

**TEMPORARY RIGHT OF ENTRY LICENSE TO
DEPARTMENT OF THE AIR FORCE**

From

**OKLAHOMA INDUSTRIES AUTHORITY
OKLAHOMA CITY, OKLAHOMA**

FOR

TINKER AIR FORCE BASE

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THIS TEMPORARY LICENSE is made as of the 13th day of December 2023, by and between Oklahoma Industries Authority, an Oklahoma public trust (the "Licensor") and The United States of America, acting by its Secretary of the Air Force (the "Government"). The Licensor and the Government may sometimes be referred to jointly as the "Parties," and each separately as a "Party." The term "Licensor" includes its successors and assigns, if any. Government includes its assigns, if any.

The Government is entering into the License under the authority contained in 10 U.S.C. § 9013.

Licensed Premises includes the real property described on Exhibit A and depicted on Exhibit B together with the right of the Government and its officers, employees, invitees, licensees, agents and contractors to use the streets within the License Premises, driving areas within the License Premises, and access gate around the real property for access to and from public streets and highways (the "Licensed Premises").

NOW, THEREFORE, the Licensor, for the consideration set forth below, hereby Licenses to the Government the Licensed Premises (identified below), subject to the following Paragraphs:

BASIC TERMS

1. TERM

1.1. Term. Two (2) years, beginning on December 13, 2023, (Term Beginning Date) and ending on 30 November 2025, unless terminated as specified elsewhere in this License ("Term").

2. LICENSE FEE

2.1. This is a no cost temporary license.

2.2. EXISTING LEASE; EXISTING DECLARATION.

The Licensor has disclosed to the Government and the Government acknowledges that the property shown on Exhibit A as the "Boeing Leased Property" is leased by the Licensor to The Boeing Company, a Delaware corporation ("Boeing") pursuant to a Lease Agreement dated June 1, 2015 (as amended by amendments dated, respectively, December 18, 2015; May 29, 2020; and March 30, 2023; the "Boeing Lease").

A memorandum of the Boeing Lease has been recorded in the records of Oklahoma County under recording number 20150821011128330.

The Boeing Leased Property includes the Licensed Premises.

The Licensor has further disclosed to the Government and the Government acknowledges that the Boeing Leased Property, including the Licensed Premises are subject to a Declaration of Covenants, Conditions, and Restrictions dated August 10, 2015 (the "Declaration").

The Declaration has been recorded in the records of Oklahoma County under recording number 20210821011128320.

The Government agrees that in exercising its rights under this License, the Government will not interfere with Boeing's right to quiet enjoyment of the part of the Boeing Leased Property that lies outside of the Licensed Premises and will limit its activities to the Licensed Premises. The Government further agrees that in exercising its rights under this License it will comply with the terms and conditions of the Declaration.

The Government and the Licensor agree that they intend that Boeing is a third-party beneficiary of the provisions set out in this Section 2.2.

3. NOTICE

3.1. Whenever the Government or the Licensor shall desire to give or serve upon the other a notice or other communication with respect to this License or with respect to the Licensed Premises and any improvements located thereon, each such notice or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice or other communication is directed or by mailing the same, in duplicate, to such Party or Parties through a nationally recognized and reputable overnight delivery service at the regular delivery address for the parties specified below. In the latter case, delivery shall be effective on the date confirmed by the records of such service. All correspondence that must be sent, and all notices required or desired to be given under this License, must be addressed, if to the Air Force, to:

Address of the Government:

72ABW/CEIA
Real Property Office
7535 5th Street
Tinker AFB, OK 73145
Phone: (405)734-3173
Email: 72ABW.CE.RealProperty@us.af.mil

With a copy to:
OKLAHOMA CITY UTILITIES TRUST
City of Oklahoma City
Utilities Department
420 W. Main, Ste. 500
OKC, OK 73102
Phone: 405.297.3843
Email: racheal.pierce@okc.gov
Address of the Licensor:

OKLAHOMA INDUSTRIES AUTHORITY

105 N Hudson Ave STE 101
Oklahoma City, OK 73102-4801

With a copy to:
THE BOEING COMPANY
6001 S. Air Depot Blvd.
M/C 66133-4NE
Oklahoma City, Oklahoma 73135

4. ACCESS AND INSPECTION

4.1. Licensors shall have the right to access the Licensed Premises for purposes of inspection at any reasonable time with reasonable prior notice to the Government.

5. DEFAULT AND TERMINATION

5.1. The failure of the Licensor or the Government to comply with any provision of this License, where such failure to comply continues for thirty (30) days after delivery of written notice, shall constitute a default or breach of this License. If, however, the time required to return to compliance exceeds the thirty (30) day period, the defaulting Party shall not be deemed to be in default if within such period the actions necessary to bring the License into compliance have begun and are diligently and continuously pursued to until the default has been cured.

5.1.1. In the event of any default and breach of this License, the non-defaulting Party may terminate this License at any time after expiration of the cure period provided for in Paragraph 5.1 upon written notice of the termination. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after receipt of the notice.

5.2. The Government may terminate this License at any time by giving the Licensor at least thirty (30) days' prior written notice.

5.3. The Government shall vacate and surrender the Licensed Premises to the Licensor on or before the date of expiration of the License, or its earlier termination. The Government will remove all of its property from the Licensed Premises and restore the Licensed Premises to as good order and condition as that existed on the Term Beginning Date.

OPERATION OF THE PREMISES

6. CONDITION OF LICENSED PREMISES.

6.1. Prior to the Term Beginning Date, a physical condition report (PCR), for the Licensed Premises will be delivered to the Licensor and is attached as Exhibit C hereto. The PCR, sets forth those environmental conditions and matters on and affecting the Licensed Premises on the License

Effective Date as determined from the records and analyses reflected therein. Licensor shall have the opportunity to review and present any disputes or changes to the PCR within fifteen (15) days of receipt of the PCR from Government. Any failure on the part of the Licensor to fully disclose any known latent defect on the Licensed Premises shall be grounds for termination of this License by the Government. A separate PCR for the Licensed Premises shall be prepared by the Government, after the expiration or earlier termination of this License ("Final PCR"). Such Final PCR, shall document the environmental conditions and matters on and affecting the Licensed Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final PCR, will be used by the Government to determine any obligations to maintain and restore the Licensed Premises under this License.

7. CONSTRUCTION AND ALTERATIONS

7.1. The Government may place, or make minor improvements, structures, alterations, or additions to, or installations upon, and otherwise modify or alter the Licensed Premises ("Alterations") consistent with the rights pursuant to this License. Unless otherwise agreed in writing, all Alterations shall remain the property of the Government when affixed to the Licensed Premises.

8. MAINTENANCE OF LICENSED PREMISES

8.1. The Government shall keep the Licensed Premises in good order and repair during the Term.

9. UTILITIES AND SERVICES

9.1. (Reserved)

10. USE OF LICENSED PREMISES

10.1. Permitted Uses. This License authorizes the use of the Licensed Premises for ingress and egress to Government's construction project on property north of the Licensed Premises and no other purpose is authorized.

10.2. Government Provided.

10.2.1. Government will provide signage to direct construction vehicles to the Licensed Premises.

10.2.2. Government will provide vehicle barriers on the paved surfaces to restrict access to the Licensed Premises.

10.3. Government Rights.

10.3.1. The right of ingress and egress for construction related vehicles, personnel, and equipment to access Tinker AFB on, over, and across the Licensed Premises.

The right to install and maintain a temporary road and barrier in the unpaved grass of the Licensed Premises as identified in **EXHIBIT B**. The barrier and all gravel used on the roadway will be removed at or before the termination of the License. Such items will be removed by the Government at its sole cost.

10.3.2. The right to install, maintain, and remove a temporary access gate to Tinker AFB. The gate will be removed at or before the termination of the License. Such item will be removed by the Government at its sole cost.

10.3.3. The Government will notify the Licensor or an authorized user at least 3 business days in advance of all Government construction work that will exceed 35ft in height.

10.3.4. Government Rights extend only to the Licensed Premises as identified in **EXHIBIT B**. The Government and its authorized users will not trespass onto any of the Licensor property outside of the Licensed Premises.

10.4. Government's use of the Licensed Premises shall comply, at Government's sole cost and expense, with all Applicable Laws (defined below).

ENVIRONMENT

11. ENVIRONMENTAL PROTECTION

11.1. Compliance with Law. The Government accepts the Leased Premises in its current and as-is condition. The Government is aware of the current environmental conditions of the Leased Premises and accepts and uses the Leased Premises at its own risk. The Government shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the Licensed Premises, including, without limitation, obtaining any environmental permits required for its operations under this License. The Government, however, shall not be responsible for any act or omission of the Licensor or other grantees that contaminates the Licensed Premises, and the Licensor agrees to comply with all applicable environmental laws and regulations as a result of any such act or omission.

12. HISTORIC PROPERTY

12.1. The Government will comply with all laws applicable to historical property located on the Licensed Premises, if any.

CHANGES IN OWNERSHIP OR CONTROL

13. ASSIGNMENT

13.1. The Government may not assign this License to a non-Federal entity without the prior written consent of the Licensor, which shall not be unreasonably withheld, delayed, or qualified.

14. EASEMENTS AND RIGHTS OF WAY

14.1. This License is subject to all existing licenses, easements, rights-of-way, or other encumbrances related to the Licensed Premises ("Encumbrances"), including the Boeing Lease and the Declaration (both of which are identified in Section 2.2).

14.2. The Licensor has identified all known Encumbrances in the attached Exhibit D.

14.3. The holders of such Encumbrances shall have reasonable rights of ingress and egress over the Licensed Premises in order to exercise their rights under such Encumbrances.

14.4. The Licensor represents and warrants that any and all existing known Encumbrances are not inconsistent with the use for which this License is issued. Licensor agrees that any future Encumbrances during the Term of this License will not unreasonably interfere with the Government's use.

GENERAL PROVISIONS

15. HEADINGS OR TITLES.

15.1. The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this License.

16. COUNTERPARTS.

16.1. This License may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

17. ENTIRE AGREEMENT.

17.1. It is expressly agreed that this License embodies the entire agreement between the Parties regarding the use of the Licensed Premises by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this License. This License may only be modified or amended by mutual agreement of the Parties in one writing signed by each Party, subject to the provisions of Section 23.1 of this License.

18. TIME OF THE ESSENCE.

18.1. Time shall be of the essence with this License.

19. TAXES.

19.1. The Licensor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this License, may be imposed upon the Licensor with respect to the Licensed Premises.

20. GENERAL INDEMNIFICATION BY GOVERNMENT.

20.1. The Government cannot indemnify the Licensor for any purpose.

21. INSURANCE.

21.1. The Government is self-insured.

22. DISPUTES.

22.1. The Parties shall at all times try to resolve disputes in an amicable manner. However, the Parties reserve all rights afforded them under law to resolve any such dispute by any lawful means.

23. AMENDMENTS.

23.1. This License may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each Party. The Parties will not amend Section 2.2 of this License or Exhibit A, B, or D of this License without the prior written consent of Boeing.

24. REPORT TO CONGRESS.

24.1. This License is not reportable under 10 U.S.C. 9013.

25. DAMAGE TO GOVERNMENT PROPERTY.

25.1. The Licensor shall not be responsible for damage to Government property pursuant to any rights provided under this License, except those of gross negligence or willful misconduct on the part of Licensor and such agents and/or assigns.

26. COMPLIANCE WITH APPLICABLE LAWS.

26.1. The Government will comply with all applicable laws in its use and occupancy of the Licensed Premises ("Applicable Laws"). Nothing in this License shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

26.2. "Applicable Laws" means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Licensed Premises is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Licensed Premises.

27. RESTRICTIONS ON USE OF LICENSED PREMISES.

27.1. As set out in Section 2.2 of this License.

28. EXHIBITS.

28.1. Four (4) exhibits are attached to and made a part of this License, as follows:

Exhibit A – Description of License Premises

Exhibit B – Map of the Licensed Premises

Exhibit C – Physical Condition Report

Exhibit D – List of Encumbrances

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized representatives on the dates shown below.

LICENSOR

OKLAHOMA INDUSTRIES AUTHORITY

Date: 12-13-23

By: 

Clayton I. Bennett

Chair of Oklahoma Industries Authority

GOVERNMENT

THE UNITED STATES OF AMERICA

by the Secretary of the Air Force

Date: 22 Jan 24

By: 

ABIGAIL L.W. RUSCETTA, Colonel, USAF

Commander, 72D AIR BASE WING, TAFB OKLAHOMA

EXHIBIT A—DESCRIPTION OF PREMISES

Licensor: Oklahoma Industries Authority

Physical Address: 6811 SE 59TH ST Oklahoma City, Oklahoma

Legal Description: UNPLTD PT SEC 21 11N 2W 000 000 PT SE4 SEC 21 11N 2W BEG 674.76FT W OF SE/C SE4 TH W132.24FT N306.57FT W407.78FT S306.57FT W100.98FT N1316.80FT E1313.88FT S1022.93FT W675.23FT S292.57FT TO BEG CONT 32.30ACRS MORE OR LESS

Licensed Premises: Beginning point is located at the property's southwest corner then north 1,269 feet, then east 749 feet, then south 70 feet, then west 655 feet, then southwest 45 feet, then south 1,168 feet, then west 63 feet to the beginning point.

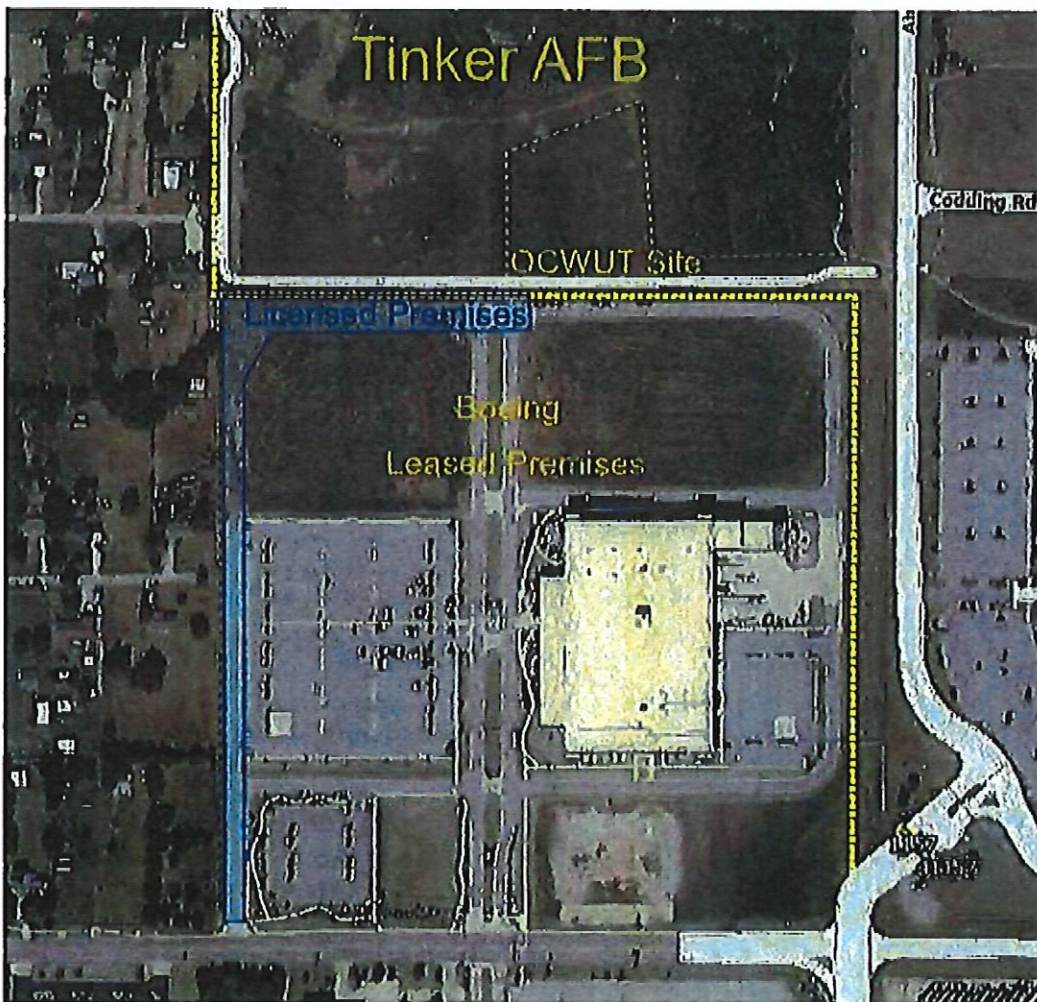


EXHIBIT B— MAP OF LICENSE PREMISES

The Licensed Premises Right of Entry (colored blue) is located along the western and northern perimeter of the Property. Government ingress and egress (colored purple) is only Licensed through the Property's southwest entrance. A gravel road (colored red) will be placed by the Government in the blue License Premises grassy area. A temporary barrier (colored yellow) will be placed by the Government in the grassy area of the Licensed Premises. A temporary gate (colored green) will be added by the Government to the existing Tinker AFB/OIA fence and will be locked when not in use.

Government may place vehicle barriers to the east of the License Premises to separate the licensed construction road from the non-licensed vehicle parking lot. Government will install signs to direct construction vehicles to the right of entry License Premises ingress and egress access point.



EXHIBIT C — PHYSICAL CONDITION REPORT

The PCR, titled Air Force/Boeing Right of Entry Physical Condition Report and dated on or before November 1, 2023 is hereby incorporated by this reference.

EXHIBIT D—LIST OF OUTGRANTS

The Boeing Lease referred to in Section 2.2 of this License: Lease Agreement dated June 1, 2015 as amended by amendments dated, respectively, December 18, 2015; May 29, 2020; and March 30, 2023.

A memorandum of the Boeing Lease has been recorded in the records of Oklahoma County under recording number 20150821011128330.

The Declaration of Covenants, Conditions, and Restrictions dated August 10, 2015, recorded in the records of Oklahoma County under recording number 20210821011128320.