

**AMENDMENT NO. 4 TO THE PROFESSIONAL REAL ESTATE
BROKER SERVICES AGREEMENT**

This Amendment No. 4 to the Professional Real Estate Broker Services Agreement (“Amendment No. 4”) made and entered into between the Trustees of the Oklahoma City Airport Trust (“Trust”), and Price Edwards & Company, LLC (“Price Edwards”) having authority to do business in Oklahoma,

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 Will Rogers World Airport (“Airport”) which is located in Oklahoma and Cleveland Counties, Oklahoma for the benefit of the City of Oklahoma City (“City”); and

WHEREAS, on March 26, 2020, the Trust approved the Professional Real Estate Broker Service Agreement, as subsequently amended (“Original Agreement”), with Price Edwards for real estate brokerage services for the aviation, commercial, and industrial development of an area known as Lariat Landing at the Airport as well as for other areas identified on the Airport or at Wiley Post Airport or Clarence E. Page Airport; and

WHEREAS, the Original Agreement expires on March 25, 2024 and provides for two one (1) year Option Periods to renew at the same terms and conditions; and

WHEREAS, the parties desire to exercise the second of two successive one (1) year Option Periods and revise certain standard language.

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

1. This Amendment No. 4 is effective March 26, 2024 (“Effective Date”).
2. It is hereby agreed that the parties desire to exercise the second of two successive one (1) year Option Periods under the same terms and conditions, as set forth in Article 3. Term of the Original Agreement, for the period March 26, 2024 through March 25, 2025.
3. The parties agree that Article 16. General Civil Rights Provisions and Article 17. Civil Rights Title VI Assurance of the Original Agreement are hereby deleted in their entirety and replaced with the following:

“ARTICLE 16. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Price Edwards agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This

provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The above provision binds Price Edwards and its subcontractors from the bid solicitation period through the completion of the Agreement.”

“ARTICLE 17. CIVIL RIGHTS TITLE VI ASSURANCE

17.01 **Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this Agreement, Price Edwards, for itself, its assignees, and successors in interest agrees as follows:

A. **Compliance with Regulations**

Price Edwards will comply with the *Title VI List of Pertinent Nondiscrimination Acts and Authorities*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. **Nondiscrimination**

Price Edwards, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Price Edwards will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by Price Edwards for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Price Edwards of Price Edwards’s obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. **Information and Reports**

Price Edwards will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of Price Edwards is in the exclusive possession of another who fails or refuses to furnish the information, Price Edwards will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of Price Edwards' noncompliance with the nondiscrimination provisions of this Agreement, the Trust will impose such Agreement sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to Price Edwards under the Agreement until Price Edwards complies; and/or
2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. Incorporation of Provisions: Price Edwards will include the provisions of [Paragraph 17.01, subparagraphs] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Price Edwards will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Price Edwards become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Price Edwards may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, Price Edwards may request the United States to enter into the litigation to protect the interests of the United States.

17.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, Price Edwards, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Price Edwards, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101, *et seq.*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
4. It is further understood and agreed by and between Trust and Price Edwards that, except as amended by this Amendment No. 4, all other terms and conditions of the Original Agreement as defined herein shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 4, and the recitals and provisions of this Amendment No. 4 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the “Agreement.”

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed as of the dates hereinafter set forth.

PRICE EDWARDS & COMPANY, LLC

By: _____

Title: _____

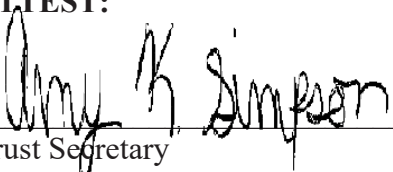
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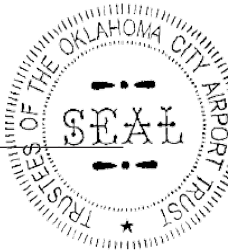
APPROVAL RECOMMENDED:


Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 28TH day of MARCH, 2024.

ATTEST:

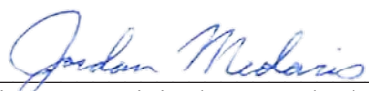

Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor/
Attorney for the Trust



PRICEDW-01

EGRIGOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancFirst Insurance Services, Inc. 13230 Pawnee Drive, Suite 205 Oklahoma City, OK 73114	CONTACT NAME: Esther Grigor PHONE (A/C, No, Ext): (918) 949-6707 FAX (A/C, No): E-MAIL ADDRESS: esther.grigor@bancfirst.insurance	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Company of America		25674
INSURER B : Travelers Indemnity Co of Connecticut		25682
INSURER C : Accident Fund General Insurance Company		
INSURER D : Starr Surplus Lines Insurance		13604
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6300P75294A	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA0P70776A	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0P764685	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	100085188 03	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional E&O	X		SLSLPRO26252123	10/1/2023	10/1/2024	\$25,000 Retention 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As pertains to the Named Insureds operations as a property manager, The City of Oklahoma City and The Oklahoma City Airport Trust are included as Additional Insured in regards to the General, Auto and Professional Liability coverages as required by written contract or agreement. 30 Day Notice of Cancellation applies. 10 Day in the event of non-pay.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and The Oklahoma City Airport Trust
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE