

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to the Lease Agreement (“Amendment No. 1”) is made and entered into between the Trustees of the Oklahoma City Airport Trust (“Owner” or “Trust”), and the United States Postal Service, (“Postal Service”).

W I T N E S S E T H :

WHEREAS, the Trust leases, operates, and maintains certain real estate in the City of Oklahoma City, Oklahoma, known as OKC Will Rogers International Airport (“Airport”) which is located in Oklahoma and Cleveland Counties, Oklahoma for the benefit of the City of Oklahoma City (“City”); and

WHEREAS, the Trust and Postal Service entered into a Ground Lease Agreement (“Original Agreement”) dated September 11, 1998, to construct and operate an airport mail facility located on the Airport, and requiring access to the air operations area; and

WHEREAS, the Original Agreement expired September 11, 2023 and provided for three (3) five-year renewal terms (“Renewal Period”) by a new agreement being mutually agreed to by the parties; and

WHEREAS, the Trust and Postal Service desire to exercise the first renewal of the Original Agreement but rather than enter into a new agreement the parties elect to renew the agreement for the first Renewal Period for the same terms and conditions under the Original Agreement except as amended in this Amendment No. 1; and

WHEREAS, the parties do not waive the right to enter into a new agreement that is mutually agreed for the two subsequent Renewal Periods; and

WHEREAS, because Executive Order 11246 has been rescinded and the United States Department of Labor has ceased all investigative and enforcement activity under the rescinded Executive Order 11246 and the regulations promulgated under it, the paragraph 39. FACILITIES NONDISCRIMINATION and paragraph A.8 of the General Conditions to Ground Lease are hereby deleted. The Federal Aviation Administration has provided consent to exclude its mandatory language for this federal entity.

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, Owner and Postal Service agree as follows, to wit:

1. This Amendment No. 1 shall be retroactive to September 11, 2023 (“Effective Date”).
2. It is hereby agreed that the parties are exercising the first Renewal Period as set forth in paragraph 6 of the Original Agreement but instead of entering into a new agreement, they have otherwise agreed to utilize the terms and conditions of the Original Agreement except as amended in this Amendment No. 1. The first Renewal Period shall be for the period September 11, 2023 through September 10, 2028.

3. The parties agree that paragraph 5 is amended to add the following at the end of paragraph 5:

“5.

...

First Renewal Period Rent

During the first Renewal Period, the Postal Service shall pay Trust ground rent which shall be calculated on a per square foot per year basis for the total square footage of land area contained in the Demised Premises. Commencing September 11, 2023, the ground rent shall be \$.22 per square foot for the remainder of this first exercised Renewal Period, as per the chart below.

<u>BEG DATE</u>	<u>END DATE</u>	<u>SQUARE FEET</u>	<u>RATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
09/11/2023	09/10/2024	152,640	0.22	33,580.80	2,798.40
09/11/2024	09/10/2025	152,640	0.22	33,580.80	2,798.40
09/11/2025	09/10/2026	152,640	0.22	33,580.80	2,798.40
09/11/2026	09/10/2027	152,640	0.22	33,580.80	2,798.40
09/11/2027	09/10/2028	152,640	0.22	33,580.80	2,798.40

4. The parties agree that subparagraph B(1.) to paragraph **33. INDEMNITY AND INSURANCE BY POSTAL SERVICE**, of the Additional Provisions to the Original Agreement, is amended and shall read as follows:

“33. INDEMNITY AND INSURANCE BY POSTAL SERVICE

...

B. INSURANCE

1. Postal Service Insurance. Owner acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered “self-insured.” Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers’ Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees’ Compensation Act (“FECA”), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Owner is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the demised premises in accordance with the terms of this Lease to a non-governmental entity, the Owner may impose its standard insurance requirements on the assignee and/or subtenant.”

5. The parties agree that paragraph **37. WAIVER OF STATUTORY NOTICE** is hereby amended to add the following to the end of that paragraph:

“Notwithstanding anything to the contrary in this paragraph, the Owner and Postal Service acknowledge and agree that the Contract Disputes Act of 1978 (CDA) (41 U.S.C. 7101-7109) is the exclusive remedy and process for contract disputes of any nature under this Lease, and Owner acknowledges that the Postal Service cannot be sued in state or local courts.”

6. The parties agree that paragraph **39. FACILITIES NON-DISCRIMINATION** and Section A.8 of the General Conditions to the Ground Lease shall be stricken in their entirety.
7. The parties agree that paragraph **40. MISCELLANEOUS COVENANTS** of the Additional Provisions to the Original Agreement, is amended to add subparagraph H and shall read as follows:

“H. Postal Service shall not install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless communications equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems (collectively “Communications Equipment”) that could cause or be used to create electrical interference with communication between the Airport, the control tower, and any aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with security systems or the services provided by any Airport communications.

Postal Service must first obtain written approval of the Director of Airports, such approval being at the sole but reasonable discretion of the Director of Airports before installing any Communications Equipment. In the event that any of Postal Service’s Communication Equipment should create an Airport Interference or violate this section at any time, the Postal Service shall disable such system immediately upon notification from the Director of Airports and collaboratively work with Owner’s staff to resolve any conflicts before such Communications Equipment may resume operations.”

8. The parties agree that paragraph **43. NOTICES, CONSENTS, AND APPROVALS** of Additional Provisions to the Original Agreement, is deleted and replaced in its entirety and shall read as follows:

“43. NOTICES

Notices to Owner or Postal Service pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand delivered, addressed to:

Owner: Oklahoma City Airport Trust
OKC - Will Rogers International Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Telephone: (405) 316-3200
Email: wrwabusinessproperties@okc.gov

Postal Service: Real Estate Leasing Facilities Department
Western FSO
7500 E 53RD Place
Room 1108
Denver, CO 80266-9918
ATTN: Contracting Officer
1-336-544-3838
<https://origin-catpx-about.usps.com/>

A party may designate a change to the physical address by written notice given to the other Party in accordance with this paragraph 43.

Unless otherwise stated herein, notice to each party shall be sufficient and deemed received on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or if hand delivered. Bills, statements, and other communication to Postal Service or Owner may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.”

9. The Parties agree that the following is added to the Lease as paragraph 45. **ADDITIONAL MISCELLANEOUS PROVISIONS** as follows:

“45. ADDITIONAL MISCELLANEOUS PROVISIONS

A. Non-Waiver

The waiver by either Party of any breach of the of the other Party of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

B. Binding Effect

This Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

C. Severability

In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant,

condition, or provision hereof.

D. Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and the Postal Service concerning the Agreement at the Airport and all agreements of Trust and of Postal Service with each other, and neither Trust nor Postal Service has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Trust and Postal Service.

E. Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

F. Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business.

G. Descriptive headings: Table of Contents

The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

H. Construction of Agreement

In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

I. Recitals Contractual in Nature

The parties acknowledge and agree that the recitals as contained hereinabove in this Agreement are contractual in nature and binding on the parties.

J. Conflicts

If there is a conflict between any provision within the Agreement or any Exhibit, then the language contained in any article, paragraph or section within the Agreement shall govern and control over any conflicting language, term, or provisions in any Exhibit.

K. Surrender of the Demised Premises

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Postal Service agrees to surrender possession of Demised Premises peacefully and promptly to Trust in “broom clean” condition, ordinary wear, tear and obsolescence only excepted.

L. Trust Access

Trust reserves the right to make periodic inspection of Demised Premises, Facilities, and equipment therein during normal business hours with advanced notice provided to the Postal Service; provided that no inspections may occur during the Postal Services peak season (November 1 of each year through January 31 of the following year). The Trust’s right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below.

All other access to the Premises shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, the Trust must call the Postal Inspection Service at 1-877-876-2455 Option 2 “Emergency” prior to entry. When entering or performing any inspection, repair or other work in the Premises, the Trust, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service’s personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service’s use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

10. The parties agree that **ATTACHMENT A – LEGAL DESCRIPTION** of the Additional Provisions to the Original Agreement, is deleted and replaced in its entirety with **EXHIBIT A – DEMISED PREMISES DESCRIPTION AND DEPICTION**.
11. It is understood and agreed by Trust and Postal Service that, except as amended by this Amendment No. 1, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent that they are not in conflict with any provision contained in this Amendment No. 1, and the recitals and provisions shall become a part of the Original Agreement as if fully written therein and known hereinafter as the “Agreement.”

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IN WITNESS WHEREOF, the parties have set their hands hereto for this Amendment No. 1 to be effective as of the Effective Date stated above.

ACCEPTANCE BY THE POSTAL SERVICE

By

Lincoln B. Brumby

Title:

Contracting Officer

Date:

5/7/2025

Remainder of page intentionally left blank.

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this _____ day
of _____, 2025.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST

Trust Secretary

Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this
_____ day of _____, 2025.


ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A –DEMISED PREMISES DESCRIPTION AND DEPICTION

Description:

A parcel of land lying in Section 26, Township 11 North, Range 4 West of the Indian Meridian, Oklahoma County, more particularly described as:

Beginning at the Northwest Corner of Section 26, Township 11 North, Range 4 West,
Thence North 89°50'43" East a distance of 1858.50 feet;
Thence South 00°16'45" East a distance of 2656.80 feet;
Thence North 89°50'43" East a distance of 77 feet to a Point of Beginning;
Thence North 89°43'15" East a distance of 443.00 feet;
Thence South 00°16'45" East a distance of 45.00 feet;
Thence North 00°16'45" West a distance of 45.00 feet;
Thence North 89°43'15" East a distance of 42.00 feet;
Thence South 00°16'45" East a distance of 300.00 feet;
Thence South 89°32'15" West a distance of 513.00 feet;
Thence North 00°16'45" West a distance of 300.00 feet, to the Point of Beginning.

Said area containing 152.640 square feet, more or less.

EXHIBIT A –DEMISED PREMISES DESCRIPTION AND DEPICTION (Cont'd.)

