Foundation shall use all insurance proceeds to restore the physical improvements of the Leased Premises. Premium payments related to the Foundation's property insurance policy shall be considered part of the Operating Expenses.
  - d. **Property Taxes.** In the event that property taxes are due on the Leased Premises, they shall be considered part of the Operating Expenses.
  - e. **Security.** Any expenses related to security of or for the Leased Premises.
8. **SCHOOL INSURANCE AND SECURITY.** The Foundation expressly denies any liability or responsibility for loss or damage of School Property. The School shall be solely responsible to insure the School Property and provide any desired or necessary security.
9. **USE OF LEASED PREMISES.**
- a. School shall occupy and use the Leased Premises for a charter school, to be conducted and operated in a proper, lawful and reputable manner. School understands that the Leased Premises shall be subject to recorded Covenants, Conditions and Restrictions or similar provisions or documents and agrees to at all times comply with such.
  - b. **Environmental Control.**
    - i. **Definition.** The term "Hazardous Substances," as used in this Lease, shall mean and include any and all petroleum products, hazardous substances,

or hazardous waste which, during the term of this Lease, are regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or cleanup, including, without limitation, "CERCLA"; "RCRA"; or state lien, state superlien, environmental cleanup statutes, or any state transfer and use restrictions (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). School represents and agrees that it will not store, use or handle any Hazardous Substances on the Leased Premises other than in de minimus quantities in the normal course of business. School shall comply with all Environmental Laws affecting the Leased Premises during the term of this Lease.

- ii. Environmental Assessment. School has or will conduct an environmental assessment and/or inspection of the Leased Premises which includes testing the soil and groundwater, among other things. Such test results will be incorporated herein as **Exhibit "C."**
- iii. Notice. In the event School reports, receives or gives notice of a violation affecting the Leased Premises, such as a spill, release or leak, pursuant to any local, state or federal law, rule or regulation regarding Environmental Laws, copies of such report or notice shall be delivered to Foundation.
- iv. Liability. With respect to any Hazardous Substance which may at any time be present on the Leased Premises (except for those Hazardous Substances (i) in inconsequential quantities and (ii) not in excess of the amounts permitted under the applicable Environmental Laws), School shall, at its own cost and expense, take all actions as required by the applicable Environmental Laws for the cleanup of the Leased Premises and shall further pay or cause to be paid all cleanup, administrative and enforcement costs required by the applicable governmental agencies which are asserted against the Leased Premises or against Foundation because of School's acts or omissions during the term of this Lease. School hereby indemnifies Foundation and agrees to hold Foundation harmless from and against any and all damage, liability, loss, claim or expense (including, without limitation, reasonable attorneys' fees and court costs) which Foundation may suffer or incur as a result of a breach by School of any representation contained in this paragraph or as a result of a failure by School to observe and perform its obligations under this paragraph.
- v. Termination. The termination of this Lease shall not terminate School's obligations to Foundation for acts or omissions of School as to Environmental Laws in effect during the term of this Lease.

10. **LIABILITY.** The Foundation will not be liable to the School or its agents, employees, invitees or to any person claiming through the School for any injury to person, loss or damage on or to the Leased Premises and the School shall indemnify and hold the Foundation harmless from any such claims, losses or damages.

11. **DECORATION.** The Foundation shall permit the School to furnish and decorate the classrooms within the Leased Premises so long as such decoration does not restrict the ability for other community entities to use the Leased Premises in accordance with this Agreement. No structural modifications to the Leased Premises or modifications of any kind to the entry foyers, bathrooms or exterior of the buildings and other parts of the Leased Premises shall be allowed without first obtaining the written consent of the Foundation.
12. **POSSESSION.** By taking possession of the Leased Premises, the School will be deemed to have accepted the Leased Premises as suitable for the purposes for which the same are leased.
13. **DEFAULT.** All promises, covenants and warranties herein shall be conditions as well as covenants and a breach of any of them, including the failure to pay rent when due, the abandonment of the Leased Premises, and/or the failure to adhere to the use provisions outlined herein, shall constitute a default on the part of the School. In the event of a default by the School:
  - a. The Foundation shall provide the School with written Notice of Default. Said Notice of Default shall clearly define the condition of default and the requirement to cure.
  - b. The School shall have up to thirty (30) days to cure the condition of default (the "Cure Period").
  - c. In the event that the School is unable or unwilling to cure the condition of default within the Cure Period, the Foundation shall have the right but not the obligation to provide Notice of Termination. Said Notice of Termination shall provide no less than thirty (30) days' notice to terminate this Agreement. In any event, the School shall have the right, but not the obligation, to retain use of the Leased Premises through the remainder of the semester in which the Notice of Default was received.
  - d. The Foundation may take possession of the Leased Premises on the date stated in the Notice of Termination date. At that time, unless previously committed before the Effective Date of this Agreement, any School Property remaining within or on the Leased Premises shall become the property of the Foundation.
  - e. In addition to the foregoing rights, the Foundation shall have the right to collect any damages incurred by it due to the School's breach, including, without limitation, unpaid rent, operating expenses, and all other expenses incurred by the Foundation due to the School's breach.

14. **ASSIGNMENT.** No assignment or sublease of this Lease Agreement shall be valid without prior written consent of the Foundation.
15. **SURRENDER.** At the termination of this Agreement, the School agrees to quit and surrender the Leased Premises in the same state and condition as it was at the commencement of this Agreement. Any deterioration considered normal wear and tear will be addressed and every good faith effort will be used by the School to restore the Leased Premises to their original condition.
16. **INDEMNIFICATION.** The School agrees to indemnify and hold harmless the Foundation, its Directors, and any of its officers, agents and employees from any and all claims, damages, costs and expenses, including reasonable attorney’s fees, arising out of or connected in any manner with the School’s use and or presence upon said Leased Premises or presence upon or use of any other portion of Foundation’s property or the use or presence of the School’s officers, employees, members, clients, potential clients, visitors, or by anyone having a business relationship with the School.
17. **NOTICES.** Each notice, demand, request, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered in person, if mailed by United States Certified Mail, Return Receipt Requested, Postage Prepaid, or private contract carrier against signed delivery receipt, on the date evidenced by the signed receipt, or the date upon which the Postal Service or carrier certifies that delivery has been refused by the addressee or is otherwise deemed impossible, addressed to the party to be notified at the address stated below:

If to the School:	Western Gateway Elementary School Inc. Attn: Blair Humphreys P.O. Box 1150 Oklahoma City, OK 73101
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If to the Foundation:	Wheeler District Foundation Inc. Attn: Ashley Terry P.O. Box 1150 Oklahoma City, OK 73101
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Each party to this Agreement may at any time designate any other address by giving written notice to the other party of such new address for purposes of notice under this Agreement.

18. **GOVERNING LAW.** This Agreement is being executed and delivered in the State of Oklahoma, and the laws of such state shall govern the validity, construction, enforcement, and interpretation hereof and of the obligations, liabilities, rights, remedies, powers and privileges of the parties hereto.

19. **ATTORNEY FEES/VENUE.** In any action or proceeding by either of the parties to this Lease against the other to enforce the provisions of this Lease or any exhibits attached hereto, or construction of other contracts relating hereto, or to recover payment of any claim hereunder, or to recover damages for the breach of any provision of any of the foregoing, the successful party shall be entitled to recover from the other party all costs and expenses in any such action, including a reasonable attorney's fee to be fixed by the court in such action or proceeding. Any claims brought relating to this Agreement or the Leased Premises shall be brought in a court sitting in Oklahoma County, Oklahoma.
20. **TIME OF THE ESSENCE.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and all terms and provisions herein.
21. **ENTIRE AGREEMENT.** The School and the Foundation agree that there are no representations, understandings, stipulations or promises pertaining to this Agreement or the Leased Premises which are not incorporated herein. This Agreement constitutes the entire agreement between the School and the Foundation and may not be modified or amended except by a written instrument executed by both parties.
22. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Foundation and School that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and which shall be legal, valid and enforceable.
23. **MORTGAGE BY FOUNDATION.** School agrees that this Lease shall be subject and subordinate to the lien of any mortgage which may now or hereafter affect the Leased Premises, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof, without the necessity of any further documentation; provided that the holder thereof shall either enter into a written agreement in recordable form with School or place a provision in the body of the mortgage or deed of trust to the effect that as long as School is not in default in the payment of rent or any of its other covenants or conditions of this Lease, the rights of School under this Lease shall not be terminated and the possession by School shall not be disturbed by the holder of any such mortgage or deed of trust security or by any person, firm or corporation whose rights were acquired as a result of such proceedings or by virtue of a right or power contained in any such mortgage or deed of trust or the bond or note secured thereby. Upon request by either party, Foundation, School, and the holder of any mortgage shall execute and file of record a Subordination, Attornment and Non-Disturbance Agreement in a form acceptable to all affected parties. In no event shall any Subordination, Attornment and Non-Disturbance Agreement entered into by School and the holders of any mortgage alter or amend the terms of this Lease.

24. **EXECUTION.** This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original. Further, emailed and telefaxed copies shall be accepted as originals.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed as of the Effective Date.

WHEELER COMMUNITY FOUNDATION, INC.

  
By: Ashley Terry  
Secretary, Wheeler Community Foundation, Inc.

WESTERN GATEWAY ELEMENTARY SCHOOL, INC.

\_\_\_\_\_  
By: Blair Humphreys  
President, Western Gateway Elementary School Inc.

The Humphreys Company, LLC and Wheeler District, LLC hereby guaranty the financial obligations of the School under the foregoing Lease Agreement. This guaranty is in favor of and enforceable by the Foundation.

**The Humphreys Company, LLC**  
An Oklahoma Limited Liability Company

By:   
Blair Humphreys, Managing Member

**Wheeler District, LLC**  
An Oklahoma Limited Liability Company  
By: The Humphreys Company, LLC, Manager

By:   
Blair Humphreys, Managing Member

## EXHIBIT A

### LAND LEGAL DESCRIPTION

Beginning at a point 1329.70 feet North 89°53'43" West and 33.00 feet South 0°04'18" West of the Northeast (NE) Corner of the Northeast Quarter (NE/4) of said Section Eight (8) to a point on the South right of way line of S.W. 15th Street,  
Thence South 00°04'18" West a distance of 310.39 feet; Thence North 89°59'50" West a distance of 230.00 feet; Thence North 89°51'52" West a distance of 212.93 feet; Thence North 00°01'01" West a distance of 310.69 feet; thence South 89°53'43" East a distance of 443.40 feet to the Point of Beginning.

Said tract contains 3.16 acres, more or less.

**EXHIBIT B**

Environmental Assessment to be Attached