SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made and entered into effective as of _____, 2026 (the "Effective Date"), by and between the **CITY OF CLINTON, OKLAHOMA**, an Oklahoma municipal corporation ("City" or "Sublessor"), and **WEST OK CO-OP,** _____ ("West OK" or "Sublessee"). The City and West OK may individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has obtained permission from the Oklahoma Department of Transportation ("ODOT" or the "Department") to use certain highway right-of-way located along the north side of I-40 Business Route in Clinton, Oklahoma, for the construction, installation, operation, maintenance, and display of the Mother Road/Route 66 gateway landscaping and improvements pursuant to that certain agreement between ODOT and the City (collectively, the "Mother Road Display Agreement");

WHEREAS, Paragraph 1 of the Mother Road Display Agreement expressly contemplates the existence of "successors, grantees and tenants"; accordingly, the Parties acknowledge and agree that the Mother Road Display Agreement implicitly contemplates and permits the City to enter into a lease or sublease of the Premises, provided that any such tenant remains subject to and bound by the applicable terms, conditions, restrictions, and obligations of the Mother Road Display Agreement;

WHEREAS, the City desires to sublease to West OK, and West OK desires to sublease from the City, the property described below, subject at all times to the terms, conditions, restrictions, obligations, and limitations contained in the Mother Road Display Agreement;

WHEREAS, the Parties acknowledge that the City possesses only those rights in the Premises granted or permitted by ODOT and that this Sublease is subordinate in all respects to the Mother Road Display Agreement and the rights of ODOT in and to the highway right-of-way; and

WHEREAS, the Parties desire to memorialize the terms and conditions governing West OK's use and occupancy of the Premises.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES: the City hereby subleases to West OK, and West OK hereby accepts from the City, the beneficial use of the following located in Clinton, Custer County, Oklahoma (the "Premises"):

> The highway right-of-way on the North side of I-40 Business Route, approximately 0.5 miles east of the US-183 and BUS-40 intersection, Clinton, Oklahoma.

The Premises are more particularly depicted and described in the plans and specifications incorporated into the Mother Road Display Agreement attached hereto as **Exhibit "A."**

The Parties acknowledge that the foregoing description is intended to identify the portion of the highway right-of-way subject to this Sublease and that West OK shall acquire no interest in any property beyond the rights possessed by the City pursuant to the Mother Road Display Agreement.

2. TERM: The initial term of this Sublease shall commence on _____, 2026, and shall continue for a period of one (1) year, unless earlier terminated in accordance with this Sublease (the "Initial Term").

Subject to the conditions stated herein, West OK shall have the option to renew this Sublease for up to four (4) additional successive one-year terms, so that the Initial Term and all renewal terms shall not exceed five (5) years in the aggregate. To exercise a renewal option, West OK shall provide the City with written notice of its election to renew on or before June 1 immediately preceding the commencement of the applicable renewal term. Failure to timely provide such written notice shall constitute a waiver of the renewal option for the following year unless the City agrees otherwise in writing.

Each renewal shall be upon the same terms and conditions contained herein unless otherwise agreed by the Parties in writing.

Notwithstanding anything herein to the contrary, no renewal shall extend beyond the City's lawful authority to occupy or permit use of the Premises under the Mother Road Display Agreement.

3. CONSIDERATION: As consideration for this Sublease, West OK shall pay to the City the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Parties acknowledge that West OK's performance of the obligations assumed under this Sublease, including: (1) the construction and oversite of the Hub City Gateway, and (2) its compliance with the Mother Road Display Agreement, constitutes additional consideration for this Sublease.

4. PERMITTED USE: West OK may use the Premises only for purposes consistent with the Mother Road Display Agreement and the Mother Road/Route 66 gateway display, landscaping, improvements, maintenance, and related activities contemplated therein.

West OK shall not use or permit the Premises to be used for any purpose that:

1. violates any applicable federal, state, or local law, regulation, ordinance, permit, or governmental requirement;
2. violates or is inconsistent with the Mother Road Display Agreement;
3. interferes with the operation, maintenance, safety, or use of I-40 Business Route or the highway right-of-way;
4. creates a nuisance or unreasonable hazard; or
5. could reasonably result in the termination, suspension, or modification of the City's rights under the Mother Road Display Agreement.

5. MOTHER ROAD DISPLAY AGREEMENT; INCORPORATION BY REFERENCE: The Mother Road Display Agreement, together with all plans, drawings, specifications, conditions, requirements, and attachments thereto, is hereby incorporated into this Sublease by reference and attached hereto as Exhibit "A" as though fully set forth herein.

West OK acknowledges that it has received or has been provided an opportunity to review the Mother Road Display Agreement and understands that the City's right to permit West OK's use and occupancy of the Premises derives from and is limited by that agreement.

West OK expressly acknowledges and agrees that its use and occupancy of the Premises shall at all times be subject to the Mother Road Display Agreement and subordinate to the rights of the Oklahoma Department of Transportaion. To the extent applicable to West OK's possession, use, operation, maintenance, activities, improvements, or occupancy of the Premises, West OK hereby assumes and agrees to observe, perform, and comply with each and every term, covenant, condition, restriction, requirement, responsibility, and obligation imposed upon the City under the Mother Road Display Agreement.

6. NO WARRANTY OF TITLE OR CONTINUED AVAILABILITY

West OK acknowledges that the Premises constitute highway right-of-way under the jurisdiction or control of ODOT and that the City does not represent or warrant that the Premises will remain available for West OK's use for the entire potential five-year period.

The City makes no warranty or representation regarding title to the Premises, fitness of the Premises for a particular purpose, or the continued availability of the Premises.

West OK accepts the Premises AS IS, WHERE IS, subject to all existing conditions and the rights of ODOT.

7. TERMINATION OF UNDERLYING AGREEMENT

This Sublease shall automatically terminate, without liability to the City, upon the expiration, termination, revocation, cancellation, or other cessation of the City's right to use the Premises under the Mother Road Display Agreement. Upon such termination, West OK shall have no claim against the City for lost profits, improvements, expenditures, relocation costs, or other damages arising from the termination.

8. DEFAULT: West OK shall be in default under this Sublease if West OK: (a) violates any material provision of this Sublease; (b) violates any provision of the Mother Road Display Agreement applicable to West OK's use or occupancy; (c) fails to maintain the Premises as required herein; (d) undertakes an unauthorized alteration or improvement; or (e) engages in conduct that places or could reasonably place the City in violation of its obligations to ODOT. Except where immediate action is reasonably necessary to protect public safety, highway operations, or the City's rights under the Mother Road Display Agreement, the City shall provide West OK written notice of the default and ten (10) days within which to cure the default.

If the default is not timely cured, the City may terminate this Sublease and exercise any other remedy available at law or in equity.

9. ASSIGNMENT AND FURTHER SUBLEASING: West OK shall not assign this Sublease, further sublease any portion of the Premises, or transfer any interest or right created hereby without the prior written consent of the City and, if required, ODOT. Any attempted assignment, sublease, or transfer made without the required consent shall be void.

10. ACCESS BY CITY AND ODOT: The City, ODOT, and their respective officers, employees, contractors, representatives, and agents shall have the right to enter upon and access the Premises at all reasonable times and at any time reasonably necessary for inspection, maintenance, construction, highway operations, public safety, emergency response, or enforcement of the Mother Road Display Agreement.

11. SURRENDER OF PREMISES: Upon expiration or earlier termination of this Sublease, West OK shall immediately cease its use of the Premises and surrender possession thereof to the City.

At the direction of the City or ODOT, West OK shall remove any property, equipment, or improvements installed by West OK and restore the affected area to a condition reasonably acceptable to the City and ODOT, ordinary wear and tear excepted.

Any restoration obligation imposed upon the City by ODOT as a result of West OK's activities shall be performed by West OK at West OK's expense.

12. NOTICES

All notices required or permitted under this Sublease shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by United States certified mail, return receipt requested, to the following:

To the City:

City of Clinton
Attn: City Manager
415 Gary Boulevard
Clinton, Oklahoma 73601

To West OK Co-op:

West OK Co-op
Attn: _____

_____

_____

Either Party may change its notice address by written notice to the other Party.

13. RELATIONSHIP OF PARTIES: Nothing contained in this Sublease shall be construed as creating a partnership, joint venture, agency, employment relationship, or other association between the Parties. West OK is not authorized to bind or incur any obligation on behalf of the City.

14. GOVERNING LAW AND VENUE: This Sublease shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action arising from this Sublease shall lie in the appropriate court having jurisdiction in Custer County, Oklahoma, unless otherwise required by law.

15. COMPLIANCE WITH LAW: West OK shall comply with all applicable federal, state, and local laws, statutes, regulations, ordinances, rules, permits, and governmental requirements applicable to its use and occupancy of the Premises.

16. NO WAIVER: The failure of either Party to enforce any provision of this Sublease shall not constitute a waiver of that provision or of the right thereafter to enforce the same. No waiver shall be effective unless made in writing by the Party against whom the waiver is asserted.

17. SEVERABILITY: If any provision of this Sublease is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

18. ENTIRE AGREEMENT: This Sublease, together with Exhibit "A" — Mother Road Display Agreement, constitutes the entire agreement between the Parties concerning the Premises and supersedes all prior or contemporaneous discussions, representations, negotiations, or agreements concerning the subject matter hereof. No amendment or modification shall be effective unless made in writing and executed by authorized representatives of both Parties and, if required, approved by ODOT.

19. AUTHORITY: Each individual executing this Sublease represents and warrants that he or she has been duly authorized to execute this Sublease on behalf of the respective Party. The City's execution of this Sublease is subject to all approvals required by Oklahoma law and the governing body of the City.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Sublease may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Electronic or electronically transmitted signatures may be treated as originals to the extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement effective as of the date first written above.

CITY OF CLINTON, OKLAHOMA

Sublessor

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
City Clerk

WEST OK CO-OP

Sublessee

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

MOTHER ROAD DISPLAY AGREEMENT

The Mother Road Display Agreement between the Oklahoma Department of Transportation and the City of Clinton, Oklahoma, together with the plans, drawings, specifications, and attachments thereto, is attached hereto and incorporated into this Sublease Agreement by reference as if fully set forth herein.