

## **AMENDMENT NO. 1 TO THE SURFACE DAMAGES AND USE AGREEMENT**

THIS AMENDMENT NO. 1 TO THE SURFACE DAMAGES AND USE AGREEMENT (this “Amendment”) is made and entered into this 1st day of November, 2024 (the “Amendment Effective Date”), by and between the Trustees of The Oklahoma City Airport Trust (the “Airport Trust”), a public trust created and established for the use and benefit of The City of Oklahoma City (the “City”), and FP Overlook LLC, a Delaware limited liability company, with an address of 300 Colorado Street, Suite 1900, Austin, Texas 78701 (herein referred to as “FP Overlook”).

### **RECITALS**

**WHEREAS**, the Airport Trust previously entered into that certain Surface Damages and Use Agreement (the “Agreement”) dated effective April 1, 2022 with FP Overlook’s predecessor in interest, Revolution Resources, LLC (“Revolution”); and

**WHEREAS**, Revolution assigned the Agreement with the Airport Trust’s approval to FP Overlook effective as of February 1, 2023; and

**WHEREAS**, the Airport Trust and FP Overlook now desire to amend the Agreement to contemplate adding an additional gas transmission line (the “New Line”) that will exit the Well Site and traverse another area of the Airport Lands than the existing as-built active gas transmission line (the “Existing Line”); and

**WHEREAS**, any capitalized terms used herein, but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Airport Trust and FP Overlook hereby agree to amend the Agreement as follows:

1. Revision to Exhibit B. Page 17 of 20 on Exhibit B of the Agreement associated with the Existing Line shall be replaced with the attached Exhibit B of this Amendment. This revision to the Agreement is associated with adding the New Line on Page 17 of 20 on Exhibit B (as shown in red) in addition to the Existing Line (as shown in green).

2. Conflict of Terms. Except as set forth in this Amendment, the Agreement, including Exhibit B, is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.

3. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument; provided, however, that this Amendment shall be effective and binding only if it is fully executed by both the Airport Trust and FP Overlook. Photographic or scanned copies of such signed counterparts shall be deemed to be valid and binding for all purposes herein and may be used in lieu of the originals for any purpose. This Amendment shall inure to the benefit of, and be

binding on, the Parties and their respective successors and assigns.

**[signature pages follow]**

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties on the date of the acknowledgments shown below but is effective for all purposes as of the Amendment Effective Date.

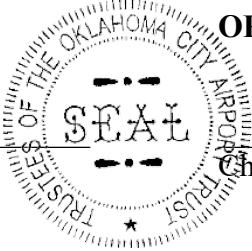
**FP OVERLOOK LLC**

By:   
Name: Stephanie Reed  
Title: Vice President

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 21ST day of NOVEMBER, 2024.

**ATTEST:**

Amy K. Simpson  
Trust Secretary



**OKLAHOMA CITY AIRPORT TRUST:**

Jerry Salmon  
Chairman

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this 3RD day of DECEMBER, 2024.

**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 B

### 10. Gas Transmission lines

