

AIRCRAFT DEICING/ANTI-ICING PRODUCT STORAGE AND USE AGREEMENT

This Aircraft Deicing/Anti-Icing Product Storage and Use Agreement (“Deicing Agreement”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”) and Federal Express Corporation (“Cargo Carrier”).

WITNESSETH:

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

WHEREAS, Cargo Carrier and Trust have entered into an Air Cargo Carrier Use and Operations Agreement for Signatory Air Cargo Carriers dated August 27, 2020 (as the same has been, or may be, amended or replaced) (“Signatory Cargo Agreement”) for Cargo Carrier’s operation of an Air Cargo Business at the Airport; and

WHEREAS, Cargo Carrier has expressed the need to store aircraft deicing and anti-icing materials and to perform deicing and anti-icing activities at the Airport in conjunction with Cargo Carrier’s operations; and

WHEREAS, Cargo Carrier currently leases space for its operations from Aero Oklahoma LLC (“Landlord”) for the operation of its cargo business including the storage of aircraft deicing and anti-icing materials; and

WHEREAS, for purposes of this Deicing Agreement and whenever there is a reference to deicing, it is understood by the parties that deicing shall also include anti-icing activities and related materials unless otherwise indicated herein; and

WHEREAS, unless otherwise defined herein, the definitions of the Signatory Cargo Agreement shall apply to this Deicing Agreement; and

WHEREAS, the Director recommends the Trust’s approval of this Deicing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, Trust and Cargo Carrier hereby covenant and agree as follows, to wit:

ARTICLE 1 - STORAGE LOCATION AND STORAGE RECEPTACLES

Cargo Carrier may store deicing materials on the Airport on the Landlord’s premises provided that such storage is in compliance with this Deicing Agreement, the Airport’s De-Icing/Anti-Icing Policy effective as of December 1, 2023 as the same may be amended from time-to-time (“Airport’s Policy”), the Signatory Cargo Agreement, and the Landlord’s Deicing Manual dated February 29, 2024 (“Manual”) as the same may be amended and approved by the Landlord and the Trust, by and through its Director, provided that the Cargo Carrier is authorized by the Landlord for the storage of deicing materials.

The Cargo Carrier is not authorized, at this time, to permanently affix any storage containers or tanks for deicing materials on the Airport.

ARTICLE 2 – TERM

The term of this Deicing Agreement shall commence on December 1, 2024 (“Effective Date”) and shall co-terminate on the same date as the Signatory Cargo Agreement unless sooner terminated as hereinafter set forth or in accordance with Article 14 of the Signatory Cargo Agreement. Unless otherwise provided herein, this Deicing Agreement may only be extended when the Signatory Cargo Agreement is extended and shall not create any right, privilege, or option beyond the Signatory Cargo Agreement.

ARTICLE 3 – FEES

There are no fees to the Cargo Carrier for this Deicing Agreement as all storage is in the locations designated by the Cargo Carrier’s Landlord.

ARTICLE 4 - OBLIGATIONS OF CARGO CARRIER

The following obligations shall apply to the Cargo Carrier:

- A. Anyone adding to or removing deicing materials from mobile equipment shall be trained by Cargo Carrier or Cargo Carrier’s Third-Party Vendor in the operations of the equipment, use of secondary containment, spill prevention measures, spill response, and best management practices for the use and storage of deicing materials.
- B. Cargo Carrier shall maintain books and records of the amount and type of deicing product stored, used, and dispensed on the Airport and reported as agreed to by the parties in the Signatory Cargo Agreement.
- C. All storage of deicing materials must be in manufacturer’s recommended storage totes or containers unless the Director authorizes another storage method. All totes or non-permanent storage containers shall meet manufacturer’s specifications and be protected from weather elements and collision with vehicles and equipment. Empty storage containers may be stored temporarily outdoors off the ramp area. Empty storage containers shall be removed from the Airport within 30 days of becoming empty.
- D. All storage containers and mobile deicing equipment shall have good, effective, and adequate secondary containment. Stationary secondary containment is not required when containers or totes are in use or transport.
- E. Hand-held deicing equipment shall only be stored indoors or under cover when not in use.
- F. Any storage area shall have adequate lighting. Obstruction lighting shall be installed by Cargo Carrier if so, required by FAA regulations.

- G. Cargo Carrier shall ensure delivery tankers or trucks do not block or impede other vehicular or aeronautical traffic.
- H. Cargo Carrier and its Third-Party Vendor shall develop and implement an effective inspection and preventative maintenance program to minimize leakage of or spillage from any deicing materials storage containers and deicing equipment. Cargo Carrier or its Third-Party Vendor shall inspect all deicing equipment and the Premises at least weekly during deicing season (October to March) and at least monthly outside of deicing season for leaks or spills, and all equipment is in good working order. The Trust reserves the right, but has no obligation, to periodically inspect the Premises, any deicing storage containers, mobile equipment, and other deicing equipment for leaks and spills.
- I. Cargo Carrier or its Third-Party Vendor may use mobile deicing trucks at the Airport. Any deicing trucks shall be stored in an appropriate storage area and shall be stored outside of the Aircraft movement areas when not in use for active deicing operations. Any mobile equipment shall have dripless fittings and automatic filling shutoff valves to aid in reducing leaks and spills from overfilling.
- J. All deicing materials storage containers and deicing equipment shall be properly labeled with the product name and the name of the Cargo Carrier that owns the product and equipment. All materials and equipment shall be used according to manufacturer instructions.
- K. Spills of deicing materials shall not be washed into stormwater drains, onto the ground, or into waterways.
- L. Deicing materials should not be wasted, and care shall be taken to ensure that the amount of the deicing materials applied is appropriate to the need. For safety reasons, the actual quantity of deicing materials applied is at the discretion of the applicator.
- M. Cargo Carrier and its Third-Party Vendor shall have adequate protection measures available to contain spills and prevent any spilled material from entering stormwater drains and waters of the State.
- N. Cargo Carrier and its Third-Party Vendor shall maintain adequate supplies of spill response equipment and materials and is responsible for the clean-up of its spills.
- O. All deicing equipment shall be in good working condition. Any equipment not in working order shall be repaired immediately or removed and replaced.
- P. Cargo Carrier shall require in writing that any Third-Party Vendor or contractors providing deicing services to Cargo Carrier be bound to this Deicing Agreement.
- Q. Cargo Carrier acknowledges that nothing in the Deicing Agreement shall be interpreted to prohibit the Trust from updating and changing requirements, locations, means, methods, or modes of storage.

- R. With regard to the Manual, Cargo Carrier shall be required to only comply with the provisions for the placement and removal of the storm drain inlet covers (Preparation Procedures 1, 2, 3 and 11; Takedown Procedures 7 and 8 and Aircraft Deicing Material Storage Process); provided however, should any Airport stormwater outfall receiving runoff from Cargo Carrier's deicing area contain any contaminants indicative of deicing materials, then the Cargo Carrier shall comply with all aspects of the Manual.

ARTICLE 5 – HAZARDOUS MATERIAL AND COMPLIANCE WITH ENVIRONMENTAL LAW

This Deicing Agreement is subject to the applicable terms and conditions of Article 27 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein.

ARTICLE 6 – TRUST'S RESERVED RIGHTS

This Deicing Agreement is subject to the applicable terms and conditions of Paragraph 3.03 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein.

ARTICLE 7 – TAXES

This Deicing Agreement is subject to the applicable terms and conditions of Article 9 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein.

ARTICLE 8 – MISCELLANEOUS COVENANTS

This Deicing Agreement is subject to the applicable terms and conditions of Article 18 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein.

ARTICLE 9 – INDEMNITY AND INSURANCE BY SIGNATORY AIRLINE

This Deicing Agreement is subject to the same terms and conditions of Article 13 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein and said indemnity and insurance provisions shall extend to and provide coverage for the terms and conditions contained in this Deicing Agreement.

ARTICLE 10 – TERMINATION

Either Trust or Cargo Carrier may terminate this Deicing Agreement at any time for any reason by giving the other party sixty (60) days prior written notice subject to any continuing obligations pursuant to Article 5 herein. Trust further agrees that it will exercise its right to termination only when there is an FBO or other means available to Cargo Carrier to deice its Aircraft.

ARTICLE 11 – ASSIGNMENT

Cargo Carrier shall not assign this Deicing Agreement to another unless obtaining the prior written approval of the Trust.

ARTICLE 12 – CIVIL RIGHTS AND TITLE VI ASSURANCES

This Deicing Agreement is subject to the same terms and conditions of Articles 22, 23, and 24 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein.

ARTICLE 13 – EMPLOYEE BADGING AND BACKGROUND CHECKS

This Deicing Agreement is subject to the applicable terms and conditions of Article 26 of the Signatory Cargo Agreement during the Term of this Deicing Agreement as if written herein.

ARTICLE 14 - GENERAL CONDITIONS

This Deicing Agreement is subject to the same terms and conditions as Article 28 of the Signatory Cargo Agreement as amended during the Term of this Deicing Agreement as if written herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement as of the Effective Date stated above.

UNITED PARCEL SERVICE CO.



Signature

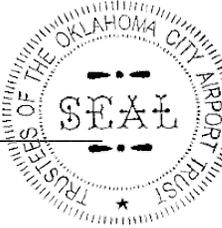


Printed Name/Title

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 27TH day of FEBRUARY, 2025.

ATTEST:

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Jerry Palmer
Chairman

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 11TH day of MARCH, 2025.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY:

David Holt
Mayor

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor /
Attorney for the Trust