



Lease Agreement

between

The Oklahoma City Airport Trust

and

44SH, L.L.C.

Effective Date: April 1, 2025

Lease Agreement

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LEASE AGREEMENT

This Lease Agreement ("Agreement"), is made and entered into by and between the Oklahoma City Airport Trust ("Lessor"), a public trust, and 44SH L.L.C., an Oklahoma Limited Liability Company ("Lessee"),

W I T N E S S E T H:

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

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated January 28, 2004 ("Original Agreement") whereby Lessee leased a certain premises at the Airport for the construction of a hangar and aeronautical offices, associated pavement, including an apron, ramp, and vehicle parking to be used as a corporate hangar in which to store Lessee's aircraft; and

WHEREAS, the initial term of the Original Agreement expired on February 9, 2025, and Lessee has the option to enter into a new lease upon terms and conditions mutually agreeable to the parties for four (4) successive five (5) year option periods; and

WHEREAS, the parties agreed to leave the Lessee in holdover under the Original Agreement until this Agreement is approved; and

WHEREAS, instead of entering into a new lease for the option periods, the parties have agreed to enter into this new Agreement and to delay the transfer of the title to the hangar to the Trust for three years, but to transfer the ownership and operational control of the self-fueling facility that was originally built by the Lessee back to the Lessee with the commencement of this Agreement; and

WHEREAS, in conjunction with this new Agreement, the parties will also enter into a separate Fuel Storage Agreement that will run co-terminus with this Agreement.

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 Agreement:

- A. "Aircraft" shall be as defined in 49 U.S.C. §40102.

- 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 is operated as general aviation Aircraft according to Federal Aviation Regulations (“FAR”) Part 91. No Authorized Aircraft may engage in any commercial or for hire operations such as Parts 121, 125, or 135 of the Federal Aviation Regulations. All Authorized Aircraft shall be listed by manufacturer name, N-number, FAA Registered Owner on Exhibit “C.”
- C. “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.
- D. “Aviation Fuel” shall mean Jet-A.
- E. “Best Management Practices” shall mean those best management practices applicable and relevant to the Lessee's activities, including but not limited to the best management practices identified for Lessee's activity by federal, state, or local regulatory requirement, regulatory guidance documents, fact sheets, Oklahoma Department of Environmental Quality (“ODEQ”) General Permits, any plan or policy in effect for the Airport, Federal Aviation Administration Circulars (“FAA ACs”), or other applicable industry guidance.
- F. “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.
- G. “Contamination” shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- “Deferred Facility Rent” shall mean an amount agreed upon by the parties that represents Facility Rent that Lessee would have paid to the Lessor following the transfer of title to the Facilities to the Lessor from the date agreed upon in the Original Agreement but instead the transfer of title has been delayed in Paragraph 3.05.

- H. “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 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 Agreement.
- I. “Effective Date” shall mean April 1, 2025.
- J. “Environmental Law(s)” shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, and FAA ACs now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety, and/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 of 1990 (“OPA”), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act (“HMTA”), 49 U.S.C. § 5101 *et seq.*; and the Occupational Safety and Health Act of 1970 (“OSHA”), 29 U.S.C. § 651 *et seq.*
- K. “Event of Default” shall mean Lessee’s failure to perform, keep, and observe any of the Agreement’s terms, covenants, or conditions to be performed, kept, and observed.
- L. “FAA” shall mean the Federal Aviation Administration of the United States government, or any Federal agency succeeding to its jurisdiction.
- M. “Facilities” shall mean the corporate hangar and aeronautical offices, which consists of approximately 157,449 square feet and associated pavement, including apron, ramp area, and vehicle parking, any security fencing, gates, and lighting, and the Self-Fueling Facility for Lessee’s operations on the Leased Premises.
- N. “Facility Rent” shall mean the annual rent paid monthly to the Lessor for the use of the Facilities.

- O. “Force Majeure” shall mean circumstances that significantly and unreasonably inhibit a party’s ability to perform a requirement of this Agreement, and such circumstances are beyond a party’s reasonable control, including, without limitation, fires, floods, tornados, war, acts of terrorism, or acts of God.
- P. “Fuel Storage Agreement” shall mean the agreement between the parties with an effective date of April 1, 2025, related to the storage and dispensing of Aviation Fuel on the Leased Premises.
- Q. “Ground Rent” shall mean the annual rent paid monthly to the Lessor during the Primary Period and any Option Period for the use of the Leased Premises.
- R. “Hazardous Material(s)” shall mean all substances whose use, handling, treatment, storage, disposal, discharge, or transportation is governed, controlled, restricted, or regulated by Environmental Laws, or that have been defined, designated, or listed by any responsible governmental authority with competent jurisdiction as being hazardous waste, hazardous substance, toxic, or radioactive, including 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, per- and poly-fluoroalkyl substances (“PFAS”), 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 generated, used, stored, handled, treated, discharged, distributed, disposed, or Released.
- S. “Leased Premises” shall mean the area of the Airport that the Lessee shall lease in accordance with this Agreement which contains approximately 157,449 square feet or 3.61 acres of land. The Leased Premises is described and depicted on Exhibit “A.”
- T. “Minimum Standards” shall mean the Minimum Standards for Aeronautical Activities and Leasing of Land and Facilities for Aeronautical Development at Oklahoma City Airports with an effective date of January 1, 2023, or as the same shall be subsequently amended from time to time.

- U. “Minor Alteration(s)” shall mean alterations or improvements that (a) do not increase the height or exterior footprint of the Facilities, (b) do not result in any Airport Interference, as described in Article 14 herein, (c) do not involve modifications or additions to electrical, plumbing, natural gas, or other utilities when the Facilities are owned by the Lessor, (d) any roof penetrations or replacement of roofing systems when the Facilities are owned by Lessor, (e) change to existing external façade materials, and (f) are performed and constructed in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of governmental authorities having jurisdiction.
- V. “Minor Repairs” shall mean Lessee’s normal maintenance and repairs in the performance of the requirements of Article 9 and replacement of obsolete, worn out or unusable equipment and fixtures.
- W. “Option Notice” shall mean the written notice from Lessee to Lessor notifying Lessor of Lessee’s desire to continue the lease of the Leased Premise for an Option Period.
- X. “Option Notice Period” shall mean the period that is at least one hundred and eighty (180) days prior to the expiration of the Primary Period or an available Option Period
- Y. “Option Period” shall mean one (1) five (5)-year option period where Lessee may continue to lease the Leased Premises as further described in Paragraph 3.03.
- Z. “Permitted Use” shall mean the right to use the Leased Premises for the sole purpose as a corporate hangar for the storage and maintenance of Lessee’s privately-owned Authorized Aircraft and for Lessee’s aeronautical offices. The Permitted Use does not include the use for any residential, retail, industrial, or manufacturing use or purpose unless otherwise specified herein.
- AA. “Primary Period” shall mean the initial term of the Agreement and shall be for a period of ten (10) years from the Effective Date.
- BB. “Release(d)” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, and shall include a substantial likelihood of a Release that requires action to prevent or mitigate damage to the environment that may result from such Release.
- CC. “SDS” shall mean Safety Data Sheets.
- DD. “Self-Fueling Facility” shall mean a facility owned by the Lessee and meeting the requirements of the Self-Fueling and Self-Servicing Policy of the Trust. Lessee has

been authorized to have a 12,000 gallon above-ground fuel grade storage tank for the storage of its Aviation Fuel, and any associated piping, pumping, and dispensing equipment. Lessee's above ground storage tank in the Self-Fueling Facility shall be double walled, fire resistant, meet the requirement of UL 2085 or such other pertinent standard agreed 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, or 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.

- EE. "Standard of 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 of 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.

1.02 Interpretation

- A. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Agreement refer to this 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 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 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 Agreement and are defined in Article 1/herein.

1.03 Incorporation of Exhibits

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

Exhibit A – Leased Premises Description & Depiction

Exhibit B – Bill of Sale

Exhibit C – 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 located at 6212 S. Air Cargo Road, Oklahoma City, Oklahoma 73159 as more specifically described on Exhibit A attached hereto and made a part hereof, together with the Facilities, subject to any and all existing and future building restrictions, setbacks, easements, and/or other restrictions and covenants, whether or not filed of record.

ARTICLE 3. TERM AND TITLE TO FACILITIES

3.01 Termination of the Original Lease

Commencing on this Agreement's Effective Date, the Original Agreement between the parties shall terminate.

3.02 Primary Period

This Agreement shall commence on the Effective Date and be for the duration of the Primary Period unless terminated earlier.

3.03 Option Period

At the expiration of the Primary Period, provided that no Event of Default by the Lessee has occurred and is continuing, the parties shall have the option to renew the lease for the Option Period at mutually agreeable terms subject to the rates and fees determined in accordance with Article 5. In order to exercise the Option Period, Lessee shall provide the Option Notice within the Option Notice Period to the Lessor. If the Lessee does not provide the Option Notice within the Option Notice Period or the parties do not mutually agree to the terms of the Agreement, then the Option Period is extinguished and Lessee's right, interest, title, use, and occupancy of the Leased Premises or its Facilities shall be null and void and the Agreement terminated at the end of the Primary Period.

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

During the Primary Period or any Option Period, the provisions of this Agreement shall be modified as necessary to affirm compliance requirements with applicable federal, state, or local laws, policies or administrative regulation and all amendments thereto.

3.05 Title to Facilities

It is understood and agreed by the parties that title to the Facilities constructed by the Lessee shall remain exclusively in the Lessee through December 31, 2027. On January 1, 2028, title to the Facilities, excluding the Self-Fueling Facility, shall vest in Lessor without any cost or expense and free and clear of any and all liens and encumbrances of whatsoever nature arising by, through or under Lessee including, but not limited to, mortgages, financing statements, security agreements, Laborer's, Mechanic's or Materialman's Liens, and/or any other liens or encumbrances not specifically enumerated herein. Lessee shall give Lessor a warranted Bill of Sale for the Facilities, excluding the Self-Fueling Facilities, in the form attached hereto as Exhibit "B" and such other documentation reasonably satisfactory to Lessor evidencing the vesting of a clear title to Facilities.

ARTICLE 4. PERMITTED 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 and Facilities only for the Permitted Use authorized herein. Lessee shall never use the Leased Premises or Facilities for any purpose other than the Permitted Use. Any other use of the Leased Premises or Facilities must be previously approved by the parties through written amendment hereto. 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 Restriction on the Use of the Leased Premises

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

- A. Hangars may only be used for aviation-related purposes or for the operation or maintenance of Authorized Aircraft.
- B. All Authorized 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. Authorized 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 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, and clogged/blocked storm inlets or drains.
- 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 runoff shall be discharged to the sanitary sewer by permit only.

4.03 Setbacks or other Restrictions

The use of the Leased Premises is 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. 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 by the FAA.

4.04 Commercial Activities

No commercial activities, sales, or other enterprises shall be permitted within or conducted on the Leased Premises or adjacent to the Facilities unless specifically permitted hereunder. 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 or adjacent to said Facilities. 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.

4.05 Authorized Aircraft

Only Authorized Aircraft set forth on Exhibit C shall be stored on the Leased Premises. Any changes, additions, or modifications to the list of Authorized Aircraft must be approved in writing by both parties before it shall become effective.

ARTICLE 5. RENTALS AND FEES

5.01 Primary Lease Period

A. Ground Rent

Commencing on the Effective Date and during the Primary Period, Lessee shall pay monthly to Lessor an annual Ground Rent which is calculated on a per square foot per year basis for the total square footage of land area contained in the Leased Premises. The initial annual Ground Rent rate shall be \$0.22 per square foot. Beginning on January 1, 2026, and through the remainder of the Primary Period, the Ground Rent shall escalate by \$0.01 per square foot every one (1) year thereafter for the remainder of the Primary Period.

B. Deferred Facility Rent

Commencing on the first day of the Effective Date through December 31, 2027, the Lessee shall pay \$1,388.89 monthly to the Lessor as Deferred Facility Rental.

C. Facility Rent

Prior to the Effective Date of this Agreement, the parties each had the Facilities appraised separately to establish the Facility Rent; however, the parties have agreed to delay the transfer of title from what was previously agreed to in the Original Agreement. Commencing on January 1, 2028 and with the transfer of title to the Facilities in accordance with Paragraph 3.05, Lessee shall pay Lessor monthly an annual Facility Rent through the remainder of the Primary Period. The initial Facility Rent on January 1, 2028 shall be \$40,475.33. Thereafter, commencing on January 1, 2029, and each year thereafter during the Primary Period of this Agreement, the annual Facility Rent will be increased by two percent (2%) per year from the previous year's Facility Rent.

5.02 Option Period

A. Ground Rent

Commencing on the first day of any Option Period, Lessee shall pay 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 based on the applicable aeronautical Ground Rent established by the Lessor for the Airport.

B. Facility Rent

Upon Lessor receiving the Option Period Notice, the Lessor shall cause the Facilities to be appraised. The appraisal shall be selected and paid for at the Lessor's sole cost and expense. The Lessee may elect to have the Facilities appraised under the same terms and conditions for the Lessor's consideration. The appraisal shall provide the valuation for aeronautical use of the Facilities and shall consider all vertical aeronautical structures under roof and any pavements and structures outside of the hangar's footprint but shall exclude the Self-Fueling Facility.

To calculate Facility Rent, the appraised value will be determined by utilizing a cost approach methodology, without considering any accrued depreciation, to determine the value of the present-day construction costs for the hangar and the appurtenances thereto as of the date of commencement of the Facility Rent. Once the present-day construction value is established, any accrued depreciation noted from the appraisal will then be applied against the present-day construction value to determine the appraised sales value. The Facility Rent will be 4-6% of the appraised sales value for the portion of the building used for aeronautical use.

In the event that the Lessee assumes responsibility for 100% of the maintenance obligations on the Lessor's Facilities during the Option Period, the annual Facility Rent for both the aeronautical and non-aeronautical use spaces, will be reduced by 20% in exchange for the Lessee providing 100% of all maintenance. Provided however, Facility Rent shall be subject to a 2% annual increase from the previous year's annual Facility Rent paid for either use.

The Facility Rent for both aeronautical and non-aeronautical spaces shall be confirmed by the parties at the commencement of an Option Period and shall be paid monthly to the Lessor. In the event of more than one Option Period is available to the Lessee, the reduced Facility Rent will continue to escalate by 2% annually on each year during any remaining Option Period(s) provided Lessee remains responsible for all maintenance responsibilities for the Facilities, Lease Premises, and associated pavement owned by the Trust on the Leased Premises.

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 rental 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. To aid in the timely receipt of rental payments, the Lessee is encouraged to make all payments through the bank-to-bank automated clearing house ("ACH") network.

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 Agreement, the Lessee will keep and maintain true and accurate records relating to its Permitted Use, 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 Agreement and shall be maintained for a period of no less than five (5) years after the end of the term of this Agreement.

ARTICLE 8. INGRESS AND EGRESS

Upon paying the rent hereunder and performing the covenants of this 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 roadways, taxiways, taxilanes, and runways provided by Lessor, serving said 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.

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 which shall include, but are not limited to, structure, structural, interior finishes, mechanical/HVAC, electrical, plumbing, pavement, roof, fencing, landscaping, and exterior maintenance and repair needs of the Facilities and Leased Premises. The Lessee shall likewise be responsible for any driveways or landscape and mowing of any right-of-ways to any curb line that is located off and adjacent to the Leased Premises, but that serve the Leased Premises. The Lessee was

previously in possession of 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 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 and kept in a safe, clean, neat, attractive, and healthful condition 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 22 herein.

9.03 Joint Inspection

On or before January 1, 2027, Lessee and Lessor representatives shall conduct a joint inspection of the Facilities and/or Leased Premises to determine any needed repairs and other maintenance items to be accomplished by the Lessee within the following year in performance of the Lessee’s obligations under this Agreement or within such other time agreed to and confirmed in writing by the Lessee and Lessor. Such repairs shall be commenced and completed timely in order to prevent further damage or deterioration. No alterations or repairs shall be made in or on said Leased Premises except as provided in Article 11 hereof.

Beginning in 2028 and continuing every three (3) years thereafter for the remainder of the Primary Period and any Option Period, Lessee and Lessor representative shall conduct a joint inspection of the Facilities and/or Leased Premises to determine any needed repairs and other maintenance items to be accomplished by the Lessee within the following year in performance of Lessee’s obligations under this Agreement or within such other time agreed to and confirmed in writing by the Lessee and Lessor. Such repairs shall be commenced and completed timely in order to prevent further damage or deterioration. No alterations or repairs shall be made in or on said Leased Premises except as provided in Article 11 hereof.

ARTICLE 10. LESSOR’S MAINTENANCE AND REPAIR OBLIGATIONS

The parties agree that the Lessor shall have no repair or maintenance obligation or responsibilities for the Facilities or Leased Premises during the Primary Period and any Option Period.

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 Director’s approval but Lessee shall not otherwise construct, install, remove, modify, alter, improve, 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 Lessee's site plan, approval of the building plans and specifications for the proposed project, FAA Air Space approval as described in Paragraph 11.04, obtaining all applicable permits, Lessee or Lessee's contractor providing insurance and bonds, as well as other Lessor considered necessary condition(s). No construction, modification or alteration shall occur until Lessee has a written Notice of Authorization to Proceed with Construction from the Director as required herein.

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 Title to Improvements or Alterations

In the event that Lessee makes alterations or improvements to the Leased Premises, the use thereof shall be enjoyed by Lessee during the remaining Term of this Agreement without the payment of additional fees therefor, but such alteration or improvements shall become the property of Lessor at the time title to the Facilities transfer to the Lessor as 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 Federal Aviation Administration ("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, then no construction or operations may begin or continue under this 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 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 Environmental Study

Lessee acknowledges and agrees that it is Lessee's responsibility to inspect and investigate the physical and environmental condition of the Leased Premises and to determine to Lessee's satisfaction the condition, quality, merchantability, suitability, and environmental condition of the Leased Premises for Lessee's uses and purposes. Lessee further acknowledges and agrees that Lessee was provided reasonable access to the Leased Premises and an opportunity to conduct due diligence relating to the Leased Premises. Unless otherwise noted herein, any Contamination or Hazardous Materials found on the Leased Premises is presumed to be from the Lessee unless there is clear and convincing evidence that the Contamination or Hazardous Material migrated onto the Leased Premises from an upgradient source or occurred prior to January 28, 2004 when Lessee first occupied the Leased Premises under the Original Agreement.

12.02 Hazardous Material

Lessee hereby covenants not to permit or introduce any Hazardous Material(s), other than those specifically addressed below in Paragraph 12.02 (A) through (E), to be brought upon, used, kept, generated or stored in or about the Leased Premises 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 operation hereunder and will be used, kept, generated, disposed, 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 disposal 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 Environmental Laws and FAA AC 150/5320-15A, or as the same may be subsequently amended or replaced, unless otherwise agreed to in writing by the Lessor except to the extent inconsistent with Environmental Laws. Lessee shall maintain SDS for all Hazardous Materials. All drums, tanks, or containers that contain Hazardous Materials shall be properly labeled. If Lessee breaches the obligations stated in this Article 12 or if the presence of Hazardous Materials or chemicals that may become Hazardous Materials on or migrating from the Leased Premises or use of the Airport 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 shall be liable to Lessor and the City for any and all damages and reasonable and actual costs of investigation, response, remediation, and restoration relating to or resulting therefrom pursuant to this Agreement as well as any applicable federal, state or other relevant authority. During any term of this Agreement, Lessee shall maintain and produce, upon written request by the Director, a record of the date, the approximate amount, and type of any Hazardous Material that is Released in reportable quantities onto or from the Premises.

A. Fuel and Fueling Activities

Lessor acknowledges that Lessee may introduce and store Hazardous Materials on the Leased Premises through Lessee's self-fueling activities in accordance with Lessee's Fuel Storage Agreement. Lessee shall own all fuel and be responsible for any Hazardous Material Contamination 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 aeronautical materials or fluids

Lessee may store aviation related grease, motor oil, and such other similar aeronautical materials or fluids on the Leased Premises to be used in the ordinary course of Lessee's approved operations. All grease, oil, and other similar aeronautical materials or fluids shall be stored indoors to the extent reasonably practical. All grease, oil and other similar aeronautical materials or fluids approved herein, or waste generated from any approved grease, oil and other similar aeronautical materials or fluids should be managed in strict compliance with all applicable Environmental Laws. Lessee shall remove or cause the removal of, to the extent reasonably practicable, but in all cases in accordance with Environmental Law, all Released or accumulated fuel, oil, grease, or other similar aeronautical materials or fluids, other than *de minimis* quantities, on the Airport or Leased Premises that are the result of Lessee's operation under this 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 uses, products, and waste generated from the use of these products in compliance with all applicable Environmental Laws. Chlorinated solvents, PFAS substances listed or regulated by Environmental Law, and any compounds and/or products intentionally containing or 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 in compliance with the Airport's Stormwater Pollution Prevention Plan, Snow and Ice Control Plan (if applicable), the Airport's rules, policies, and procedures, FAA ACs, Best Management Practices, and applicable state, local, or federal laws or regulations.

E. Aircraft: Deicing or Anti-icing Activities

All Aircraft deicing must be performed by an FBO only in the designated location on the Airport. No Aircraft deicing fluids may be stored on the Airport by Lessee.

12.03 Compliance with Environmental Law(s), Regulations, and Permits

Lessee and any Lessee contractor or subcontractor shall conduct all of their activities: (a) in compliance with Environmental Laws, the environmental provisions of this Agreement, the Lessor's rules, policies, regulations, Airport's SWPPP, 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 accordance with Best Management Practices applicable to the Lessee's use of the Leased Premises and the Airport. In the event of a conflict between any provisions of this Agreement and any Environmental Laws, the more stringent provisions shall govern. Lessee shall obtain any and all applicable and required permits, coverages, approvals, or licenses necessary for the discharge or runoff of stormwater associated with the use of the Leased Premises or the Airport, including obtaining coverage or a no exposure certificate from ODEQ under ODEQ Multi-Sector General Permit OKR05, to the extent required under applicable Environmental Laws. Lessee shall conduct all of its activities in compliance with ODEQ Multi-Sector General Permit OKR05, Oklahoma City Storm Water Quality Management permit, as applicable, and any other applicable rules, regulations, permits, authorizations, or approvals of, with, or from any regulatory agency of competent jurisdiction, and the Airport's SWPPP. Any request for a no exposure certificate or notice of termination for activities on the Airport under ODEQ Multi-Sector General Permit OKR05 shall be communicated in advance to the Director. Unless otherwise required, or upon written request, Lessee shall provide all documentation to the Director evidencing compliance with applicable federal, state, and local industrial stormwater regulations and requirements, and any other applicable environmental regulatory program including, but not limited to, all applicable permits, authorizations, approvals, certifications of no exposure, notices, correspondence, submissions, inspection reports, monitoring reports, and spill reports. Lessee shall include the Director in all communications Lessee or anyone on its behalf has with any state or local environmental regulatory entity regarding any alleged non-compliance with applicable federal, state, and local environmental regulations regarding the Leased Premises or the Airport.

12.04 Hazardous Materials Release

Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner Release Hazardous Materials upon the Leased Premises or Airport in reportable quantities, Lessee shall be strictly, jointly, and severally liable to the Lessor, and shall incur and assume all liability pursuant to Environmental Laws relating to such Release. 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 of this Agreement and in the event of assignment of the Agreement of any portion of the Leased Premises covered by this Agreement, then both the Assignee/Assignor, whichever the case may be, shall be jointly and severally responsible to fully comply with this Article 12 whether such Hazardous Materials Release or Contamination occurs before, during, or after

such assignment of the Leased Premises or use of the Leased Premises or Airport by the Assignee/Assignor or the Sublessor/Sublessee.

A. Immediate Response

After notifying 9-1-1 and providing any other notifications required by Environmental Laws, Lessee shall immediately notify the Airport Operations Center at 405-316-3300 of any Release of Hazardous Material(s) in a reportable quantity as such Release is known to Lessee or Lessee's sublessee. Lessee shall immediately respond to such Release in order to contain, remove, recover, clean, and dispose as necessary, and shall remove, to the extent reasonably practicable but in all cases in compliance with Environmental Law, all 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 quantity, Lessee shall timely complete all required reporting obligations, including 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 Agreement, or any Release of Hazardous Material or Contamination 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 sole and exclusive discretion, prior to the regulatory agency's approval. The Leased Premises and Airport shall be reasonably returned to the condition existing prior to the Release of any such Hazardous Material or as otherwise agreed to by the Trust in its sole and exclusive discretion.

Prior to proposing any limiting condition or restricted use as the basis for corrective action or remediation proposal to a regulatory agency, Lessee shall seek Lessor's approval of corrective action or remediation using a risk based corrective action approach to achieve a 'no further action' or equivalent determination of completion. Should the Lessor approve such an alternative risk-based approach in the sole and exclusive 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 and liabilities the Lessor may incur in relation to any residual contamination and residing on Lessor property after Lessee has completed such a risk-based corrective action, which liability and indemnification

shall survive the termination of this 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, Lessor agrees to reasonably approve cleanup criteria and investigation, monitoring, and remediation activities that comply with Environmental Laws and are consistent with both current uses of the Leased Premises as well as the Lessor's future development plans.

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

Lessee shall provide the Lessor advance draft(s) of all proposed workplans, reports, submissions, correspondence, approvals, and the like relating to response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the Lessor reasonable time of not less than sixty (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) days following completion of any response, remediation, or restoration action required by this Agreement or the Environmental Laws, Lessee shall provide the Lessor with a written report outlining, in detail, actions taken, and milestones achieved, including full and complete copies of all documentation relating to same.

12.05 Environmental Indemnification

In addition to all other indemnities provided in this Agreement, Lessee agrees to defend, indemnify, and hold the Lessor and the City free and harmless from and against 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 expert and consulting fees and costs, reasonable attorneys' fees and 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 of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials 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 whether or not: (a) made, commenced, or incurred during the term; or (b) made, commenced, or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term; provided, however, Lessee's obligation to indemnify and defend 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; (b) any Hazardous Material demonstrated to have been Released by a third-party's activities unrelated to Lessee's activities; or (c) any Hazardous Material (for which Lessee is not otherwise responsible) clearly demonstrated to have: (a) existed prior to this Agreement or be migrating onto the Leased Premises from some other location, and (b) through no action, inaction, or fault of Lessee.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there-from.

12.06 Remedies not Exclusive

No remedy provided herein shall be exclusive. The Lessor shall be entitled to any and all remedies at law or in equity, including without limitation, full reimbursement from Lessee whenever the Lessor incurs any costs or experiences any reasonable quantifiable loss, liability, or damage resulting from Lessee's use, generation, or Release 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 even if any such loss, liability, or damage occurs after the expiration or earlier termination of the Agreement.

12.07 Environmental Reporting and Permitting

Lessee shall make available to the Lessor upon request copies of all SDS for all Hazardous Materials used or stored on the Leased Premises or elsewhere on the Airport. To the extent applicable, Lessee shall provide the Lessor with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any plan, report, or notice Lessee maintains on the Leased Premises or Airport, 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 regulations.

12.08 Violation of Environmental Laws

If Lessee causes or contributes to a violation of any Environmental Laws concerning the presence, use, generation, storage, disposal, or other management of Hazardous Materials, Lessee shall promptly take such actions as are necessary to mitigate and correct the violation. If Lessee does not act in a prudent and prompt manner, Lessor reserves the right, but not the obligation, to enter 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 any 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, human health, safety, and/or the environment, the Lessor reserves the right, but not the obligation, to enter 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 therefore. 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 or 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 Agreement notwithstanding, this 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 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 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 Agreement during normal business hours with advanced notice provided to the Lessee when reasonably possible.

13.05 Reservation of Rights

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

ARTICLE 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 on such premises, 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 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 22.

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. 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.

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 Facilities, or that may occur during 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 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 Regulation 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 laws, policies, administrative 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.

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 Communications Equipment

Lessee shall not 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 communications equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems (collectively "Communications Equipment") that could cause or be used to create electrical interference with communication between the Airport, the control tower, and any 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 security systems or the services provided by any Airport communications.

In the event that any of Lessee's Communication Equipment should create an Airport Interference or violate this section at any time, the Lessee shall disable such system immediately upon notification from the Director and collaboratively work with Lessor's staff to resolve any conflicts before such Communications Equipment may resume operations.

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 Aeronautical Minimum Standards shall be defined as the “Minimum Standards for Aeronautical Activities and Leasing of Land and Facilities at Oklahoma City Airports”, effective January 1, 2023, as the same may be amended and revised from time to time. Said Minimum Standards are incorporated herein and made a part hereof by reference. To the extent the Minimum Standards and this Agreement conflict, this 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 acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of 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 Agreement.

20.02 Insurance

Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Agreement with insurance carriers or risk retention groups having an AM Best rating of A-VII or better, or equivalent rating from a comparable and reputable rating service, who are authorized to do business in the State of Oklahoma, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

A. Workers' Compensation and Employer's Liability Insurance

Lessee shall maintain during the term of the Agreement, Workers' Compensation Insurance in the amount as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in a recommended amount of no less than \$1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance

Lessee shall carry a policy of Commercial General Liability Insurance, which must include coverage for 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 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 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 Authorized 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

Lessee shall purchase and maintain in effect, during the initial and renewal term(s) hereof, with responsible underwriters approved by Lessor and authorized to do business in the State of Oklahoma, 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. The Lessor shall be named as an additional insured for all insurance on buildings and structures when owned by the Lessor or as a loss payee for all buildings and structures owned by the Lessee or 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 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 Lessor's option. During the term of the Agreement, if the Lessee's elected insurance program exceeds any previously 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. Certificate of Insurance

Certificate(s) of Insurance approved by the Oklahoma Insurance Department for any policy providing coverage at the Airport shall be submitted to the Lessor prior to the Effective Date of this Agreement and maintained throughout the Term of this Agreement. The Certificate(s) of Insurance must include all of the line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible, and coverage limits as required in the Agreement, all additional insured parties, and any required contractual liability coverage as required within this Paragraph 20.04 and be signed by the authorized representative of the insurance company.

C. Additional Insured

Except for the Workers' Compensation, and Employer's Liability Insurance, the Certificates of Insurance shall name Lessee as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (equivalent in coverage provided to the Lessee as a named insured). Additional insured status must be shown on the Certificates of Insurance.

D. Subordination and Subrogation

Any insurance policy or liability coverage of the City or the Lessor shall be considered subordinate, if applicable at all, to any coverage of the Lessee and Lessee's coverage shall at all times provide and state that it shall be primary

coverage. Lessee waives right of subrogation or claims of contribution by the Trust or the City.

E. Notice of Change in Policy

Lessee must provide Lessor at least thirty (30) days prior written notice of any cancellation, non-renewal, 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).

F. Inspection of Policy

In the event of a claim related to the Lessee's operations at or from the Airport and the Trust or City is a named party, then the Trust and the City reserves the right to inspect complete copies of any insurance policies required in Article 20 that name the City or Trust as an additional insured. In this event, said policies shall be made available by the Lessee for inspection and review on a timely basis at the Airport.

G. Contractual Liability

The Certificate of Insurance for the Commercial General Liability Insurance shall provide coverage for Lessee's contractual liabilities. 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 Agreement, Lessee agrees that Lessee's contractual obligations to the Lessor are not diminished by the Lessee's elected insurance provisions. Applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement.

E. Failure to Maintain Insurance

If Lessee fails to maintain the foregoing insurance or fails to provide a current certificate of insurance to 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 requirements 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. DAMAGE OR DESTRUCTION OF FACILITIES

In the event of damage or destruction to greater than the insurable value of the Facilities on the Leased Premises and such damage or destruction is not reasonable repairable within twenty-four (24) months from the date of the loss or damage or in such time as otherwise agreed to by the parties, either party shall have the option, exercisable by written notice given to the other party within sixty (60) days after the occurrence of such event, to terminate this Agreement and such

termination shall be effective as of the date of such damage, destruction, or loss. In all other events, the Facilities shall be reasonably repaired unless the parties agree to some other alternative arrangements.

ARTICLE 22. TERMINATION FOR EVENTS OF DEFAULT

22.01 Termination by Either Party

In the event that either party shall fail to perform, keep, and observe any of the terms, covenants, or conditions to be performed, kept, and observed (“Event of Default”), the non-defaulting party may terminate the 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 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 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 Agreement without further notice or time to cure provided to the other party.

22.02 Lessor’s Option to Eliminate Event of Default

As an alternative to termination of the 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 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.

22.03 Meeting

Within the thirty (30) day notice period set forth in paragraph 23.01 for monetary or non-monetary Events of Default, the parties may meet to discuss and to try to resolve any Events of Default in lieu of termination of this Agreement.

22.04 Notices

Notwithstanding Paragraphs 23.01, 23.02 and 23.03, Lessor may terminate this 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 that are beyond either

Lessee's or Lessor's reasonable control including fire, floods, earthquake, tornadoes, labor disputes, war, acts of terrorism, health related pandemic, or other similar calamity.

22.05 Repossession

In the event the Lessor terminates this 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 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.

22.06 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.

22.07 Monies Due After Termination

No termination of this Agreement and no repossession of the Leased Premises or any part thereof shall relieve the Lessee of Lessee's obligations and liabilities under this 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 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 Agreement by Lessee if this 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.

22.08 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.

22.09 Breach

In the event of any breach or threatened breach by Lessee of any of the terms contained in this 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 Agreement shall be terminated only in the manner set forth herein.

ARTICLE 23. WAIVER OF STATUTORY NOTICE

In the event Lessor exercises its option to terminate this Agreement for any reason, any notice of termination given by Lessor to Lessee as provided in this Agreement shall be sufficient to cancel and terminate this 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 section of Title 41 of the Oklahoma Statutes. Upon such termination, Lessee hereby agrees that it will forthwith surrender up possession of the demised premises to Lessor.

ARTICLE 24. 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 the Primary Period or any applicable Option Period. Any damage resulting from the removal of personal property shall be repaired by Lessee by the termination or expiration date of this 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.

ARTICLE 25. 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

interest, equity position, voting control, or ownership of Lessee, including by sale, merger, consolidation, or other reorganization (collectively referred to as a “Change in Control”), shall be deemed to be an assignment of this Agreement that requires the express written consent of the Lessor, as provided in Article 26. As used in this Agreement, a “Change in Control” means a change in the ownership of more than 50% of the outstanding voting equity interests of Lessee or a change in the possession of the power to direct or cause the direction of the management and policies of Lessee, whether through the ownership of voting equity, by statute, or according to the provisions of a contract. If a Change in Control occurs without the prior written approval of Lessor, then the Lessor may terminate this Agreement under the provisions of Article 22 hereof. 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 Agreement under the provisions of Article 22 hereof. 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 Agreement. As required by Article 26, 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 Agreement, the sufficiency of which shall be in the sole discretion of the Director.

ARTICLE 26. ASSIGNMENT AND SUBLETTING

26.01 Written Approval for Assignment

Lessee shall not assign this 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 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 shall be considered an assignment within the meaning of this 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 an 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 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 Agreement.

26.02 Lessee Continuing Liability

In the event of any approved assignment, the assigning Lessee shall remain liable to Lessor pursuant to Article 12 of this Agreement for events arising prior to the date of such an 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.

26.03 Subleasing

Subleasing all or any portion of the Leased Premises is not allowed.

ARTICLE 27. 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 28. CIVIL RIGHTS TITLE VI ASSURANCE

28.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this 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 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 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 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 Trust/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 Agreement, the Lessor will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in the Agreement] 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 Agreement until the Lessee complies; and/or
 2. Cancelling, terminating, or suspending an Agreement, in whole or in part.
- F. Incorporation of Provisions: The Lessee will include the provisions of [Paragraph 28.01, 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.

28.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this 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 29. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

29.01 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 as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this 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.

29.02 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 as a covenant running with the land 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 Nondiscrimination Acts and Authorities.

29.03 Right to Enter

With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of Lessor and its assigns.

ARTICLE 30. EMPLOYEE BADGING AND BACKGROUND CHECKS

30.01 Requirements

Lessee shall be responsible for requesting the issuance of Airport security badges to all officers, invitees, employees, suppliers, contractors, and agents who will be employed in the terminal building or will need access to secured areas at the Airport. Lessee's officers, invitees, employees, suppliers, contractors, and agents must abide by all applicable security regulations of the Department of Airports (DOA), Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). Any of Lessee's officers, invitees, employees, suppliers, contractors, and agents who require unescorted access to any secured areas of the Airport where access is controlled must make application for, and wear, the properly designated Airport security badge. Those employees or contractors seeking access to secured areas must submit a set of fingerprints for a Criminal History Records Check (CHRC) conducted by the Federal Bureau of Investigation (FBI) as required by TSA Regulation Part 1542. In addition, the applicant must submit biographical information for a Security Threat Assessment (STA) conducted by the TSA. At the time the application is made, Lessee shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge, based on the Trust's current Miscellaneous Fee and Rental Schedule. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$20.00 per person. Upon satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued.

30.02 Lost, Stolen Badges, or Termination of Employment

Lessee shall or cause its officers, invitees, employees, suppliers, contractors, and agents to: (a) immediately report lost or stolen security badges; (b) immediately return security badges of all personnel transferred, or terminated, from Airport assignment; (c) immediately return all security badges of personnel terminated from the Lessee's employment; (d) immediately return all security badges upon termination or cancellation of this Agreement; and (e) immediately report to the Director or his designated representative the names of all persons from whom Lessee is unable to obtain the return of security badges.

30.03 Renewal of Badges

Upon expiration of any badge, Lessee shall ensure that all officers, invitees, employees, suppliers, contractors, and agents timely renew their badge and pay the then applicable badge renewal fee which is currently \$15.00 per person.

ARTICLE 31. CIVIL PENALTIES

31.01 Assessment

Lessee shall be responsible for any civil penalties which may be assessed upon it, or the Trust, or the City, for violations occurring at the Airport by Lessee, its officers, invitees, employees, suppliers, contractors, and/or agents. Should a civil penalty assessment be made to Lessee, the Trust, or the City as a result of the actions of Lessee, its officers, invitees, employees, suppliers, contractors, and/or agents, the Trust shall also charge and bill Lessee a processing fee of two hundred fifty dollars (\$250.00) plus the amount of any civil penalty. Lessee shall pay Trust such amount immediately upon receipt of such invoice.

31.02 Indemnification

In this regard, Lessee will indemnify, defend and hold the Oklahoma City Airport Trust and the City of Oklahoma City harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such civil penalty assessment, or claim of such civil penalty assessment. This provision shall survive the termination of this Agreement.

ARTICLE 37. GENERAL CONDITIONS

32.01 Notices

Notices 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) 316-3200
Email: wrwabusinessproperties@okc.gov

For the Lessee: Bob Howard
44SH LLC
1101 N. Broadway, Suite 400
Oklahoma City, OK 73103
(405) 488-6208
Email: bob@mbokc.com

David Story
1101 N. Broadway, Suite 400
Oklahoma City, OK 73103
Telephone: (405) 740-4100
Email: dstory@rehcollc.com

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 32.01.

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 or sent through the U.S. Postal Service regular delivery, or electronic mail.

32.02 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.

32.03 Binding Effect

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

32.04 Severability

In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.

32.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Lessor and the Lessee concerning the 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 Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Lessor and Lessee.

32.06 Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

32.07 Effect of Saturdays, Sundays and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

32.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

32.09 Construction and Enforcement

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

32.10 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.

32.11 Construction of Agreement

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

32.12 Recitals Contractual in Nature

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

32.13 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 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.

32.14 Conflicts

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

32.15 Surrender of the Leased Premises

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this 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 Agreement, ordinary wear, tear and obsolescence only excepted.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

44SH L.L.C, LESSEE


Signature 

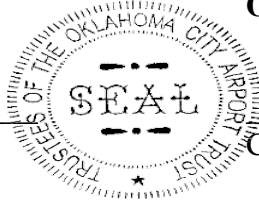
Robert E. Howard II
Printed Name

Manager
Title

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 27TH day of MARCH, 2025.

ATTEST:

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Jerry Salmon
Chairman

APPROVED by The City of Oklahoma City and signed by the Mayor this 8TH day of APRIL, 2025.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor /
Attorney for the Trust

EXHIBIT A – LEASED PREMISES DESCRIPTION & DEPICTION

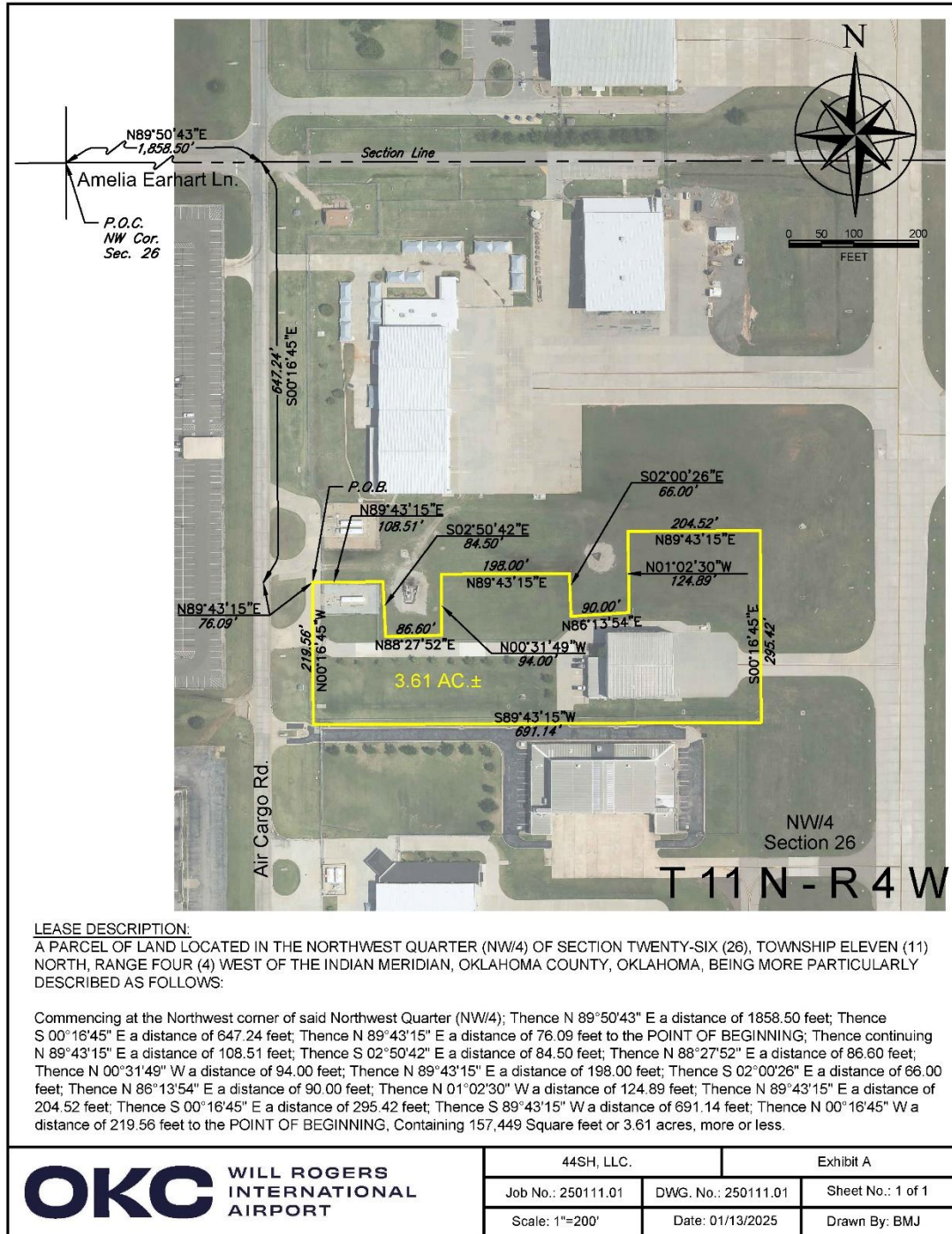


EXHIBIT B – BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That 44SH L.L.C., 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, effective on December 31, 2027, as follows:

Hangar located at 6212 S. Air Cargo Road, Oklahoma City, OK 73159 and all associated pavements, other Facilities and improvements erected or placed on the leased premises, **except any Self-Fueling Facility** (collectively, the “Facilities”) located at OKC Will Rogers International Airport, as identified on Exhibit A attached hereto and made a part hereof.

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 C – AUTHORIZED AIRCRAFT

Manufacture	N-number	Registered Owner
CESSNA	N-44SH	44SH LLC



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
2/4/2025

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

AGENCY Messer-Bowers Company 6701 N Broadway Suite 201 Oklahoma City, OK 73116		PHONE (A/C, No, Ext): (405) 840-4351	COMPANY New Hampshire Insurance Co	
FAX (A/C, No): (405) 842-1009		E-MAIL ADDRESS: ncampbell@messerbowers.com		
CODE: AGENCY CUSTOMER ID #: 44SHLL-001		SUB CODE:		
INSURED 44SH LLC PO Box 30746 Edmond, OK 73003		LOAN NUMBER		POLICY NUMBER 01-LX-053406567-3
		EFFECTIVE DATE 2/4/2025	EXPIRATION DATE 2/4/2026	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc # 1, Bldg # 1, 6212 S. Air Cargo Road, Oklahoma City, OK 73159, Hangar
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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS					
Loc # 1, Bldg # 1					
Building, Special (Including theft), Replacement Cost				\$1,360,302	1,000
Business Personal Property, Special (Including theft), Replacement Cost				\$130,000	1,000

REMARKS (Including Special Conditions)

Special Conditions: Building Wind/Hail deductible is 5%
The City of Oklahoma City and the Oklahoma City Airport Trust is included as additional insured and loss payee

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Oklahoma City and the Oklahoma City Airport Trust 7100 Terminal Drive, Box 937 Oklahoma City, OK 73159	<input checked="" type="checkbox"/> ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		AUTHORIZED REPRESENTATIVE <i>John BOWEN</i>

USAIG Certificate of Insurance

This is to certify to: Whom It May Concern

whose address is:

that: 44SH, LLC

whose address is: 1019 Waterwood Parkway, Suite F
Edmond, Oklahoma 73034

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Liability stated below, at the following locations: Worldwide.

Descriptive Schedule of Coverages

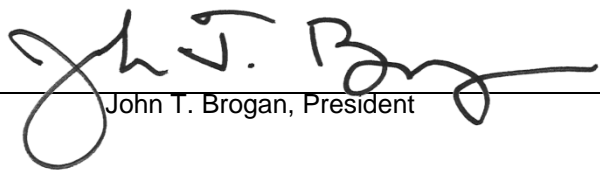
2005 Cessna Citation Sovereign 680, N44SH

Kind of Insurance	Policy Number	Policy Term	Limits of Liability	
COVERAGE A – Liability for Scheduled Aircraft	SIHL1P978	March 31, 2024 - March 31, 2025		Each Occurrence \$ 150,000,000
Including War, Hijacking and Other Perils Limited Write-Back Coverage Annual Aggregate				\$ 50,000,000
COVERAGE N - Medical Payments (Each Passenger)				\$ 100,000
COVERAGE P - Physical Damage to Scheduled Aircraft	SIHL1P978	March 31, 2024 - March 31, 2025		
Including War, Hijacking and Other Perils Limited Write-Back Coverage Including Certified Terrorism Loss Coverage				
	Not In-Motion Deductible	In-Motion/Ingestion Deductible		Insured Value
2005 Cessna Citation Sovereign 680, N44SH	\$ Nil	\$ Nil		\$ 6,000,000
COVERAGE I – Liability for Aviation Premises	SIHL1P978	March 31, 2024 - March 31, 2025	Each Aircraft	Each Occurrence \$ 150,000,000
COVERAGE K – Ground Hangarkeeper's Liability Deductible			\$25,000,000	\$ 25,000,000 \$ Nil

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By _____
John T. Brogan, President

date: March 31, 2024

USAIG Certificate of Insurance

This is to certify to: City of Oklahoma City – Department of Airports

whose address is: Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159

that: 44SH, LLC

whose address is: 1019 Waterwood Parkway, Suite F
Edmond, Oklahoma 73034

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Liability stated below, at the following locations: Worldwide.

Descriptive Schedule of Coverages

2005 Cessna Citation Sovereign 680, N44SH

Kind of Insurance	Policy Number	Policy Term	Limits of Liability
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COVERAGE A – Liability for Scheduled Aircraft	SIHL1P978	March 31, 2024 - March 31, 2025	Each Occurrence \$ 150,000,000
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Including War, Hijacking and Other Perils Limited Write-Back Coverage Annual Aggregate			\$ 50,000,000
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COVERAGE N - Medical Payments (Each Passenger)			\$ 100,000
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COVERAGE P - Physical Damage to Scheduled Aircraft	SIHL1P978	March 31, 2024 - March 31, 2025	
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Including War, Hijacking and Other Perils Limited Write-Back Coverage
Including Certified Terrorism Loss Coverage

	Not In-Motion Deductible	In-Motion/Ingestion Deductible	Insured Value
2005 Cessna Citation Sovereign 680, N44SH	\$ Nil	\$ Nil	\$ 6,000,000

COVERAGE I – Liability for Aviation Premises	SIHL1P978	March 31, 2024 - March 31, 2025	Each Aircraft	Each Occurrence \$ 150,000,000
---	-----------	---------------------------------	---------------	-----------------------------------

COVERAGE K – Ground Hangarkeeper's Liability Deductible			\$25,000,000	\$ 25,000,000 \$ Nil
--	--	--	--------------	-------------------------

Please see the attached endorsement(s).

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., *Aviation Managers*

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By  John T. Brogan, President

date: March 31, 2024

Additional Insured(s)

With respect to coverage provided by this endorsement and in consideration of an additional premium of \$Included, this policy is amended as follows:

1. **(Additional Insured) WHO IS AN INSURED** (PART I) is amended to include as an additional insured the person(s) or organization(s) shown in the **Schedule** but only for claims of **bodily injury** or **property damage** and only with respect to your ownership, maintenance or use of the **scheduled aircraft**.
2. **(Notice of Cancellation)** If we or the Aviation Managers make a material change or cancel this policy, we agree to give thirty (30) days notice [ten (10) days in the event of cancellation due to non-payment of premium or seven (7) days or shorter period as may be customary in the case of War Risks Insurance] before the cancellation date, or the material change becomes effective, to the person(s) or organization(s) shown in the **Schedule**.

Schedule

City of Oklahoma City – Department of Airports
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159

All other provisions of this policy remain the same.

Page 1 of 1 Pages

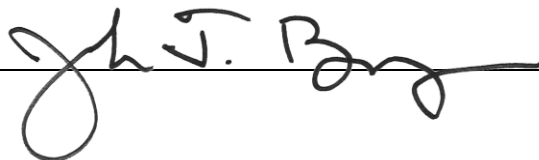
Policy Issued to: **44SH, LLC**

March 31, 2024 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

TBA
Endorsement No.

By



368a-0420

(CAP)

USAIG Certificate of Insurance

This is to certify to: JetPro and its employed pilots

whose address is: 3201 Stelhorn Road
Fort Wayne, Indiana 46815

that: 44SH, LLC

whose address is: 1019 Waterwood Parkway, Suite F
Edmond, Oklahoma 73034

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Liability stated below, at the following locations: Worldwide.

Descriptive Schedule of Coverages

2005 Cessna Citation Sovereign 680, N44SH

Kind of Insurance	Policy Number	Policy Term	Limits of Liability
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COVERAGE A – Liability for Scheduled Aircraft	SIHL1P978	March 31, 2024 - March 31, 2025	Each Occurrence \$ 150,000,000
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Including War, Hijacking and Other Perils Limited Write-Back Coverage Annual Aggregate			\$ 50,000,000
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COVERAGE N - Medical Payments (Each Passenger)			\$ 100,000
---	--	--	------------

COVERAGE P - Physical Damage to Scheduled Aircraft	SIHL1P978	March 31, 2024 - March 31, 2025	
---	-----------	---------------------------------	--

Including War, Hijacking and Other Perils Limited Write-Back Coverage
Including Certified Terrorism Loss Coverage

	Not In-Motion Deductible	In-Motion/Ingestion Deductible	Insured Value
2005 Cessna Citation Sovereign 680, N44SH	\$ Nil	\$ Nil	\$ 6,000,000

COVERAGE I – Liability for Aviation Premises	SIHL1P978	March 31, 2024 - March 31, 2025	Each Aircraft	Each Occurrence \$ 150,000,000
---	-----------	---------------------------------	---------------	-----------------------------------

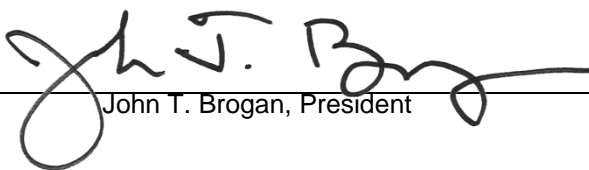
COVERAGE K – Ground Hangarkeeper's Liability Deductible			\$25,000,000	\$ 25,000,000 \$ Nil
--	--	--	--------------	-------------------------

Please see the attached endorsement(s).

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., *Aviation Managers*

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By  _____
John T. Brogan, President

date: March 31, 2024

Additional Insured(s)

With respect to coverage provided by this endorsement and in consideration of an additional premium of \$Included, this policy is amended as follows:

1. **(Additional Insured) WHO IS AN INSURED** (PART I) is amended to include as an additional insured the person(s) or organization(s) shown in the **Schedule** but only for claims of **bodily injury** or **property damage** and only while the **scheduled aircraft** is being operated by, for, or with the permission of the **Named Insured**.
2. **(Notice of Cancellation)** If we or the Aviation Managers make a material change or cancel this policy, we agree to give thirty (30) days notice [ten (10) days in the event of cancellation due to non-payment of premium or seven (7) days or shorter period as may be customary in the case of War Risks Insurance] before the cancellation date, or the material change becomes effective, to the person(s) or organization(s) shown in the **Schedule**.

Schedule

JetPro and its employed pilots
3201 Stellhorn Road
Fort Wayne, Indiana 46815

All other provisions of this policy remain the same.

Page 1 of 1 Pages

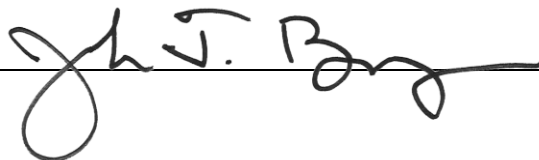
Policy Issued to: **44SH, LLC**

March 31, 2024 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

TBA
Endorsement No.

By



368-1020

(CAP)



Grupo Mexicano de Seguros, S.A. de C.V.

Tecoyotitla No. 412 Edificio GMX
Ex hacienda de Guadalupe Chimalistac México,
C.P. 01050 Álvaro Obregón, D.F. México
Tel 54 80 40 00 Fax 56 62 97 14

Póliza de Seguro de Aviación

Póliza N° 01-45-07001909-21762-04

Límites Legales para aeronaves de uso Privado (No Comercial)

Datos del asegurado

Nombre y dirección del asegurado	44SH, LLC 1019 Waterwood Parkway, Suite F Edmond, Oklahoma 73034
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Nota

En consideración al pago de la prima especificada, Grupo Mexicano de Seguros, S.A. de C.V. certifica que la persona señalada en esta Póliza como "El Asegurado" queda amparado dentro del periodo de vigencia contratado, de acuerdo con los términos, estipulaciones, exclusiones y condiciones aquí incluidas, por acontecimientos o accidentes que ocurran mientras al aeroplano abajo especificado se encuentre dentro de los límites territoriales de la República Mexicana y por resolución dictada por los tribunales competentes de la misma.

Vigencia

365	Días	De /	March 31	/2024	12:01 A.M. LST
		A /	March 31	/2025	

Prima Pagada

Prima	US \$	70.15
Gastos de Expedición	US \$	1.25
I.V.A	US \$	13.60
Total	US \$	85.00

MARCA y MODELO	No. DE SERIE	MATRICULA	AÑO DE CONSTRUCCION	CAPACIDAD
Cessna 680	680-0023	N44SH	2005	11
AEROPUERTO EN MEXICO: República Mexicana				

USO DE AERONAVE: Privado

Cobertura:

De acuerdo a los artículos 70 y 72 de la Ley de Aviación Civil, la indemnización de Daños a Terceros se estipula de la siguiente manera:

a) Daños a Terceros en su propiedad, 35,000 días de salario mínimo vigente en México, para una sola aeronave 200,000 días de salario mínimo vigente en México, para dos o más aeronaves legalmente establecidas como flotilla y que su peso es menor de 3 toneladas, ó 350,000 días de salario mínimo vigente en México, para dos o más aeronaves legalmente establecidas como flotillas y su peso es mayor a 3 toneladas.

b) Daños a Terceros en su persona 21,900 días de salario mínimo vigente en México, para una sola aeronave 200,000 días de salario mínimo vigente en México, para dos o más aeronaves legalmente establecidas como flotilla y que su peso es menor de 3 toneladas, ó 350,000 días de salario mínimo vigente en México, para dos o más aeronaves legalmente establecidas como flotillas y su peso es mayor a 3 toneladas.

Suma Asegurada: U.S. \$ 750,000.00 Dlls L.U.C.

Incluye las siguientes Cláusulas: AVN-38B, AVN-46B, AVN- 48B, AVN 2001, AVN2002A, Convenio de Varsovia y Convenio de Montreal.

Instrucciones en caso de Accidente

1. Comuníquese con la Compañía de Seguros directamente mencionando el número de su póliza.

Agente: Star Reinsurance Brokers, Intermediario de Reaseguro, S.A. de C.V.

Tel: +52 55 55240354 Ext. 139

Countersigned: United States Aviation Underwriters, Inc.

En: 15303 Dallas Parkway, Suite 500, Addison, Texas 75001

Fecha: March 26, 2024

Contribuyente autorizado para imprimir sus propios comprobantes, según publicación en el D.O.F. de octubre 13 de 1994.

"La reproducción no autorizada de este comprobante constituye un delito en los términos de las disposiciones fiscales"

Para que el presente sea válido como Recibo de pago deberá ir con Sello y firma de nuestro agente.

Grupo Mexicano de Seguros, S.A. de C.V.

R.F.C GMS 971110-BTA

USAIG
UNITED STATES AIRCRAFT INSURANCE GROUP

Signature: _____



Date Issued: 03/26/2024



Firma de Colaborador

Grupo Mexicano de Seguros, SA de CV.



Grupo Mexicano de Seguros, S.A. de C.V.

Tecoyotitla No. 412 Edificio GMX
Ex hacienda de Guadalupe Chimalistac México,
C.P. 01050 Álvaro Obregón, D.F. México
Tel 54 80 40 00 Fax 56 62 97 14
www.gmx.com.mx

Póliza de Seguro de Aviación

COBERTURA A. DAÑOS A TERCEROS EN SUS BIENES Y/O PROPIEDADES. Esta cobertura ampara las obligaciones que, a título de Responsabilidad Civil Legal, resulten a cargo del asegurado, como consecuencia de la muerte o al menoscabo de la salud de dichos terceros, o el deterioro o la destrucción de bienes propiedad de los mismos, causados directamente por la aeronave asegurada. O por cualquier objeto caído de la misma.

COBERTURA B. DAÑOS A TERCEROS EN SUS PERSONAS. Ampara obligaciones que resulten a cargo del Asegurado como consecuencia de la muerte o menoscabo de la salud de dichos terceros causados por el uso de la aeronave asegurada como sigue:

- a) La indemnización legal pagable por el Asegurado por la muerte o total o invalidez parcial permanente o invalidez temporal.
- b) Médico y gastos funerarios, a personas que sean dañadas por la aeronave
- c) Gastos y costos que el asegurado deberá pagar por evento de daños como indemnización a personas.

No se cubre la indemnización por Daños Corporales o lesiones a Pasajeros o a ocupantes del avión bajo esta Sección.

CONDICIONES GENERALES

I. EXCLUSIONES- Este Seguro no cubrirá, en cualquier evento:

- 1) Daños y perjuicios causados por el avión cuando se use para usos distintos a los especificados en esta póliza.
- 2) Cuando la aeronave asegurada sea operada por piloto (s) que no cumplan cuando menos con el número de horas de vuelo y/ o que no cuenten con licencia reglamentaria en vigor, o cuando el piloto (s) una persona esté bajo la Influencia de alcohol o drogas.
- 3) Costos Legales de defensa del Asegurado o el piloto del avión por violación de cualquier Ley, disposición o reglamento expedidos por la autoridad competente, siempre que influya en la realización del siniestro.
- 4) Pérdida o daño como una consecuencia de guerra, (ya sea declarada o no), invasión actos de enemigos extranjeros, hostilidades, guerra civil, rebelión, revolución, insurrección, ley marcial, usurpación de poder, ya sea militar o de otra índole o cualquier tentativa de usurpación de poder. Confiscación, nacionalización apresamiento, destrucción, detención apropiación requisición a título o uso o bajo órdenes de cualquier gobierno (ya sea civil, militar o de facto, o autoridad pública.
- 5) Daños a Pasajeros o Tripulación o empleado por el asegurado.
- 6) Riesgos Profesionales y en general responsabilidades que le resulten imputable de acuerdo con la legislación del trabajo o cualquier otra disposición legal complementaria o reglamentaria de tal legislación por enfermedad, lesión y/o muerte de cualquier trabajador del Asegurado.
- 7) Cualquier pérdida indirecta que sufra el Asegurado, incluyendo la privación de uso de la aeronave asegurada o por el perjuicio en el patrimonio de las víctimas, que provengan de la imposibilidad de utilización de los bienes dañados para el fin a que estaban destinados
- 8) Daños y perjuicios causado por el avión debido a operar en condiciones que exceden la capacidad de la aeronave. Igualmente, la Compañía no será responsable por cualquier daños y perjuicios a pista de aterrizaje, debido a vibraciones por el peso de su avión o a su carga.

II. RIESGOS EXCLUIDOS QUE PUEDEN SER CUBIERTOS MEDIANTE CONVENIO EXPRESO

Daños y perjuicios causados por la aeronave asegurada y a consecuencia de:

- a) Cuando la aeronave sea destinada a usos distintos a los especificados.
- b) Cualquier acto doloso o de sabotaje que provenga de terceras personas.

III. TERMINACION ANTICIPADA DEL CONTRATO. No obstante, el término de vigencia del contrato, las partes convienen en que éste podrá darse por terminado anticipadamente mediante notificación por escrito, cuando la Compañía lo dé por terminado el seguro cesará en sus efectos 15 días después de practicada la notificación respectiva y la Compañía tendrá derecho a la parte de la prima proporcional al tiempo corrido.

IV. MEDIDAS DE SALVAGUARDA EN CASO DE SINIESTRO Al tener conocimiento de un siniestro el Asegurado tendrá la obligación de ejecutar todos los actos que tiendan a evitar o disminuir el daño.

V. PROCEDIMIENTO EN CASO DE SINIESTRO Tendrá obligación el Asegurado de dar aviso inmediato a la Compañía a partir del momento de ocurrido el siniestro. El asegurado deberá comprobar la exactitud de su reclamación y de cuantos extremos estén consignados en la misma.

El asegurado pedirá instrucciones a la Compañía y se atenderá a las que ella indique, cualquier pérdida derivada de esta falta no será recobrable bajo esta póliza, la Compañía

nunca será responsable por pagos extras hechos u ofrecidos por el Asegurado sin el previo consentimiento por escrito de la Compañía.

En el evento de cualquier acto delictivo que constituiría una demanda, los Asegurados notificarán inmediatamente a autoridades competentes y cooperarán con la Compañía en la colección de la cantidad de daños y perjuicios sufridos.

VI. AJUSTE. Con el propósito de ajustar los daños y perjuicios causados por la aeronave asegurada, la Compañía, el Asegurado y demandantes, deberán estimar los daños y perjuicios. En caso de desacuerdo entre el Asegurado y la Compañía acerca del monto de cualquier pérdida o daño, la cuestión será sometida a dictamen de un perito nombrado de común acuerdo por escrito por ambas partes. El peritaje a que esta cláusula se refiere no significa aceptación de la reclamación por parte de la Compañía, simplemente determinará el monto de la pérdida que eventualmente estuviere obligada la Compañía a resarcir.

En cualquier evento la Compañía aceptará la obligación en un lapso de 30 días a partir de la recepción de todos los documentos e información necesaria.

VII. PERITAJE.

En caso de desacuerdo entre el Asegurado y la Compañía acerca del monto de cualquier pérdida o daño, la cuestión será sometida a dictamen de un perito nombrado de común acuerdo por escrito, pero si no se pusieran de acuerdo en el nombramiento de un solo perito se designarán dos, uno por cada parte. Antes de empezar sus labores, los dos peritos nombrarán un tercero para el caso de discordia.

Si una de las partes se negare a nombrar su perito o simplemente no lo hiciere cuando sea requerido por la otra o si los peritos no se pusieran de acuerdo con el nombramiento del tercero, será la Autoridad Judicial la que a petición de cualquiera de las partes hará el nombramiento del perito, del perito tercero o de ambos sí así fuere necesario. Sin embargo la Comisión Nacional de Seguros y Fianzas podrá nombrar el perito o peritos tercero en su caso, si de común acuerdo las partes así lo solicitaren, el fallecimiento de una de las partes cuando fuere persona física o su disolución si fuere una sociedad ocurridos mientras se esté realizando el peritaje, no anulará ni afectará los poderes o atribuciones del perito o de los peritos o del tercero, según sea el caso, o si alguno de los peritos de las partes o el tercero falleciere antes del dictamen será designado otro por quien corresponda, para que los sustituya.

Los gastos y honorarios que se originen con motivo del peritaje serán a cargo de la Compañía y del Asegurado por partes iguales, pero cada parte cubrirá los honorarios de su propio perito.

El peritaje a que esta cláusula se refiere no significa aceptación de la reclamación por parte de la Compañía, simplemente determinará el monto de la pérdida.

VIII. FRAUDE O DOLO. Las obligaciones de la Compañía quedarán extinguidas, si el asegurado, el beneficiario o sus representantes con el fin de hacerla incurrir en error, disimulan o declaran inexactamente hechos que excluirían o podrían restringir dichas obligaciones.

IX. LIMITES DE RESPONSABILIDAD Las sumas aseguradas estipuladas en la carátula de esta póliza han sido fijadas por el Asegurado y únicamente determinan la base para limitar la responsabilidad máxima de la Compañía.

X. DISMINUCION Y REINSTALACION DE SUMA ASEGURADA. Toda indemnización que la Compañía pague reducirá en igual cantidad la suma asegurada, pudiendo ser reinstalada a solicitud del asegurado, quien pagará la prima que corresponda. Si la póliza comprendiera varios incisos, la reducción o reinstalación se aplicará al inciso o incisos afectados.

XI. OTROS SEGUROS. Los Asegurados notificarán inmediatamente a la Compañía por escrito de la existencia de cualquier otro seguro. En caso de existir otro u otros seguros que amparen el mismo interés asegurable, cada institución aseguradora, pagará en forma proporcional conforme a los límites de responsabilidad, la indemnización correspondiente.

XII. COMPETENCIA. En el evento de controversia, el quejoso deberá acudir a la Comisión nacional de Seguros y Fianzas en sus oficinas centrales o en las de sus delegaciones en los términos del artículo 135 de la Ley General de Instituciones y Sociedades Mutualistas de Seguros, y si dicho organismo no es designado árbitro, podrá acudir a los tribunales competentes del domicilio de la Compañía que se indica en la carátula.

XIII. PRIMAS. Las primas convenidas, deberán ser totalmente pagadas a la recepción de la póliza.

ARTICULO 25 De LA LEY DEL CONTRATO DEL SEGURO. Si el contenido de la póliza o sus modificaciones no concordaren con la oferta, el Asegurado podrá pedir la rectificación correspondiente dentro de los 30 días que sigan al día en que se reciba la póliza. Transcurrido este plazo se considerarán aceptadas las estipulaciones de la póliza o de sus modificaciones

Cláusula de Competencia: En caso de controversia, el reclamante podrá hacer valer sus derechos ante la unidad especializada de Atención de Consultas y Reclamaciones de la propia Institución de Seguros o en la Comisión Nacional para la Protección y Defensa de los usuarios de servicios financieros (Condusef), pudiendo a su elección, determinar la competencia por territorio, en razón del domicilio de cualquiera de sus delegaciones, en términos de los artículos 50 Bis y 68 de la Ley de Protección y Defensa al Usuario de Servicios Financieros, 136 de la Ley General de Instituciones y Sociedades Mutualistas de Seguros. Lo anterior dentro del término de dos años contados a partir de que se suscite el hecho que le dio origen, o en su caso, a partir de la negativa de la aseguradora a satisfacer las pretensiones del Usuario de no someterse las partes al arbitraje de la CONDUSEF o de quien éste proponga, se dejarán a salvo los derechos del reclamante para que los haga valer ante el juez del domicilio de dichas delegaciones.



Póliza de Seguro de Aviación

Grupo Mexicano de Seguros, S.A. de C.V.

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Tel 54 80 40 00 Fax 56 62 97 14
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MEXICAN OPERATIONS ADDENDUM

Attached is your Certificate of Insurance providing required coverages while operating in and/or over the Country of Mexico. If you are in need of any technical assistance with respect to this certificate please contact your broker, Aviation Managers or the following individual:

Broker: Star Reinsurance Brokers, Intermediario de Reaseguro, S.A. de C.V.
Address: Blvd. Adolfo López Mateos No. 276, Col. Altavista, C.P. 01060, Ciudad de México
Telephone: +52 55 5524 0354 Ext. 139
Mobile: +52 55 7916 2715
Contact Name: Efrain Leon Eustaquio
Email: eleon@starre.com.mx

USAIG
UNITED STATES AIRCRAFT INSURANCE GROUP

Signature: _____

Firma de Colaborador
Grupo Mexicano de Seguros, S.A. de C.V.