



Fuel Services Agreement

between

The Oklahoma City Airport Trust

and

Glenn Oil Company, LLC

dba

Glenn Oil Co.

for

Oklahoma Air National Guard

Effective Date: December 1, 2023

Fuel Services Agreement

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FUEL SERVICES AGREEMENT

This Fuel Services Agreement (“Agreement”), made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”) and Glenn Oil Company, LLC, dba Glenn Oil Co., (“Contractor”),

W I T N E S S E T H:

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

WHEREAS, Contractor is presently under contract with the United States of America Defense Logistics Agency (“DLA”), Contract No. SPE605-24-D-4507 (“Contract”), to supply aviation fuel and additives, diesel fuel, and unleaded gasoline to the Oklahoma Air National Guard (“OANG”), an Airport tenant; and

WHEREAS, the Trust currently owns and operates the Airport Fuel Facilities (“Facilities”) where aviation fuel for Airport tenants and customers is presently stored in said Facilities by Phillips 66 Company (“Fuel Supplier”) and Contractor has a current contract with Fuel Supplier to purchase aviation fuel and additives only; and

WHEREAS, Contractor, by and through the OANG, needs permission to have direct access to the Facilities so that OANG, on Contractor’s behalf, may obtain aviation fuel(s) for the Contractor’s Contract with DLA; and

WHEREAS, the Trust desires to allow Contractor to access the Facilities in order to supply the OANG with aviation fuel; and

WHEREAS, the Contractor will need to deliver diesel fuel and unleaded gasoline, by way of a contracted transport tanker truck entity (“Tanker Representatives”), to OANG’s two underground storage tanks (“UST”), located at building #1043 on OANG leased premises, and needs the Trust’s approval for those deliveries on Airport property; and

WHEREAS, the parties desire to enter into this Agreement for the Contractor’s supply of aircraft, diesel and gasoline fuels to the OANG at the Airport.

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

ARTICLE 1. CONTRACTOR SERVICES

1.01 Aviation Fuel Services

It is understood and agreed by the parties hereto that the Contractor is permitted to obtain all aviation fuel(s) to be supplied to the OANG for the Contract from the Airport Facilities. The OANG, on Contractor’s behalf and as Contractor’s agent (“Designated Representative”), is granted access to the Facilities to obtain Contractor’s aviation fuel(s) and additives for the provision of Contractor’s Services as herein set forth. The Contractor

may not otherwise deliver any aviation fuel onto the Airport unless otherwise agreed to in writing with the Director of Airports (“Director”), and through an amendment to this Agreement. As consideration for this right and privilege, Contractor is hereby obligated to pay the fees and to provide its Services in accordance with the terms and conditions set forth in this Agreement.

1.02 Diesel Fuel and Unleaded Gas Services

Contractor is permitted to deliver diesel fuel and unleaded gasoline, by way of a contracted Tanker Representatives to OANG’s two USTs, located at building #1043 on OANG leased premises. No other types of fuel may be transported onto the Airport. Said deliveries are not subject to a Fuel Flowage Fee.

1.03 Services

Collectively, the provision of the Aviation Fuel Service (Paragraph 1.01) and the Diesel Fuel and Unleaded Gas Services (1.02) will be known as the “Services.”

ARTICLE 2. TERM

The term of this Agreement shall commence on December 1, 2023 (“Effective Date”), through June 30, 2028, unless terminated earlier as hereinafter set forth. The term of this Agreement is subject to the existence of Contract between Contractor and DLA, as well as the existence of Lease ANGOK-1-14-0005 between the United States of America, on behalf of the OANG, and the Trust for OANG’s land and Facilities at the Airport. In the event the Contract expires before the term of this Agreement, this Agreement shall co-terminate with the Contract.

ARTICLE 3. FUEL RESPONSIBILITY AND OWNERSHIP

The parties acknowledge that the Airport’s Fuel Supplier owns the aviation fuel while stored in the Facilities. Contractor shall own all aviation fuel from the point it leaves the fuel storage dispensing equipment at the Facilities. Contractor shall also own and be responsible for any diesel fuel or unleaded gasoline transported for OANG purposes at the point that a Tanker Representative enters on Airport property and terminate once those fuels are placed inside of the OANG’s USTs. Contractor’s ownership and responsibility for all fuels shall apply even if the fuels are in the custody and control of the OANG or a Tanker Representative. At no time shall the Trust have any ownership of the fuel stored, dispensed, or located on the Airport.

Contractor hereby acknowledges and agrees that Designated Representatives and Tanker Representatives are agents of the Contractor and Contractor accepts full responsibility for all their activities under this Agreement as if its own. Contractor further understands and agrees that Airport personnel will not be acting as a second attendant, as may be required in a Contractor’s contract with the DLA, even though Airport personnel may be present when aviation fuel is obtained from the Facilities.

ARTICLE 4. FEES

Contractor will be responsible to have an Agreement with and to pay Fuel Supplier directly for the aviation fuel and additive obtained hereunder by Contractor or its Designated Representative and to pay to others for the diesel or unleaded gasolines delivered to the OANG.

The Trust's approved Fuel Flowage and Storage Fee Policy, revised June 6, 2020, and as the same may be amended from time to time, ("Fuel Policy") applies to all aviation fuel obtained or dispensed on the Airport for the OANG in addition to any payments Contractor owes to the Airport's Fuel Supplier. As such, the Contractor hereby agrees to pay to the Trust the governmental fuel flowage fee established by the Fuel Policy (currently eight cents (\$0.08) per gallon on all aviation fuel dispensed from the Facilities). The Trust reserves the right to amend its fuel flowage and other applicable fees during the term of this Agreement and any change in the fees applicable to this Agreement shall be paid by Contractor effective upon notice and delivery of the change to the Contractor without formal amendment hereto. The fees herein specified shall be paid to the Trust no later than the last day of the month succeeding the month the fuel was dispensed from the Facilities and shall be delinquent if not received by Trust on or before the last day of such month. All payments are to be made at the address specified in Paragraph 23.01 of this Agreement.

ARTICLE 5. DELINQUENT FEES

5.01 Due Date

All fees shall be delinquent if not received by Trust on or before the last day of each and every month of when due, during the term hereof, unless specified otherwise.

5.02 Delinquency Charges

It is hereby agreed by and between the Trust and Contractor that should Contractor fail, for any reason whatsoever, to make timely remittance of the monthly rents, fees and/or compensation as required under any of the provisions hereof, then and in that event, the payment shall be immediately delinquent, and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month. Moreover, said interest shall be considered additional compensation to the Trust and shall become due and payable to, and received by, Trust on or before the last day of each month. To aid in the timely receipt of payments, the Contractor is encouraged to make all payments through the bank-to-bank automated clearing house ("ACH") network.

ARTICLE 6. INGRESS AND EGRESS

Upon paying the fees required hereunder and performing the covenants of this Agreement, the right of ingress to and egress from shall be for:

6.01 Facilities

Contractor, Contractor's officers, and Designated Representatives to obtain access to Facilities, over the roadway provided by the Trust, serving said Facilities jointly with other tenants on the Airport, and Contractor, Contractor's officers, and Designated Representatives shall not interfere with the rights and privileges of other persons or firms using said roadway or Facilities, to obtain fuel jointly with other tenants on the Airport.

6.02 OANG Leased Premises

Contractor, Contractor's officers, and Tanker Representatives to obtain access to OANG leased premises, over the roadway provided by the Trust. Contractor, Contractor's officers, and Tanker Representatives shall not interfere with the rights and privileges of other persons or firms using said roadway or OANG leased premises.

ARTICLE 7. SAFETY

Safety shall be given paramount importance during all activities contemplated in this Agreement. It shall be the duty of Contractor to ensure that Designated Representatives and Tanker Representatives are properly trained in the transportation and dispensing of applicable fuels, proper safety practices, and compliance with all federal, state, and local rules, regulations, ordinances, statutes, or laws are observed at all times. Contractor, Designated Representatives, and Tanker Representatives shall take any and all steps necessary to ensure the safety of persons and property on Airport premises.

ARTICLE 8. LICENSES AND CERTIFICATIONS

Contractor, Designated Representatives, and Tanker Representatives will obtain and make available for inspection at all times while on the Airport premises, all proper licenses, certifications, and authorizations required by any local, state, or federal authority for entities and persons providing the Services or vehicles to be used for said Services as contemplated in this Agreement. By way of example but not limitation, Contractor, Designated Representatives, and Tanker Representatives will keep, without a lapse, certification from the Oklahoma Corporation Commission for loading, carrying, and dispensing flammable liquids.

ARTICLE 9. MAINTENANCE

Neither Contractor nor its Designated Representatives shall place or dispose of any trash or debris on the premises of the Airport and shall refrain from causing any portion of the Airport's premises to be in an unsafe, untidy, unsightly, or contaminated condition. Contractor or its Designated Representative shall report to the Facility staff any observed spill, leak, equipment failure, or unsafe condition with the Facilities.

ARTICLE 10. ALTERATIONS AND REPAIRS TO PREMISES

Contractor, Designated Representatives, and Tanker Representatives shall not have the right to construct, install, remove, modify, and/or repair any buildings, structures, tanks, dispensing equipment, pavement, or any other part of the premises at the Facilities or elsewhere on the Airport.

ARTICLE 11. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

11.01 Definitions

For the purpose of this article, the following definitions apply:

- A. "*Best Management Practices*" shall mean those best management practices applicable and relevant to the Contractor's activities, including but not limited to the more stringent of the practices identified for Contractor's activity by federal, state or local regulatory requirement, ODEQ General Permit OKR05, any plan or policy in effect for the Airport, or other applicable industry guidance.

- B. “*Contamination*” shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- C. “*Hazardous Material(s)*” shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.
- D. “*Environmental Law(s)*” shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment, and include but are not limited to: the Solid Waste Disposal Act (SWDA), 42 U.S.C. § 6901 *et seq.*, as amended, including, but not limited to, the Resources Conservation and Recovery Act (RCRA) of 1976, Pub. Law No. 94-580, and the Hazardous and Solid Waste Amendments of 1984, Pub. Law No. 96-482; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, Pub. Law No. 99-499; the Emergency Planning and Community Right to Know Act (EPCRA), 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136 *et seq.*; the Clean Air Act (CAA), 42 U.S.C. § 7401 *et seq.*; the Clean Water Act (CWA), 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Act (OPA) of 1990 (OPA), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 5101 *et seq.*; the Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § 651 *et seq.*, and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

11.02 Hazardous Material(s)

Contractor hereby covenants not to permit or introduce any Hazardous Material(s), other than those specifically addressed below in this Paragraph (11.02A and B) to be brought upon, used, kept, generated or stored in or about the Airport by Contractor, their agents, employees, contractors, or invitees without the prior written consent of the Trust, by and through the Director, which consent shall not be unreasonably withheld as long as Contractor demonstrates to the Director's reasonable satisfaction that such Hazardous Material is necessary to Contractor's operation hereunder and will be used, kept, generated and stored in a manner that complies with all Environmental Law(s) regulating any such Hazardous Material(s). Provided, however, any allowed Hazardous Materials shall only be stored temporarily pending disposition and only in a manner utilizing Best Management Practices and in compliance with all Environmental Laws. Contractor shall maintain Safety Data Sheets ("SDS") for all Hazardous Materials when required by applicable laws or regulations. All drums, tanks or containers that contain Hazardous Materials shall be properly labeled. If Contractor breaches the obligations stated in this Article, or if the presence of Hazardous Material or chemicals that may become Hazardous Materials on or migrating from the Airport is caused or permitted by Contractor or its agents, employees, contractors, or invitees and results in Contamination, or if Contamination occurs from Contractor's operations on the Airport, then Contractor is legally liable to Trust and the City for damage resulting therefrom pursuant to this Agreement as well as any applicable federal, state or other relevant authority. During any term of this Agreement, Contractor shall maintain and produce, upon request by the Director, a record of the date, the approximate amount, and type of any Hazardous Material that is spilled or leaked onto the Airport even if such spill or leak is below any reportable limit or is a *de minimus* quantity.

A. Fuel and Fueling Activities

Trust acknowledges that Contractor, Designated Representatives, and Tanker Representatives may introduce, store, transport, and dispense fuel and other Hazardous Materials on the Airport through the provision of the Services allowed by this Agreement. Contractor shall own all fuel dispensed from the Facility, and all fuel transported to and on behalf of the OANG and be responsible for any Hazardous Material Contamination occurring on the Airport in accordance with this Article. All fuel products and waste generated from the use of these products shall be stored, used, and disposed of in strict compliance with the applicable Environmental Laws.

B. Cleaning solvents and degreasers

Contractor, Designated Representatives, and Tanker Representatives may utilize cleaning supplies, cleaning solvents, and degreasers on the Airport that are reasonably necessary for Contractor's Services herein so long as Contractor, Designated Representatives, and Tanker Representatives manage all products and waste generated from the use of these products strictly in compliance with all applicable Environmental Laws. Chlorinated solvents, perfluoroalkyl substances ("PFAS"), and any compounds reasonably related thereto are prohibited unless disclosed and approved in writing by the Director.

11.03 Compliance with Environmental Law(s) and Regulations

Contractor, Contractor's Designated Representatives, or Tanker Representatives and

agents shall conduct all of their activities: (a) in compliance with Environmental Laws, the environmental provisions of this Agreement, the Trust's rules and regulations and any other applicable laws and regulations; (b) in cooperation with the Trust in the Trust's efforts to comply with applicable Environmental Laws; and (c) in adherence with Best Management Practices applicable to the Contractor's use of the Facilities. In the event of a conflict between any provisions of this Agreement or any Environmental Laws, the more stringent provisions shall govern. Contractor shall be responsible for any applicable permits or licenses necessary for the discharge or runoff associated with its use of the Facilities. If Contractor's or Contractor's Designated Representatives, or Tanker Representatives commercial or industrial activities conducted on the Airport are subject to coverage under the Oklahoma Department of Environmental Quality, General Permit OKR05, or any other necessary permits with any other regulatory agency, Contractor is required to obtain its own permit, or authorization coverage as applicable. Any request for a no exposure certificate shall be communicated in advance with the Trust. Contractor, or Contractor's Designated Representatives, or Tanker Representatives shall provide documentation to Trust evidencing compliance with State and local industrial stormwater programs, and any other applicable environmental regulatory program including, but not limited to, all permits, authorizations, certifications of no exposure, inspection reports, monitoring reports, and spill reports required to be submitted. Contractor, or Contractor's Designated Representatives, or Tanker Representatives, or subcontractors shall include Trust in all communications Contractor has with any state or local environmental regulatory entity regarding Contractor's compliance with state and local environmental regulations regarding the Facilities or the Airport. If Contractor's Designated Representatives, or Tanker Representatives, or subcontractor is conducting any activity at the Airport that is subject to any environmental regulatory program, Contractor is still required to meet the provisions of this subparagraph.

11.04 Hazardous Materials Release

Without limiting the foregoing, if Contractor or its agents, employees, invitees, Contractor's Designated Representatives, or Tanker Representatives or subcontractors should in any manner, leak, discharge, spill or release Hazardous Materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Airport or Facilities, Contractor and its employees, invitees, Contractor's Designated Representatives, or Tanker Representatives or subcontractors shall be strictly liable to the Trust, jointly legally and financially responsible and will incur direct liability pursuant to Environmental Laws. Contractor or its agents, employees, invitees, or contractors shall respond to the Hazardous Materials release in compliance with all Environmental Laws including any required reporting as well as prompt removal of such Hazardous Materials and any resulting Hazardous Materials Contamination with agency oversight as required by Environmental Laws. Notwithstanding any other provisions regarding assignment of this Agreement and in the event of assignment of the Agreement of any portion of the premises covered by this Agreement, then both the Assignee/Assignor, whichever the case may be, shall be jointly responsible to fully comply with this Article whether such Hazardous Materials release or Contamination occurs before, during, or after such assignment of the Services, but said release arises from the use and occupation of the Airport and Facilities by the Assignee/Assignor.

A. Immediate Response

After notifying 9-1-1, Contractor, Contractor's Designated Representatives, or Tanker Representatives, shall immediately notify Airport Operations Center at 405-316-3300 of any release, leak, or spill, as soon as they are known to Contractor, Contractor's Designated Representatives, or Tanker Representatives. Contractor, Contractor's Designated Representatives, or Tanker Representatives shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by Contractor's operations. In the event of a release of Hazardous Material in a reportable amount, Contractor must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

B. Mitigation and Remediation

Contractor shall promptly undertake, at Contractor's sole expense, or cause Contractor's Designated Representatives, or Tanker Representatives to undertake all actions necessary to ensure that any violation of Environmental Laws or violation of the environmental provisions of this Agreement, or any release of Hazardous Material or Contamination caused by Contractor, its officers, directors, employees, agents, contractors, Designated Representatives, or Tanker Representatives, and invitees in any way associated with the Facilities or Airport is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a "No Further Action" determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Contamination. As a basis for obtaining a "No Further Action" determination, Contractor may not rely on any limiting condition or restricted use of the Trust's property unless such conditional or restricted use has been approved in writing by the Trust, in Trust's reasonable sole discretion, prior to the regulatory agency's approval. The Facilities and Airport shall be reasonably returned to the condition existing prior to the introduction of any such Hazardous Material, or as otherwise agreed to by the Trust in its reasonable sole discretion.

Prior to proposing any limiting condition or restricted use as the basis for corrective action or remediation proposal to the regulatory agency, Contractor shall seek the Trust's approval of corrective action or remediation using a risk based corrective action approach to achieve a conditional "No Further Action" or equivalent determination of completion. Should the Trust approve such an alternative risk-based approach in the sole discretion of the Trust, which shall not be unreasonably withheld, then the Contractor agrees that it shall remain liable for, and indemnify and hold harmless Trust from, any environmental costs the Trust may incur in the future in relation to any residual contamination residing on Trust property after Contractor has completed such a risk-based corrective action, which liability and indemnification shall survive the termination of this Agreement without limitation pursuant to Paragraph 11.05 below.

With respect to risk-based cleanup and subject to Contractor's continuing obligation to indemnify Trust for any Hazardous Materials on the Facilities or Airport, the Trust agrees to reasonably approve cleanup criteria and investigation, monitoring, and

remediation activities that comply with Environmental Laws and are consistent with both current commercial/industrial uses at the site as well as the Trust's future development plans for the site. The Trust further agrees that it will not unreasonably withhold approval of any reasonable risk-based, remediation-derived institutional control(s) consistent with the foregoing standard as long as any institutional control(s) are consistent with the Trust's use or intended use of the property.

C. Trust's Rights of Notice, Review and Comment

Contractor shall provide the Trust advance draft(s) of all proposed report, response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the Trust reasonable time of not less than 60 days to submit comment and to provide Trust approvals for any proposed risk-based remediation approaches prior to their submission to the regulatory agencies. Within thirty (30) calendar days following completion of any immediate response, remediation or restoration action required by this Agreement or the Environmental Laws, Contractor shall provide the Trust with a written report outlining, in detail, what has been accomplished.

11.05 Environmental Indemnification

In addition to all other indemnities provided in this Agreement, Contractor agrees to defend, indemnify, and hold the Trust and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the Facilities, the subsurface or the migration of any Hazardous Material from the Facilities to other properties or into the surrounding environment, in each case caused by the Contractor or its operations whether: (a) made, commenced or incurred during the term; or (b) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term; provided, however, Contractor's obligation to indemnify the Trust and City pursuant to this Paragraph shall not apply with respect to either: (a) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; or (b) any Hazardous Material (for which Contractor is not otherwise responsible) clearly demonstrated to have existed prior to this Agreement or be migrating onto the Facilities from some other location through no fault of Contractor.

11.06 Remedies not Exclusive

No remedy provided herein shall be deemed exclusive. The Trust shall be entitled to full reimbursement from Contractor whenever the Trust incurs any costs or experiences any reasonable quantifiable loss or liability resulting from Contractor's use, generation or management of Hazardous Materials on the Airport, including but not limited to, costs of investigation, clean-up or other remedial activities, fines or penalties assessed directly against the Trust, injuries to third persons or other properties, and loss of revenues resulting

from an inability to re-lease or market the property due to its environmental condition, even if such loss of revenue occurs after the expiration or earlier termination of the Agreement.

11.07 Environmental Reporting and Permitting

Contractor shall make available to the Trust, upon request, copies of all Safety Data Sheets ("SDS") for all Hazardous Materials used or stored on the Facilities or Airport. Contractor shall provide the Trust with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any material plan, report, or notice Contractor maintains on the Facilities, or receives from, or provides to, any governmental unit or agency in connection with Contractor's, Designated Representative's, or Tanker Representative's use, generation, or management of Hazardous Materials or the presence, or possible presence, of any Hazardous Materials or Contamination in, on, about, from, or adjacent to the Facilities or Airport. Contractor shall make available to the Trust, upon request, copies of all stormwater-related plans, reports, and compliance documentation as deemed required by state, local or federal laws or regulation.

11.08 Violation of Environmental Laws

If there is a violation of any Environmental Laws concerning the presence, use, generation, storage or other management of Hazardous Materials, Contractor shall promptly take such action as is necessary to mitigate and correct the violation. If Contractor does not act in a prudent and prompt manner, the Trust reserves the right, but not the obligation, to come onto the Facilities, to act in place of the Contractor (Contractor hereby appoints the Trust as its agent for such purposes) and to take such action as the Trust deems necessary to ensure compliance or to mitigate the violation. If the Trust has a reasonable belief that Contractor is in violation of any Environmental Laws, or that Contractor's actions or inactions present a threat of violation or a threat of damage to the Facilities, the Trust reserves the right to enter onto the Facilities and take such corrective or mitigating action as the Trust deems necessary. All reasonable and necessary costs and expenses incurred by the Trust in connection with any such actions shall become immediately due and payable by Contractor upon presentation of an invoice therefor. Interest shall accrue on all unpaid sums at the rate of one and one-half (1.5%) percent per month.

ARTICLE 12. TRUST'S RESERVED RIGHTS

12.01 Airport Development Reservation

Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Contractor from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Trust, would limit the usefulness of the Airport or constitute a hazard to aircraft.

12.02 War or National Emergency

During a time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.

12.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Trust and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Trust by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Contractor shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Trust.

12.04 Right to Inspect

Trust, through its duly authorized agent, shall have at any and all times the full and unrestricted right to inspect Contractor's, Contractor's Designated Representatives, or Tanker Representatives vehicles and fueling process, and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement.

12.05 Reservation of Rights

Trust reserves all rights and remedies that Trust may otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights of remedies.

ARTICLE 13. NONINTERFERENCE WITH OPERATION OF AIRPORT

Contractor covenants and agrees that it will not permit the conduct of any activity or Service which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Contractor use or permit the Facilities, Airport, or the provision of its Services to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity occurs, as described above, the Trust may terminate the Agreement pursuant to Article 18 herein. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction whether to persons, property, operations of the Airport, or to aircraft, the Trust, by and through the Director, may immediately order Contractor Contractor's Designated Representatives, or Tanker Representatives to cease and desist, abate, or correct the condition at Contractor's expense without any prior notice as described in Article 18.

ARTICLE 14. CONDUCT

Contractor, Designated Representatives, Tanker Representatives and agents agree to limit the Service at the Airport to the designated Facilities, OANG's leased premises, the contiguous and direct routes thereto, or to other areas of the Airport allowed by the Trust, by and through the Director in his sole discretion. Contractor is responsible for the actions of Designated Representatives, Tanker Representatives, and agents, and for ensuring those Designated Representatives, Tanker Representatives, and agents are aware of and comply with the terms and conditions of the Agreement. Contractor shall be solely responsible to inform and ensure that any

Contractor, Designated Representatives, or Tanker Representatives observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, rules, proclamations, and standard rules applicable to Contractor or their use of the Airport premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Trust, in connection with the administration of the Airport whether in effect at the time this Agreement is effective or that may be enacted during the term hereof. Contractor further agrees to comply with any declared state of emergency or proclamation thereof and any subsequent revision or new proclamation or declaration, then in effect.

ARTICLE 15. TAXES

To the extent any taxes are assessed pursuant to applicable law, or any assessment is not subject to the Trust's exempt status, Contractor agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed for taxes arising during the term of this Agreement. Contractor shall defend, indemnify, and save the Trust and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

ARTICLE 16. MISCELLANEOUS COVENANTS

16.01 Rules and Regulation Compliance

Contractor, Designated Representatives, and Tanker Representatives shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standard rules applicable to Contractor, Designated Representatives, and Tanker Representatives or Trust for the intended use of the Facilities, and Airport premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport.

16.02 Signs and Advertising

Contractor, Designated Representatives, and Tanker Representatives shall not erect, maintain, or display any signs or other advertising at or on the Facilities or on Airport premises without first obtaining the written approval of the Director.

16.03 Noise or Sound Shock Waves

Contractor hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against Trust or the City for any kind of damages which result from noise or sound shock waves due to aircraft use of the Airport's facilities.

ARTICLE 17. INDEMNITY AND INSURANCE

17.01 Indemnity

Except as otherwise provided in Article 11, Contractor hereby agrees to release, defend, indemnify, and save harmless the Trust and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) of any kind or nature whatsoever in matters resulting from, or arising out of: (a)

Contractor's intentional acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Contractor's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Contractor's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Contractor shall not be liable or be required to release Trust for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Trust, the City, or their officers, Trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

17.02 Liability Insurance

Contractor shall purchase, or cause to be purchased, and maintain in effect during the term of this Agreement with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and Contractor may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

A. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in amounts as prescribed by laws of the State of Oklahoma.

B. Commercial General Liability Insurance

Contractor shall carry a policy of Commercial General Liability Insurance, which must include coverage for aviation exposure, aircraft fueling activities, and contractual liability, to protect the Contractor and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Contractor under the Agreement, whether such activities, omissions, and operations be by the Contractor, subcontractor, or by anyone employed by or acting for the benefit of the Contractor in conjunction with this Agreement in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence.

17.03 Certificates of Insurance

A. Deductibles

Any policy, except Worker's Compensation and Employer's Liability, having a deductible or retained self-insurance that exceeds \$25,000 shall not be allowed unless such insurance program is approved in advance by the Director, such approval shall not be unreasonably withheld. Contractor shall notify the Director immediately if Contractor has deductibles or retains self-insurance in excess of this stated amount. Contractor shall be solely responsible for any allowed deductible

or retained self-insurance amounts. Any elected deductible or self-insured retention of the Contractor will not diminish Contractor's liability under this Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Contractor to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Trust's option. If, during the term of the Agreement, the Contractor's elected insurance program exceeds any approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Contractor which in the Director's sole discretion may impact the Contractor's ability to satisfy any deductible or retained self-insurance, then the Director may require Contractor to take such reasonable actions to ensure first dollar of loss coverage to the Trust and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.

B. Form of Certificate

Certificate(s) of Insurance, acceptable to the Trust, in the form as shown on Exhibit "A," attached to Agreement or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Trust in conjunction with the signed Agreement.

C. Additional Insured

The Certificates of Insurance shall name Contractor as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (including any actual policy endorsement numbers) on any general liability insurance policy, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to the primary coverage of the Contractor. Copies of additional insured or notice provision endorsements shall be submitted to the Trust along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Trust as an additional insured shall be made available for review by the Trust or the City at the Trust's principal place of business on a timely basis when requested.

D. Notice of Change in Policy

Contractor must provide the Trust at least thirty (30) days prior written notice of any cancellation or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For the purpose of this provision, a material change shall be considered any deductible or self-insurance that exceeds \$25,000 or any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

E. Signatory

The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the certificate with proof that he/she is an authorized representative thereof.

F. Contractual Liability

The Certificate of Insurance for the Commercial General Liability Insurance shall also include evidence of coverage for Contractor's contractual liabilities as required herein. In the event the Certificate of Insurance does not delineate coverage for Contractor's contractual liabilities or the Contractor's insurance policy does not provide sufficient coverage for the Contractor's contractual obligations contained in this Agreement, Contractor agrees that Contractor's contractual obligations to the Trust are not diminished by the Contractor's elected insurance provisions.

ARTICLE 18. TERMINATION FOR EVENTS OF DEFAULT

18.01 Termination by Trust

In the event that Contractor shall fail to perform, keep, and observe any of the terms, covenants, or conditions to be performed, kept, and observed ("Event of Default"), Trust may terminate this Agreement. Prior to termination for non-monetary Events of Default, Trust shall give thirty (30) days written notice to Contractor to use due diligence to correct such condition or Event of Default. If Contractor shall not abate or correct such condition or Event of Default for thirty (30) days after receipt of such notice, or such other time as agreed to in writing by the Trust, by and through the Director, the non-defaulting party may terminate this Agreement after giving ten (10) day termination notice and the term hereby demised shall thereupon cease and expire at the end of such ten (10) day notice period in the same manner and effect as if it were the expiration of the lease term. Prior to termination for Events of Default for the non-payment of rental, fees or other monies as set forth in this Agreement and also known as monetary Events of Default, the Trust shall give thirty (30) days written notice to Contractor to pay said delinquent amount and if said amount is not paid in full by the expiration of the thirty (30) day notice period, Trust, by and through the Director may elect to immediately terminate the Agreement without further notice or time to cure provided to the other party.

18.02 Meeting

Within the thirty (30) day notice period set forth in Paragraph 18.01 for monetary or non-monetary Events of Default, the parties may meet to discuss and to try to resolve any Events of Default in lieu of termination of this Agreement.

18.03 Monies Due After Termination

No termination of this Agreement shall relieve the Contractor of Contractor's obligations and liabilities under this Agreement, all of which shall survive any such termination. In the event of any such termination, Contractor shall pay to Trust the fees and other sums and charges to be paid by Contractor up to the time of such termination.

18.04 Strict Performance

No failure by Trust to insist upon the strict performances of any term hereof or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any such term.

18.05 Breach

In the event of any breach or threatened breach by Contractor of any of the terms contained in this Agreement, Trust shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise, except this Agreement shall be terminated only in the manner set forth herein.

ARTICLE 19. REMOVAL OF FUEL OR PERSONAL PROPERTY

It is mutually covenanted and agreed that any fuel brought on the Airport by the Contractor or at the Contractor's direction following written approval by the Director and not already placed into aircraft or any other personal property of the Contractor, or the OANG, that is brought on the Airport, shall be removed by the Contractor at the termination or expiration of this Agreement. Should Contractor fail to remove said fuel or personal property by the termination or expiration of this Agreement, unless such other time is agreed to by the parties in writing, the Trust may cause the removal of all or any portion of such fuel or property at the sole risk and expense of the Contractor.

ARTICLE 20. ASSIGNMENT

Contractor shall not assign this Agreement or any interest therein in whole or in part. Any attempt at assignment shall be null and void and a violation of the terms herein.

ARTICLE 21. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor 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.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used, or possessed by the Contractor and the Trust remains obligated to the Federal Aviation Administration.

ARTICLE 22. CIVIL RIGHTS TITLE VI ASSURANCE

22.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- A. Compliance with Regulations
The Contractor (hereinafter includes consultants) 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
The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Contractor 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 the Contractor 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 the Contractor of the Contractor'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
The Contractor 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 a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Trust will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
1. Withholding any payments to the Contractor under the Agreement until the Contractor complies; and/or
 2. Cancelling, terminating, or suspending an Agreement, in whole or in part.
- F. Incorporation of Provisions
The Contractor will include the provisions of Paragraph 22.01, 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. The Contractor 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 the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

22.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, 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 (Nondiscrimination 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;
- 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. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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 Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 (42 U.S.C. §§ 12131 – 12189) 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, which 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 to 74100];
- 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.*).

ARTICLE 23. GENERAL CONDITIONS

23.01 Notices

Notices or other communications to Trust or Contractor pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and irrefutably 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 irrefutably deemed received the next business day following the date it was sent if the recipient refused proper delivery; c) facsimile transmission and irrefutable 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:

For the Trust: Oklahoma City Airport Trust
 Will Rogers World Airport
 7100 Terminal Drive, Unit 937
 Oklahoma City, Oklahoma 73159-0937
 Email: wrwabusinessproperties@okc.gov

For the Contractor: Glenn Oil Company, LLC
 102 East "D" Avenue
 Lawton, Oklahoma 73501
 Email: marksglenn@att.net

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 23.01.

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 Contractor or Trust may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

23.02 Non-Waiver

The waiver by Trust of any breach of the Contractor 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.

23.03 Binding Effect

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

23.04 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.

23.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and the Contractor concerning the Agreement at the Airport and all agreements of Trust and of Contractor with each other, and neither Trust nor Contractor 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 Contractor.

23.06 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.

23.07 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 day.

23.08 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.

23.09 Construction and Enforcement

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

23.10 Venue

The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.

23.11 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.

23.12 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.

23.13 Subordination to Bond Indenture

This Agreement and all rights granted to Contractor hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation, or assignment made by the Trust in the Bond Resolution executed by the Trust. The Trust expressly reserves the right to make such pledge and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of bonds.

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

Remainder of page intentionally left blank

GLENN OIL COMPANY, LLC, DBA
GLENN OIL CO.

Mark Glenn

Signature

MARK GLENN

Printed Name

MANAGING MEMBER

Title

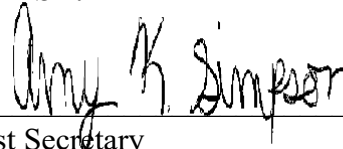
APPROVAL RECOMMENDED:



Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 25TH day of JANUARY, 2024.

ATTEST:



Trust Secretary




OKLAHOMA CITY AIRPORT TRUST




Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – FORM OF CERTIFICATE OF INSURANCE

 OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE		PROJECT OR CONTRACT NUMBER: _____		
ISSUE DATE: _____				
PRODUCER ADDRESS	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW. COMPANIES AFFORDING COVERAGE COMPANY A LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER			
INSURED ADDRESS				
COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY _____ OCCURRENCE _____ CLAIMS MADE _____ AND TAIL _____ COVERAGE _____ CONTRACTUAL _____ LIABILITY _____ Ded/SIR \$ _____				GENERAL AGGREGATE BODILY INJURY (Per Person) PROPERTY DAMAGE (Per Accident) EACH OCCURRENCE MEDICAL EXPENSES (Any One (1) Person) COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH OCCURRENCE AGGREGATE
VALUABLE PAPERS INSURANCE (If required by Contract)				
EXCESS LIABILITY (If required by Contract)				
OTHER (If required by Contract)				
DESCRIPTION OF OPERATION(S)/VEHICLES/SPECIAL ITEMS THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.				
CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937		CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE TELEPHONE NUMBER _____		

**CERTIFICATE OF INSURANCE EXPLANATION OF
THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation, reduction in coverages (other than an aggregate limit provision reduction) or nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract. Neither the named insured nor its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations, or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

EXHIBIT B – CONTRACT SPE605-24-D-4507

[INCORPORATED HERETO BY REFERENCE]

EXHIBIT C – FUEL SUPPLIER CONTRACT

[INCORPORATED HERETO BY REFERENCE]



GLENOIL01C

JCHAPMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2023

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 INSURICA of Lawton PO Box 949, Lawton, OK 73502 10 SW 2nd Street, Ste 1 Lawton, OK 73501	CONTACT NAME: Jennifer Chapman, CISR, CIC		
	PHONE (A/C, No, Ext): (580) 585-4025	FAX (A/C, No): (580) 353-7184	
	E-MAIL ADDRESS: Jennifer.Chapman@INSURICA.com		
INSURED Glenn Oil Company, LLC P. O. Box 125 Lawton, OK 73502	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : CompSource Mutual Insurance Company		36188
	INSURER C :		
	INSURER D :		
	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK2521717	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<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			PHPK2521717	3/1/2023	3/1/2024	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB852500	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01011096231	3/1/2023	3/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is additional insured on the general liability and auto liability in respects to GL Form#PI-GLD-FDL and Auto Form# PI-FDL-001 if required by written contract subject to all the provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and Oklahoma City Airport Trust
7100 Terminal Drive, Unit 937
Oklahoma City, OK 73159-0937

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