

**AMENDMENT NO. 2 TO SIGNATORY PASSENGER AIRLINE
USE AND OPERATIONS AGREEMENT**

This Amendment No. 2 to the Signatory Passenger Airline Use and Operations Agreement ("Amendment No. 2") is made and entered into by and between the Trustees of the Oklahoma City Airport Trust ("Lessor"), and Delta Airlines, Inc., ("Lessee"),

W I T N E S S E T H :

WHEREAS, the Lessor leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City ("City"), known as Will Rogers World Airport ("Airport"), located in Oklahoma and Cleveland Counties; and

WHEREAS, the Lessor and Lessee entered into a Passenger Airline Use and Operations Agreement dated October 22, 2019, as previously amended by Amendment No. 1 ("Original Agreement"), whereby the Lessor leased the Lessee certain space in the terminal for Lessee's operation of an air transportation for persons, property, cargo, and/or mail at the Airport; and

WHEREAS, the Lessee has requested, and the Lessor agrees, to lease an additional 7 square feet of the Second Floor Counter Space; 130 square feet of Public Area -Extended Counter space, and 91 square feet of the Second Floor Office Space adjacent to Lessee's currently Leased Premises, as depicted on Exhibits D and G-7; and

WHEREAS, to ensure consistency with the terminal expansion area, the Lessor and Lessee have agreed to certain modifications to the millwork and flooring to be done by the Lessor and reimbursed by the Lessee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. This Amendment No. 2 is effective August 1, 2022 ("Effective Date").
2. The parties agree that as of the Effective Date, **REVISED EXHIBIT D - LESSEE'S LEASED PREMISES**, page 1 of 3, and **REVISED EXHIBIT G7- REQUIREMENT BY AIRLINE**, are hereby deleted and replaced with **REVISED EXHIBIT D - LESSEE'S LEASED PREMISES**, page 1 of 3, and **REVISED EXHIBIT G7- REQUIREMENT BY AIRLINE** to reflect Lessee's additional Second Floor Counter Space, Public Area-Extended Counter space, and Second Floor Office Space.
3. As part of the terminal expansion capital improvement project, the Lessor previously relocated another Signatory Airline who was adjacent to the Lessee and the Lessee has now determined that it needs additional Ticket Counter Space which includes Second Floor Counter Space and Public Area – Extended Counter space to accommodate Lessee's portable baggage scale. This additional space required modification to Lessor's previously installed millwork and flooring from the prior relocation and such modification is the Lessee's responsibility under Exhibit

E to the Agreement. To ensure consistency with the new terminal expansion area that is immediately adjacent to the Lessee's Ticket Counter Space, the parties have jointly agreed for the Lessor to modify the millwork and to install the necessary flooring subject to Lessee reimbursing the Lessor \$1,200.00 for such work. Such reimbursement is not a rental fee under the Agreement but is an amount agreed to by the parties for such labor, time, and materials for such modifications. Upon completion of the millwork and flooring, Lessor will submit an invoice to Lessee for reimbursement. The Lessee agrees to release and to hold harmless the Lessor for such work performed in the Lessee's Ticket Counter Space.

4. It is understood and agreed by the Lessor and Lessee that, except as amended by this Amendment No. 2, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment, and the recitals and provisions of this Amendment No. 2 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the "Agreement."

IN WITNESS WHEREOF, the parties hereto have set their hands to this Amendment No. 2 as of the Effective Date stated above.

DELTA AIRLINES, INC.



Signature

Regional Director, Corporate Real Estate

Title

APPROVAL RECOMMENDED:



Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 28th day of July, 2022.

ATTEST:



Trust Secretary

**OKLAHOMA CITY AIRPORT TRUST**



Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 16th day of August, 2022.

ATTEST:



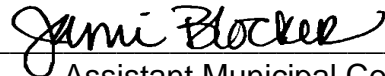
City Clerk

**THE CITY OF OKLAHOMA CITY**



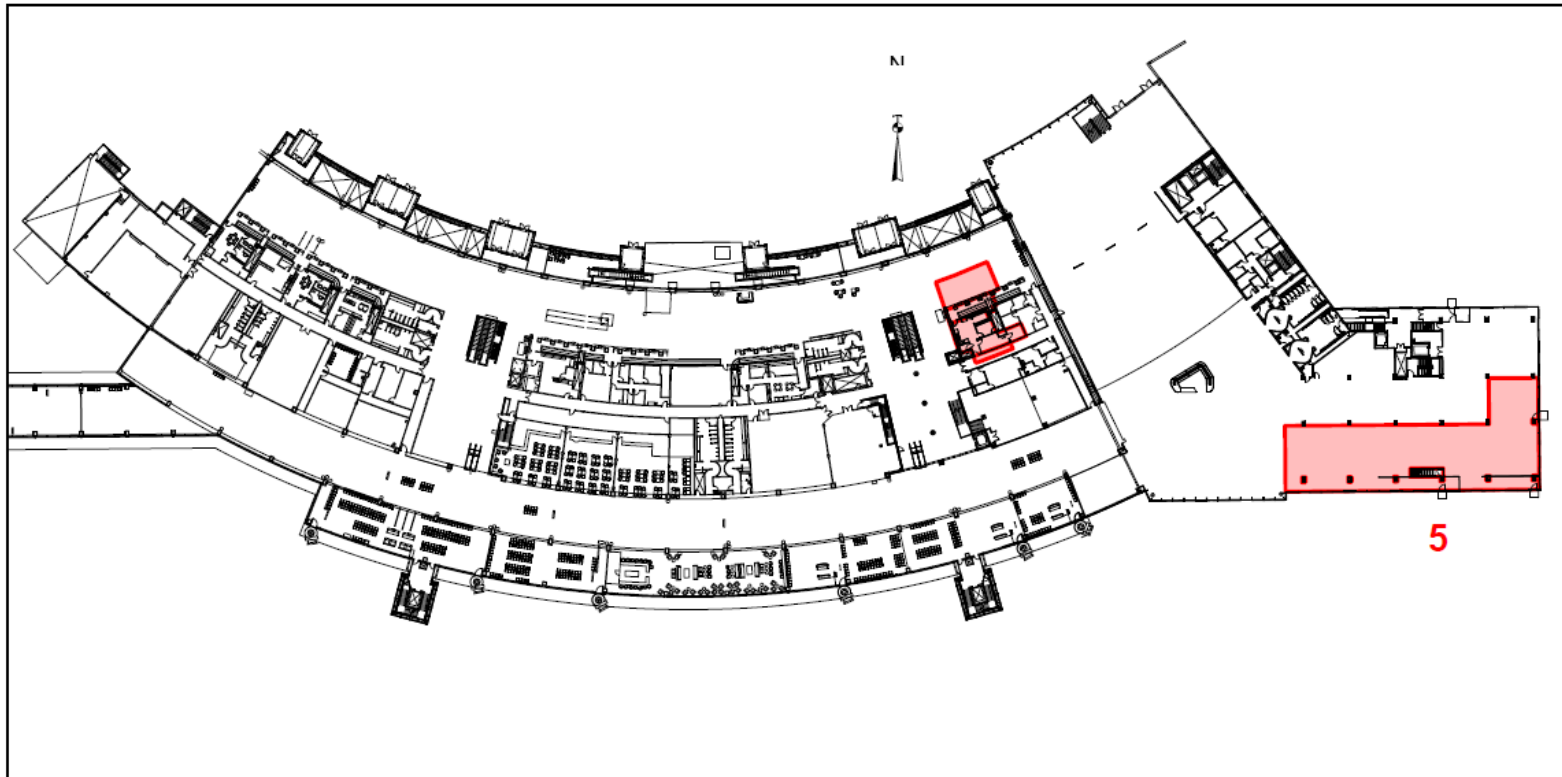
Mayor

REVIEWED for form and legality.

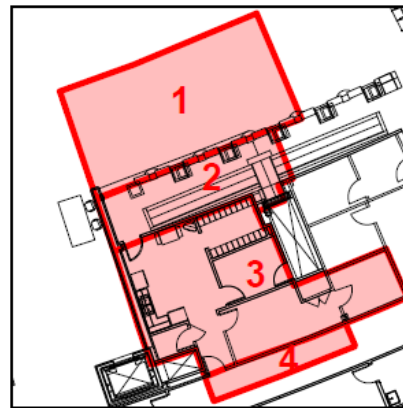


Assistant Municipal Counselor/
Attorney for the Trust

REVISED EXHIBIT D
LESSEE'S LEASED PREMISES



1. SECOND FLOOR EXTENDED COUNTER SPACE
COST CENTER 00053, SPACE TYPE IV, 685 SF
2. SECOND FLOOR COUNTER SPACE
COST CENTER 00042, SPACE TYPE I, 314 SF
3. SECOND FLOOR OFFICE SPACE
COST CENTER 00044, SPACE TYPE II, 793 SF
4. SECURITY HALLWAY
COST CENTER 00053, SPACE TYPE IV, 119 SF
5. DEPARTURE GATES 26, 28 & 30
COST CENTER 00046, SPACE TYPE III, 7,610 SF



WILL ROGERS WORLD AIRPORT
SIGNATORY PASSENGER AIRLINE USE
AND OPERATIONS AGREEMENT
DELTA AIRLINES, INC.
MAIN TERMINAL - SECOND FLOOR
JULY 2022

REVISED EXHIBIT "D" - PAGE 1 OF 3

REVISED EXHIBIT G-7: REQUIREMENTS BY AIRLINE

Oklahoma City Airport Trust
Will Rogers World Airport
Rates and Charges

Exhibit G-7: Requirements by Airline

08/01/22

Activity	Account	Source	Weighted Rates Exhibit G-4	2023							
				Alaska	American	Delta	Frontier	Southwest	United	Via	Breeze
	Exclusive/Preferential Space	Exhibit B									
00042	Second Floor Counter Space	Space I	\$72.21	122	589	314	309	504	595	0	142
00043	First Floor Bag Office	Space IV	\$18.05	0	372	376	0	400	334	0	0
00044	Second Floor Offices	Space II	\$36.10	526	926	793	319	1,293	1,413	0	73
00046	Concourse Area - Departure Gate	Space III	\$27.08	1,670	7,840	7,610	1,930	6,103	9,635	0	1,932
00050	Concourse Operations - A/C	Space IV	\$18.05	266	5,062	3,078	287	3,913	2,056	0	140
00053	Public Area - Extended Counter	Space IV	\$18.05	296	987	804	490	1,059	1,291	0	225
	Subtotal			2,880	15,776	12,975	3,335	13,272	15,324	0	2,512
	Exclusive/Preferential Use Rentals										
00042	Second Floor Counter Space	Space I		\$8,810	\$42,532	\$22,674	\$22,313	\$36,394	\$42,965	\$0	\$10,254
00043	First Floor Bag Office	Space IV		0	6,715	6,787	0	7,220	6,029	0	0
00044	Second Floor Offices	Space II		18,989	33,429	28,627	11,516	46,677	51,009	0	2,635
00046	Concourse Area - Departure Gate	Space III		45,224	212,307	206,079	52,264	165,269	260,916	0	52,319
00050	Concourse Operations - A/C	Space IV		4,801	91,369	55,558	5,180	70,630	37,111	0	2,527
00053	Public Area - Extended Counter	Space IV		5,343	17,815	14,512	8,845	19,115	23,303	0	4,061
				\$83,166	\$404,167	\$334,237	\$100,118	\$345,305	\$421,332	\$0	\$71,796
	Joint Use	Exhibit G-5		\$80,292	\$500,671	\$303,733	\$98,114	\$740,632	\$292,876	\$0	\$72,033
	Total Terminal Rentals			\$163,458	\$904,838	\$637,970	\$198,232	\$1,085,937	\$714,208	\$0	\$143,829
	Passenger Boarding Bridge Fee	Exhibit G-4									
	Annual Fee			\$18,762.92	\$18,762.92	\$18,762.92	\$18,762.92	\$18,762.92	\$18,762.92	\$18,762.92	\$18,762.92
	Passenger Boarding Bridges			1	4	3	1	3	5	0	1
	Passenger Boarding Bridge Fee			\$18,763	\$75,052	\$56,289	\$18,763	\$56,289	\$93,815	\$0	\$18,763
	Landing Fee Revenues	Exhibit G-6									
	Landed Weight			35,832	673,056	357,000	42,341	920,653	308,498	0	17,940
	Landing Fee			\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35
	Landing Fee Revenues			\$84,205	\$1,581,682	\$838,950	\$99,501	\$2,163,535	\$724,970	\$0	\$42,159
	Total Cost			\$266,426	\$2,561,571	\$1,533,209	\$316,496	\$3,305,761	\$1,532,993	\$0	\$204,750
	Enplanements			25,436	543,879	301,000	47,415	839,817	287,610	0	15,250
	Airline Cost per Enplanement			\$10.47	\$4.71	\$5.09	\$6.68	\$3.94	\$5.33	\$0.00	\$13.43