



LEASE AGREEMENT

between

THE OKLAHOMA CITY AIRPORT TRUST

and

FREYMILLER AVIATION LLC

Effective Date: September 1, 2024

Lease Agreement

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LEASE AGREEMENT

This Lease Agreement ("Lease Agreement"), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust ("Lessor") and Freymiller Aviation LLC ("Lessee"), an Oklahoma domestic limited liability company,

W I T N E S S E T H:

WHEREAS, the Lessor leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City ("City") known as the Wiley Post Airport ("Airport") which is located in Oklahoma County, Oklahoma; and

WHEREAS, Midland Financial ("MidFin"), through various assignments, has a Lease Agreement with the Lessor, dated October 26, 2005 ("Original Lease"), for the use of the Leased Premises (as defined herein) for a hangar, aeronautical office space, and associated apron ("Hangar 23") on the Airport; and

WHEREAS, as of the Effective Date (as defined herein) the Lessee purchased Hangar 23 with its associated apron, and aeronautical office space from MidFin; and

WHEREAS, MidFin's Original Lease only has a few years remaining on its term and Lessee desires to have a lease for a longer period with the Trust; and

WHEREAS, the Lessor and MidFin agree to terminate the Original Lease as of the Effective Date and for Lessor and Lessee to enter into a new long-term ground lease on the Effective Date for the Lessee to operate a corporate hangar facility and associated aeronautical office space for the storage and maintenance of Lessee's exclusively owned aircraft rather than for Lessee to take a short-term assignment of the Original Lease; and

WHEREAS, the Leased Premises has a Self-Fueling Facility that was previously owned and maintained by the Lessor but operated by MidFin and the parties desire to terminate MidFin's operational responsibilities for the Self-Fueling Facility and its corresponding Fuel Storage Agreement, dated October 25, 2005 ("Original Fuel Agreement") with the approval of this Lease Agreement; and

WHEREAS, the Lessor has agreed that the Director may execute all documents necessary to cause the transfer of the ownership and maintenance of the Self-Fueling Facility on the Hangar 23 Leased Premises to the Lessee after Lessee's Authorized Aircraft (as defined herein) terminates its Part 135 certification and all Authorized Aircraft utilizing the Self-Fueling Facility operates strictly as a Part 91 aircraft and Lessee shall have 30 days from transfer to register the Self-Fueling tank with the OCC and the Oklahoma City Fire Marshall and provide such documents to the Director; and

WHEREAS, the Original Fuel Agreement terminates with the approval of this Lease Agreement; and

WHEREAS, following the transfer of the ownership of the Self-Fueling Facility to the Lessee and the appropriate registrations complete, the Lessee and Lessor shall enter into a separate Fuel Storage Agreement ("Fuel Agreement") before any Authorized Aircraft may be fueled from the

Self-Fueling Facility and said Fuel Agreement shall run coterminous with this Lease Agreement; and

WHEREAS, the Lessee and Lessor desire to enter into this Lease Agreement to set out the terms and conditions for the lease of the premises and operation of the hangar/office facility on the Airport as more specifically hereinafter set forth.

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

ARTICLE 1. DEFINITIONS

1.01 Definitions

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used elsewhere in this Lease Agreement:

- A. “Airport Interference” shall mean any action or activity that endangers or interferes with the takeoff, landing or maneuvering of any aircraft; causes or creates electrical interference with or otherwise obstructs any communication with the air navigation tower; obstruction or interference with any systems and facilities of Lessor or other tenants at the Airport or commercial licensed telecommunications providers; makes it difficult for flyers to distinguish between airport lights and others; impairs visibility in the vicinity of the Airport, or interferes with the services provided by any Airport communications concessionaire.
- B. “Authorized Aircraft” shall mean general aviation aircraft that is exclusively owned or exclusively leased by the named Lessee and is approved by the Trust. Authorized Aircraft shall only include aircraft that are operated as general aviation aircraft according to Federal Aviation Regulations (“FAR”) Part 91. Authorized Aircraft may not engage in any commercial or for hire operations such as Parts 121, 125, or 135 of the Federal Aviation Regulations. Due to design limitations of Taxiway A-5, no Authorized Aircraft may be bigger than Group 2 aircraft or weigh more than 50,000 pounds. All Authorized Aircraft shall be listed by manufacturer name, N-number, serial number, FAA Registered Owner, and Lessee on Exhibit D.
- C. “Aviation Fuel” shall mean Jet-A grade fuel for aircraft use.
- D. “Communications Equipment” shall mean any wireless network, wireless telephone, satellite dishes, antenna, cellular antennae or related cellular equipment, fiber optic lines, conduits, or cabling, overhead or underground conduits, cabling, power lines, distribution systems communications, meteorological, aerial navigation, distributed antenna system (DAS), UHF and VHF radio system, internet access equipment or systems, or other such similar related equipment or systems.
- E. “Director of Airports” or “Director” shall mean the person designated by the Oklahoma City Airport Trust to exercise functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Lease Agreement. Said term shall also include any person expressly delegated by the Director of Airports

to exercise functions with respect to the rights and obligations of the Director of Airports under this Lease Agreement.

- F. “Effective Date” shall mean September 1, 2024, and shall be the date on which the Lease Agreement commences and the Lease Period begins.
- G. “Event of Default” shall mean failure to perform, keep, and observe any of the terms, covenants, or conditions to be performed, kept, and observed under this Lease Agreement.
- H. “FAA” shall mean the Federal Aviation Administration of the United States Government, or any Federal agency succeeding to its jurisdiction.
- I. “Facilities” shall mean the hangar facility on the Leased Premises consisting of one (1) approximately 18,061 square foot hangar with office space, with associated pavement for apron, sidewalk, driveways, connectors, and vehicle parking areas, and the Self-Fueling Facility as described herein, as well as any required detention and drainage areas, connectors to any taxilane/taxiway, and security fencing as is necessary for Lessee’s operations on the Leased Premises.
- J. “Force Majeure” shall mean circumstances that significantly and unreasonably inhibit a party’s ability to perform a requirement of this Lease Agreement and such circumstances are beyond a party’s reasonable control, including, without limitation, fires, floods, tornados, labor disputes, war, acts of terrorism, or acts of God.
- K. “Ground Rent” shall mean the annual rent paid monthly to the Lessor during the Lease Period for the use of the Leased Premises.
- L. “Lease Period” shall mean the initial term of the Lease Agreement and shall be for a period of twenty (20) years from the Effective Date of this Lease Agreement.
- M. “Leased Premises” shall mean the area of the Airport that the Lessee shall lease and operate in accordance with this Lease Agreement. The Leased Premises contains approximately 121,416 square feet or 2.7873 acres, more or less. The Leased Premises is further described and depicted on Exhibit A.
- N. “Minimum Standards” shall mean the Minimum Standards for Aeronautical Activities and Leasing of Land and Facilities at Oklahoma City Airports effective January 1, 2023, or as the same shall be subsequently amended from time to time.
- O. “Minor Alteration(s)” shall mean alterations or improvements to the interior of any previously approved facility or building on the Leased Premises that (a) do not increase the height or exterior footprint of the Facilities, (b) do not result in any Airport Interference, and (c) are performed and constructed in compliance with all applicable laws, statutes, ordinances, codes, rules, and regulations of governmental authorities having jurisdiction.

- P. “Minor Repairs” shall mean Lessee’s normal maintenance and repairs in the performance of the requirements of Article 9 and of replacements of obsolete, worn out or unusable equipment and fixtures.
- Q. “Permitted Use” shall mean the right to use the Leased Premises for the sole purpose of operating a corporate hangar for the storage and maintenance of Lessee’s privately-owned Authorized Aircraft. Permitted Use does not include the use for any residential, retail, industrial, or manufacturing use or purpose unless otherwise specified herein.
- R. “Self-Fueling Facility” shall mean a facility that has a 10,000 gallon above-ground fuel grade storage tank for the storage of Aviation Fuel, and any associated piping, pumping, and dispensing equipment. At a minimum, the above ground storage tank shall be double walled, fire resistant, meet the requirement of UL 2085 or such other pertinent standard agreed to by the Director, and protected from physical damage by appropriate bollards and fencing. The tank shall be at least 50’ from any lease boundary line, building, utility main, dispenser. The Self-Fueling Facility shall be inspected and permitted by the Oklahoma Corporation Commission and Lessee shall have an operational permit for any fuel storage tank from the Oklahoma City Fire Department. Ownership of the Self-Fueling Facility located on the Leased Premises will transfer by letter of the Director on behalf of the Trust to the Lessee within 30 days of Lessee providing notice that Lessee’s Authorized Aircraft has terminated with FAA its operations and certification under 14 CFR Part 135.
- S. “Standard for Repair” shall mean a standard which requires that repairs, maintenance, construction, and other work to the Leased Premises or Facilities by the Lessee (a) shall not have a material adverse effect on the use, operations, or value of the Leased Premises and Facilities, (b) shall not cause the Leased Premises or Facilities to be in material violation of any applicable laws, statutes, ordinances, codes, rules, or regulations of government authorities having jurisdiction or rules and regulations applicable to or of the Airport, (c) shall comply with Articles 9 and 11, (d) be performed in a good and workmanlike manner without material defects and of a quality that is equal to or better than the quality of the Leased Premises or Facilities, as applicable; provided however a temporary short-term obstruction or condition of 30 days or less, unless a longer period is agreed to by the parties, as a result of any of the foregoing repair, maintenance, construction and other work, which may cause inconvenience while such work is being performed, but does not unreasonably interfere with access to or operation of the Leased Premises or Facilities, and does not cause the Leased Premises or Facilities to be in violation or any applicable laws, statutes, ordinances, codes, rules, or regulations of governmental authorities having jurisdiction of those applicable to or of the Airport shall not be a violation of the Standard for Repair, and/or (e) shall not create Airport Interference.
- T. “Termination Date” shall mean the date on which the Lease Period terminates which shall be 20 years from the Effective Date.

1.02 Interpretation

- A. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Lease Agreement refer to this Lease Agreement.
- B. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- C. Any headings preceding the text of the articles and paragraphs of this Lease Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction, or effect.
- D. Words importing the singular shall include the plural and vice versa.
- E. Capitalized words or terms other than paragraph or article headings and names of persons are technical and pertain strictly to this Lease Agreement and are defined in Article 1.

1.03 Incorporation of Exhibits

The following Exhibits are hereby made a part of this Lease Agreement:

- Exhibit A – Leased Premises Description
- Exhibit B – Form of Certificate of Insurance
- Exhibit C – Form Bill of Sale
- Exhibit D – Authorized Aircraft

ARTICLE 2. LEASED PREMISES AND FACILITIES

Lessor does hereby provide, demise, and lease to Lessee, and Lessee does hereby accept and lease from Lessor, the Leased Premises on which Lessee may operate the Facilities for the Permitted Use in accordance with this Lease Agreement.

ARTICLE 3. TERM AND TITLE TO FACILITIES

3.01 Termination of the Original Lease

Commencing on the Effective Date of this Lease Agreement, the Original Lease and the Original Fuel Agreement with MidFin shall terminate.

3.02 Lease Period

The Lease Agreement shall commence on the Effective Date and shall terminate on the Termination Date, which shall collectively be known as the Lease Period. Provided, however, it is understood and agreed that this Lease Agreement may be subsequently approved by the City of Oklahoma City, as the successor in interest to the Lessor, but said approval shall be subject to the same Effective Date.

3.03 Compliance with Applicable Federal, State, or Local Law or Regulation

During the Lease Period, the provisions of this Lease Agreement shall be modified as necessary to affirm compliance requirements with applicable federal, state, or local law or regulation.

3.04 Title to Facilities

Any other provision of this Lease Agreement notwithstanding, it is understood and agreed by the parties that title to and use of the Facilities shall be, and remain, exclusively in Lessee through October 31, 2031. Commencing on November 1, 2031, title to the Facilities shall transfer to the Lessor free and clear of any liens or encumbrances.

ARTICLE 4. PURPOSE AND USE OF THE LEASED PREMISES

4.01 Permitted Use

Lessee shall have the right and privilege of the use and occupancy of the Leased Premises only for the Permitted Use authorized herein. Lessee shall never use the Leased Premises for any other purpose. As consideration for this right and privilege, Lessee agrees and is hereby obligated to maintain and operate said Facilities and Leased Premises in accordance with the terms and conditions set forth herein.

4.02 Restrictions on Use of the Leased Premises

Lessee's use of the Facilities and Leased Premises are subject to the following conditions:

- A. Hangars may only be used for aviation-related purposes or for the operation or maintenance of aircraft.
- B. All aircraft stored in the Facilities shall be operated under Part 91 of Title 14 of the Code of Federal Regulations. The Facilities may not be utilized for the storage of commercial aircraft. An aircraft shall be deemed to be a "commercial" aircraft if the same is used or operated for the purpose of generating revenue under an air carrier or commercial license.
- C. No fuel, flammable materials, or debris of any kind may be stored within a hangar except for those materials typically utilized in aircraft hangars and associated offices, and then only when and to the extent permitted by Article 12.
- D. Welding or spark-producing activities, or the use of open flames of any kind are strictly prohibited.
- E. All hangars and Facilities shall have adequate fire extinguishers and fire suppression systems, where required by code.
- F. Overhead hoisting assemblies such as cranes, winches, or block and tackle are prohibited.
- G. The Facilities and Leased Premises shall not be used for the storage of vehicles, automobiles, recreational vehicles, travel trailers, motorcycles, or boats. Vehicles may only be parked in the designated parking areas or in the hangar only when the Lessee is present or while the Lessee is in-flight. Extended vehicular parking is prohibited.
- H. Aircraft will not be permitted to taxi in or out of the hangar Facilities under power and any type of aircraft engine running activities in or directly adjacent to the Facilities are not permitted.
- I. The use of the Facilities or the Leased Premises storage of any non-aeronautical items is prohibited.

- J. Disabled or derelict aircraft may not be stored in the Facilities and shall be removed immediately from the airport and airfield.
- K. Only minor maintenance and services on Authorized Aircraft may be performed inside the hangar or on the apron. Major maintenance or aircraft overhaul is prohibited on the Leased Premises.
- L. Ground service equipment, tugs, towbars, or any other allowed equipment shall be maintained and stored indoors.
- M. All grease, oil, and other aircraft fluids should be stored indoors when reasonably practical.
- N. Malfunctioning aircraft or equipment shall be removed from aircraft operations areas immediately and any spill or leak from equipment or aircraft shall be mitigated and repaired as soon as practical, and any spill remediated in accordance with Article 12.
- O. Any wash rack, catch basin(s), oil/water separator, grit traps, or grease/oil trap on the Leased Premises shall be routinely inspected and maintained regularly.
- P. Drains on the Leased Premises shall be permitted for connection to the sanitary sewer mains by the City and avoid runoff into the stormwater system.
- Q. Routine inspections should be conducted across the Leased Premises for leaks, spills, stains.
- R. There shall be no painting or stripping of paint for aircraft on the Leased Premises.
- S. Dumpster and roll off containers should have lids and not leak.
- T. No outdoor washing or cleaning of aircraft, ground service equipment or other equipment is allowed on paved and impervious surfaces without proper containment and discharge directly to the sanitary sewer. All such activities shall be conducted on grassy, unpaved surfaces if containment and discharge to the sanitary sewer is not practical or feasible.
- U. Hosing down aprons, hangar floor, or other locations which results in discharge to stormwater is not allowed. Any wastewater run off shall be discharged to the sanitary sewer by permit only.

4.03 Setbacks or other Restrictions

The use of the Leased Premises are subject to all existing and future building setbacks, easements, restrictions, object free areas, and/or covenants whether or not the same are filed of record. The Leased Premises is currently subject to:

- A. An object free area (no objects, structures, or aircraft) of 62 feet from the taxiway centerline for Taxiway A-5.
- B. Any setback required by applicable building, health, or safety codes.
- C. No aircraft shall be located on the Leased Premises at any time that exceeds any weight bearing capacity or having a wingspan that extends past the object free area associated with any taxiway or taxilane providing ingress or egress to the Leased Premises as described in AC 150/5300-13B or as the same may be subsequently amended or replaced. Due to design limitations of Taxiway A-5, no aircraft may be bigger than Group 2 aircraft or weigh more than 50,000 pounds.

4.04 Commercial Activities

No commercial activities, sales, or other enterprise shall be permitted within or conducted

on the Leased Premises or adjacent to the Facilities unless specifically identified as a Permitted Use. Commercial activity shall mean and include, but not be limited to, the use of the Leased Premises or the Facilities for monetary remuneration or some exchange of in-kind benefit. Lessee shall not engage or allow others to engage in any private refueling of aircraft within the Leased Premises.

4.05 Authorized Aircraft

Only Authorized Aircraft set forth on Exhibit D shall be stored on the Leased Premises or receive fuel from the Self-Fueling Facility. Any changes or modifications to the list of Authorized Aircraft must be approved in writing by both parties before it shall become effective. Any new aircraft of the Lessee must be exclusively owned or exclusive leased by a named Lessee and added to Exhibit D by the parties before obtaining fuel from the Self-Fueling Facility. Authorized Aircraft may only fuel from the Self-Fueling Facility when a Fuel Agreement with the Trust is in effect.

ARTICLE 5. RENTALS

5.01 Lease Period: Ground Rent

Commencing on the Effective Date and during the Lease Period, Lessee shall pay the Lessor Ground Rent which is calculated on a per square foot basis for the total square footage of land area contained in the Leased Premises. Beginning on January 1, 2025 and through the remainder of the Lease Period, the annual rent for the total square footage contained in the Leased Premises shall escalate by \$0.01 per square foot every year thereafter for the remainder of the Lease Period.

BEGIN DATE	END DATE	SQUARE FEET	RATE	ANNUAL RENT	MONTHS	MONTHLY RENT
09/01/2024	12/31/2024	121,416	0.21	25,497.36	4	2,124.78
01/01/2025	12/31/2025	121,416	0.22	26,711.52	12	2,225.96
01/01/2026	12/31/2026	121,416	0.23	27,925.68	12	2,327.14
01/01/2027	12/31/2027	121,416	0.24	29,139.84	12	2,428.32
01/01/2028	12/31/2028	121,416	0.25	30,354.00	12	2,529.50
01/01/2029	12/31/2029	121,416	0.26	31,568.16	12	2,630.68
01/01/2030	12/31/2030	121,416	0.27	32,782.32	12	2,731.86
01/01/2031	12/31/2031	121,416	0.28	33,996.48	12	2,833.04
01/01/2032	12/31/2032	121,416	0.29	35,210.64	12	2,934.22
01/01/2033	12/31/2033	121,416	0.30	36,424.80	12	3,035.40
01/01/2034	12/31/2034	121,416	0.31	37,638.96	12	3,136.58
01/01/2035	12/31/2035	121,416	0.32	38,853.12	12	3,237.76
01/01/2036	12/31/2036	121,416	0.33	40,067.28	12	3,338.94
01/01/2037	12/31/2037	121,416	0.34	41,281.44	12	3,440.12
01/01/2038	12/31/2038	121,416	0.35	42,495.60	12	3,541.30
01/01/2039	12/31/2039	121,416	0.36	43,709.76	12	3,642.48
01/01/2040	12/31/2040	121,416	0.37	44,923.92	12	3,743.66
01/01/2041	12/31/2041	121,416	0.38	46,138.08	12	3,844.84
01/01/2042	12/31/2042	121,416	0.39	47,352.24	12	3,946.02
01/01/2043	12/31/2043	121,416	0.40	48,566.40	12	4,047.20
01/01/2044	08/31/2044	121,416	0.41	49,780.56	8	4,148.38

5.02 Facility Rent

Commencing on November 1, 2031, with transfer of title to the Lessor pursuant to Paragraph 3.04, Lessee shall pay monthly to the Lessor, an annual Facility Rent for the use of the Lessor's Facilities. Facility Rent was based on an appraisal of the Facilities near the time of the Effective Date but because the Lessee will remain solely responsible for the maintenance obligations on the Lessor's Facilities after title transfer, the annual Facility Rent, as calculated on the Effective Date based on an appraisal, has been reduced but shall escalate at 2% per year from the previous year's building rent. Facility Rent shall be paid as follows:

BEGIN DATE	END DATE	RATE	ANNUAL RENT	MONTHS	MONTHLY RENT
11/01/2031	12/31/2031	2%	72,483.32	2	6,040.28
01/01/2032	12/31/2032	2%	73,932.96	12	6,161.08
01/01/2033	12/31/2033	2%	75,411.60	12	6,284.30
01/01/2034	12/31/2034	2%	76,919.88	12	6,409.99
01/01/2035	12/31/2035	2%	78,458.28	12	6,538.19
01/01/2036	12/31/2036	2%	80,027.40	12	6,668.95
01/01/2037	12/31/2037	2%	81,627.96	12	6,802.33
01/01/2038	12/31/2038	2%	83,260.56	12	6,938.38
01/01/2039	12/31/2039	2%	84,925.76	12	7,077.15
01/01/2040	12/31/2040	2%	86,624.28	12	7,218.69
01/01/2041	12/31/2041	2%	88,356.72	12	7,363.06
01/01/2042	12/31/2042	2%	90,123.84	12	7,510.32
01/01/2043	12/31/2043	2%	91,926.36	12	7,660.53
01/01/2044	08/31/2044	2%	93,764.88	8	7,813.74

5.03 Prorated Rates and Fees

In the event the rates or fees herein do not commence on the first day of the month or the Termination Date ends on the last day of the month, then any rents or fees due under this Article shall be prorated for the number of remaining days in the month.

ARTICLE 6. DELINQUENT RENTS AND FEES

6.01 Due Date

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

6.02 Delinquency Charges

It is hereby agreed by and between the Lessor and Lessee that should Lessee 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 rent and/or compensation for the Leased Premises and shall become due and payable to, and received by, Lessor on or before the last day of each month of the term hereof.

ARTICLE 7. BOOKS AND RECORDS RETENTION

In order to ensure that the Trust, by and through the Director, is able to adequately monitor the Lessee's performance under the terms of this Lease Agreement, the Lessee will keep and maintain true and accurate records relating to the service provided herein or purpose and use of the Leased Premises in accordance with generally accepted accounting principles, and will make the same readily available for examination by the Director during normal business hours during the term of this Lease Agreement and shall be maintained for a period of no less than five (5) years after the end of the term of this Lease Agreement.

ARTICLE 8. INGRESS AND EGRESS

8.01 Access to Leased Premises

Upon paying the rent and fees hereunder and performing the covenants of this Lease Agreement, the Lessee shall have the right of ingress to and egress from said Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway, taxiways, taxi lanes, and runways provided by Lessor, serving said Leased Premises jointly with other tenants on the Airport; and the Lessee shall not interfere with the rights and privileges of other persons or firms using said roadway, taxiways, taxi lanes, and runways.

8.02 Utility Connections

During the term of this Lease Agreement and subject to Article 15, Lessee shall have the right and privilege, at its own cost and expense and in common with others authorized to do so, to connect to existing utilities located on or adjacent to the Leased Premises for purposes of maintaining utility services to the Leased Premises; provided, however, the Lessee's connection to existing utilities shall not materially interfere with the rights and privileges of other persons using such easements.

ARTICLE 9. LESSEE'S MAINTENANCE AND REPAIR OBLIGATIONS

9.01 Lessee Obligation

Lessee, at its exclusive cost and expense, shall be solely responsible for all maintenance and repair needs of the Leased Premises and Facilities during the entire Lease Period which shall include, but are not limited to, all structure, structural, interior finishes, mechanical/HVAC, electrical, plumbing, pavement, roof, fencing, landscaping, and exterior finishes. The Lessee shall likewise be responsible for any entranceways, landscaping, and mowing of any rights of ways to any curb line that is located off and adjacent to the Leased Premises, but that serves the Leased Premises. The Lessee has examined the Leased Premises and the Facilities and accepts them in their present "as-is" condition. Unless otherwise expressly provided in Article 10, Lessor has no obligation to provide any maintenance or to make any improvements, alterations, or repairs to the Leased Premises or Facilities.

9.02 Joint Inspection

No later than February 2, 2030 and then again two years prior to the expiration of the Lease Period, Lessee and Lessor representatives shall conduct a joint inspection of the Facility and/or Leased Premises to determine any needed repairs and other maintenance items to be accomplished by the Lessee, as mutually agreed by Lessor and Lessee, within the following year from such anniversary date in the performance of the Lessee's obligations under this Lease Agreement or within such other time agreed to and confirmed in writing by the Lessee and Lessor. Such repairs shall be commenced and completed in a timely manner in order to prevent damage or deterioration. No alterations or repairs shall be made in or on said Leased Premises except as provided in Article 11 hereof.

9.03 Maintenance and Standard of Repair

The Lessee shall always maintain the Leased Premises and Facilities in a safe, clean, neat, attractive, and healthful condition and shall not permit the accumulation of any trash or debris or allow the Leased Premises or Facilities of the Airport to be in a state of disrepair

or unkept condition. If said Leased Premises and Facilities are not maintained, kept in a safe, clean, neat, attractive, and healthful condition, or in compliance with the Standard for Repair, the Lessor may terminate this Lease Agreement as an Event of Default pursuant to, and in accordance with all notice and cure periods set forth in Article 21 herein.

ARTICLE 10. LESSOR'S MAINTENANCE AND REPAIR OBLIGATIONS

The parties agree that Lessor has no maintenance and repair obligations on the Leased Premises or the Facilities. Lessor will maintain the Airport in accordance with the requirements of the FAA and will only perform snow removal on runways, taxiways, and terminal apron in accordance with Lessor's Snow Removal Plan for the Airport.

ARTICLE 11. ALTERATIONS AND REPAIRS TO PREMISES

11.01 Director Approval

The Lessee may make any Minor Alterations and Minor Repairs to the Facilities or Leased Premises without the Director's approval but Lessee shall not otherwise construct, install, remove, modify, alter and/or repair any building, structure, Facilities, or Leased Premises hereunder without prior written approval of the Director, such approval may not be unreasonably withheld, conditioned, or delayed, but may be contingent upon approval of plans and specifications for the proposed project as well as other Lessor considered necessary condition(s) similar to the approval process in the Construction Agreement.

11.02 Repairs by Licensed Tradesmen and Skilled Craftsmen

Any repairs or alterations to any utility servicing the Leased Premises or to any electrical, mechanical, plumbing equipment, or to the heating and air conditioning system shall be made by licensed tradesmen. All other repairs required of Lessee shall be made by skilled craftsmen who perform such work regularly as a trade. Lessee is required to obtain and pay for any and all inspection fee(s), permit(s), or license(s) required before making any repairs.

11.03 Improvements

Premises, the use thereof shall be enjoyed by Lessee during the remaining Term of this Lease Agreement without the payment of additional fees therefor, but such alteration or improvements shall become the property of Trust at the time described in Paragraph 3.05.

11.04 FAA Approval/Form 7460-1/Air Space Study

If applicable, Lessee shall, at its sole initiative and cost, complete the FAA's Form 7460-1, "Notice of Proposed Construction or Alteration" and provide the completed form to the Director for review and submittal to the FAA for an air space determination study. The FAA's air spacing determination must be received by the Airport prior to commencement of construction or alteration of the Facilities. If the FAA indicates any impacts, no construction or operations may begin or continue under this Lease Agreement until the impact(s) are alleviated, or determined to be manageable, to the satisfaction of the Director. The Director will not authorize any construction or authorization as specified in this Article until impacts are resolved or mitigated.

11.05 Soil Management

Lessor and Lessee shall discuss soil management for all construction activities prior to their approval of a project; provided however, the Lessor reserves the right to limit soil removal activities or to require the Lessee to dispose of soil excavated for Lessee's project in an appropriate landfill. In the event of landfill disposal, the Lessee shall be considered the generator for purposes of disposal.

ARTICLE 12. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

12.01 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 Lessee's activities, including but not limited to the more stringent of the practices identified for Lessee'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, pavement and aircraft deicing materials, 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.

12.02 Hazardous Material(s)

Lessee hereby covenants not to permit or introduce [or to allow any sublessee to permit or introduce] any Hazardous Material(s), other than those specifically addressed below in Paragraph 12.03 to 12.09 to be brought upon, used, kept, generated or stored in or about the Leased Premises by Lessee [or sublessee], their agents, employees, contractors, [sublessees,] or invitees without the prior written consent of the Lessor, by and through the Director, which consent shall not be unreasonably withheld as long as Lessee demonstrates to the Director's reasonable satisfaction that such Hazardous Material is necessary to Lessee's [or sublessee'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. To the extent applicable, non-hazardous or Hazardous Materials, and hazardous or non-hazardous waste generated from Lessee's activities or operations on the Airport shall be managed consistent with FAA's AC 150/5320-15A, or as the same may be subsequently amended or replaced, unless otherwise agreed to in writing by the Lessor. Lessee 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 Lessee 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 Leased Premises is caused or permitted by Lessee or its agents, employees, contractors, or invitees and results in Contamination, or if Contamination occurs from Lessee's operations on the Airport, then Lessee is legally liable to Lessor and the City for damage resulting therefrom pursuant to this Lease Agreement as well as any applicable federal, state or other relevant authority. During any term of this Lease Agreement, Lessee 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 Leased Premises even if such spill or leak is below any reportable limit or is a *de minimus* quantity.

A. Fuel and Fueling Activities

Lessor acknowledges that Lessee may introduce and store Hazardous Materials on the Leased Premises through Lessee's Self-Fueling Facilities in accordance with Lessee's Fuel Agreement. Lessee shall own all fuel and be responsible for any Hazardous Material Contamination or release occurring on the Leased Premises 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. Grease, oil and other similar fluids

Lessee may store aviation related grease, motor oil, and such other similar fluid on the Leased Premises to be used in the ordinary course of Lessee's Permitted Use. All aviation related grease, oil and other similar fluids shall be stored indoors as reasonably practical. All aviation related grease, oil and other similar fluids approved herein, or waste generated from any approved grease, oil and other similar fluids should be managed in strict compliance with all applicable Environmental Laws. Lessee shall remove or cause the removal, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease or other similar fluids, other than *de minimus* quantities on the Airport or Leased Premises that are the result of Lessee's operation under this Lease Agreement.

C. Cleaning solvents and degreasers

Lessee may utilize cleaning supplies, cleaning solvents, and degreasers on the Leased Premises that are reasonably necessary for Lessee's Permitted Use herein so long as Lessee manages 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.

D. Pavement: Deicing or Anti-icing Activities

Lessee may only perform pavement deicing or anti-icing utilizing deicing chemicals/products that are acetate-based. The use of other chemicals/products, such as those that are glycol or urea-based, shall not be utilized unless the type and amount of said chemicals/products are pre-approved in writing by the Director. All pavement deicing or anti-icing shall be consistent with the Airport's Stormwater Pollution Prevention Plan, Snow and Ice Control Plan (if applicable), or as otherwise required by state, local or federal laws or regulations.

E. Aircraft: Deicing or Anti-icing Activities

All aircraft deicing must be performed by a Fixed Based Operator only in a designated location on the Airport. No aircraft deicing fluids may be stored on the Airport by Lessee.

12.03 Compliance with Environmental Law(s) and Regulations

Lessee or Lessee's contractor shall conduct all of their activities: (a) in compliance with Environmental Laws, the environmental provisions of this Lease Agreement, the Lessor's rules and regulations and any other applicable laws and regulations; (b) in cooperation with the Lessor in the Lessor's efforts to comply with applicable Environmental Laws; and (c)

in adherence with Best Management Practices applicable to the Lessee's use of the Leased Premises. In the event of a conflict between any provisions of this Lease Agreement or any Environmental Laws, the more stringent provisions shall govern. Lessee shall be responsible for any applicable permits or licenses necessary for the discharge or runoff associated with its use of the Leased Premises. Any request for a no exposure certificate shall be communicated in advance with the Lessor. Lessee shall provide documentation to Lessor 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. Lessee or Lessee's subcontractors shall include Lessor in all communications Lessee has with any state or local environmental regulatory entity regarding Lessee's compliance with state and local environmental regulations regarding the Leased Premises or the Airport. If Lessee's subcontractor is conducting any activity at the Airport that is subject to any environmental regulatory program, Lessee is still required to meet the provisions of this subparagraph.

12.04 Hazardous Materials Release

Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors 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 Leased Premises, Lessee and its agents, or contractors shall be strictly liable to the Lessor, jointly legally and financially responsible and will incur direct liability pursuant to Environmental Laws. Lessee 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 and subletting of this Lease Agreement and in the event of assignment of the Lease Agreement or subletting of any portion of the premises covered by this Lease Agreement, then both the Assignee/Assignor or the Sublessor/Sublessee, 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 or subletting of the Leased Premises but said release arises from the use and occupation of the Leased Premises by the Assignee/Assignor or the Sublessor/Sublessee.

A. Immediate Response

After notifying 9-1-1, Lessee shall immediately notify the General Manager of the Airport at 405-316-4016 of any release, leak or spill as soon as they are known to Lessee. Lessee 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 Lessee's operations. In the event of a release of Hazardous Material in a reportable amount, Lessee must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

B. Mitigation and Remediation

Lessee shall promptly undertake, at Lessee's sole expense, or cause Lessee's sublessee to undertake all actions necessary to ensure that any violation of Environmental Laws or violation of the environmental provisions of this Lease Agreement, or any release of Hazardous Material or Contamination caused by Lessee, its officers, directors, employees, agents, contractors, sublessee, and invitees in any way associated with the Leased Premises 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, Lessee may not rely on any limiting condition or restricted use of the Lessor's property unless such conditional or restricted use has been approved in writing by the Lessor, in Lessor's reasonable sole discretion, prior to the regulatory agency's approval. The Leased Premises 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, Lessee shall seek the Lessor'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 Lessor approve such an alternative risk-based approach in the sole discretion of the Lessor, which shall not be unreasonably withheld, then the Lessee agrees that it shall remain liable for, and indemnify and hold harmless Lessor from, any environmental costs the Lessor may incur in the future in relation to any residual contamination residing on Lessor property after Lessee has completed such a risk-based corrective action, which liability and indemnification shall survive the termination of this Lease Agreement without limitation pursuant to Paragraph 12.06 below.

With respect to risk-based cleanup and subject to Lessee's continuing obligation to indemnify Lessor for any Hazardous Materials on the Leased Premises, the Lessor 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 Lessor's future development plans for the site. The Lessor 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 Lessor's use or intended use of the property.

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

Lessee shall provide the Lessor advance draft(s) of all proposed report, response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the Lessor reasonable time of not less than 60 days to submit comment and to provide Lessor 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 Lease Agreement or the Environmental Laws, Lessee shall provide the Lessor with a written report outlining, in detail, what has been accomplished.

12.05 Environmental Indemnification

In addition to all other indemnities provided in this Lease Agreement, Lessee agrees to defend, indemnify, and hold the Lessor 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 Leased Premises, the subsurface or the migration of any Hazardous Material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations [or those by Lessee's sublessees] whether: (a) made, commenced or incurred during the Term; or (b) made, commenced or incurred after the expiration or termination of this Lease Agreement if arising out of events occurring during the Term; provided, however, Lessee'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 Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease Agreement or be migrating onto the Leased Premises from some other location through no fault of Lessee.

12.06 Remedies not Exclusive

No remedy provided herein shall be deemed exclusive. The Lessor shall be entitled to full reimbursement from Lessee whenever the Lessor incurs any costs or experiences any reasonable quantifiable loss or liability resulting from Lessee's use, generation or management of Hazardous Materials on the Leased Premises, including but not limited to, costs of investigation, clean-up or other remedial activities, fines or penalties assessed directly against the Lessor, 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 Lease Agreement.

12.07 Environmental Reporting and Permitting

Lessee shall make available to the Lessor upon request copies of all Safety Data Sheets (SDS) for all Hazardous Materials used or stored on the Leased Premises. Lessee shall provide the Lessor with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any material plan, report or notice Lessee maintains on the Leased Premises, or receives from, or provides to, any governmental unit or agency in connection with Lessee'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 Leased Premises. Lessee shall make available to the Lessor, upon request, copies of all stormwater-related plans, reports, and

compliance documentation as deemed required by state, local or federal laws or regulation.

12.08 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, Lessee shall promptly take such action as is necessary to mitigate and correct the violation. If Lessee does not act in a prudent and prompt manner, the Lessor reserves the right, but not the obligation, to come onto the Leased Premises, to act in place of the Lessee (Lessee hereby appoints the Lessor as its agent for such purposes) and to take such action as the Lessor deems necessary to ensure compliance or to mitigate the violation. If the Lessor has a reasonable belief that Lessee is in violation of any Environmental Laws, or that Lessee's actions or inactions present a threat of violation or a threat of damage to the Leased Premises, the Lessor reserves the right to enter onto the Leased Premises and take such corrective or mitigating action as the Lessor deems necessary. All reasonable and necessary costs and expenses incurred by the Lessor in connection with any such actions shall become immediately due and payable by Lessee 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 13. LESSOR'S RESERVED RIGHTS

13.01 Airport Development Reservation

Lessor 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 Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

13.02 War on National Emergency

During a time of war or national emergency declared by Congress, Lessor 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.

13.03 Subordination

Any other provision of this Lease Agreement notwithstanding, this Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor 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 Lessor of Federal funds for the development of the Airport. To the extent any provision of this Lease Agreement is in conflict with any grant assurance, rule or regulation imposed on the Lessor by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Lease Agreement as if written specifically herein and Lessee 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 Lessor.

13.04 Right to Enter

Lessor, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Leased Premises for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease Agreement during normal business hours with advanced notice provided to the Lessee when reasonably possible.

ARTICLE 14. NONINTERFERENCE WITH OPERATION OF AIRPORT

Lessee covenants and agrees that it will not allow any condition on the Leased Premises, nor permit the conduct of any activity which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Lessee use or permit the Leased Premises 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, as described above, shall be permitted to exist on the Leased Premises, the Lessor may terminate the Lease Agreement. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Lessor, by and through the Director may immediately abate or correct the condition at Lessee's expense without any prior notice as described in Article 30.

ARTICLE 15. UTILITY SERVICES TO BE FURNISHED BY LESSEE

The Lessor shall not be required to furnish any utility service to the Leased Premises, including by way of example, but not of limitation, telephone, electric, water, internet fiber, wi-fi, television, and natural gas. Neither the Lessor nor the City shall be liable for any failure of any service by any utility or other service provider; likewise, neither the Lessor nor the City shall be liable for injury to persons (including wrongful death) or damage to property resulting from any utility or services which may flow from or to any part of the Leased Premises; or for interference with any such related easements of whatsoever nature, however caused, unless caused by the wrongful act of Lessor or any of its other tenants. The Lessee shall be solely responsible for and make all of its own arrangements for utility service to the Leased Premises and shall pay all charges for utility and other services used in or about Leased Premises. Lessee shall defend, indemnify, and hold harmless the Lessor against any and all liability on account of such utility services. Any easement needed for utility services on the Leased Premises or Airport shall only be granted by the Lessor.

Should Lessee desire to obtain new utility services for the Leased Premises including electrical service for its Facilities, Lessee shall be responsible for hiring a qualified electrical contractor, at its own cost and expense, to install electrical service lines from Lessee's Facilities to the appropriate meter base. No meters shall be placed directly on the individual aircraft hangar. Lessee shall ensure that all work by said contractor is performed in a workmanlike manner and in accordance with Article 11, as contained in this Lease Agreement.

ARTICLE 16. PERSONS AND PROPERTY ON LEASED PREMISES AT RISK OF LESSEE

All persons and property of every kind which may be on said Leased Premises during the term hereof shall be at the sole risk of the Lessee or those claiming under it and the Lessor shall not be liable to the Lessee, or any person whatsoever, for any injury, loss, or damage to any persons or

property in or upon said Leased Premises, or upon the sidewalks and alleyways or other contiguous areas thereto. The Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss, or damage above described and to defend and to save the Lessor and the City harmless therefrom. Lessor shall not be liable for acts of injury or damage that may arise to persons or property on said Leased Premises or Facility, or that may occur during the Lessee's tenancy or occupancy.

ARTICLE 17. TAXES

To the extent any taxes are assessed pursuant to applicable law or any assessment is not subject to the Trust's exempt status, Lessee 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 Lease Agreement: (a) upon the Leased Premises and Facilities; (b) upon property owned or possessed by Lessee and situated on the Leased Premises; or (c) upon Lessee's interest in or use of the Leased Premises. Lessee shall defend, indemnify, and save Lessor and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

ARTICLE 18. MISCELLANEOUS COVENANTS

18.01 Rules and Regulations Compliance

Lessee 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 Lessee or Lessor for the intended use of the Leased 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.

18.02 Signs and Advertising

Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises or other Airport premises without first obtaining the written approval of the Director, such approval not to be unreasonably withheld. Signs may not exceed 100 square feet and may only be for the named Lessee.

18.03 Noise or Sound Shock Waves

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

18.04 Wireless Communications

Nothing herein shall be construed to grant Lessee the right to install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless telephone, communications, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems that could cause or be used to create electrical interference with communication between the installation upon the Airport and the aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with the services provided by any Airport communications concessionaire.

Lessee agrees not to install or permit the installation of any equivalent system on Airport property, which interferes with communication or security systems, without first obtaining written approval of the Director, such approval being at the sole discretion of the Director.

18.05 Wildlife Attractants

Lessee shall not use or permit the use of the Leased Premises in a manner that could attract birds and other wildlife, or which may pose a hazard to aircraft. Lessee shall not use plants or live materials on the Airport, which attract wildlife as identified by the USDA (See Wildlife Mitigation and Best Practices reference document at flyokc.com/rules-regulations).

ARTICLE 19. AERONAUTICAL MINIMUM STANDARDS

The Minimum Standards are incorporated herein and made a part hereof by reference. To the extent the Minimum Standards and this Lease Agreement conflict, this Lease Agreement shall control.

ARTICLE 20. INDEMNITY AND INSURANCE

20.01 Indemnity

Except as otherwise provided in Article 12, Lessee hereby agrees to release, defend, indemnify, and save harmless the Lessor 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) Lessee's intentional acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Lease Agreement; or (b) in matters resulting from, or arising out of Lessee's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Lessee shall not be liable or be required to release Lessor for any loss, damage, claims, suits, cost, expense, or actions occasioned by the negligence or willful misconduct of the Lessor, 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 Lease Agreement.

20.02 Liability Insurance

Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease 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 Lease Agreement are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Lease 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 Lease Agreement and cover any losses occurring during the term of the Lease Agreement.

A. Workers' Compensation and Employer's Liability Insurance

Lessee shall maintain during the term of the Lease Agreement, Workers' Compensation Insurance in amounts prescribed by laws of the State of Oklahoma and is encouraged to carry Employer's Liability Insurance in an amount of \$1,000,000.

B. Commercial General Liability Insurance

Lessee 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 Lessee 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 Lessee under the Lease Agreement, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Lease 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.

C. Automobile Liability Insurance

Lessee shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Lessee in the amounts prescribed by Oklahoma law.

D. Aircraft Liability Insurance

Lessee shall carry Aircraft Liability Insurance covering all owned, leased, and/or operated aircraft (including aircraft in which Lessee owns a fractional share or does not wholly own) with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or accident.

20.03 Property Insurance

During the Lease Period, Lessee shall purchase and maintain in effect a blanket "all-risk" form type of policy with the broadest extended coverage endorsements attainable, including, but not limited to, loss or damage caused by wind, hail, fire, flood, earthquake, and such other perils and hazards on the building and improvements, including boiler and machinery coverage, situated on the Leased Premises to the extent of the full replacement cost thereof, with underwriters approved by Lessor and authorized to do business in the State of Oklahoma. The Lessor shall be named as an additional insured for all insurance on buildings and structures when owned by the Lessor or a loss payee for all buildings and structures owned by the Lessee and title will transfer to the Lessor in the future.

The Lessee shall furnish the Lessor with certificates of such insurance issued by insurance underwriters, evidencing the existence of valid policies of insurance with the coverage specified, which certificates shall not be amended so as to decrease the protection below the limit specified herein or be subject to cancellation without at least thirty (30) days advance written notice to Lessor.

20.04 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. Lessee shall notify the Director immediately if Lessee has deductibles or retains self-insurance in excess of this stated amount. Lessee shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Lessee will not diminish Lessee's liability under this Lease Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Lessee 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 Lessor's option. If, during the term of the Lease Agreement, the Lessee'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 Lessee which in the Director's sole discretion may impact the Lessee's ability to satisfy any deductible or retained self-insurance, then the Director may require Lessee to take such reasonable actions to ensure first dollar of loss coverage to the Lessor 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 Lessor, in the form as shown on Exhibit B, attached to Lease 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 Lessor in conjunction with the signed Lease Agreement.

C. Additional Insured

The Certificates of Insurance shall name Lessee 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 Lessor shall be considered subordinate, if applicable at all, to the primary coverage of the Lessee excluding claims arising from the Lessor's sole negligence. Copies of additional insured or notice provision endorsements shall be submitted to the Lessor along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Lessor as an additional insured shall be made available for review by the Lessor or the City at the Lessor's principal place of business on a timely basis when requested.

D. Notice of Change in Policy

Lessee must provide the Lessor 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 Lessee's contractual liabilities as required herein. In the event the Certificate of Insurance does not delineate coverage for Lessee's contractual liabilities or the Lessee's insurance policy does not provide sufficient coverage for the Lessee's contractual obligations contained in this Lease Agreement, Lessee agrees that Lessee's contractual obligations to the Lessor are not diminished by the Lessee's elected insurance provisions.

E. Failure to Maintain Insurance

If Lessee fails to provide the foregoing insurance or fails to maintain a current certificate of insurance on file with the Trust, the Director may assess a \$100 per day fee on the Lessee for each day that the Lessee is not in compliance.

F. Umbrella Coverage

In the event the Lessee relies on excess or umbrella insurance to satisfy the requirement of this Article, any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of the underlying policy without interruption, and shall include a dropdown provision with no gap in policy limits.

ARTICLE 21. TERMINATION FOR EVENTS OF DEFAULT

21.01 Termination by Either Party

In an Event of Default the non-defaulting party may terminate the Lease Agreement. Prior to termination for non-monetary Events of Default, the non-defaulting party shall give thirty (30) days written notice to the defaulting party to use due diligence to correct such condition or Event of Default. If the defaulting party 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 non-defaulting party] the non-defaulting party may terminate this Lease 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 rent, fees or other monies as set forth in this Lease Agreement and also known as monetary Events of Default, the non-defaulting party shall give thirty (30) days written notice to the defaulting party to pay said delinquent amount and if said amount is not paid in full by the expiration of the thirty (30) day notice period, the non-defaulting party may elect to immediately terminate the Lease Agreement without further notice or time to cure provided to the other party.

21.02 Lessor's Option to Eliminate Event of Default

As an alternative to termination of the Lease Agreement for any non-monetary Event of Default by the Lessee, Lessor may enter the Leased Premises itself or by its agents, servants, or employees, during normal business hours with advanced notice provided to the Lessee when reasonably possible, without such entering causing or constituting a termination of this Lease Agreement or an interference with possession of the premises by the Lessee, and the Lessor may correct such condition and the Lessee shall pay the Lessor, within thirty (30) days after submission of an invoice, the expenses Lessor incurred to correct said condition.

21.03 Meeting

Within the thirty (30) day notice period set forth in Paragraph 21.01 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 Lease Agreement.

21.04 Notices

Notwithstanding Paragraphs 21.01, 21.02, and 21.03, Lessor may terminate this Lease Agreement and all of its obligations hereunder after providing thirty (30) day written notice of termination if Lessee shall voluntarily abandon the Lease Premises except when such abandonment be caused by acts of God or Force Majeure events.

21.05 Waiver of Default

No waiver of default by Lessor of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be construed to be or act as a waiver of any subsequent default of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee. The acceptance of rental by Lessor for any period or periods after default of any of the terms, conditions, or covenants herein contained to be performed, kept, and observed by Lessee shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure by Lessee to perform, keep, or observe any of the terms, covenants, or conditions of this Lease Agreement.

21.06 Repossession

In the event the Lessor terminates this Lease Agreement for default of the Lessee and after the expiration of the notice of termination has expired, Lessor may enter upon and repossess the Leased Premises or any part thereof and possess the improvements thereon, or any part thereof, and declare all rent remaining for the unexpired term of the Lease Agreement to be due and owing (said repossession and possession being hereinafter referred to as "repossession") by force, summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass, and may remove Lessee and all other persons and property therefrom. In the event of repossession by the Lessor, the Lessee shall release, defend, indemnify and save harmless Lessor and the City, and their officers, agents and employees, from all claims, damages, suits, actions, costs, expense or liability of whatsoever nature arising from the Lessor's repossession of the Leased Premises as authorized herein; provided, however, Lessee shall not be liable for or release the Lessor or the City from any loss or damage caused by the sole negligence or willful misconduct of the Lessor, the City, or their officers, agents or employees in connection with any repossession activities authorized herein

21.07 Relet of Leased Premises

From time to time after the repossession of the Leased Premises or any part thereof whether or not the lease term has been terminated, the Lessor may, but shall be under no obligation to: (a) relet the Leased Premises or any part thereof, for the account of Lessee in the name of Lessor or otherwise, or (b) issue one or more revocable permits for the occupancy or use of the Leased Premises or any part thereof, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the lease term) and on such terms (which may include concessions or reduced rent or fees) and for such uses as Lessor in its sole discretion may determine, and may collect and receive as rent or fees therefor. Lessee shall indemnify and hold Lessor harmless for any deficiency received by Lessor upon such reletting or issuance of one or more revocable permits, all without prejudice to any other remedy available to Lessor.

21.08 Monies Due After Termination

No termination of this Lease Agreement and no repossession of the Leased Premises or any part thereof shall relieve the Lessee of Lessee's obligations and liabilities under this Lease Agreement, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the Leased Premises or any part thereof shall have been relet or shall have been reoccupied or used pursuant to a revocable permit, Lessee shall pay to Lessor the rent and other sums and charges to be paid by Lessee up to the time of such termination or repossession. Thereafter Lessee, until the end of what would have been the full term of this Lease Agreement, shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default, the equivalent amount of the rent and such other sums and charges which would be payable under this Lease Agreement by Lessee if this Lease Agreement were still in effect, less the net proceeds, if any, of any reletting, or of any issuing of a revocable permit, effected after deducting therefrom all expenses in connection with such reletting by Lessor, or in connection with such issuance of a revocable permit by the Director, including, without limiting the generality thereof, all repossession costs, operating expenses, reasonable attorneys' fees, alteration costs, and expense of preparing for such reletting by Lessor, or for the issuing of a revocable permit by the Director.

21.09 Strict Performance

No failure by Lessor to insist upon the strict performances of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term.

21.10 Rights of Lessor

The various rights, powers, and remedies herein contained and reserved to Lessor, or the Director, shall not be considered as exclusive of any other right, power, or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of Lessor, or of the Director, to exercise any right, power or remedy arising from any omission, neglect or default of Lessee shall impair any such right, power or remedy or shall be construed as a waiver of any such default or an acquiescence therein.

21.11 Breach

In the event of any breach or threatened breach by Lessee of any of the terms contained in

this Lease Agreement, Lessor 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 Lease Agreement shall be terminated only in the manner set forth herein.

ARTICLE 22. WAIVER OF STATUTORY NOTICE

In the event Lessor exercises its option to terminate this Lease Agreement for any reason, any notice of termination given by Lessor to Lessee as provided in this Lease Agreement shall be sufficient to cancel and terminate this Lease Agreement. In this connection, Lessee hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessor under any provisions of the laws of the State of Oklahoma, including, but not limited to, notices required to be given under any Paragraph of Title 41 of the Oklahoma Statutes. Upon such termination, Lessee hereby agrees that it will forthwith surrender possession of the demised premises to the Trustees of the Oklahoma City Airport Trust.

ARTICLE 23. REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all personal property, including furniture, fixtures, and equipment, that is owned and not affixed to the Leased Premises, or personal property that is affixed to the Leased Premises but which can be removed without causing any damage to the Leased Premises, shall be removed by the Lessee by the termination or expiration of this Lease Agreement provided the Lessee is not in default in performance of the covenants of this Lease Agreement. Any damage resulting from the removal of personal property shall be repaired by Lessee by the termination or expiration date of this Lease Agreement. Should the Lessee fail to remove said personal property by the time stated herein, title to all such personal property shall vest in the Lessor and Lessor may cause the removal of all or any portion of such property at the sole risk and expense of the Lessee. Any Self-Fueling Facility shall be considered the personal property of the Lessee upon Lessee's ownership and shall be removed at the termination or expiration of this Lease Agreement unless otherwise agreed to by the parties.

ARTICLE 24. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP

If any individual or group of individuals, or any other entity presently owns or possesses a majority interest, equity position, voting control, or ownership in Lessee, then a transfer of a majority (50% or more) interest, equity position, voting control, or ownership of Lessee, including by sale, merger, consolidation, or other reorganization (referred to as a "Change in Control"), shall be deemed to be an assignment of this Lease Agreement that requires the express written consent of the Lessor, as provided in Article 25. If a Change in Control occurs without the prior written approval of Lessor, then the Lessor may terminate this Lease Agreement. If Lessee is a "reporting company" as defined in the Corporate Transparency Act or other similar public disclosure reporting requirements and there is a Change in Control of Lessee, such change shall be reported to Lessor in conjunction with any reporting required by the Corporate Transparency Act or other similar public disclosure reporting requirements. If Lessee does not make such disclosure to Lessor, Lessor may terminate the Lease Agreement. Any person or entity with a majority interest, voting control, or ownership of Lessee, regardless of the form of the entity, shall have sufficient financial resources and operational experience to conduct the operation and activities permitted on the Leased Premises under this Lease Agreement. As required by Article 25, at least ninety (90)

days prior to any Change in Control, Lessee shall submit written documentation to Lessor showing good and sufficient financial worth and adequate experience in the operation of the Facilities on the part of the contemplated transferee, and evidencing the intent of such contemplated transferee to expressly assume in writing, and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Lease Agreement, the sufficiency of which shall be in the sole discretion of the Director.

Notwithstanding the foregoing, if a named Lessee is a limited liability company, corporation, partnership, or joint venture and there is a Fuel Agreement associated with the use of the Leased Premises, a Lessee may not sell, convey, assign, sublease, dilute or take any action which would alter, change or dilute any equity interest in a named Lessee without first obtaining Trust approval and Trust may withhold any approval to such an action.

ARTICLE 25. ASSIGNMENT AND SUBLETTING

25.01 Written Approval for Assignment

Lessee shall not assign this Lease Agreement or any interest therein by operation of law, process or proceeding of any court or otherwise, and/or the operation or maintenance of the Leased Premises, without first obtaining the prior written approval of Lessor. Any Change in Control of Lessee shall be deemed an assignment within the meaning of this Lease Agreement and subject to the requirements of this Paragraph. Additionally, any sale or transfer of all or more than fifty percent (50%) of Lessee's assets or equity shall be considered an assignment within the meaning of this Lease Agreement and subject to the requirements of this Paragraph. At least ninety (90) days prior to any contemplated assignment, Lessee shall submit a written request to Lessor for approval of such assignment, and Lessee shall submit evidence showing good and sufficient financial worth and adequate experience in the operation of the Facilities on the part of the contemplated assignee. In any event, no assignment shall be made or shall be effective if Lessee is in default on any of the terms, provisions, covenants, and conditions contained in this Lease Agreement or without the prior written approval of Lessor. The assignee shall expressly assume in writing and agree to be bound by and fulfill all terms, covenants, obligations, and agreements contained in this Lease Agreement.

25.02 Lessee Continuing Liability

In the event of any approved assignment, the assigning Lessee shall remain liable to Lessor pursuant to Article 12 of this Lease Agreement for events arising prior to the date of such assignment. Further, in the event of any such approved assignment subject to this Article, the assignee shall not assign or sublet any portion of the Leased Premises except with the prior written approval of Lessor, and any and all Lessee assignments shall contain a clause to this effect.

25.03 Subleasing with Advanced Approval

Lessee shall not sublease any portion of the Leased Premises.

ARTICLE 26. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Lessee 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 Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Lessor remains obligated to the Federal Aviation Administration.

ARTICLE 27. CIVIL RIGHTS TITLE VI ASSURANCE

27.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

A. Compliance with Regulations

The Lessee (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 Lease Agreement.

B. Nondiscrimination

The Lessee, 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 Lessee will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Lease 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 Lessee 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 Lessee of the Lessee's obligations under this Lease Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Lessee 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 Lessor 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee

will so certify to the Lessor 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 Lessee's noncompliance with the nondiscrimination provisions of this Lease Agreement, the Lessor will impose such contract sanctions [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 Lessee under the Lease Agreement until the Lessee complies; and/or
2. Cancelling, terminating, or suspending the Lease Agreement, in whole or in part.

F. Incorporation of Provisions:

The Lessee will include the provisions of [Paragraph 27.01, 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 Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

27.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Lease Agreement, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 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 contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (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 USC § 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 USC 1681 *et seq*).

**ARTICLE 28. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

28.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will

be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

28.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the [Title VI] List of Pertinent [Non]discrimination Acts and Authorities.

ARTICLE 29. RIGHT OF APPROVED LEASEHOLD MORTGAGE LENDER

29.01 Lessor Approval

Lessor acknowledges that during the construction of the Facilities and/or the Lease Period of this Lease Agreement and subject to Article 25, of this Lease Agreement, Lessee may secure its obligations to leasehold mortgage lenders by various security documents encumbering Lessee's leasehold interest under this Lease Agreement and Lessee's leasehold interest in the Leased Premises and Facilities including, but not limited to, a leasehold mortgage, security agreement, and financing statement. Provided, however, notwithstanding any provisions to this Lease Agreement to the contrary, it is mandatory that all assignments from Lessee to a lender must follow the provisions of Article 256, and all leasehold mortgage lenders contemplating receiving from the Lessee an assignment of Lessee's leasehold interest in the Lease Agreement and the Facilities must be previously approved by the Lessor, along with the assignment and leasehold mortgage and other financial documents deemed necessary by Lessor. Any assignment and/or leasehold mortgage or other required documents not approved by Lessor shall be null and void and of no force and effect, and such attempted assignment or mortgage entered into by Lessee shall be an Event of Default by Lessee.

29.02 Notice of Default

Notwithstanding any provisions in this Lease Agreement to the contrary, in the event the Lessee herein assigns and mortgages its leasehold interest in this Lease Agreement as provided herein above and the leasehold mortgage lender, assignment, and leasehold mortgage receive prior approval by Lessor, Lessor, by and through the Director, agrees that as long as such leasehold mortgage shall remain unsatisfied and unpaid of record, Lessor will promptly and in no event later than five (5) days after having given same to Lessee, mail to the leasehold mortgage lender (previously approved by Lessor) true, correct, and complete copies of all notices of default given or sent to Lessee; provided, however, in the event any leasehold mortgage lender fails to give Lessor its mailing address in writing,

notice to that leasehold mortgage lender is not required and Lessor shall not be in violation of this Article. Said notices will be sent via reputable national overnight delivery service or registered or certified mail, to the qualified approved leasehold mortgage lenders at their addresses provided to Lessor in writing.

29.03 Leasehold Mortgage Lender's Time to Cure

Lessor agrees that if Lessee fails to timely cure any default under the terms of this Lease Agreement, the notified approved leasehold mortgage lender shall have the right, but shall not be obligated, to cure such default on the part of Lessee. If the leasehold mortgage lender remedies the default within thirty (30) days following receipt of notice from Lessor of such default, the Lessor will accept such performance as if the Lessee had rendered the same.

29.04 Postponement of Termination

In the event of prospective termination of this Lease Agreement by reason of Lessee's default prior to the expiration of the Construction Contract Agreement or Lease Period, as the case may be, of this Lease Agreement, the leasehold mortgage lender will have the right to postpone such prospective termination by taking immediate and successful action to acquire Lessee's entire interest hereunder by foreclosure of the leasehold mortgage, provided that the leasehold mortgage lender: (a) gives written notice of intent to exercise its rights hereunder to the Lessor within ten (10) days after receipt of notice of the prospective termination of this Lease Agreement; (b) cures all defaults legally susceptible of being cured by the leasehold mortgage lender within such ten (10) days; (c) agrees to cure other defaults not then susceptible of cure only because the leasehold mortgage lender is not in possession of the Leased Premises promptly upon gaining possession thereof (the appointment of a receiver by leasehold mortgage lender and/or the Court shall not constitute possession provided the receiver applies all rents received first to all rental obligations to the Lessor hereunder), and (d) diligently pursues to complete action to foreclose the leasehold mortgage. All foreclosure proceedings, power of sale, or assignments in lieu of foreclosure are strictly conditioned upon following the provisions set forth in Article 25 of this Lease Agreement. If the leasehold mortgage lender takes such action and subsequently acquires all of Lessee's interest under this Lease Agreement, the Lessor agrees that the leasehold mortgage lender may be substituted as the successor Lessee under this Lease Agreement. The Lessor and the leasehold mortgage lender will then be bound by the terms of this Lease Agreement as if they had been respectively the original parties named as Lessor and Lessee in this Lease Agreement.

29.05 Reinstatement of Agreement

The Lessor agrees that in the event of termination of this Lease Agreement by reason of Lessee's default or in the event of Lease Agreement rejection in bankruptcy prior to the expiration of the Construction Agreement or Lease Period, as the case may be, of this Lease Agreement, the Lessor will approve the reinstatement of this Lease Agreement and all terms and provisions herein and substitute the leasehold mortgage lender as successor Lessee under this Lease Agreement, effective as of the date of such termination, and the leasehold mortgage lender as successor Lessee under the reinstated Lease Agreement shall be bound by all the terms and provisions of this Lease Agreement as if it had been the original Lessee named in this Lease Agreement; provided (a) leasehold mortgage lender has taken actions to acquire Lessee's leasehold interest in this Lease Agreement and the termination of this Lease Agreement is not the result of the leasehold mortgage lender's

lack of due diligence; (b) the leasehold mortgage lender makes written request of the Lessor for the reinstatement of this Lease Agreement within fifteen (15) days after the date of termination; (c) such written request must be accompanied by the payment to the Lessor of all sums then due to the Lessor under this Lease Agreement; (d) the leasehold mortgage lender pays to the Lessor at the time of the execution and delivery of the reinstated Lease Agreement all sums which would be due at the time of the execution and delivery thereof pursuant to this Lease Agreement but for such termination; (e) the leasehold mortgage lender reimburses the Lessor for any expenses (including reasonable attorney's fees) incurred by the Lessor by reason of Lessee's default, and (f) the leasehold mortgage lender acts to remedy any other failure of the Lessee to perform the terms of this Lease Agreement legally susceptible to being remedied by the leasehold mortgage lender (e.g. Maintenance and Operations and Indemnity and Insurance by Lessee under this Lease Agreement) and the Facilities' Fair Market Rental Value is timely established, then, upon performance of the foregoing, such reinstated Lease Agreement shall be executed by the parties and become effective on the date of the termination of this Lease Agreement. The Fair Market Rental Value of the Facilities must be established within sixty (60) days of the successor Lessee's written request for a reinstated Lease Agreement or said request shall be automatically denied, this Lease Agreement shall remain terminated and Lessee and leasehold mortgage lender or the approved Lender Assignee shall no further have any rights or interest in this Lease Agreement or the Leasehold and Facilities on the Leased Premises, and all monies paid with said request refunded. Anything herein contained to the contrary notwithstanding, if more than one leasehold mortgage lender shall make written request upon the Lessor for a reinstatement of this Lease Agreement as heretofore provided, the reinstated Lease Agreement shall be entered into pursuant to the request of the leasehold mortgage lender whose mortgage shall be prior and thereupon the written request for a reinstated Lease Agreement by any other leasehold mortgage lender shall be deemed to be void and of no force and effect. The priority among the approved leasehold mortgage lenders and the actions to be taken to establish priority and to protect the collateral involved are at the sole responsibility and cost of the approved leasehold mortgage lenders.

29.06 Personal Property

None of the personal property of the Lessee to be situated on the Leased Premises will constitute fixtures or any part of the real estate of the Lessor as same has been placed on said Leased Premises with the Lease Agreement and understanding that such personal property may be removed therefrom by the Lessee, or leasehold mortgage lender or approved assignee upon proof of the right or permission given the leasehold mortgage lender or assignee, pursuant to Article 23 of this Lease Agreement.

29.07 Written Notice

Lessor agrees that before supplementing, modifying or amending this Lease Agreement, at least twenty (20) days prior written notice shall be mailed to the approved leasehold mortgage lenders who have provided Lessor with their addresses in writing.

29.08 Right to Become a Successor Lessee

Notwithstanding anything to the contrary, no leasehold mortgage lender shall have the right to become a successor Lessee as contemplated herein above if its loan or financing has been paid in full.

ARTICLE 30. GENERAL CONDITIONS

30.01 Notices

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

For the Trust: Oklahoma City Airport Trust
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Telephone: (405) 316-3000
Email: wrwabusinessproperties@okc.gov

For the Lessee: Freymiller Aviation LLC
8125 SW 15th St.
Oklahoma City, OK 73128
405/792-8001
david@freymiller.com

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 30.01.

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 Lessee or Lessor may be through telephone, sent through U.S. Postal Service regular delivery, or electronic mail.

30.02 Non-Waiver

The waiver by Trust of any breach of the Lessee 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.

30.03 Binding Effect

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

30.04 Severability

In the event any terms, covenants, conditions, or provisions of this Lease 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.

30.05 Entire Agreement; Modification Hereof

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

30.06 Execution of Counterparts

This Lease 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.

30.07 Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Lease 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 Lease 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.

30.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Lease 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 Lease Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Lease Agreement.

30.09 Construction and Enforcement

This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Lease 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.

30.10 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.

30.11 Construction of Agreement

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

30.12 Recitals Contractual in Nature

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

30.13 Holding Over

If Lessee shall hold over without the written consent of Lessor, by and through the Director and remain in possession of the Leased Premises after the expiration of the term specified herein, such possession by Lessee shall be deemed to be merely a month-to-month tenancy for up to six (6) months from the expiration date, terminable earlier at any time by either party upon thirty (30) day written notice to the other party. During any such month-to-month tenancy for a holdover not consented to by the Lessor, Lessee shall promptly pay at a rate of 125% of the total monthly rents, fees and charges. All other provisions of this Lease Agreement shall apply to said month-to-month tenancy. A holdover agreed to by the parties shall be at the terms set forth herein unless otherwise agreed upon by the parties at the time of holdover.

30.14 Conflicts

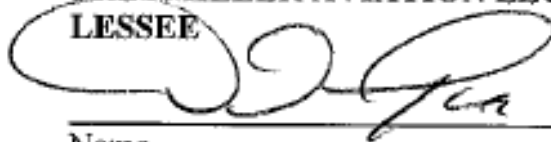
If there is a conflict between any provision within this Lease Agreement or any Exhibit, then the language contained in any article, paragraph, or section within this Lease Agreement shall govern and control over any conflicting language, term, or provision in any Exhibit.

30.15 Surrender of the Leased Premises

Except as otherwise expressly provided in this Lease Agreement, at the expiration or sooner termination of this Lease Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to Lessor in as good condition as existed at the effective date of this Lease Agreement, ordinary wear, tear and obsolescence only excepted.

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

**FREYMILLER AVIATION LLC,
LESSEE**



Name

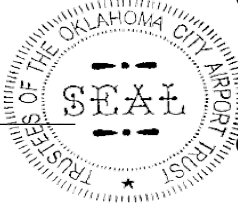
manager

Title

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 22ND
day of AUGUST, 2024.

ATTEST:

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Jerry Salmon
Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this
27TH day of AUGUST, 2024.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

Daniel Holt
Mayor

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – LEASED PREMISES DESCRIPTION

A tract of land lying in the Northeast Quarter of Section 8, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northeast corner of Section 8, Township 12 North, Range 4 West of the I.M.;

THENCE South 00°09'36" East, along the east line of said Northeast Quarter, a distance of 1096.86 feet;

THENCE South 89°51'23" West a distance of 440.21 feet to the POINT OF BEGINNING;

THENCE South 89°51'23" West a distance of 295.02 feet;

THENCE North 00°09'36" West, parallel with the east line of said Northeast Quarter, a distance of 413.47 feet to a point on the south edge of an existing concrete taxiway;

THENCE Easterly and southerly with the southerly and westerly edges of an existing east-west and north-south taxiway the following eight (8) courses:

1. North 89°50'05" East a distance of 240.92 feet,
2. South 00°09'55" East a distance of 1.91 feet,
3. South 86°42'14" East a distance of 4.45 feet,
4. Southeasterly along a non-tangent curve to the right having a radius of 50.00 feet (said curve subtended by a chord which bears South 59°39'46" East a distance of 48.00 feet) for an arc distance of 50.06 feet,
5. Southerly along a non-tangent curve to the right having a radius of 57.53 feet (said curve subtended by a chord which bears South 16°54'58" East a distance of 31.73 feet) for an arc distance of 32.15 feet,
6. South 00°02'31" West a distance of 151.84 feet,
7. South 00°01'10" West a distance of 76.11 feet,
8. South 00°07'36" East, along said westerly edge of an existing north-south taxiway and said line extended, a distance of 128.72 feet to the POINT OF BEGINNING.

Said tract of land containing 121,416 square feet or 2.7873 acres more or less.



EXHIBIT B – FORM OF CERTIFICATE OF INSURANCE

ISSUE DATE: _____		OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE		PROJECT OR CONTRACT NUMBER: _____											
PRODUCER ADDRESS INSURED 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. <div style="text-align: center; border: 1px solid black; padding: 2px; margin: 5px 0;"> COMPANIES AFFORDING COVERAGE </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 2px;">COMPANY A LETTER</td> <td style="width: 50%; border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY B LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY C LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY D LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY E LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> </table>				COMPANY A LETTER		COMPANY B LETTER		COMPANY C LETTER		COMPANY D LETTER		COMPANY E LETTER	
COMPANY A LETTER															
COMPANY B LETTER															
COMPANY C LETTER															
COMPANY D LETTER															
COMPANY E LETTER															
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 GENERAL LIABILITY _____ OCCURRENCE _____ CLAIMS MADE _____ AND TAIL _____ COVERAGE _____ CONTRACTUAL _____ LIABILITY _____ Ded/SIR \$ _____	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS											
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				GENERAL AGGREGATE BODILY INJURY (Per Person) PROPERTY DAMAGE (Per Accident) EACH OCCURRENCE MEDICAL EXPENSES (Any One (1) Person)											
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE											
VALUABLE PAPERS INSURANCE (if required by Contract)				EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE											
EXCESS LIABILITY (if required by Contract)				EACH OCCURRENCE AGGREGATE											
OTHER (if required by Contract)															
DESCRIPTION OF OPERATION/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 C – FORM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That _____, party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the Trustees of the Oklahoma City Airport Trust, party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents does grant, bargain, sell, transfer, and deliver unto said party of the second part certain property as follows as of **November 1, 2031**:

The hangar commonly known as Hangar 23 and all of its associated pavements and improvements erected or placed on the leased premises, except any Self-Fueling Facility (collectively, the “Facilities”) located at Wiley Post Airport.

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its successors and assigns forever and that said party of the first part does for itself, its successors and assigns, covenant with the party of the second part, its successors and assigns, (i) that the party of the first part is the lawful owner of the above described facilities hereby sold; (ii) that the facilities are free and clear of all liens and encumbrances, arising by through or under party of the first part, including by way of illustration and not exclusion, construction mortgages, financing statements and/or security agreements, laborer's, mechanic's or materialmen's liens; (iii) that party of the first part has good right to sell the facilities as aforesaid; and (iv) that it warrants and will defend the facilities against the lawful claims and demands of every and all persons whomsoever.

WITH THE EXCEPTION OF THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH ABOVE, PARTY OF THE FIRST PART HAS MADE AND MAKES NO REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR NATURE (WHETHER EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO OR RELATING TO THE FACILITIES AND DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE FACILITIES OR ANY COMPONENT THEREOF. SUCH FACILITIES BEING TRANSFERRED ON AN “AS IS, WHERE IS, WITH ALL FAULTS” BASIS HEREUNDER, EXCEPT FOR ANY HAZARDOUS MATERIALS THAT MAY BE LOCATED ON, UNDER OR MIGRATING FROM THE LEASED PREMISES OR CAUSED BY THE PARTY OF THE FIRST PART’S USE OF THE FACILITIES AND IMPROVEMENTS.

EXHIBIT D – AUTHORIZED AIRCRAFT

MANUFACTURE AND MODEL	N-NUMBER	SERIAL	REGISTERED OWNER	LESSEE
Bombardier BD-100-1A10	N-26FA	20026	Freymiller Aviation LLC	Freymiller Aviation LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2024

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 Cottingham & Butler 800 Main St. Dubuque IA 52001	CONTACT NAME: To Request a Certificate PHONE (A/C, No, Ext): 888-785-4677 E-MAIL ADDRESS: certificates@cottinghambutler.com FAX (A/C, No): 563-587-5990
INSURED Freymiller Aviation, LLC 8125 SW 15th St Oklahoma City OK 73128	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Farmington Casualty Company INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 665007266**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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAPKG6003310	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZAPKG6003310	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-6T598564-24-NG-T	3/1/2024	3/1/2025	<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
C	Property			QT-630-8A130134-TIL-24	3/1/2024	3/1/2025	Building Limit 4,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides an additional insured status only when there is a written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The General Liability policy includes standard ISO Contractual Liability coverage subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and
The 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

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COVERAGES

Insured Owner's Interest Endorsement

1. The "**Aircraft**" section shown on the Coverage Summary Page includes the following:

Aircraft.

Year, Make and Model	Type	Airworthiness Certificate	FAA Identification	Passenger Capacity Excluding Crew	Crew Seats
2004 Bombardier Challenger 300	Land	Standard	N26FA	9	2

2. The "**Limits of Coverage**" shown on the Coverage Summary Page are completed as follows:

Coverage	Limits of Coverage	
Combined Liability Coverage for bodily injury and property damage	\$ 200,000,000	Each Occurrence
Personal Injury	\$ 25,000,000	Each Occurrence and Aggregate (Part of and not in addition to "Combined Liability Coverage for bodily injury and property damage")
Medical Coverage	\$ 100,000	Each Person
Voluntary Settlement Owned and Non-Owned Aircraft (Non-Owned Aircraft as described in your Aircraft Liability and Medical Coverage.)	\$ 500,000	Each Passenger (Part of and not in addition to "Combined Liability Coverage "Non-Owned for bodily injury and property damage")
	\$ 500,000	times the number of passenger seats excluding crew - Each Occurrence (Part of and not in addition to "Combined Liability Coverage for bodily injury and property damage")
	\$ 500,000	Each employee crew member (Part of and not in addition to "Combined Liability Coverage for bodily injury and property damage")
	\$ 500,000	times the number of employee crew Each Occurrence (Part of and not in addition to "Combined Liability Coverage for bodily injury and property damage")

Aircraft Physical Damage Coverage:

<u>FAA Identification</u>	<u>Not In-Motion Deductible</u>	<u>In-Motion Deductible</u>	<u>Limit</u>
N26FA	\$ *25,000	\$ *25,000	\$ 12,000,000

***Deductibles apply to each and every loss**

COVERAGES

3. The “**Limits of Coverage**” shown on your “**Non-Owned Aircraft Liability and Medical Coverage**” endorsement are completed as follows:

Coverage	Limits of Coverage	
Combined Liability Coverage for bodily injury and property damage	\$ 200,000,000	Each Occurrence
Personal Injury	\$ 25,000,000	Each Occurrence and Aggregate (Part of and not in addition to “Combined Liability Coverage for bodily injury and property damage”)
Medical Coverage	\$ 100,000	Each Person

4. **Insured Owner:** **Freymiller Aviation, LLC**
 8125 SW 15th Street
 Oklahoma City, Oklahoma 73128

Lessor (if other than Owner): N/A

Lessee: N/A

Lienholder: N/A

**Loss Payee
(if other than Owner):** N/A

5. The “**Schedule**” shown on your “**Limited Write-Back of Coverage including Certified Terrorism Loss Coverage excluded by the War, Hi-jacking and Other Perils Exclusion Clause (Applicable to Your Aircraft Physical Damage Coverage)**,” endorsement is completed as follows:

Schedule

<u>Year, Make and Model Aircraft</u>	<u>FAA Identification</u>
2004 Bombardier Challenger 300	N26FA

Liability Coverage for Automobiles on Airport Premises

Additional Insured – Charter Broker and/or Charter Customer

United States Department of Transportation Amendment

United States Department of Transportation Form 4522

Canadian Air Carrier Amendment