



The City of Oklahoma City  
Development Services Department  
Subdivision & Zoning Division  
420 West Main St., Suite 910  
OKC, OK 73102  
405-297-2623

Case # 577 Staff use only  
Date Filed 26JUN'23  
Ward # W3  
Nbrhd Area ---  
School District WESTERN HTS  
Existing Zoning I-2 AE-1

## APPLICATION FOR SPECIAL PERMIT

Name of Applicant: SHANE LABETH

Address/location of property: 6200 AIR CARGO ROAD

Proposed Special Permit Use: AIRPORT HANGAR

Size of Property (acres or sq. ft.): 5.3 ACRES Present Use of Property: AIRPORT HANGAR

THE FOLLOWING ITEMS **MUST** BE SUBMITTED WITH THIS APPLICATION:

- Legal description of the subject property. One copy must be submitted electronically in Microsoft Word format. Submit to [cindy.lakin@okc.gov](mailto:cindy.lakin@okc.gov)
- One (1) copy of the deed(s) of the property.
- One (1) copies of all property owners who own property within a 300 foot radius of the subject property (**600 feet for drinking establishment applications**). The list **MUST** include their mailing address and the legal description of their property and MUST be current within 30 days of the date of submittal of the application. The list MUST ALSO contain a minimum of 10 separate individual property owners. If there are less than 10 individual owners within the 300 feet, the radius must be extended by increments of 100 feet until the list contains no less than 10 owners. An insufficient list may result in a minimum 30-day delay in your application. You must attest on the attached "Affirmation" that the list is true and correct unless the list is certified by an abstract company or County official.
- If the applicant is not the owner of the property, one letter of authorization from the owner is required.
- A complete site plan showing location of all structures and giving graphic evidence of compliance with all development regulations of the zoning district in which the special permit is to be located, and compliance with the general standards for the specific use including a program description, if required. (\$59-9350)
- Drinking Establishment: may not be located within 300 ft of church, public or private school.
- A filing fee of \$2,700.00

There are two public hearings for consideration of a Special Permit request. First is the Planning Commission hearing which is approximately four weeks from the time the application is submitted to the Development Services Department. Once the Planning Commission makes a recommendation, a public hearing is held by the City Council approximately six weeks later.

Also Send Notice & Staff Report to: ↓

Shane Labeth

Signature of Applicant

SHANE LABETH

Applicant's Name (please print)

1601 SW 89TH ST. SUITE G100

Applicant's Mailing Address

OKC, OK 73159

City, State, Zip Code

Phone/Email: 405-609-6161 SLABETH@CA-OK.COM





March 31, 2023

Devon Realty Advisors, LLC  
333 West Sheridan Avenue  
Oklahoma City, OK 73102

**RE: Above ground fuel storage tank for Devon Realty Advisors**

To Whom it May Concern:

We have received Devon Realty Advisors, LLC ("Devon") request for consent and approval of the installation of one (1) 20,000-gallon aboveground storage tank ("AST") and associated fueling equipment on your leased premises at Will Rogers World Airport.

The Oklahoma City Airport Trust ("OCAT") owns an existing facility at this location but allows Devon the use of the existing fuel facility. The current facility has an AST with a capacity that exceeds the requested amount. However, the airport's current fuel facility is planned to be decommissioned in the next few months. It is our understanding that once OCAT's existing fuel tank is decommissioned, Devon would like to install the new 20,000 fuel storage tank in the same location as the current fuel facility.

On behalf OCAT and as the Director of Airports, the Trust consents to and approves of the installation, by Devon, of a new 20,000 gallon above ground storage tank in the agreed location following the removal of the current fuel storage facility. Upon receiving all the necessary City approvals and permits, a separate Notice of Authorization will be issued to commence the installation.

If you have any questions, please do not hesitate to reach out to me.

Sincerely,

Jeff Mulder  
Director of Airports and  
General Manager of the Oklahoma City Airport Trust







June 14, 2023

**Written Description for SPECIAL PERMIT APPLICATION**

PROJECT: Devon Energy Fuel Farm  
6200 Air Cargo Road  
Oklahoma City, OK 73159  
Tank replacement permit  
City of OKC Permit #: BLDC-2023-04247 (pending)

Zoning Review Plan review comments require a separate permit for Above Ground Storage Tanks. The site plan shows proposed replacement of (2) 12,000 gallon jet fuel storage tanks with (1) FUEL TANK: 20,000 GALLON JET STORAGE TANK.

Respectfully Submitted,  
Cornerstone Architecture

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Shane Labeth, A.I.A., NCARB  
Principal Architect

06-14-2023

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Date:

cc: file



LEGAL DESCRIPTION:

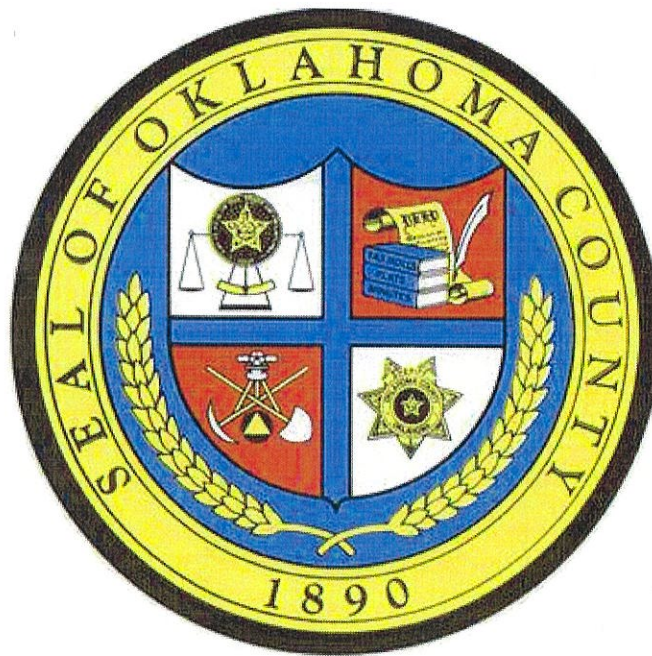
A tract of land being part of the Northwest Quarter (NW/4) of Section Twenty-Six (26), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 26;

THENCE North 89°51'21" East, along North line of said Section 26, a distance of 1933.89 feet; THENCE South 00°19'52" East a distance of 115.50 feet to the POINT OF BEGINNING. THENCE North 89°42'07" East a distance of 109.19 feet; THENCE North 00°59'52" West a distance of 52.73 feet; THENCE North 89°27'59" East a distance of 235.46 feet; THENCE South 00°13'00" East a distance of 265.45 feet; THENCE North 89°44'36" East a distance of 343.47 feet; THENCE South 00°02'11" East a distance of 202.57 feet; THENCE South 90°00'00" West a distance of 580.00 feet; THENCE South 00°00'00" East a distance of 71.00 feet; THENCE South 90°00'00" West a distance of 84.00 feet; THENCE South 00°00'00" East a distance of 10.00 feet; THENCE South 28°11'18" West a distance of 44.99 feet; THENCE North 00°19'52" West a distance of 531.66 feet to the POINT OF BEGINNING.



# Larry Stein Oklahoma County Assessor's Office



## Ownership Radius Report

This Non-Official Report is for Account Number R168654001 and is a 5100-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. **Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.**



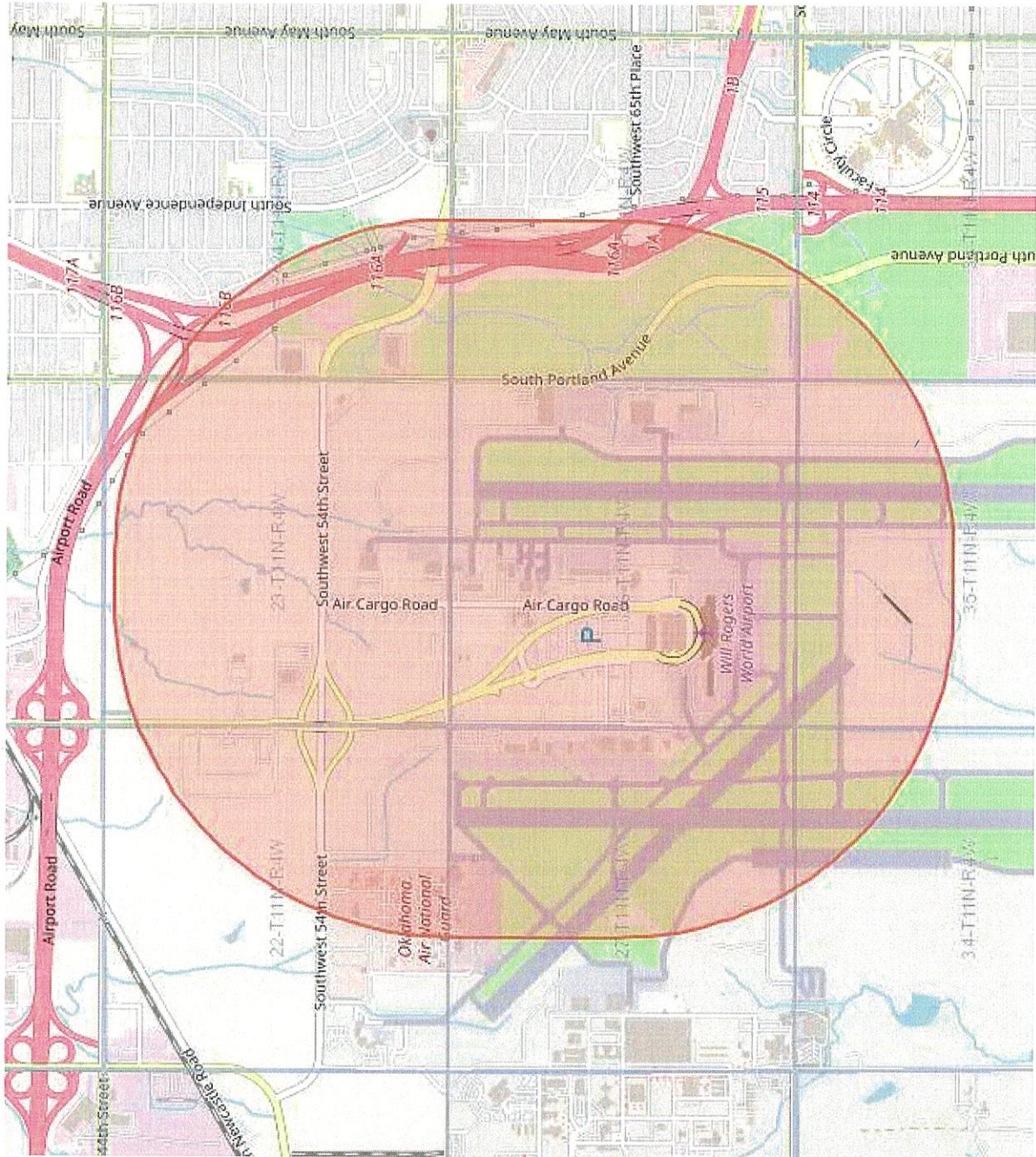
STATE OF OKLAHOMA } ss:  
COUNTY OF OKLA.

I, the duly elected, qualified and acting  
County Assessor, in and for the County  
and State aforesaid, do hereby certify that  
the within and foregoing is a full, true and  
complete copy of Scott Perkins Report  
filed in the office of the County Assessor  
on the 20 day of June, 2023  
Given under my hand and official seal this  
20 day of June, 2023

County Assessor

Deputy







Oklahoma County Assessor's  
5100ft Radius Report  
6/20/2023

accountno	name1	name2	mailingaddress1	city	state	zipcode	subname	block	lot	legal	location
R168654810	CITY OF OKLAHOMA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 36 11N 4W BEING NW4 LESS A TR TO STATE ON E FOR HWY & EX 33FT ON N & W	0 UNKNOWN UNINCORPORATED
R168653925	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	025	MUSTANG TOWNSHIP 04W 025 SW4 EX A SMALL TR IN SE/C OF SW4 & A LARGE TR IN NE/C OF SW4 TO COUNTY FOR W BYPASS CONT 11.13ACRS IN BOTH PARCELS EXEMPT	0 UNKNOWN UNINCORPORATED
R140832105	WESTERN HEIGHTS PUBLIC SCHOOLS		0	Unknown	OK	00000	UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT NW4 SEC 25 11N 4W BEG SE/C NW4 TH N191.43FT NW387.38FT SW262.11FT SE164.97FT SE471.16FT TO BEG CONT 2.31ACRS MORE OR LESS	0 UNKNOWN OKLAHOMA CITY
R140835000	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT OF NW4 SEC 25 11N 4W W 1/2 OF SW4 OF NW4 EX S 1/2 OF N 1/2 OF W 1/2 OF SW4 OF NW4 EXEMPT	0 UNKNOWN OKLAHOMA CITY
R140835010	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT OF NW4 SEC 25 11N 4W S 1/2 OF N 1/2 OF W 1/2 OF SW4 OF NW4 EXEMPT	0 UNKNOWN OKLAHOMA CITY
R140832040	O G & E		PO BOX 321	OKLAHOMA CITY	OK	73101	UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT OF NW4 SEC 25 11N 4W BEG 191.43FT N OF SE/C OF NW4 TH N1104.48FT W218.5FT SELV 1123.9FT TO BEG PUBLIC SERV	0 UNKNOWN OKLAHOMA CITY
R168653875	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	025	MUSTANG TOWNSHIP 04W 025 PT OF NW4 SEC 25 11N 4W 20ACRS E 1/2 OF SW4 OF NW4 EXEMPT	0 UNKNOWN UNINCORPORATED
R140835000	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT OF NW4 SEC 25 11N 4W W 1/2 OF SW4 OF NW4 EX S 1/2 OF N 1/2 OF W 1/2 OF SW4 OF NW4 EXEMPT	0 UNKNOWN OKLAHOMA CITY



Oklahoma County Assessor's  
5100ft Radius Report  
6/20/2023

R140832050	O G & E					PO BOX 321	OKLAHOMA CITY	OK	73101		UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT NW4 SEC 25 11N 4W BEG 1156.44FT S OF NE/C OF NW4 W252.5FT TO BYPASS SELY 202.9FT E218.5FT N200FT TO BEG PUBLIC SERVICE	6443 S INDEPENDENCE AVE OKLAHOMA CITY
R140849000	OKLA CITY DEVELOPMENT TRUST	C/O OKLA CITY AIRPORT TRUST				7100 TERMINAL DR UNIT 937	OKLAHOMA CITY	OK	73159-0937		UNPLTD PT SEC 26 11N 4W 000 000 PT OF NW4 SEC 26 11N 4W BEG 1808.50FT E & 890FT S OF NW/C OF NW4 W480FT S210FT SELY 488.20FT E200FT N610FT TO BEG CONT 5.43618ACRS MORE OR LESS	000	000	UNPLTD PT SEC 26 11N 4W 000 000 PT OF NW4 SEC 26 11N 4W BEG 1808.50FT E & 890FT S OF NW/C OF NW4 W480FT S210FT SELY 488.20FT E200FT N610FT TO BEG CONT 5.43618ACRS MORE OR LESS	6300 E TERMINAL DR OKLAHOMA CITY
R140832100	OKLAHOMA COUNTY					320 ROBERT S KERR AVE STE 307	OKLAHOMA CITY	OK	73102		UNPLTD PT SEC 25 11N 4W 000 000 PT NW4 SEC 25 11N 4W BEING A STRIP CONT 16.71ACRS FOR W BYPASS IN E 1/2 OF NW4 EXEMPT EX BEG SE/C NW4 TH N191.43FT NW387.38FT SW262.11FT SE164.97FT SE471.16FT TO BEG CO	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT NW4 SEC 25 11N 4W BEING A STRIP CONT 16.71ACRS FOR W BYPASS IN E 1/2 OF NW4 EXEMPT EX BEG SE/C NW4 TH N191.43FT NW387.38FT SW262.11FT SE164.97FT SE471.16FT TO BEG CO	0 UNKNOWN OKLAHOMA CITY
R168653825	CITY OF OKLA CITY					200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102		MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 25 11N 4W BEG SW/C OF E2 OF NW4 E204FT N2133.87FT NWLY 284.32FT S TO BEG EXEMPT	0 UNKNOWN UNINCORPORATED
R146761000	BERK COHEN ASSOCIATES	BRIAR GLEN LLC				2759 W I 240 SERVICE RD	OKLAHOMA CITY	OK	73159		REDWOOD VILLAGE	000	000	REDWOOD VILLAGE 000 000 LOT 1 & LOT 2 EX N150FT PLUS LOTS 3 THRU 7	6219 S INDEPENDENCE AVE OKLAHOMA CITY
R140835005	CITY OF OKLA CITY					200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102		UNPLTD PT SEC 25 11N 4W	000	000	UNPLTD PT SEC 25 11N 4W 000 000 PT NW4 SEC 25 11N 4W FORMERLY FEIGE CAPITOL ADDN NOW VACATEDSUBJ TO ESMTS OF RECORD	0 UNKNOWN OKLAHOMA CITY
R168653850	CITY OF OKLA CITY					200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102		MUSTANG TOWNSHIP	04W	025	MUSTANG TOWNSHIP 04W 025 PT OF NW4 SEC 25 11N 4W E 1/2 OF NW4 OF NW4 EXEMPT	0 UNKNOWN UNINCORPORATED



Oklahoma County Assessor's  
5100ft Radius Report  
6/20/2023

R168653830	STATE OF OKLA DEPT OF HWYS		200 NE 21ST ST	OKLAHOMA CITY	OK	73105	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 25 11N 4W BEG 204FT E OF SW/C OF E2 OF NW4 N2133.87FT NWLY 284.32FT N250FT E TO W LINE OF BYPASS SELY ALONG R/W TO S LINE OF NW4 TH W883.21FT TO BEG EXEMPT	0 UNKNOWN UNINCORPORATED
R140841000	OKLA CITY AIRPORT TRUST		0	Unknown	NO	00000	UNPLTD PT SEC 26 11N 4W	000	000	UNPLTD PT SEC 26 11N 4W 000 000 PT NE4 SEC 26 11N 4W BEING A TR 590.32FT E&W BY 590.32FT N&S IN NE/C OF NE4 CONT 8ACRS MORE OR LESS EXEMPT	0 UNKNOWN OKLAHOMA CITY
R168653950	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NE4 SEC 26 11N 4W BEING NE4 EX A TR IN NE/C 590.32FT E&WBY 590.32FT N&S	0 UNKNOWN UNINCORPORATED
R141904500	OKLA NATURAL GAS CO		0	Unknown	NO	00000	UNPLTD PT SEC 23 11N 4W	000	000	UNPLTD PT SEC 23 11N 4W 000 000 PT OF SE4 SEC 23 11N 4W BEG 33FT N & 33FT W OF SE/C OF SE4 TH N175FT W50FT S175FT E50FT TO BEG PUBLIC SERVICE	0 UNKNOWN OKLAHOMA CITY
R146830070	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	RUSCO MILLER SW PARK	000	000	RUSCO MILLER SW PARK 000 000 BLKS 1 THRU 32 & ALL STREETS AND ALLEYS IN THIS ADD AKA ALLSW4 SEC 23 11N 4W	5900 AIR CARGO RD OKLAHOMA CITY
R141885509	OKLAHOMA GAS & ELECTRIC CO		PO BOX 321	OKLAHOMA CITY	OK	73101-0321	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF SE4 & SW4 SEC 24 11N 4W BEG 462.89FT E & 50FT N & 682.07FT NW & 168.56FT NW & 332.57FT NE & LEFT ON CURVE NE271.17FT LEFT ON CURVE NW191.07FT OF SE/C SW4 TH LEFT	0 UNKNOWN OKLAHOMA CITY
R141886850	CITY OF OKLA CITY	DEPARTMENT OF AIRPORTS	7100 TERMINAL DRIVE UNIT 937	OKLAHOMA CITY	OK	73159	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF SW4 SEC 24 11N 4W ALL THAT PT OF SW4 LYING W OF WEST BY PASS LESS A TR IN NW/C 660FT N&S BY 660FT E&W EX PT OF TR1 & EX ALL OF TR 2	5700 S PORTLAND AVE OKLAHOMA CITY



R146830070	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	RUSCO MILLER SW PARK	000	000	RUSCO MILLER SW PARK 000 000 BLKS 1 THRU 32 & ALL STREETS AND ALLEYS IN THIS ADD AKA ALLSW4 SEC 23 11N 4W	5900 AIR CARGO RD OKLAHOMA CITY
R146830070	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	RUSCO MILLER SW PARK	000	000	RUSCO MILLER SW PARK 000 000 BLKS 1 THRU 32 & ALL STREETS AND ALLEYS IN THIS ADD AKA ALLSW4 SEC 23 11N 4W	5900 AIR CARGO RD OKLAHOMA CITY
R141907000	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 23 11N 4W	000	000	UNPLTD PT SEC 23 11N 4W 000 000 PT SEC 23 11N 4W BEING SE4 EX A TR IN SE/C 50FT E&W BY 175FT N&S TO ONGE EXEMPT	5501 S PORTLAND AVE OKLAHOMA CITY
R168653550	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	022	MUSTANG TOWNSHIP 04W 022 N 1/2 OF SW4 EXEMPT PLUS PT VACATED	0 UNKNOWN UNINCORPORATED
R168653550	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	022	MUSTANG TOWNSHIP 04W 022 N 1/2 OF SW4 EXEMPT PLUS PT VACATED	0 UNKNOWN UNINCORPORATED
R141886800	OKLA CITY AIRPORT TRUST			105 N HUDSON AVE STE 540	OKLAHOMA CITY	OK	73102-4801	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF SW4 SEC 24 11N 4W NW4 OF NW4 OF SW4	5300 S PORTLAND AVE OKLAHOMA CITY
R168653475	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT SEC 22 11N 4W BEING ALL SE4 EXEMPT	0 UNKNOWN UNINCORPORATED
R141886850	CITY OF OKLA CITY	DEPARTMENT OF AIRPORTS		7100 TERMINAL DRIVE UNIT 937	OKLAHOMA CITY	OK	73159	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF SW4 SEC 24 11N 4W ALL THAT PT OF SW4 LYING W OF WEST BY PASS LESS A TR IN NW/C 660FT N&S BY 660FT E&W EX PT OF TR1 & EX ALL OF TR 2	5700 S PORTLAND AVE OKLAHOMA CITY
R141907000	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 23 11N 4W	000	000	UNPLTD PT SEC 23 11N 4W 000 000 PT SEC 23 11N 4W BEING SE4 EX A TR IN SE/C 50FT E&W BY 175FT N&S TO ONGE EXEMPT	5501 S PORTLAND AVE OKLAHOMA CITY
R141885515	CITY OF OKLA CITY			200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF SW4 SEC 24 11N 4W BEG 320.17FT S & 54.07FT W OF NE/C OF SW4 TH W215FT S160FT SWLY 169.71FT W481.53FT SLY 526.88FTE455.85FT NLY 260FT ELY 225.65FT NLY 489.19FT TO	0 UNKNOWN OKLAHOMA CITY



Oklahoma County Assessor's  
5100ft Radius Report  
6/20/2023

R141887615	BLAIR JACK					120 WOODCREST DR	TOOL	TX	75143			UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT NW4 SEC 24 11N 4W BEG SW/C LOT 13 BLK 14 ROWLAND HILLS SECOND ADDN TH W178.59FT NELY 67.32FT N61.07FT E139.78FT S116.53FT TO BEG CONT 17597.75Q FT MORE OR LESS	5204 S BY PASS TER OKLAHOMA CITY
R141887605	RIVERA PATRICIA	RIVERA KAREN M			OKLAHOMA CITY	1510 NW 2ND ST	OKLAHOMA CITY	OK	73106-2828			UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT NW4 SEC 24 11N 4W BEG 60FT SELY FROM SLY MOST CORNER LOT13 BLK 20 ROWLAND HILLS SECOND ADDN TH SELY 52.82FT SELY 59.87FT NELY 47.72FT NLY 77.98FT SWLY 115.94FT TO BE	5205 S BY PASS TER OKLAHOMA CITY
R141887600	HARDER EDWARD & KATHERINE				BROOKFIELD	2530 COACH HOUSE DR		WI	53045-4280			UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT NW4 SEC 24 11N 4W BEG SLY MOST CORNER LOT 13 BLK 20 ROWLAND HILLS SECOND ADDN TH SELY 60FT NELY 115.94FT NLY 33.91FTNWLY 29.14FT SWLY 130FT TO BEG CONT 7583.02SQ FT	5201 S BY PASS TER OKLAHOMA CITY
R143293900	RAMIREZ ANDRES	DIAZ ROSA			OKLAHOMA CITY	5117 S BY PASS TER	OKLAHOMA CITY	OK	73119			ROWLAND HILLS 2ND	020	013	ROWLAND HILLS 2ND 020 013	5117 S BY PASS TER OKLAHOMA CITY
R143293890	WILLIAMS CHERIE	RODGERS JACOB			OKLAHOMA CITY	5113 S BY PASS TER	OKLAHOMA CITY	OK	73119-4229			ROWLAND HILLS 2ND	020	012	ROWLAND HILLS 2ND 020 012	5113 S BY PASS TER OKLAHOMA CITY
R143293880	BERRY TERESA JO IRREV TRUST	COLLINS HAROLD TRS			OKLAHOMA CITY	5112 S BUDDY LN	OKLAHOMA CITY	OK	73119			ROWLAND HILLS 2ND	020	011	ROWLAND HILLS 2ND 020 011	5109 S BY PASS TER OKLAHOMA CITY
R141887535	CITY OF OKLA CITY				OKLAHOMA CITY	200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102			UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT NW4 SEC 24 11N 4W A TRI TR BEG 330.6FT E OF SW/C OF NW4 N430FT SELY 550FT W TO BEG EXEMPT	0 UNKNOWN OKLAHOMA CITY
R143293870	ACOSTA AURORA				OKLAHOMA CITY	5105 S BY PASS TER	OKLAHOMA CITY	OK	73119-4229			ROWLAND HILLS 2ND	020	000	ROWLAND HILLS 2ND 020 000 53FT OF LOT 9 & ALL LOT OF LOT 10	5105 S BY PASS TER OKLAHOMA CITY
R143293860	STINSON RICHARD M				OKLAHOMA CITY	5101 S BY PASS TER	OKLAHOMA CITY	OK	73119-4229			ROWLAND HILLS 2ND	020	000	ROWLAND HILLS 2ND 020 000 53FT OF LOT 8 & N55FT OF LOT 9	5101 S BY PASS TER OKLAHOMA CITY
R143293850	RILEY SHAWN	RILEY JUNE			OKLAHOMA CITY	5029 S BY PASS TER	OKLAHOMA CITY	OK	73119-4227			ROWLAND HILLS 2ND	020	000	ROWLAND HILLS 2ND 020 000 53FT OF LOT 7 PLUS N55FT OF LOT 8	5029 S BY PASS TER OKLAHOMA CITY
R143293840	DOOLIN DAVID E	DOOLIN DENA R			OKLAHOMA CITY	5025 S BY PASS TER	OKLAHOMA CITY	OK	73119			ROWLAND HILLS 2ND	020	000	ROWLAND HILLS 2ND 020 000 LOT 7 EX S3FT	5025 S BY PASS TER OKLAHOMA CITY



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5100ft Radius Report  
6/20/2023

R143293830	JONES PATSY R		5021 S BY PASS TER	OKLAHOMA CITY	OK	73119-4227	ROWLAND HILLS 2ND	020	006	ROWLAND HILLS 2ND 020 006	5021 S BY PASS TER OKLAHOMA CITY
R141887510	STATE OF OKLA DEPT OF HWYS		200 NE 21ST ST	OKLAHOMA CITY	OK	73105	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF NW4 SEC 24 11N 4W 55ACRS OF W10ACRS OF SW4 OF NW4 EXEMPT	0 UNKNOWN OKLAHOMA CITY
R143293820	TOWER INVESTMENTS LLC		920 SE 66TH ST	OKLAHOMA CITY	OK	73149-2506	ROWLAND HILLS 2ND	020	005	ROWLAND HILLS 2ND 020 005	5017 S BY PASS TER OKLAHOMA CITY
R141887520	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 24 11N 4W	000	000	UNPLTD PT SEC 24 11N 4W 000 000 PT OF NW4 SEC 24 11N 4W S1 1/2ACRS OF NSACRS OF W10ACRS OF SW4 OF NW4 EXEMPT	0 UNKNOWN OKLAHOMA CITY
R168653400	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	022	MUSTANG TOWNSHIP 04W 022 PT OF SEC 22 11N 4W NE4 EXEMPT	5201 S MERIDIAN AVE UNINCORPORATED
R168653625	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	023	MUSTANG TOWNSHIP 04W 023 PT OF NW4 SEC 23 11N 4W NW4 LESS 2ACRS IN NW/4 FOR CHURCH TR BEING 211.5FT E&W BY 423FT N&S EXEMPT	5020 S MERIDIAN AVE UNINCORPORATED
R168653600	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NE4 SEC 23 11N 4W ALL NE4 LYING S OF BYPASS & S OF N LINE OF NE4 EXEMPT	0 UNKNOWN UNINCORPORATED
R168653576	STATE OF OKLA DEPT OF HWYS		200 NE 21ST ST	OKLAHOMA CITY	OK	73105	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NE4 SEC 23 11N 4W BEING 16.9ACRS LYING ADJ TO S LINE OF S BYPASS BEING 305FT ON N & 942FT ON E EXEMPT	0 UNKNOWN UNINCORPORATED
R168654015	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 ALL OF SEC 27 11N 4W EXEMPT PLUS VACATED MACARTHUR BLVE FROM 59TH ST TO 74TH ST	6801 S MERIDIAN AVE UNINCORPORATED
R168654625	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT SEC 35 11N 4W BEING NE4 & NW4 EXEMPT	0 UNKNOWN UNINCORPORATED
R168654000	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT SW4 SEC 26 11N 4W BEING ALL SW4	7100 TERMINAL DR UNINCORPORATED
R168653975	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	026	MUSTANG TOWNSHIP 04W 026 PRT SEC 26 11N 4W SE4 EXEMPT	0 UNKNOWN UNINCORPORATED
R168654530	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NE4 SEC 34 11N 4W NE4 EXEMPT	0 UNKNOWN UNINCORPORATED



Oklahoma County Assessor's  
5100ft Radius Report  
6/20/2023

R168653475	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT SEC 22 11N 4W BEING ALL SEA EXEMPT	0 UNKNOWN UNINCORPORATED
R168653525	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	04W	022	MUSTANG TOWNSHIP 04W 022 PT OF SW4 SEC 22 11N 4W S 1/2 OF SW4 EXEMPT PLUS PT VACATED MACARTHUR BLVD	0 UNKNOWN UNINCORPORATED
R168654001	CITY OF OKLAHOMA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 26 11N 4W NW4 EX A TR BEG 1808.50FT E & 890FT S OF NW/C NW4 TH W480FT S210FT SELY488.20FT E200FT N610FT TO BEG	6224 AIR CARGO RD UNINCORPORATED
R168654001	CITY OF OKLAHOMA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 26 11N 4W NW4 EX A TR BEG 1808.50FT E & 890FT S OF NW/C NW4 TH W480FT S210FT SELY488.20FT E200FT N610FT TO BEG	6224 AIR CARGO RD UNINCORPORATED
R168654001	CITY OF OKLAHOMA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 26 11N 4W NW4 EX A TR BEG 1808.50FT E & 890FT S OF NW/C NW4 TH W480FT S210FT SELY488.20FT E200FT N610FT TO BEG	6224 AIR CARGO RD UNINCORPORATED
R168654001	CITY OF OKLAHOMA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	MUSTANG TOWNSHIP	000	000	MUSTANG TOWNSHIP 000 000 PT NW4 SEC 26 11N 4W NW4 EX A TR BEG 1808.50FT E & 890FT S OF NW/C NW4 TH W480FT S210FT SELY488.20FT E200FT N610FT TO BEG	6224 AIR CARGO RD UNINCORPORATED
R141284450	COAKLEY PAUL S ARCHBISHOP OF ARCHDIOCESE	FBO SAINT ANDREW DUNG LAC CHURCH	PO BOX 32180	OKLAHOMA CITY	OK	73123-0380	ALMONTE ADD	020	000	ALMONTE ADD PT OF BLK 20 LOT 2 PLUS PT OF S/2 SEC 24 11N 4W BEG 462.79FT E & 50FT N & 409.05FT NW & 274.69FT NE OF SE/C SW4 TH NE118.89FT NW112.71FT NW364.12FT LEFT ON CURVE NW171.59FT LEFT ON CURVE N	UNKNOWN



Oklahoma County Assessor's  
5100ft Radius Report  
6/20/2023

R141284440	BOATRIGHT FAMILY LLC	HEIMAN FAMILY LLC	2508 EDINBURGH DR	EDMOND	OK	73013	ALMONTE ADD	020	000	ALMONTE ADD BLK 020 PT OF LOT 2 PLUS A PT OF S/2 OF SEC 24 11N 4W DESC AS BEG 462.89FT E & 50FT N OF SE/C SW4 SD SEC TH NW682.07FT NW168.56FT NE332.57FT LEFT ON CURVE NE271.17FT TH LEFT ON CURVE NW191	3115 SW 59TH ST OKLAHOMA CITY
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*Fuel Lease* 

## LEASE AGREEMENT

THIS LEASE AGREEMENT (sometimes referred to as "Lease," "Lease Agreement," and "Agreement") made and entered into this 25<sup>th</sup> day of August, 2003 by and between the Trustees of the Oklahoma City Airport Trust, hereinafter referred to as "LESSOR," and Devon Energy Management Company, L.L.C., hereinafter referred to as "LESSEE,"

### WITNESSETH:

WHEREAS, the LESSOR leases and operates certain real estate, the property of the City of Oklahoma City, more commonly known as Will Rogers World Airport (hereinafter referred to as "Airport"), which is located in Oklahoma County, Oklahoma; and

WHEREAS, at the request of LESSEE, LESSOR has set aside a portion of the Airport premises in order to construct thereon a hangar/office facility and associated pavement including without limitation necessary apron and/or ramp and vehicle parking (sometimes hereinafter collectively called "Facilities") which are to be used by LESSEE for the sole purpose of the conduct of a corporate hangar/office facility to store LESSEE'S aircraft; and

WHEREAS, LESSEE has proposed (1) that LESSEE be permitted to lease the portion of the Airport premises, herein after referred to "Leased Premises" (outlined, shown and legally described in Exhibit "A" attached) and to construct the Facilities defined under this Lease Agreement at its own initial cost and expense; the said site of the Facilities being outlined and shown on Exhibit "B" attached (as may be amended by "as built" drawings and final approved Site Plan)" and (2) that LESSEE shall, after the completion of Facilities, have the use and occupancy of such Facilities under and by virtue of this lease from LESSOR with a Primary Lease Period of twenty (20) years, which lease shall obligate LESSEE to pay, inter alia, ground rental.

WHEREAS, at the request of LESSEE, LESSOR has agreed that under and by virtue of a separate Fuel Storage Facilities Agreement of even date herewith, between LESSOR and LESSEE, a copy of which is attached hereto as Exhibit "E," LESSEE shall construct and locate on the Leased Premises herein Fuel Storage Facilities and have self-fueling privileges in accordance with applicable rules, regulations and standards, which privileges shall consist of the right of LESSEE to purchase aviation fuel and oil directly from certain fuel storage facilities owned by LESSOR for the sole purpose of fueling noncommercial aircraft owned by LESSEE and stored in Facilities when not in use; and

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 I - LEASE OF EXISTING PREMISES BY LESSEE DURING CONSTRUCTION LEASE PERIOD

- 1.1 Commencing upon execution of this Agreement by the parties hereto and for a period of one (1) year or until completion of construction of the Facilities, whichever event happens first, the period hereinafter referred to as "Construction Lease Period," LESSOR hereby leases to LESSEE a portion of the Airport herein referred to as the Leased Premises, which is described on Exhibit "A" for the primary purpose of constructing a corporate hangar/office



facility to store LESSEE'S aircraft. In this connection, it is understood and agreed that the LESSEE shall, in addition to the provisions of this Article, commence to construct the Facilities, pursuant to the provisions in Article II of this Agreement.

- 1.2 Commencing upon execution of this Agreement by the parties hereto, and during the Construction Lease Period there shall be no ground rental payments to LESSOR, and LESSOR'S consideration shall be the construction of the Facilities, at LESSEE'S cost and expense, which Facilities shall become the LESSOR'S Facilities without cost upon the termination of this Lease Agreement pursuant to the provisions of Article III below.
- 1.3 In addition to the provisions set forth above, during the Construction Lease Period, this Agreement shall be subject to the LESSEE'S strict observance of and compliance with the standard lease provisions which are applicable to LESSEE'S use and occupancy of all facilities and associated premises, said provisions being set forth in Exhibit "C" which is attached hereto and made a part hereof (the Standard Lease Provisions), as well as any other rules and regulations promulgated by the Director of Airports from time to time having applicability to the use and occupancy of the facilities within the Airport.
- 1.4 During the Construction Lease Period, LESSEE shall keep the Leased Premises at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes or debris on the premises of the Airport, it being further understood that construction will be in progress on the Leased Premises and thus those activities routinely associated with construction projects are specifically permitted.
- 1.5
  - A. Indemnity - During the Construction Lease Period, LESSEE hereby agrees to release, to defend, to indemnify, and to save harmless the LESSOR and the City of Oklahoma City and its officers, agents, and employees (i) from and against any and all loss of or damage to property or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (including, without limiting the generality of the foregoing, Workers' Compensation), of or by anyone whomever; in matters resulting from or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, LESSEE'S operations or activities under or in connection with this Agreement, or 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 or agents. Provided, however, LESSEE shall not be liable for any loss occasioned by the sole negligence or wilful misconduct of the LESSOR, the City of Oklahoma City, or their officers, agents, and employees. LESSOR covenants to give LESSEE prompt notice of any claims. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of LESSEE hereunder.
  - B. Liability Insurance - During the Construction Lease Period, LESSEE shall purchase, or cause to be purchased, and cause to be maintained in effect for the term of this Agreement with insurance carriers acceptable to LESSOR the following:



- (1) Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance; and
- (2) Commercial General Public Liability (CGL) Insurance against all legal liability for injuries to persons or property with liability limits of not less than those established from time to time in the Governmental Tort Claims Act, 51 OS. Section 151 et seq. Currently those limits are in the amount of not less than \$1,000,000 for any number of claims arising out of a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$175,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence.

Prior to the effectiveness of this Agreement, satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance," the form which is attached hereto as Exhibit "D," must be submitted to LESSOR showing the Oklahoma City Airport Trust and the City of Oklahoma City to be named as additional insureds under the policies and the Certificate shall also cover the contractual liability in accordance with Section 1.5.A, entitled Indemnity and Section 3.2 of Exhibit "C" attached hereto (the Standard Lease Provisions). Also, the Certificate shall contain a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least thirty (30) days prior written notice given to the Oklahoma City Airport Trust.

## **ARTICLE II - PROPOSED CONSTRUCTION BY LESSEE**

- 2.1 During the Construction Lease Period LESSEE agrees to construct Facilities consisting of a corporate hangar/office building and associated pavement, including, without limitation, necessary vehicle parking and apron and/or ramp area on the Leased Premises at Will Rogers World Airport. The precise location of said Facilities will be the area delineated in red on Exhibit "A." The entire Leased Premises is more particularly described by metes and bounds on Exhibit "B." Both Exhibits "A" and "B" are attached hereto and made a part hereof. Provided however the Facilities herein described do not include the Fuel Storage Facilities to be constructed and located on a portion of the Leased Premises and leased for use under the separate Fuel Storage Facilities Agreement, a copy of which is attached as Exhibit "E."
- 2.2 It is understood and agreed that the LESSEE will construct the Facilities described in this Article II in accordance with detailed plans and specifications prepared by an architect and/or engineer employed by LESSEE or its contractor approved in writing by the LESSOR, by and through the Director of Airports. It is understood and agreed by the parties hereto that the selection and retention of any architect and/or engineer by the LESSEE shall be at the sole discretion of LESSEE subject only to written approval of such selection by LESSOR, by and through the Director of Airports, which approval will not be unreasonably withheld. Further, it is agreed that any and all fees and compensation payable to said LESSEE'S architect and/or engineer shall be the sole and exclusive obligation of LESSEE. In this connection, LESSEE shall cause preliminary plans and specifications (hereinafter sometimes collectively referred to as "preliminary plans") to be prepared and submitted to the Director of Airports for the Director of Airports' written approval. Upon the Director of Airports' approval of



said preliminary plans, the LESSEE will prepare and submit to the Director of Airports final plans and specifications, hereinafter referred to as "final plans," within thirty (30) days of the Director of Airports' approval of the preliminary plans. Upon approval of the final plans, there shall be no material changes, additions, alterations or deletions thereto unless the same shall first be approved in writing by LESSOR, by and through the Director of Airports.

- 2.3 The prior written approval by the Director of Airports of final plans, or any additions, changes, alterations, modifications or deletions made to said final plans during the course of construction shall not be construed so as to create a partnership, joint venture or agency relationship between the parties hereto, and in no event, shall such prior written approval be construed or be represented to be a contract between the LESSEE'S architect and/or engineer and the LESSOR.
- 2.4 Upon the date of the Director of Airports' approval of the final plans and specifications for the construction of the Facilities, LESSEE, within thirty (30) days, shall enter into the necessary construction contract(s) and commence construction of the Facilities; the contracts for such construction shall require person, partnership, company, firm or corporation contracting for the construction of said Facilities to maintain or cause to be maintained at all times during the life of said construction contracts such Public Liability and Property Damage insurance as will protect said contractor, the Oklahoma City Airport Trust and the City of Oklahoma City, their officers, agents and employees, from claims for bodily injury, including accidental death, as well as claims for property damages which may arise from the contractor's construction operations under its contracts with LESSEE, whether such operations be by the contractor himself or by any subcontractor or by anyone directly employed by either of them. The amounts of such insurance shall be as follows:

- A. Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance;

Commercial General Public Liability (CGL) Insurance against all legal liability for injuries to persons or property with liability limits of not less than those established from time to time in the Governmental Tort Claims Act, 51 OS. Section 151 et seq. Currently those limits are in the amount of not less than \$1,000,000 for any number of claims arising out of a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$175,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence.

The person, partnership, company, firm or corporation contracting with LESSEE for the construction of the Facilities shall not commence said construction work on such Facilities until all insurance required has been obtained and satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance," the form of which is attached hereto as Exhibit "D," has been submitted to LESSOR showing the Oklahoma City Airport Trust and the City of Oklahoma City to be named as additional insureds under the policies and the certificate shall cover LESSEE'S contractual liability in accordance with Sections 1.5(A), 2.5 and 2.6 below. Also, the certificate shall contain a provision that coverages afforded under the policies will



not be materially altered or cancelled except upon at least thirty (30) days prior written notice given to the Oklahoma City Airport Trust.

Upon request of LESSOR, by and through the Director of Airports, LESSEE agrees to furnish LESSOR with copies of the general construction contracts the general contractors' and subcontractors' Performance and Payment Bonds.

- 2.5 LESSEE will pay for all labor performed and material furnished in or about the construction of the Facilities and shall keep the Leased Premises and Facilities at all times free and clear of all liens for labor or for material furnished in and about the construction of the Facilities; further, LESSEE will defend at its sole cost and expense each and every lien asserted or claim filed against the Leased Premises on which the Facilities are being constructed as well as the Facilities, or any part thereof, for labor claimed to have been performed or material claimed to have been furnished. In the event a lien or encumbrance of any kind is filed against the Leased Premises or Facilities, LESSEE shall immediately discharge the lien or liens pursuant to the laws of the State of Oklahoma; provided, however, during the Construction Lease Period the LESSEE shall be permitted, with the prior written approval of the LESSOR and under the terms and provisions of a subsequent written amendment to this Agreement, to assign its leasehold benefits hereunder and to subject its leasehold interest benefit in and to the Facilities, to a lien to secure a loan from a financial institution to LESSEE to finance the construction of said Facilities; provided however the Fuel Storage Facilities and the Leased Premises on which they are located shall never be mortgaged or encumbered by any lien or encumbrance for any reason. Any assignment of leasehold interest and benefit and/or any leasehold mortgage under this Agreement shall at all times be subordinate and subject to the terms and provisions of this Lease Agreement and the separate Fuel Storage Facilities Agreement. Further, and in any event, LESSEE will pay each and every judgment made or given against the Leased Premises or the Facilities, or any part thereof, or against the Oklahoma City Airport Trust, or the City of Oklahoma City, on account of any lien, and will indemnify and save harmless the Oklahoma City Airport Trust and the City of Oklahoma City from any and every claim and action on account of such claim, lien or judgment arising out of LESSEE'S construction of the Facilities and the operation of the Leased Premises under the Lease Agreement.

Provided, however, notwithstanding anything to the contrary appearing in this Section 2.5, LESSEE shall never in any manner whatever, mortgage or pledge or permit to be mortgaged or pledged the title of the City of Oklahoma City and/or the LESSOR to any portion of the property (real, personal, or mixed) comprising, or located upon, the Airport for any purpose whatsoever, including, without limiting the generality thereof, the security of a loan to finance LESSEE'S construction of the Facilities and any such mortgage or pledge shall be null and void and with no legal force and effect. This provision is not intended to prevent LESSEE from assigning its leasehold interest and benefit in the Leased Premises and Facilities as stated above to a financial institution previously approved by the LESSOR for the construction of said Facilities; however, any such leasehold assignment and/or leasehold mortgage shall at all times be subordinate and subject to the terms and provisions of this Lease Agreement.

- 2.6 At all times during construction the LESSEE shall defend, indemnify and save harmless the Trustees of the Oklahoma City Airport Trust and the City of Oklahoma City and their



officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained, or alleged to have been received or sustained, by any person or persons or property, to wit:

- A. by or from the said LESSEE, its employees and agents, the LESSEE'S construction contractor and its architect and/or engineer and their agents and employees; or
- B. by or on account of any act or omission, neglect or misconduct of the said LESSEE, its employees and agents, the LESSEE'S construction contractor and its architect and/or engineer and their agents and employees; or
- C. from any claims or amounts arising or recovered under the Workmens' Compensation Law or any other law, ordinance, order or decree.

2.7 LESSEE, its employees, LESSEE'S construction contractor and such contractor's employees shall have ingress and egress from and to the Facilities' construction site in the manner, along the route and at the times approved by the LESSOR, by and through its Director of Airports. Further, all construction activities carried on by LESSEE or LESSEE'S contractor shall be closely coordinated with the Director of Airports and the Director of Airports may, without incurring any cost, expense or liability to LESSOR and/or the City of Oklahoma City, and their officers, agents and employees, temporarily suspend and/or require a change or modification of such construction activities at any time the Director shall deem that the said construction activities are being conducted in such a manner as to injure or destroy any of the presently constructed facilities on the Airport and/or in such a manner as to materially and adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities or improvements.

2.8 LESSOR, by and through the Director of Airports, may designate, from the Director's staff, an engineer to act as its designated representative for the purpose of examining and inspecting the Facilities at any and all times during the course of remodeling and/or construction of the same for the purpose of making recommendations and/or objections to the LESSEE'S architect and/or engineer. Provided, however, the extent of the duties and responsibilities of the LESSOR'S engineer shall be limited to the assurance of compliance by the LESSEE with the detailed Final Plans relating to the construction of said Facilities, and shall in no way be construed as authorization to direct the activities of the LESSEE'S architect/engineer, construction contractor or subcontractor. Any recommendations or objections which the LESSOR'S engineer shall deem proper or necessary shall be made in writing to the LESSEE and the LESSEE'S architect and/or engineer.

2.9 LESSEE agrees that construction of the Facilities will be completed no later than two hundred seventy (270) days from the date of issuance of a building permit for Facilities, or such other reasonable date as the parties may agree upon in writing provided that such period shall be extended for causes beyond the reasonable control of Lessee.

### **ARTICLE III - PRIMARY LEASE OF FACILITIES**

3.1 Twenty (20) Year Term of Lease - Simultaneously with the expiration of the one (1) year period from the date of the execution of this Lease Agreement or upon completion of the



construction and the date of the issuance by the City of Oklahoma City of an unqualified Certificate of Use and Occupancy of the Facilities, whichever event happens first, (the commencement date) the Construction Lease Period shall automatically terminate and LESSEE shall lease the "Leased Premises" as outlined and described on Exhibit "A" with the site of the Facilities outlined on Exhibit "B" (as may be amended by approved "as built" drawing and Plans and Final Site Plan) subject to LESSOR'S right to provide necessary easements for access to other facilities, which shall not unreasonably interfere with the LESSEE'S use and enjoyment of the facilities, for a term of twenty (20) years which shall commence on the Commencement Date. This twenty (20) year term shall hereinafter be designated as the "Primary Lease Period."

- 3.2 Option for LESSEE to Terminate – Subject to LESSEE not being in default under any of the terms, provisions, conditions and covenants herein contained and contained in the separate Fuel Storage Facilities Agreement attached, notwithstanding the foregoing, at anytime after the fifth anniversary of the Commencement Date of the Primary Lease Period, LESSEE shall have the option to terminate this Agreement by giving LESSOR no less than one hundred eighty (180) days advance written notice of the election to terminate. In such event the termination shall be accomplished pursuant to the terms and conditions set forth in this Article III which includes but is not limited to: (i) that the Agreement shall terminate automatically, (ii) LESSEE rights and interest in the use and occupancy of the Premises and Facilities shall become null and void, (iii) the title to the Facilities shall vest in LESSOR free and clear of any and all liens and encumbrances of whosoever nature and LESSEE shall give LESSOR a warranted Bill of Sale to the Facilities and any other documentation evidencing the vesting of unencumbered title to the Facilities in LESSOR. In the event of such a termination of this Agreement under Section 3.2 or any other provision contained herein the separate Fuel Storage Facilities Agreement, a copy of which is attached as Exhibit "E," shall immediately terminate and LESSEE interest and rights hereunder shall become null and void and LESSEE shall vacate the Fuel Storage Facilities and the premises on which they are locate immediately.
- 3.3 Termination of Construction Lease Period. The Construction Lease Period shall automatically terminate upon the Commencement Date.
- 3.4 Options - At the expiration of the twenty (20) year Primary Lease Period, the LESSEE shall have the option to enter into a new lease for the Leased Premises and Facilities for four successive five (5) year option periods, upon terms and conditions mutually agreeable to both parties; provided, however, the terms of the new lease agreement must be mutually agreed upon by the parties within thirty (30) days from expiration of the Primary Lease Period or the then current option period, or this Lease Agreement shall terminate automatically without notice and LESSEE'S rights and interest in the use and occupancy of the Leased Premises and Facilities (including the Fuel Storage Facilities) shall be null and void and title to said Facilities herein shall vest in the LESSOR pursuant to the terms of Section 3.6 of this Agreement.

Each option shall become effective only in the event the LESSEE gives written notice of its desire to exercise the above option no later than ninety (90) days, and no earlier than two hundred and seventy (270) days, prior to the expiration of the Primary Lease Period. Each option must be exercised or all subsequent options are extinguished and the then current



Lease Agreement shall terminate automatically and LESSEE'S right and use of the Leased Premises and the Facilities shall be null and void.

3.5 Purpose. The purpose of this Agreement during the Primary Lease Period and any option period is to grant to LESSEE the right and privilege of the use and occupancy of the Leased Premises and Facilities to be used by LESSEE for the sole purpose of the conduct of a corporate hangar/office facility in which to store LESSEE'S aircraft.

3.6 Title to Facilities - Any other provision of this Lease Agreement or Exhibit "C" notwithstanding, it is understood and agreed by the parties that title to Facilities shall be, and remain, in LESSEE until this Agreement is terminated pursuant to Section 3.2 of Article III of this Agreement, Article 16 of Exhibit "C" (the Standard Lease Provisions) or until the expiration of the Primary Lease Period. All terms and provisions of Exhibit "C" attached (the Standard Lease Provisions) shall be fully applicable to the use and occupancy of the Facilities; provided, moreover, notwithstanding the fact that title to Facilities shall not have vested in LESSOR, Facilities shall be deemed to be owned by the LESSOR for the purposes of Article 3 ("Maintenance and Operations") of said Exhibit "C". At the time title to the Facilities vests in LESSOR pursuant to this Section 3.6, said title shall vest free and clear of any and all liens and encumbrances of whatsoever nature; at which time LESSEE shall give LESSOR a warranted Bill of Sale to Facilities and such other documentation satisfactory to LESSOR evidencing the vesting of title to Facilities in LESSOR. On the date of conveyance of Facilities, the LESSEE shall execute and deliver to the LESSOR a Bill of Sale transferring and conveying to the LESSOR the Facilities as the case may be and warranting the Facilities conveyed to be free and clear of all liens and encumbrances, including, but not limited to, Construction Mortgages, Financing Statements and/or Security Agreements, Laborer's, Mechanic's or Materialman's Liens, and any other liens or encumbrances not specifically enumerated herein. The LESSEE shall provide LESSOR with such evidence of clear title as the LESSOR may reasonably require. Further, on the date of conveyance, LESSEE shall present to LESSOR a complete set of Mylar "as built" drawings of the Facilities (one (1) blue-line copy, and a copy on AutoCAD version 2000-or latest version), which drawings shall include, by way of illustration and not limitation, plumbing and electrical systems.

3.7 Rental During Twenty (20) Year "Primary Lease Period"

Ground Rental - Upon the commencement of the Primary Lease Period as set out in Section 3.1 above and continuing during Primary Lease Period, LESSEE shall pay LESSOR the following monthly ground rental which is calculated on a per square foot per year basis for the total square footage of land area contained in the Leased Premises:

<u>Primary Lease Year</u>	<u>Cost Per Square Foot</u>	<u>Total Annual Land Rent</u>	<u>Total Monthly Land Rents</u>
Commencement			
Date through 12/31/04	\$.08	\$ 18,512.16	\$ 1,542.68
1/1/2005 through 12/31/09	\$.09	\$ 20,826.18	\$ 1,735.52
1/1/2010 through 12/31/14	\$.10	\$ 23,140.20	\$ 1,928.35
1/1/2015 through 12/31/19	\$.11	\$ 25,454.22	\$ 2,121.19
1/1/2020 through remainder of term	\$.12	\$ 27,768.24	\$ 2,314.02



- 3.8 Payment of Rental - The monthly rental amounts during the Primary Lease Period provided for in Section 3.7 shall be due and payable by LESSEE to LESSOR on the first day of each month, and shall be delinquent if not received by LESSOR on or before the last day of each and every month during the Primary Lease Period.
- 3.9 Standard Lease Provisions - LESSEE understands and agrees that during the twenty (20) year Primary Lease Period of this Agreement both LESSEE and LESSOR agree to be bound by and fully comply with the terms and provisions of the Standard Lease Provisions shown on Exhibit "C" attached hereto and incorporated herein by reference. In the event any expenses and irreconcilable conflicts between the terms of this Agreement and Exhibit "C" occur, the terms of this Agreement prevail.

**ARTICLE IV – INDEMNITY AND INSURANCE BY LESSEE**  
**DURING PRIMARY LEASE PERIOD**

- 4.1 Indemnity - LESSEE hereby agrees to release, to defend, to indemnify, and to save harmless the Oklahoma City Airport Trust and the City of Oklahoma City, and their officers, agents and employees, (i) from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as, (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (including, without limiting the generality of the foregoing, Workers' Compensation), of or by anyone whomever; in matters resulting from, or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, LESSEE'S operations or activities under or in connection with this Agreement, or 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 or agents. Provided, however, LESSEE shall not be liable for any loss occasioned by the sole negligence or wilful misconduct of the Oklahoma City Airport Trust, the City of Oklahoma City, or their officers, agents, and employees. LESSOR covenants to give LESSEE prompt notice of any claims. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of LESSEE hereunder.
- 4.2 Liability Insurance - LESSEE shall purchase, or cause to be purchased, and cause to be maintained in effect for the term of this Agreement with insurance carriers acceptable to LESSOR the following:
- A. Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance;
  - B. Commercial General Public Liability (CGL) Insurance against all legal liability for injuries to persons or property with liability limits of not less than those established from time to time in the Governmental Tort Claims Act, 51 OS. Section 151 et seq. Currently those limits are in the amount of not less than \$1,000,000 for any number of claims arising out of a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$175,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence;



- C. Comprehensive Automobile Liability Insurance covering owned, hired or other non-owned vehicles to be utilized by LESSEE in connection with the performance of this Agreement in the minimum combined single limit of \$500,000 for bodily injury and property damage; and
- D. Aircraft Liability Insurance for each aircraft owned or regularly used in LESSEE'S business, in the minimum amount of \$50,000 per seat for passengers and property damage insurance in the minimum amount of \$4,000 for each 1,000 pounds (or fraction thereof) of maximum gross weight at which aircraft is certificated to operate, or \$50,000, whichever is the greater amount for each particular aircraft concerned.

Prior to the effectiveness of this Agreement, satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance," in the form as shown on the attached Exhibit "D," must be submitted to LESSOR showing the Oklahoma City Airport Trust and the City of Oklahoma City to be named as additional insured under the policies and also containing a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least thirty (30) days prior written notice given to the Oklahoma City Airport Trust. The certificate shall also include coverage for LESSEE'S contractual liability set forth in Section 4.1 above entitled "Indemnity" and Articles 8 and 13 of Exhibit "C."

- 4.3 Property Insurance - The LESSEE, in its own name and that of LESSOR, as their interests may appear, shall during the initial and renewal terms hereof purchase and maintain in effect, with responsible underwriters approved by LESSOR, a blanket "all-risks" form policy of fire insurance with the broadest extended coverage endorsements attainable, as well as vandalism and malicious mischief and boiler and machinery insurance on the building and improvements situated on the Leased Premises to the extent of not less than ninety percent (90%) of the full insurable value thereof. Also, LESSEE shall in connection with all hazards or risks required to be insured against in the immediately preceding sentence, purchase and maintain in effect rental insurance on the facility and improvements on the Leased Premises, in an amount not less than debt service on such facility.

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.

#### ARTICLE V – GUARANTY

Devon Energy Corporation, shall guarantee all the options, duties and payments required under this Lease Agreement of LESSEE by executing and delivering to the LESSOR a Guaranty Agreement personally, in the form attached hereto as Exhibit "F" (Guaranty Agreement).

#### ARTICLE VI – MISCELLANEOUS

- 6.1 Notices, Consents, and Approvals. Notices or other communications to LESSOR pursuant to the provisions hereof shall be sufficient if sent by registered or certified mail, postage



prepaid, addressed to the Oklahoma City Airport Trust, Will Rogers World Airport, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159-0937; and bills, statements, and notices or communications to LESSEE shall be sufficient if sent by mail, postage prepaid, or if hand-delivered, to Devon Energy Management Company, L.L.C., 5901 Phillip J. Rhodes Boulevard, Suite 226, Bethany, Oklahoma 73008, or to such respective addresses as the parties may designate in writing from time to time.

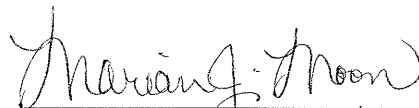
- 6.2 Non-Waiver. The waiver by LESSOR of any breach of the LESSEE of any term, covenant, provision or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision or condition hereof, nor shall any forbearance by LESSOR to seek a remedy for any breach by LESSEE be a waiver by LESSOR of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.
- 6.3 Binding Effect. This Agreement shall inure to the benefit of and be binding upon LESSOR, LESSEE and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions of this Agreement.
- 6.4 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.
- 6.5 Entire Agreement; Modification Hereof. This Agreement (including the Exhibits hereto) expresses the entire understanding of LESSOR and the LESSEE concerning the Lease Agreement at the Airport and all agreements of LESSOR and of LESSEE with each other, and neither LESSOR nor LESSEE has made or shall be bound by any agreement or any representation to the other concerning the Lease Agreement which is not expressly set forth in this 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.
- 6.6 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.
- 6.7 Effect of 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, such time shall continue to run until 11:59 p.m. on the next succeeding business day.
- 6.8 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.



- 6.9 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.
- 6.10 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.
- 6.11 Notwithstanding anything here and above to the contrary, LESSEE shall not be liable herein unless within one hundred eighty (180) days from the date of the execution of this Lease Agreement, or within thirty (30) days from the date the Final Plans and Specifications are approved by the Director of Airports pursuant to Section 2.4, whichever event happens first, LESSEE enters into a contract with its contractor for the construction of the Facilities; provided, however, that in the event that no said construction contract shall be entered into within the applicable time specified above in this Section 6.11, this Lease Agreement shall automatically terminate as to both parties without notice and shall be null and void.

IN WITNESS WHEREOF the parties have set their hands to this Lease Agreement as of the day and year first above written.

**DEVON ENERGY MANAGEMENT  
COMPANY, L.L.C.**

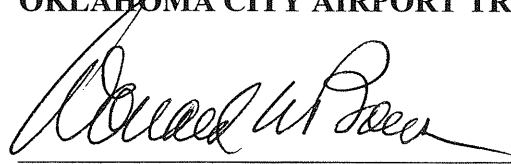


Name/Title Marianne J. Moon, Senior Vice President  
**OKLAHOMA CITY AIRPORT TRUST**

**APPROVAL RECOMMENDED:**



Luther E. Trent  
Director of Airports



Donald D. Bown  
Chairman

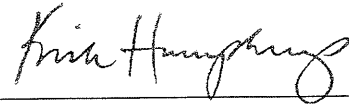
**ATTEST: (SEAL)**



Trust Secretary

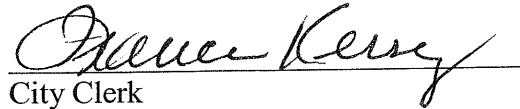


**APPROVED** by the Council and signed by the Mayor of the City of Oklahoma City this  
4<sup>th</sup> day of September, 2002



Mayor

**ATTEST: (SEAL)**



City Clerk

**APPROVED** as to form and legality this 18 day of August, 2002.



Special Assistant Municipal Counselor/Trust  
Attorney

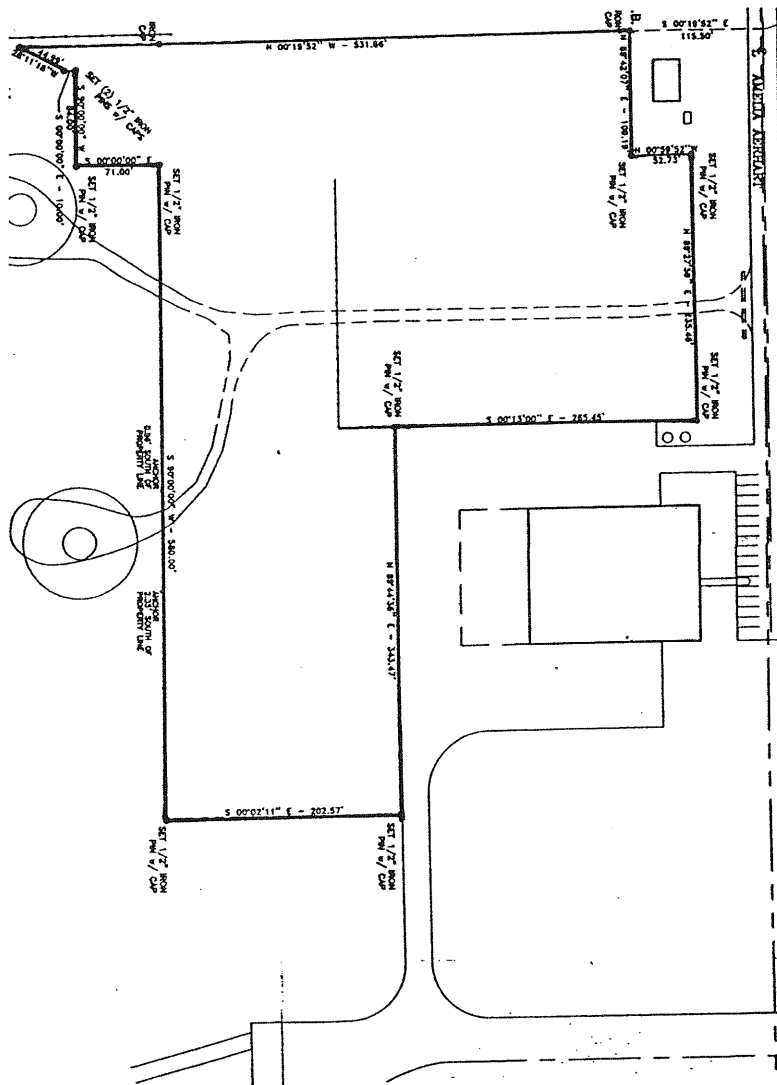


### **LIST OF EXHIBITS**

- Exhibit A - Site Plan of Facilities  
Legal Description of the Leased Premises
- Exhibit B - Proposed Site Location
- Exhibit C - Standard Lease Provisions
- Exhibit D - Form of Certificate of Insurance
- Exhibit E - Copy of Fuel Storage Facilities Agreement
- Exhibit F - Copy of Guaranty Agreement



# EXHIBIT A



## LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter of Section 26, T-11-N, R-4-W, of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

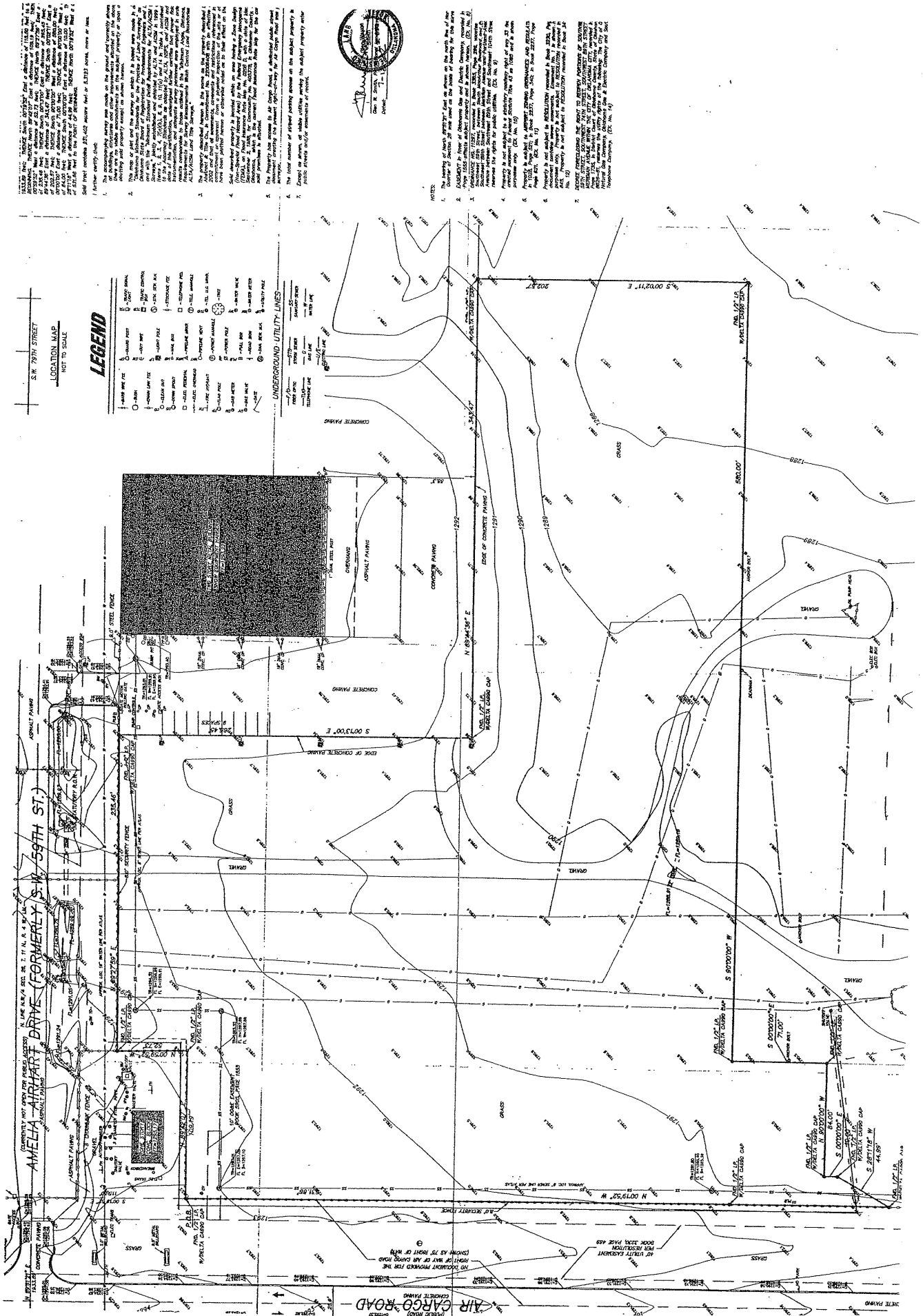
COMMENCING at the Northwest Corner of said Section 26; thence N 89°51'21" E along the North line of said Section 26 a distance of 1933.89 feet; thence S 00°19'52" E a distance of 115.50 feet to the point or place of BEGINNING; Thence N 89°42'07" E a distance of 109.19 feet; thence N 00°59'52" W a distance of 52.73 feet; thence N 89°27'59" E a distance of 235.46 feet; thence S 00°13'00" E a distance of 265.45 feet; thence N 89°44'36" E a distance of 343.47 feet; thence S 00°02'11" E a distance of 202.57 feet; thence S 90°00'00" W a distance of 580.00 feet; thence S 00°00'00" E a distance of 71.00 feet; thence S 90°00'00" W a distance of 84.00 feet; thence S 00°00'00" E a distance of 10.00 feet; thence S 28°11'18" W a distance of 44.99 feet; thence N 00°19'52" W a distance of 531.66 feet to the point or place of Beginning. Said tract contains 231,402.13 sq.ft. or 5.31 acres, more or less.







# EXHIBIT "B"





## EXHIBIT "C"

### STANDARD LEASE PROVISIONS

#### ARTICLE 1 - DELINQUENT RENTALS

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 rentals and/or compensation as required under any of the provisions hereof, then this lease payment shall become immediately delinquent and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half (1-1/2) percent 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 of the term hereof.

#### ARTICLE 2 - INGRESS AND EGRESS

Upon paying the rental 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 roadway 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 facilities.

#### ARTICLE 3 - MAINTENANCE AND OPERATIONS

3.1 The LESSEE has examined the Leased Premises and has accepted them in their present condition; and except as may be otherwise expressly provided herein, LESSOR makes no agreement whatsoever to make improvements, alterations or repairs to the Leased Premises or facilities. LESSOR shall not be liable for acts of injury or damage that may arise on said premises or may occur during the LESSEE'S tenancy or occupancy to persons or property. Notwithstanding anything to the contrary contained herein, it is understood and agreed that all maintenance responsibility is that of the LESSEE, at LESSEE'S sole expense. Unless otherwise agreed in writing by the parties hereto, LESSEE shall never use the Leased Premises for any purpose other than that which is defined in Section 3.5 of the Lease Agreement. Moreover, no sales to the public, whether wholesale or retail, shall be conducted from the Leased Premises in any manner prohibited by 60 O.S.A., Sections 178.4 through 178.6.

#### 3.2 LESSEE'S Use of Hazardous Materials

A. Environmental Study – LESSOR warrants that, to the best of its knowledge and belief, there is no soil or subsurface contamination on the Leased Premises. However, LESSOR does not warrant or guarantee that, absent LESSOR'S knowledge, the Leased Premises have not been exposed or have not been Contaminated with hazardous materials. In furtherance of this representation, LESSOR recognizes that prior to LESSEE executing this Lease Agreement and



taking possession of the Leased Premises and making improvements thereto, LESSEE under a Revocable Permit commenced and completed, at its sole expense, an inspection of the Leased Premises to determine if said Leased Premises were in compliance with municipal, state and federal environmental protection and toxic waste laws, health and safety laws and other ordinances, codes, rules and regulations promulgated thereunder. LESSEE commissioned a Phase I and II environmental assessment and performed any other tests deemed necessary on the Leased Premises at its sole cost and expense. LESSEE solely determined the scope and nature of said assessments or other tests that were reasonable and necessary to properly assess the Environmental condition of the Leased Premises. LESSEE with LESSOR'S approval, determine the entity and party to undertake the environmental assessment ("Environmental Consultant").

The environmental assessment revealed no evidence of Contamination and requires no further testing under the applicable federal, state and local environmental laws, rules, regulations, ordinances and codes, then and in that event, LESSEE shall take possession of the Premises under the terms of this Lease Agreement and accepts the Leased Premises in its "as is" condition subject to the express representations in the Section 3.9 (A). Notwithstanding the foregoing, LESSEE shall have no liability for any Contamination which predates LESSEE'S occupancy of the Leased Premises.

- B. Consent to Use Materials – LESSOR recognizes that, once LESSEE takes possession of the Leased Premises and commences its operations, LESSEE shall introduce and use hazardous materials listed in the various Material Safety Data Sheets ("MSDS") on, in or about the Leased Premises for business operations. LESSEE shall keep the MSDS for inspection at all times. LESSEE hereby covenants not to permit or introduce any other hazardous materials onto the Leased Premises, except as may be necessary and useful to LESSEE'S operation hereunder. LESSEE further covenants that all hazardous materials introduced unto the Leased Premises will be used, kept and stored in a manner that complies with all laws regulating such hazardous materials. Subject to the covenants of this Section 3.2 (B), LESSOR hereby approves and consents to the use of said hazardous materials.

C. Breach of Obligation

1. Indemnification – If LESSEE breaches its obligations hereunder such that the presence of hazardous materials in, on or under the Leased Premised, caused, permitted or brought on the Leased Premises by LESSEE, its agents, representatives or invitees, result in the Contamination of the Leased Premises, LESSEE shall indemnify, defend and hold LESSOR and the City of Oklahoma City, and their officers, agents and employees harmless from any and all damages, losses, costs, claims, judgments, penalties, fines or liabilities, including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees (collectively referred to as "Claim") which arise as a result of such Contamination. LESSOR hereby



agrees to not settle or attempt to settle or compromise any Claim defended by LESSEE without LESSEE'S written consent.

This indemnification of Lessor by LESSEE includes without limitation costs incurred in connection with any cleanup, remediation removal or restoration work required under any federal, state or local environmental laws, rules, ordinances or codes resulting from Contamination for which LESSEE is legally liable to LESSOR under this Section 3.2 of Article 3.

Without limiting the foregoing, if any hazardous material is on or under the Leased Premises caused, permitted or brought on the Premises by LESSEE, its agents, representatives, or invitees, results in any Contamination of the Leased Premises, LESSEE shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such hazardous material to the Leased Premises; provided that LESSOR'S approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

D. Conditions of Indemnification – LESSEE'S obligations and liabilities for the above indemnification under Section 3.2(C)(1) of this Exhibit "C" shall be subject to the following terms and conditions:

1. Notice – LESSOR shall give notice to LESSEE immediately upon its receipt of any notice of Contamination or the presence of hazardous materials in, on or under the Leased Premises. In the event that LESSEE is advised of such hazardous materials or Contamination by any authority prior to LESSOR receiving notice of the same, LESSEE shall provide notice to LESSOR.
2. Investigation by Independent Environmental consultant – Upon notice of the presence of hazardous material in, on or under the Leased Premises or notice of Contamination, LESSEE shall retain an independent environmental consultant to be mutually agreed to by LESSEE and LESSOR to undertake an investigation of the Leased Premises. If consultant's investigation of the Leased Premises reveals hazardous material in, on or under the Leased Premises caused, permitted or brought on the Premises by LESSEE, its agents, representatives or invitees, has resulted in the Contamination of the Premises, LESSEE shall promptly undertake, at its sole expense, the defense of any Claim resulting from such Contamination and commence and complete any cleanup, remediation, or restoration work required by any federal, state or local laws, rules, regulations, ordinances or codes and required under the terms of this Agreement.

E. Survival of Indemnity – The foregoing indemnity shall survive the expiration or earlier termination of this Agreement, unless no earlier than (30) thirty days but no later than (120) one hundred and twenty following LESSEE'S vacation of the



Leased Premises, LESSEE, at its sole expense, provides LESSOR with a completed Phase I and, if recommended by the environmental consultant, a Phase II environmental assessment performed by a recognized environmental expert, approved by LESSOR, which approval shall not be unreasonably withheld, covering the entire Leased Premises. All environmental assessments shall encompass LESSEE'S total period of occupation, possession and use of said Leased Premises and Facilities. If said environmental assessments reveal no Contamination for which LESSEE is liable to LESSOR under the indemnification set forth above, LESSEE'S liability, indemnity and obligations hereunder shall cease as of the date on which LESSEE vacated the Premises. However, if said environmental assessments reveal Contamination of the Leased Premises caused by hazardous materials for which LESSEE is legally liable to LESSOR under the terms and conditions of this Section 3.2 of Article 3, LESSEE shall, at its sole expense, remedy said Contamination and indemnify LESSOR for any damage caused by said Contamination pursuant to the terms of this Section 3.2 of Article 3 of Exhibit "C."

F. Inspection – LESSOR and its agents shall have the right, but not the duty, to inspect the Leased Premises during business hours, upon twenty-four (24) hour prior notice, except in the event of an emergency in which event such entry may be made without notice and at any time, to determine whether LESSEE is complying with the terms of this Article IV. If LESSEE is not in compliance with this Article and has failed to remedy the noncompliance within thirty (30) days after a written request by LESSOR, or failed to commence remediation efforts if the noncompliance is of a nature which cannot reasonably be remedied within thirty (30) days, LESSOR shall have the right to immediately enter upon the Leased Premises to remedy any contamination caused by LESSEE'S failure to comply. Notwithstanding any other provisions of this Agreement, if LESSEE has failed to comply with the provisions of this Section 3.2 of Article 3 and LESSOR is required to act on LESSEE'S behalf, the cost of remedy shall be borne exclusively by LESSEE, however LESSOR shall use its best efforts to minimize interference with LESSEE'S business, but shall not be liable for any interference caused thereby.

G. Definitions

1. Hazardous Materials – As used herein, the term "hazardous material" shall mean any reportable quantity of a hazardous or toxic substance, material or waste 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, Toxic Substance Control Act or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law, rules, regulations, ordinances and codes. Whether a hazardous material exists in a reportable quantity shall be defined and governed by any and all applicable local, state and federal environmental laws, rules, regulations, ordinances and codes.



- H. Contamination – As used herein, the term “Contamination” shall mean the presence of hazardous material in violation of any applicable federal, state, local environmental laws, rules, regulations, ordinances and codes.

3.3 The LESSEE shall maintain the Leased Premises at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises of the Airport. The LESSEE shall be responsible for all maintenance including, but not limited to:

- A. Janitorial services, providing janitorial supplies, window washing, rubbish and trash removal.
- B. Supply and replacement of light bulbs in and on all buildings, (except obstructional lights) and for replacement of all glass in buildings.
- C. Cleaning of stoppages in interior plumbing fixtures and drain lines due to the use of the premises by the LESSEE up to the first manhole or clean out outside of the exterior of the building.
- D. Replacement of floor covering.
- E. Maintenance of all doors and door operating systems, including weather stripping and glass replacement.
- F. Building interior maintenance; including painting, repairing, and replacement not resulting from structural failure.
- G. Landscaping and grass cutting services within the Leased Premises; the supplies, and utilities including exterior building flood lighting and planter lighting.
- H. Repair or replacement of equipment and utilities in all buildings occupied by LESSEE under this Agreement, such as electrical, mechanical and plumbing equipment, and the heating and air conditioning system. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs required of LESSEE shall be made by skilled craftsmen who perform such work regularly as a trade.
- I. Cleaning trash and snow from driveway and sidewalk between building and parking lot. LESSEE will not dispose of any debris or waste materials on Airport property.
- J. LESSEE shall perform all maintenance on LESSEE-owned structures, pavements and equipment; and LESSEE shall perform all maintenance on utilities to the point where connected to the main source of supply or outlet.
- K. LESSEE shall advise the LESSOR and obtain LESSOR'S consent in writing before making changes involving partitions or structural changes to building or premises,



modifications, or additions to plumbing, electrical or other utilities. Any penetration of the roof shall be considered a structural change.

- L. LESSEE is responsible for maintaining electrical loads within the designed capacity of the system. Prior to any change desired by LESSEE in the electrical loading which would exceed such capacity, written consent will be obtained from the Director of Airports.
- M. In the event of damage to building structures or equipment, streets or lighting systems and utilities, LESSEE shall assist the LESSOR in determining the cause of damage to LESSOR'S property.
- N. LESSEE shall maintain and re-lamp flood lights on the buildings.
- O. Hand fire extinguishers and/or sprinkler or fire suppression systems, as applicable, for the interior of all buildings will be maintained by LESSEE.
- P. LESSEE agrees to make its own arrangements for all utility services and to pay for such services on its Leased Premises.
- Q. No alterations or repairs shall be made in or on said Leased Premises except as provided in Article 4 hereof. No waste shall be committed or damage done to the property of the LESSOR.

#### ARTICLE 4 - ALTERATIONS AND REPAIRS TO PREMISES

LESSEE agrees not to construct, install, remove, modify and/or repair any of the buildings or premises leased hereunder without prior written approval of the Director of Airports, such approval not to be unreasonably withheld but may be contingent upon approval by LESSOR of plans and specifications for the proposed project as well as other conditions considered by LESSOR to be necessary. Immediately upon completion of the repairs, alterations or new construction, LESSEE shall present to LESSOR for examination and approval a statement of the "Construction and/or Alteration Costs." Where such alterations or construction have been made on buildings owned by LESSOR, LESSEE shall within thirty (30) days following completion of the alterations or construction present to LESSOR a complete set of "as built" drawings including, but not necessarily limited to, plumbing and electrical systems. LESSEE shall keep the Leased Premises leased hereunder free and clear of any and all liens in any way arising out of any construction, improvement, or use thereof by LESSEE.

In the event that LESSEE makes further 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 rental therefor, but such alteration or improvements shall become the property of LESSOR upon the completion of the alteration or improvements.



"Construction and alteration costs" for the purposes of this Article are hereby defined as all money paid by LESSEE for actual demolition, construction or alteration, including architectural and engineering costs plus pertinent fees in connection therewith.

#### ARTICLE 5 - DESTRUCTION OF PREMISES - TERMINATION

In the event of damage to or destruction or loss of the building or buildings by an insured risk, which damage, destruction or loss is not capable of being repaired within six (6) months, LESSEE shall have the option, exercisable by written notice given to the LESSOR within thirty (30) days after the occurrence of such event, to terminate this Agreement and the separate Fuel Storage Agreement a copy attached hereto, forthwith, such termination to be effective as of the date of such damage, destruction, or loss. In the event the LESSEE does not exercise the foregoing option to terminate this Agreement, or in the event said damage, destruction or loss is capable of being repaired within six (6) months, this Agreement shall not terminate and the LESSEE shall promptly repair, replace, restore, or rebuild said building or buildings to the extent of the insurance proceeds received by it, as nearly as possible to the condition said building or buildings were in immediately prior to such damage, destruction or loss, or with such changes or alterations as may be approved by the LESSOR. If the building or buildings shall be damaged in such manner as to render them unusable in whole or in part, the rental provided to be paid under the terms of this Agreement shall be abated or reduced proportionately during the period from the date of such damage or destruction until the work of repairing, restoring or reconstructing said building or buildings is completed.

In the event of damage to or destruction or loss of either the building or buildings by an uninsured risk, the LESSEE shall have the option, exercisable by written notice given to the LESSOR within thirty (30) days after the occurrence of such event, to terminate this Agreement forthwith, such termination to be effective as of the date of such damage, destruction, or loss. Provided, however, in the event LESSEE does not exercise option to terminate this Agreement, LESSEE shall promptly repair, replace, restore or rebuild said building or buildings as nearly as possible to the condition said building or buildings were in immediately prior to such damage, destruction or loss or with such changes or alternations as maybe approved by LESSOR.

#### ARTICLE 6 - LESSOR'S RESERVED RIGHTS

- A. 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.
- B. During the 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.



- C. 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 has 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.
- D. 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.

#### ARTICLE 7 - 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 Leased 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, or on any part thereof, then, as an alternative to termination of this Agreement under the provisions of Article 13, the LESSOR, after giving thirty (30) days' written notice to LESSEE, during which period LESSEE may abate or correct the omission or objection so set forth in LESSOR'S notice, may thereupon correct such omission or objection by entering the Leased Premises itself, or by its agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of premises by LESSEE, and the LESSOR may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the LESSEE agrees to pay the LESSOR the expenses of the LESSOR incurred in the above connection as additional rent within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the LESSOR.

#### ARTICLE 8 - UTILITIES TO BE FURNISHED BY LESSEE

The LESSOR shall not be required to furnish any service to the Leased Premises, including by way of example, but not of limitation, heat, water and power. Neither the LESSOR nor the City of Oklahoma City shall be liable for any failure of water supply or electric current or of any service by any utility; likewise, neither the LESSOR nor the City of Oklahoma City shall be liable for injury to persons (including wrongful death) or damage to property resulting from steam, gas, electricity, water, rain, or snow which may flow from any part of the Leased Premises or from any pipes, appliances, or plumbing works, from the street or subsurface, or from any other place; or for interference with any easements of whatsoever nature, however caused. The LESSEE shall make all its own arrangements with utility companies and shall pay all charges for steam, gas, electricity, water, light, heat, power, and other services used in or about Leased Premises and shall defend and indemnify the LESSOR and the City of Oklahoma City against any and all liability on such account.



ARTICLE 9 - 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 contiguous 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 of Oklahoma City harmless therefrom.

ARTICLE 10 - REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all personal property owned and placed on the Leased Premises by the LESSEE, for the purpose of this Article the facilities initially constructed thereon by LESSEE and certain permanent equipment affixed to and installed in the facility by LESSEE are not personal property but a permanent structure and a part of the real property and said facility shall be transferred to LESSOR pursuant to Article III of the Lease Agreement, may be removed by the LESSEE at the termination or expiration of this Agreement, even though the same may be attached to the Leased Premises; provided, the LESSEE shall not then be in default in performance of the covenants hereof. The removal of any such property, as aforesaid, shall be effected and all damage caused to said Leased Premises by such removal shall be repaired by LESSEE within thirty (30) days after the termination or expiration of the Agreement. Should the LESSEE fail to remove said personal property within the prescribed thirty (30) day period, title to all such property shall vest in the LESSOR and/or the LESSOR may cause the removal of all or any portion of such property at the sole risk and expense of the LESSEE.

ARTICLE 11 - TAXES

LESSEE agrees to pay all taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Leased Premises and FACILITIES, (2) upon property owned or possessed by LESSEE and situated on the Leased Premises, or (3) upon LESSEE'S interest in or use of the Leased Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Oklahoma City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

ARTICLE 12 - MISCELLANEOUS COVENANTS

- A. LESSEE shall observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations and standard rules applicable to LESSEE or its 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 of Airports of the City of Oklahoma City in connection with the administration of the Airport.



- B. 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 of Airports, such approval not to be unreasonably withheld.
- C. LESSEE hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against LESSOR or the City of Oklahoma City for any kind of damages which result from noise or sound shock waves due to aircraft use of said Airport's facilities.

ARTICLE 13 - TERMINATION BY LESSOR IN EVENT OF DEFAULT

- A. The following are hereby defined as "Events of Default" under the Lease Agreement:
  - (1) If LESSEE shall fail to pay any installment of rent or any other sums or charges payable by LESSEE to LESSOR under this Lease when and as the same become due and payable, and such failure shall continue for a period of thirty (30) days after the due date; or
  - (2) If LESSEE shall fail to perform or comply with any other term, covenant or agreement hereof for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE, or, in the case of a default or a contingency which cannot with due diligence be cured within such period, LESSEE fails to proceed with all due diligence within the time period to cure the same and thereafter to prosecute the curing of such default with all due diligence; or
  - (3) If LESSEE shall make a general assignment for the benefit of creditors, or shall admit in writing LESSEE'S continuing inability to pay LESSEE'S debts as they become due, or shall file a petition for bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against LESSEE in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of LESSEE or any material part of LESSEE'S properties; or
  - (4) If within sixty (60) days after the commencement of any proceeding against LESSEE seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after appointment without the consent of such LESSEE or of any trustee, receiver or liquidator of such LESSEE or of any material part of LESSEE'S properties, such appointment shall not have been vacated; or
  - (5) If the LESSEE shall voluntarily abandon any of the Leased Premises for a continuous period of thirty (30) days at any one time, except when such



abandonment be caused by fire, earthquake, war, strike or other calamity beyond LESSEE'S control;

THEN and in such event, LESSOR at any time thereafter (but prior to the curing of all such Events of Default) may give notice to LESSEE specifying such Event of Default or Events of Default and stating that this Agreement and the lease term shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice, and on such date, unless all such Events of Default shall have been cured and there shall not exist any other Event of Default, all of the right, title and interest of LESSEE under this Agreement shall terminate and LESSEE shall remain liable as hereinafter provided. Provided, however, in any case where LESSOR shall be entitled under this Article to terminate this Agreement for failure of the LESSEE to correct or cure an Event of Default after due notice as herein provided, LESSOR, as an alternative to termination of this Agreement, may but shall be under no obligation to, perform the obligation imposed under this Agreement for the account of and at the expense of the LESSEE and the same shall be paid by LESSEE within thirty (30) days following the date of receipt by LESSEE of an invoice for said reasonable expense.

- B. If any Event of Default shall have occurred and be continuing, LESSOR, whether or not the lease term shall have been terminated pursuant to Section 13(A) of this Article 13, may, upon ten (10) days written notice, except in cases of emergency when no notice need be given and unless the default is cured, 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. LESSEE shall release, defend, indemnify and save harmless LESSOR and the City of Oklahoma 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 of Oklahoma City from any loss or damage caused by the sole negligence or willful misconduct of the LESSOR, the City of Oklahoma City, or their officers, agents or employees in connection with any repossession activities authorized herein.
- C. From time to time after the repossession of the Leased Premises or any part thereof, pursuant to Paragraph 13(B), whether or not the lease term has been terminated, (i) LESSOR may, but shall be under no obligation to, relet the Leased Premises or any part thereof, for the account of LESSEE in the name of LESSOR or otherwise, or (ii) the Director of Airports of the City of Oklahoma City may, but shall be under no obligation to, execute 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, or as the Director of Airports in the event of the issuance of a revocable permit, in LESSOR'S, or the



Director of Airport's, 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 issuance of one or more revocable permits, all without prejudice to any other remedy available to LESSOR.

- D. No termination of this Agreement and no repossession of the Leased Premises or any part thereof pursuant to this Article 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 Lease were still in effect, less the net proceeds, if any, of any reletting, or of any granting of a revocable permit, effected pursuant to the provisions of Section 13(C) of this Article 13, supra, after deducting therefrom all expenses in connection with such reletting by LESSOR, or in connection with such granting of a revocable permit by the Director of Airports, 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 granting of a revocable permit by the Director of Airports. LESSEE shall pay such current damages to LESSOR monthly on those days on which the Rent would have been payable under this Lease if this Lease were still in effect, and LESSOR shall be entitled to recover the same from LESSEE on each such day.
- E. 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.
- F. The various rights, powers, and remedies herein contained and reserved to LESSOR, or the Director of Airports, shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of LESSOR, or of the Director of Airports, to exercise any right, power or remedy arising from any omission, neglect or default of LESSEE shall impair any such right, power or remedy or shall be construed as a waiver of any such default or an acquiescence therein.
- G. 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 14 - TRANSFER OF OWNERSHIP

If any individual or group of individuals or any other entity presently owns in excess of a majority of the ownership in LESSEE, then a transfer of ownership of a majority or more of the LESSEE without the prior written approval of LESSOR shall constitute a material breach of this Agreement for which LESSOR may terminate the same under the provisions of Article 13 hereof. Moreover, at least ninety (90) days prior to any contemplated ownership transfer LESSEE shall submit a written request to LESSOR showing good and sufficient financial worth and adequate experience in the operation of the facilities on the part of the contemplated purchaser or purchasers and evidencing the intent of such contemplated purchaser or purchasers 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.

#### ARTICLE 15 – FORECLOSURE OF LESSEE’S LEASEHOLD INTEREST IN THE FACILITIES

It shall be deemed to be an assignment within the scope and coverage of Article 17-Assignment and Subletting, of this Exhibit “C,” if any person, firm, or entity whatever (including, without limiting the generality thereof, a financial institution which loaned LESSEE funds to construct or improve the Facilities) acquires LESSEE’S interest and/or obligations in and to the Facilities and/or LESSEE’S leasehold estate under the Lease Agreement pursuant to a loan agreement or any other instrument or document of a similar character, whether or not such acquisition was or is pursuant to the exercise of power of sale, or pursuant to judicial foreclosure, or pursuant to an assignment in lieu of foreclosure. Accordingly, any such acquisition described above shall be null and void and without legal effect whatsoever unless accomplished in strict conformity with all provisions, conditions, and requirements of Article 17-Assignment and Subletting, of this Exhibit “C” to the Lease Agreement, which includes without limitation, the prior written approval of the LESSOR after LESSOR determines that the person, firm, or entity acquiring LESSEE’S right, interest, and obligations shall have good and sufficient financial worth and adequate experience and background in the operation of airport facilities which are substantially similar to the existing Facilities and improvements.

#### ARTICLE 16 - WAIVER OF STATUTORY NOTICE

In the event LESSOR exercises its option to terminate this Agreement upon the happenings of any or all of the events set forth in Article 13-Termination by LESSOR, any notice of termination given by LESSOR to LESSEE pursuant to the provisions of said Article 13 shall be sufficient to cancel and terminate this Agreement; and, upon such termination, LESSEE hereby agrees that it will forthwith surrender up possession of the demised premises to the Trustees of the Oklahoma City Airport Trust. 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.



## ARTICLE 17 - ASSIGNMENT AND SUBLETTING

- A. LESSEE, having a unique aviation purpose and use of the Leased Premises, shall not assign this Agreement or any interest therein by operation of law, process or proceeding of any Court or otherwise, or sublet the Leased Premises or any portion thereof and/or the operation or maintenance of the Leased Premises without first obtaining prior written approval of the LESSOR, which approval shall not be unreasonable withheld. If LESSEE shall have furnished LESSOR with satisfactory documentation evidence showing good and sufficient financial worth and adequate experience in the operation of the facilities on the part of any contemplated sublessee or assignee; provided, however, in the event the documentation furnished LESSOR shall show the proposed sublessee or assignee has a net worth of Ten Million Dollars (\$10,000,000.00), then such sublessee or assignee, as the case may be, shall be deemed to have good and sufficient financial worth for the purposes hereof. In the above connection, at least forty-five (45) days prior to any contemplated subletting on assigning of this Agreement or proceeding of any Court or otherwise, LESSEE shall submit a written request to the LESSOR which shall be accompanied by written evidence showing good and sufficient financial worth and adequate experience in the operation of the facilities on the part the contemplated sublessee or assignee. In any event, no subletting or assignment shall be made effective unless LESSEE shall not be in default of any of the terms, provisions, covenants, and conditions contained herein. Further, in no event shall any subletting or assignment be effective, regardless of any submissions to the LESSOR without the prior written approval of LESSOR and unless the party to whom such assignment or sublease is made shall expressly assume in writing and agree to be bound by and fulfill all the terms, covenants, obligations and agreements contained in this Agreement. Notwithstanding anything to the contrary contained herein LESSEE shall not sublet any portion of the Fuel Storage Facilities and/or the portion of the Leased Premises on which they are located, except in the event such sublease is of the entire Leased Premises and Facilities and not merely a portion thereof then the Fuel Storage Facilities and the portion of the Leased Premises on which then are located maybe subleased to the identical entity subleasing the Leased Premises Facilities.
- B. In the event of any approved assignment, or sublease LESSEE shall remain liable to LESSOR to pay to LESSOR any portion of the rentals and fees provided for herein upon failure of the sublessee and/or assignee to pay the same when due; moreover, no assignment and/or sublease shall release the LESSEE from any and all of its obligation to pay all rental amounts hereunder and from complying with the terms, covenants or conditions herein contained on the part of the LESSEE to be performed, kept and observed. Further, in the event of any such approved assignment or subleasing no such assignee or sublessee shall further assign or sublet any portion of the Leased Premises except with the prior written approval of LESSOR and LESSEE named herein, and any and all LESSEE subleases and assignments shall contain a clause to this effect.
- C. Notwithstanding anything to the contrary contained herein, no prior written approval shall be required of intercompany assignments of this Agreement or of any interest therein by or to members of the "Devon Group of Companies" (i.e., any entity controlling, controlled by, or under common control with Devon Energy Corporation, as the same may



exist from time to time); provided, however, in order to induce LESSOR to allow such unrestricted intercompany assignments to this Agreement, it is understood and agreed that it shall be a condition precedent to the initial and continuing validity and effectiveness of this Lease Agreement that Devon Energy Corporation, hereby irrevocably and unconditionally guarantees the payment of rent and fees and performance by any and all such intercompany assignees of all terms, covenants, obligations and agreements contained in this Agreement and any existing or subsequent amendment to such Agreement; provided, further, LESSOR shall be furnished with written notice and copy of each such intercompany assignment not later than thirty (30) days after execution thereof (which time limitation may be extended by written memorandum by LESSOR in its discretion for good cause shown), and each such written notice and copy of the assignment shall be accompanied by documentation sufficient to identify any such assignee as an intercompany assignee and to establish the corporate relationship between such assignee and Devon Energy Corporation. Further, notwithstanding anything to the contrary contained herein, use of the Facilities by any member of the Devon Group of Companies shall be deemed to be used by LESSEE.

- D. Except for Section (C) of this Article 17, notwithstanding anything to the contrary expressly or impliedly stated herein, all the assignments herein, that cover the entire Leased Premises, and Hangar/Office Facilities, the Assignee or Sublessee will be provided the right and obligation under the Fuel Storage Facilities Agreement, however the assignment of all these Facilities must be to the same identical entity. In the event of a partial assignment or sublease, the Assignee or Sublessee shall not have fueling privilege under the Fuel Storage Facilities Agreement and the Assignee or Sublessee must obtain fuel from the appropriate Fixed Base Operator (FBO).

#### ARTICLE 18 - NONDISCRIMINATION

The LESSEE shall comply with all the following nondiscrimination provisions to the extent that LESSEE'S activities shall be subject to the same:

A. Nondiscrimination in Employment

The LESSEE agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2), as may be amended from time to time. The LESSEE shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2), as may be amended from time to time. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination and selection for training, including apprenticeship. The LESSEE, or any sublessee, hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Article.



B. Facilities Nondiscrimination

1. LESSEE shall furnish its accommodations and/or services on fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.
2. LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, age, race, creed, ancestry, color, national origin, or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2), as may be amended from time to time; provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by LESSEE solely to its employees, customers, clients, guests, and invitees.
3. Noncompliance with Provisions 1 and 2 above shall constitute a material breach thereof and, in the event of such noncompliance, LESSOR shall have the right to terminate this Agreement and the estate hereby created without liability therefor, or at the election of LESSOR or the United States, either or both said Governments, shall have the right to judicially enforce said Provisions 1 and 2.
4. LESSEE agrees to insert the above in any leases, agreements, or contracts, etc. by which said LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

C. Affirmative Action Program

LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of race, creed, color, national origin, ancestry, age, sex, or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2), as may be amended from time to time, be excluded from participation in any employment activities covered by 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. LESSEE assures that its covered suborganizations will give assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.



## ARTICLE 19 – EMPLOYEE BADGING AND BACKGROUND CHECKS


LESSEE'S employees or contractors 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 employees or contractors who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for and wear Airport security badges. Those employees or contractors must submit a set of fingerprints for a Criminal History Records Check (CHRC) conducted by the Federal Bureau of Investigation (FBI) as required by FAA Regulation Part 1207, Section 209. At the time the application is made, LESSEE shall be responsible for payment of the then current fee for fingerprinting and issuance of an initial security badge. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$10.00 per person. Upon a satisfactory completion of the CHRC, the applicant must then attend a security badging session to receive training and have a security badge issued.

## ARTICLE 20 – CIVIL PENALTIES

LESSEE shall be responsible for any civil penalties which may be assessed upon it, or LESSOR, or the City of Oklahoma City, for violations occurring at the Airport by LESSEE, its officers, invitees, employees, suppliers, contractors, and agents. Should a civil penalty assessment be made to LESSEE, its officers, invitees, employees, suppliers, contractors, and agents, the LESSOR shall also charge LESSEE a processing fee of Two Hundred Fifty Dollars (\$250). In this connection, the LESSOR shall bill LESSEE for the amount of the civil penalty fee imposed upon LESSOR and/or City plus Two Hundred Fifty Dollars (\$250). LESSEE shall pay LESSOR such amount immediately upon receipt of such invoice.



ISSUE DATE: _____		 <div style="display: inline-block; text-align: center;"> <b>OKLAHOMA CITY AIRPORT TRUST</b>  <b>CERTIFICATE OF INSURANCE</b> </div>		PROJECT OR CONTRACT NUMBER: _____						
PRODUCER   ADDRESS		NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW. <div style="text-align: center; border: 1px solid black; padding: 2px; font-weight: bold;">COMPANIES AFFORDING COVERAGE</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">COMPANY A LETTER</td></tr> <tr><td style="padding: 2px;">COMPANY B LETTER</td></tr> <tr><td style="padding: 2px;">COMPANY C LETTER</td></tr> <tr><td style="padding: 2px;">COMPANY D LETTER</td></tr> <tr><td style="padding: 2px;">COMPANY E LETTER</td></tr> </table>				COMPANY A LETTER	COMPANY B LETTER	COMPANY C LETTER	COMPANY D LETTER	COMPANY E LETTER
COMPANY A LETTER										
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COMPANY C LETTER										
COMPANY D LETTER										
COMPANY E LETTER										
INSURED   ADDRESS		COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.								
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS						
<b>GENERAL LIABILITY</b> _____ COMMERCIAL _____ GENERAL LIABILITY _____ OCCURENCE _____ CLAIMS MADE _____ AND TAIL _____ COVERAGE _____ CONTRACTUAL _____ LIABILITY				GENERAL AGGREGATE						
				BODILY INJURY (Per Person)						
				PROPERTY DAMAGE (Per Accident)						
				EACH OCCURENCE						
				MEDICAL EXPENSES (Any One (1) Person)						
<b>AUTOMOBILE LIABILITY</b> _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT						
				BODILY INJURY (Per Person)						
				BODILY INJURY (Per Accident)						
				PROPERTY DAMAGE						
<b>WORKER'S COMPENSATION AND EMPLOYER LIABILITY</b> Standard Compliance for the State of Oklahoma				EACH ACCIDENT						
				DISEASE - POLICY LIMIT						
				DISEASE - EACH EMPLOYEE						
<b>VALUABLE PAPERS INSURANCE</b> (If required by Contract)										
<b>EXCESS LIABILITY</b> (If required by Contract)				EACH OCCURENCE						
				AGGREGATE						
<b>OTHER</b> (If required by Contract)										
<b>DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS</b> THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY.										
<b>CERTIFICATE HOLDER(S)</b> The City of Oklahoma City and The Oklahoma City Airport Trust <b>7100 Terminal Drive, Unit 937</b> <b>Oklahoma City, OK 73159-0937</b>		<b>CANCELLATION</b> IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER.								
		<b>AUTHORIZED REPRESENTATIVE SIGNATURE</b> TELEPHONE NUMBER (     )								



**(PLEASE READ CAREFULLY)**

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

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

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

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

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

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

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



**FUEL STORAGE FACILITIES AGREEMENT**

THIS FUEL STORAGE FACILITIES AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Trustees of the Oklahoma City Airport Trust, hereinafter referred to as "LESSOR," and Devon Energy Management Company, L.L.C., hereinafter referred to as "LESSEE,"

**W I T N E S S E T H:**

WHEREAS, the LESSOR leases and operates certain real estate, the property of the City of Oklahoma City, more commonly known as Will Rogers World Airport (hereinafter referred to as "Airport"), which is located in Oklahoma County, Oklahoma; and

WHEREAS, under a separate Lease Agreement of even date herewith, a copy being attached hereto as Exhibit "E," herein after referred to as Hangar/Office Lease, LESSOR has leased to LESSEE certain real property located at Airport (the precise location of the real property is outlined, depicted and described legally by metes and bounds on Exhibit "A" attached thereto, and referred to herein as "Leased Premises") to construct thereon certain facilities consisting of a hangar/office facility and associated pavement including without limitation necessary apron and/or ramp and vehicle parking (sometimes hereinafter collectively called "Facilities") which proposed location is shown on Exhibit "B." The Facilities are to be used by LESSEE for the sole purpose of the conduct of a corporate hangar/office facility to store LESSEE'S aircraft; and

WHEREAS, in addition to the construction of the above described Facilities, LESSEE has proposed to construct fuel storage facilities and all associated equipment (to be located above ground on the described Leased Premises) necessary for proper separation, dispensing and recording of fuel used by LESSEE and its officers or employees for aircraft or ground handling equipment owned and/or operated by LESSEE and which is regularly stored in leased Fuel Storage Facilities on the Airport; and

WHEREAS, LESSOR and LESSEE have mutually agreed that (1) LESSEE will provide, at its own initial cost and expense, the financing of the construction of the Fuel Facilities and necessary equipment as well as the cost of installation of said equipment to enable proper separation and dispensing of the bulk fuel, hereinafter sometimes referred to collectively as "Fuel Facilities" or the "Fuel Storage Facilities" and (2) that upon completion of the Fuel Facilities, title to said Fuel Storage Facilities will be conveyed to and be totally vested in LESSOR by LESSEE free and clear of all liens and encumbrances in return for the privilege of leasing and the utilization of such Fuel Storage Facilities under and by virtue of this Agreement which shall obligate LESSEE to pay certain fuel flowage fees for each gallon of fuel used by LESSEE.

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 I - PROPOSED CONSTRUCTION BY LESSEE**

- 1.1 Commencing upon the execution of the separate Hangar/Office Lease Agreement, a copy of which is attached hereto as Exhibit "E," by the parties hereto and for a period of one (1) year or until the completion of construction of the Hangar/Office Facilities under the Hangar/Office Lease Agreement, whichever event happens first, the period hereinafter



referred to as "Construction Lease Period," LESSEE hereby agrees to construct on LESSEE'S Leased Premises, leased under the Hangar/Office Lease Agreement, fuel storage facilities which shall consist of two (2) above ground 12,000 gallon fuel storage tanks with all associated equipment including but not limited to pumps, filters, separators, meters, etc. necessary for proper separation, dispensing and recording of bulk fuel, all such facilities and equipment (Fuel Storage Facilities), to be used by LESSEE in conjunction with its Hangar/Office Lease Agreement for its corporate hangar facility; said proposed location of the Fuel Storage Facilities on the Leased Premises of the Airport are outlined and is shown on Exhibit "B" (as maybe amended by the "as built drawing and final approved site plan") and the precise location of the Leased Premises is more specifically described on Exhibit "A" of this Agreement.

- 1.2 Commencing upon execution of this Agreement by the parties hereto, and during the Construction Lease Period there shall be no ground rental payments to LESSOR, and LESSOR'S consideration shall be the construction of the Fuel Storage Facilities, at LESSEE'S cost and expense, which Fuel Storage Facilities shall become the LESSOR'S Fuel Storage Facilities without cost, pursuant to the provisions of Article II-Title To Fuel Facilities below.

- 1.3 A. Indemnity - During the Construction Lease Period, LESSEE hereby agrees to release, to defend, to indemnify, and to save harmless the Oklahoma City Airport Trust and the City of Oklahoma City, and their officers, agents, and employees, (i) from and against any and all loss of or damage to property or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (including, without limiting the generality of the foregoing, Workers' Compensation), of or by anyone whomever; in matters resulting from or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, LESSEE'S operations or activities under or in connection with this Agreement, or 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 or agents. Provided, however, LESSEE shall not be liable for any loss occasioned by the sole negligence or wilful misconduct of the LESSOR, the City of Oklahoma City, or their officers, agents, and employees. LESSOR covenants to give LESSEE prompt notice of any claims. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of LESSEE hereunder.

- B. Liability Insurance - During the Construction Lease Period, LESSEE shall purchase, or cause to be purchased, and cause to be maintained in effect for the term of this Agreement with insurance carriers acceptable to LESSOR the following:

- (1) Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance; and
- (3) Commercial General Public Liability (CGL) Insurance against all legal liability for injuries to persons or property with liability limits of not less than those established from time to time in the Governmental Tort Claims Act, 51



OS. Section 151 et seq. Currently those limits are in the amount of not less than \$1,000,000 for any number of claims arising out of a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$175,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence.

Prior to the effectiveness of this Agreement, satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance," the form which is attached hereto as Exhibit "D"), must be submitted to LESSOR showing the Oklahoma City Airport Trust and the City of Oklahoma City to be named as additional insureds under the policies and the Certificate shall also cover the contractual liability in accordance with Section 1.2(A), entitled Indemnity. Also, the Certificate shall contain a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least thirty (30) days prior written notice given to the Oklahoma City Airport Trust.

- 1.4 In addition to the provisions set forth above, during the Construction Lease Period, this Agreement shall be subject to the LESSEE'S strict observance of and compliance with the standard lease provisions which are applicable to LESSEE'S use and occupancy of all Fuel Facilities and associated Leased Premises, said provisions being set forth in Exhibit "C" which is attached hereto and made a part hereof (the "Standard Lease Provisions"), as well as any other rules and regulations promulgated by the Director of Airports from time to time having applicability to the use and occupancy of the Fuel Facilities within the Airport.
- 1.5 During the Construction Lease Period, LESSEE shall keep the Fuel Storage Facilities and the entire Leased Premises at all times in a safe, neat and slightly condition and shall not permit the accumulation of any trash, ashes or debris on the premises of the Airport, it being further understood that construction will be in progress on the Leased Premises and thus those activities routinely associated with construction projects are specifically permitted.
- 1.6 It is understood and agreed that the LESSEE will construct the Fuel Facilities described in this Article I in accordance with detailed plans and specifications prepared by an architect and/or engineer employed by LESSEE approved in writing by the LESSOR, by and through the Director of Airports. It is understood and agreed by the parties hereto that the selection and retention of any architect and/or engineer by the LESSEE shall be at the sole discretion of LESSEE subject only to written approval of such selection by LESSOR, by and through the Director of Airports, which approval will not be unreasonably withheld. Further, it is agreed that any and all fees and compensation payable to said LESSEE'S architect and/or engineer shall be the sole and exclusive obligation of LESSEE. In this connection, LESSEE shall cause preliminary plans and specifications (hereinafter sometimes collectively referred to as "preliminary plans") to be prepared and submitted to the Director of Airports for the Director of Airports' written approval. Upon the Director of Airports' approval of said preliminary plans, the LESSEE will prepare and submit to the Director of Airports final plans and specifications, hereinafter referred to as "final plans," within thirty (30) days of the Director of Airports' approval of the preliminary plans. Upon approval of the final plans, there shall be no material changes, additions, alterations or deletions thereto unless the same shall first be approved in writing by LESSOR, by and through the Director of Airports.



- 1.7 The prior written approval by the Director of Airports of final plans, or any additions, changes, alterations, modifications or deletions made to said final plans for the Fuel Storage Facilities during the course of construction shall not be construed so as to create a partnership, joint venture or agency relationship between the parties hereto, and in no event, shall such prior written approval be construed or be represented to be a contract between the LESSEE'S architect and/or engineer and the LESSOR.
- 1.8 Upon the date of the Director of Airports' approval of the final plans and specifications for the construction of the Fuel Facilities, LESSEE shall, within thirty (30) days, enter into the necessary construction contract(s) and commence construction of the Fuel Facilities; the contracts for such construction shall require person, partnership, company, firm or corporation contracting for the construction of said Fuel Facilities to maintain or cause to be maintained at all times during the life of said construction contracts such Public Liability and Property Damage insurance as will protect said contractor, the Oklahoma City Airport Trust and the City of Oklahoma City, their officers, agents and employees, from claims for bodily injury, including accidental death, as well as claims for property damages which may arise from the contractor's construction operations under its contracts with LESSEE, whether such operations be by the contractor himself or by any subcontractor or by anyone directly employed by either of them. The amounts of such insurance shall be as follows:
- A. Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance; and
  - B. Commercial General Public Liability (CGL) Insurance against all legal liability for injuries to persons or property with liability limits of not less than those established from time to time in the Governmental Tort Claims Act, 51 OS. Section 151 et seq. Currently those limits are in the amount of not less than \$1,000,000 for any number of claims arising out of a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$175,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence.

The person, partnership, company, firm or corporation contracting with LESSEE for the construction of the Fuel Facilities shall not commence said construction work on such Fuel Facilities until all insurance required has been obtained and satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance," the form of which is attached hereto as Exhibit "D," has been submitted to LESSOR showing the Oklahoma City Airport Trust and the City of Oklahoma City to be named as additional insureds under the policies and the certificate shall cover LESSEE'S contractual liability in accordance with all indemnity and hold harmless provisions in this Agreement. Also, the certificate shall contain a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least thirty (30) days' prior written notice given to the Oklahoma City Airport Trust.

Upon request of LESSOR, by and through the Director of Airports, LESSEE agrees to furnish LESSOR with copies of the general construction contracts the general contractors' and subcontractors' Performance and Payment Bonds.



- 1.9 LESSEE will pay for all labor performed and material furnished in or about the construction of the Fuel Facilities and shall keep the entire Leased Premises as described on Exhibit "A" and Fuel Facilities at all times free and clear of all liens for labor or for material furnished in and about the construction of the Fuel Facilities; further, LESSEE will defend at its sole cost and expense each and every lien asserted or claim filed against all or a portion of the Leased Premises including the portion of the Leased Premises on which the Fuel Facilities are being constructed as well as the Fuel Facilities, or any part thereof, for labor claimed to have been performed or material claimed to have been furnished. In the event a lien or encumbrance of any kind is filed against the Leased Premises or any portion thereof and/or the Fuel Facilities, LESSEE shall immediately discharge the lien or liens pursuant to the laws of the State of Oklahoma; provided, however, during the Construction Lease Period of the Hangar/Office Lease pursuant to restricted terms in Article I and II thereof LESSEE is permitted, with the prior written approval of the LESSOR and under the terms and provisions of a subsequent written amendment to the Hangar/Office Lease, to assign its leasehold benefits thereunder and to subject its interest and benefit to the Hangar/Office Facilities and Leased Premises to a lien to secure a loan from a financial institution to construct the said Hangar/Office Facilities. In the event any leasehold assignment as stated above is entered into by the LESSEE for the construction the Hangar/Office Facilities under the separate Hangar/Office Lease Agreement, the LESSEE is hereby prohibited from assigning and placing any encumbrance upon the Fuel Facilities.

LESSEE will pay each and every judgment made and given against the Leased Premises or the Fuel Facilities or any part thereof or against Oklahoma City Airport Trust or the City of Oklahoma City on account of any lien and will indemnify and save harmless the Oklahoma City Airport Trust and the City of Oklahoma City from any and every claim and action on account of such claims, lien or judgment arising out of LESSEE'S construction of the Fuel Facilities and the operation of the Leased Premises under this Agreement.

Provided, however, notwithstanding anything to the contrary appearing in this Section 1.9, LESSEE shall never in any manner whatever, mortgage or pledge or permit to be mortgaged or pledged the title of the City of Oklahoma City and/or the LESSOR to any portion of the property (real, personal, or mixed) comprising, or located upon, the Airport for any purpose whatsoever, including, without limiting the generality thereof, the security of a loan to finance LESSEE'S construction of the Fuel Facilities and any such mortgage or pledge shall be null and void and with no legal force and effect. This provision is not intended to prevent LESSEE from assigning its leasehold interest or benefits in the Leased Premises under the separate Hangar/Office Lease to a financial institution previously approved by the LESSOR for the construction of the Hangar/Office Lease Facilities. However, any such assignment and/or mortgage shall at all times be subordinate and subject to the terms, provisions of this Fuel Storage Facilities Agreement and the separate Hangar/Office Lease. Provided further in this connection at no time does this provision permit the LESSEE to assign or sublet its rights or interest in the Fuel Storage Facilities Agreement.



- 1.10 At all times during construction the LESSEE shall defend, indemnify and save harmless the Trustees of the Oklahoma City Airport Trust and the City of Oklahoma City and their officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained, or alleged to have been received or sustained, by any person or persons or property, to wit:
- A. by or from the said LESSEE, its employees and agents, the LESSEE'S construction contractor and its architect and/or engineer and their agents and employees; or
  - B. by or on account of any act or omission, neglect or misconduct of the said LESSEE, its employees and agents, the LESSEE'S construction contractor and its architect and/or engineer and their agents and employees; or
  - C. from any claims or amounts arising or recovered under the Workmens' Compensation Law or any other law, ordinance, order or decree.
- 1.11 LESSEE, its employees, LESSEE'S construction contractor and such contractor's employees shall have ingress and egress from and to the Fuel Facilities' construction site in the manner, along the route and at the times approved by the LESSOR, by and through its Director of Airports. Further, all construction activities carried on by LESSEE or LESSEE'S contractor shall be closely coordinated with the Director of Airports and the Director of Airports may, without incurring any cost, expense or liability to LESSOR and/or the City of Oklahoma City, and their officers, agents and employees, temporarily suspend and/or require a change or modification of such construction activities at any time the Director shall deem that the said construction activities are being conducted in such a manner as to injure or destroy any of the presently constructed facilities on the Airport and/or in such a manner as to materially and adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities or improvements.
- 1.12 LESSOR, by and through the Director of Airports, may designate, from the Director's staff, an engineer to act as its designated representative for the purpose of examining and inspecting the Fuel Facilities at any and all times during the course of remodeling and/or construction of the same for the purpose of making recommendations and/or objections to the LESSEE'S architect and/or engineer. Provided, however, the extent of the duties and responsibilities of the LESSOR'S engineer shall be limited to the assurance of compliance by the LESSEE with the detailed Final Plans relating to the construction of said Fuel Facilities, and shall in no way be construed as authorization to direct the activities of the LESSEE'S architect/engineer, construction contractor or subcontractor. Any recommendations or objections which the LESSOR'S engineer shall deem proper or necessary shall be made in writing to the LESSEE and the LESSEE'S architect and/or engineer.
- 1.13 LESSEE agrees that construction of the Fuel Facilities will be completed no later than two hundred and seventy (270) days from the date of issuance of a building permit for Fuel Facilities, or such other reasonable date as the parties may agree upon in writing. Provided that such period shall be extended for causes beyond the reasonable control of LESSEE. Provided, further however, use of the Fuel Facilities shall not be permitted until the Primary Lease Period of this Agreement commences pursuant to Article III-Primary Lease of Fuel Facilities herein.



## **ARTICLE II – TITLE TO FUEL STORAGE FACILITIES**

- 2.1 It is understood and agreed by the parties that title to Fuel Storage Facilities shall be, and remain, in LESSEE until the date of conveyance of the Fuel Storage Facilities by LESSEE to LESSOR; at which time LESSEE shall furnish LESSOR with a warranted bill of sale and such other documentation satisfactory to LESSOR evidencing the vesting of title to Fuel Facilities in LESSOR, as provided in this Article II (hereinafter, "Date of Conveyance").
- 2.2 After the date of issuance by the City of Oklahoma City of an unqualified Certificate of Use and Occupancy to LESSEE for Fuel Facilities, LESSEE shall furnish LESSOR with all documentary evidence relating to Fuel Facilities required under Section 2.4 hereof to include LESSEE'S cost of Fuel Facilities. LESSEE'S cost of Fuel Facilities shall be defined to include, but not be limited to, costs of material and equipment, labor, general contractor's fees and architect and engineering fees. In this connection, LESSEE shall submit to LESSOR an itemized statement, certified by LESSEE'S architect and/or engineer, showing the cost of construction of Fuel Facilities as above enumerated, and shall, if so requested by LESSOR, produce all pertinent records in connection therewith.
- 2.3 The Date of Conveyance of Fuel Facilities shall in no event be later fifteen (15) days following the date of issuance by the City of Oklahoma City of an unqualified Certificate of Use and Occupancy to LESSEE for Fuel Facilities.
- 2.4 ✓ On the Date of Conveyance of Fuel Facilities, the LESSEE shall execute and deliver to the LESSOR a warranted Bill of Sale transferring and conveying to and vesting in the LESSOR complete title to the entire Fuel Facilities and warranting the Fuel Facilities conveyed to be free and clear of all liens and encumbrances, including, but not limited to construction mortgages, financing statements and/or security agreements, laborer's, mechanic's or materialman's liens, and any other liens or encumbrances not specifically enumerated herein. The LESSEE shall provide LESSOR with such evidence of clear title as the LESSOR may reasonable require. Further, on the Date of Conveyance, LESSEE shall present to LESSOR a complete set of Mylar "as built" drawings of the Facilities (one (1) blue line copy, and a copy on AutoCAD version 2000-or latest version), which drawings shall include, by way of illustration and not limitation, plumbing and electrical systems ✓

## **ARTICLE III - PRIMARY LEASE OF FUEL FACILITIES**

- 3.1 Twenty (20) Year Term of Lease - Simultaneously with the expiration of the one (1) year period from the date of the execution of the Hangar/Office Lease, or upon completion of the construction and the date of the issuance by the City of Oklahoma City of an unqualified Certificate of Use and Occupancy of the said Hangar/Office Facility, whichever event happens first, (hereinafter referred to as the Commencement Date), the Construction Lease Period herein shall automatically terminate and this Agreement shall commence and LESSEE shall lease the "Leased Premises" outlined, depicted and legally described on Exhibit "A" which includes the portion of the Leased Premises on which the Fuel Storage Facilities are located or to be located as shown on Exhibit "B" (as may be amended by approved Final Site Plan) subject to LESSOR'S right to provide necessary easements for access to other facilities which shall not unreasonably interfere with the LESSEE'S use and enjoyment of the Fuel Facilities, for a term of twenty (20) years which shall commence on the date of the commencement of the Hangar/Office Lease set forth therein, in order that the terms



of this Fuel Storage Facility Agreement will expire or terminate co-terminous with the Hangar/Office Lease between LESSOR and LESSEE covering the Hangar/Office Facilities and Leased Premises. This twenty (20) year term of this Agreement shall hereinafter be designated as the "Primary Lease Period." Notwithstanding any provisions herein and in the above referred to Hangar/Office Lease, to the contrary, the Fuel Storage Facilities Agreement shall always expire and terminate when the Hangar/Office Lease covering LESSEE'S Hangar/Office Facilities expires or terminates.

- 3.2 Termination of Construction Lease Period - The Construction Lease Period shall automatically terminate upon the commencement of the Primary Lease Period.
- 3.3 Options - At the expiration of the year Primary Lease Period, the LESSEE shall have the option to enter into a new lease for the use and occupancy of the Fuel Storage Facilities for four successive five (5) year option periods, upon terms and conditions mutually agreeable to both parties; provided, however, the terms of said new fuel storage facilities agreement must be mutually agreed upon by the parties within thirty (30) days from expiration of the Primary Lease Period or applicable option period, or their current reviewed option period or this Fuel Storage Facilities Agreement shall terminate automatically without notice and be null and void, and LESSEE'S rights and interest in the use and occupancy of the Fuel Facilities shall automatically terminate without notice.

All options herein are available to LESSEE and will become effective only in the event the LESSEE and LESSOR enter into a separate Hangar/Office Lease Agreement for a like option period and gives written notice of its desire to exercise the option no later than ninety (90) days, and no earlier than two hundred and seventy (270) days, prior to the expiration of the Primary Lease Period or the applicable renewal option period. Each option must be exercised or all subsequent options are extinguished and the LESSEE'S right and use of the Fuel Storage Facilities and the Leased Premises under the Fuel Storage Facilities Agreement shall be null and void and the Agreement shall immediately terminate.

- 3.4 LESSEE'S Termination - Notwithstanding the foregoing and in the Exhibits attached hereto in the event the Hangar/Office Lease pursuant to its terms is terminated for any reason by LESSOR and/or LESSEE pursuant to its terms this Fuel Storage Facilities Agreement shall terminate immediately and shall be null and void and LESSEE'S rights, and occupancy use of any and all facilities under the Hangar/Office Lease and this Agreement shall cease and LESSEE shall vacate the Leased Premises immediately.
- 3.5 Purpose - The purpose of this Agreement during the Primary Lease Period is to grant to LESSEE the right and privilege of the use of the above ground fuel storage facilities and all associated equipment necessary for proper separation, dispensing and recording of fuel used by LESSEE and its officers or employees for aircraft or ground handling equipment owned and/or operated by LESSEE and which is regularly stored in LESSEE'S corporate hangar facilities identified on Exhibits "A" and "B" of the Hangar/Office Lease Agreement.

LESSEE understands that LESSOR owns and operates all fuel storage at the Airport and that all fuel purchases by LESSEE will be through said fuel storage facilities. LESSEE further understands and agrees that all aviation fuel and oil purchased by LESSEE shall be for the sole and exclusive use and benefit of aircraft and ground handling equipment, which are owned and/or



operated by LESSEE and which are stored in LESSEE'S leased facilities on Airport. No aviation fuel or oil purchased by LESSEE through LESSOR'S Facilities shall ever be resold to or be held for resale to the general public but shall only be made available to LESSEE'S employees or officers for the fueling of individual aircraft and ground handling equipment, which are owned and/or operated by LESSEE and which are stored in LESSEE'S leased facilities on Airport when not in use. In this connection, LESSEE shall maintain full, complete, true, accurate, permanent records, in the form approved by the Director of Airports, of all aviation fuel and oil purchased or otherwise made available to its employees and officers; such records shall, in addition to such other reasonable disclosures as may be required by the Director of Airports, contain the following information as to any single occasion when fuel or oil is used by or otherwise made available by LESSEE: (i) the name of the officer or employee who received fuel or oil, (ii) the date such fuel or oil was used or otherwise made available, (iii) the amount of fuel or oil used or otherwise made available, and (iv) the identification of the aircraft for which the fuel or oil was used or otherwise made available. LESSEE will at all times keep the above-enumerated records available in its leased facilities on the Airport for the term of this Agreement and the same shall be accessible to and open to inspection by LESSOR or its authorized representative at all reasonable times during ordinary business hours. Further, LESSEE agrees to file with LESSOR through its Director of Airports, on forms approved by the Director of Airports, verified monthly reports setting forth the information above outlined for all aviation fuel and oil used or made available by LESSEE to its officers or employees during the month immediately preceding the month in which said monthly report is submitted to the Director of Airports simultaneously with the submission of LESSEE'S monthly reports showing the number of gallons of aviation fuel and oil purchased by LESSEE.

### 3.6 Rental During Twenty (20) Year "Primary Lease Period"

Fuel Flowage Fee - The LESSEE understands and agrees that the LESSOR owns and operates all Fuel Storage Facilities at the Airport and that all fuel purchases by LESSEE will be through said fuel storage facilities. Upon the commencement of the Primary Lease Period as set out in Section 3.1 above and continuing during Primary Lease Period, LESSEE shall pay LESSOR a fee which will be established annually by the Director of Airports, and which is currently five cents (\$0.05) per gallon on all aviation fuel delivered into the leased Fuel Storage Facilities, and fifteen cents (\$0.15) per gallon on all aviation oil purchased by LESSEE; provided, however, the fuel flowage fees payable by LESSEE hereunder shall be six cents (\$0.06) per gallon on all aviation fuel and sixteen cents (\$0.16) per gallon on all aviation oil, or one cent (\$0.01) above the per gallon fee for aviation fuel and one cent (\$0.01) above the per gallon fee for aviation oil established from time to time by the Director of Airports, whichever shall be greater, unless LESSEE'S contract with its fuel supplier requires said fuel supplier to pay LESSOR one-cent (\$0.01) per gallon on all aviation fuel and oil delivered to the leased Fuel Storage Facilities on the Airport. The fees herein specified shall be considered as rental in lieu of landing fees and shall be paid to the LESSOR not later than the last day of the succeeding month; in this connection, the LESSOR shall have the right and privilege on call to inspect and audit the bills, receipts and records pertaining to the purchase of aviation fuel and oil for the purpose of verifying the correctness of the fee payments tendered by the LESSEE.

Reporting - The LESSEE agrees to file with the LESSOR through the Director of Airports, Will Rogers World Airport, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159, on forms prescribed by the LESSOR, monthly reports showing the number of gallons of aviation fuel and oil so purchased by LESSEE in order that the money due as fees may be shown. This report



shall be filed not later than the third day of the month following the purchase of said aviation fuel and oil. All payments are to be made at the office of the Director of Airports, or such other places as the LESSOR may direct the LESSEE in writing.

The parties acknowledge that the LESSOR incurs additional administrative effort if LESSEE'S monthly reports are not complete and received by the due date of each report. To compensate the LESSOR for this administrative effort, LESSEE agrees to pay the LESSOR Two Hundred Fifty Dollars (\$250) for each monthly report which is not complete and received by its due date.

3.7 Payment of Rental - The monthly rental amounts during the Primary Lease Period provided for in Section 3.6 shall be due and payable by LESSEE to LESSOR on the first day of each month, and shall be delinquent immediately if not received by LESSOR timely each and every month during the Primary Lease Period.

3.8 Standard of Operations

- A. LESSEE shall cause to be delivered into said Fuel Storage Facilities, aviation fuels and oil in such amounts as deemed necessary. Normal shrinkage and handling loss of fuels shall be borne by LESSEE.
- B. LESSEE shall provide suitable and adequate personnel and equipment for proper dispensing of fuel which shall meet all National Fire Protection Association criteria to service aircraft.
- C. Contracts entered into by LESSEE for fuel and oil delivered to said Fuel Storage Facilities are subject to prior approval of the Director of Airports.
- D. LESSEE agrees to direct its fueling contractor to report the quantity of aviation fuel and oil purchased by the LESSEE for said Fuel Storage Facilities to the Director of Airports.
- E. LESSEE shall pay all applicable federal, city, and state taxes on aviation fuel and oil delivered to Fuel Storage Facilities.
- F. It is understood and agreed that at all times the aviation fuels and oil delivered into the Fueling Storage Facilities pursuant to this Agreement shall remain the property of LESSEE, and LESSOR shall not at any time assume any right of ownership in same, except as hereinafter provided, nor shall LESSOR have any liability of whatsoever nature relating to the said aviation fuels and oil or the LESSEE'S operations and activities in connection therewith. It is further understood and agreed by the parties that this Agreement does not create a bailment, consignment, partnership or any other legal relationship between the parties except the legal relationship of landlord and tenant whereby LESSOR leases LESSEE space in LESSOR'S aviation Fuel Storage Facilities for storage of aviation fuel and oil by LESSEE; in this connection, LESSEE shall assume all risks relating to the aviation fuel and oil, including, by way of illustration and not limitation, all risks relating to the aviation fuel and oil delivered into the Fuel Storage Facilities of LESSOR, at any and all times prior to the time when said aviation fuel and oil are physically located within the fueling and storage facilities of LESSOR and/or delivered into, stored in and/or dispensed from or through the fuel dispensing equipment of LESSEE, including, by way of



illustration and not limitation, all risks relating to the condition, quality, contamination, or shrinkage of fuels and oils delivered into, stored in and/or dispensed from or through the fueling equipment of LESSEE.

- G. LESSEE agrees to provide aviation fuels and oil to LESSEE'S adequately trained personnel, employees or officers to perform fueling operations as needed for aircraft and ground handling equipment owned and/or operated by LESSEE, which is regularly stored in LESSEE'S leased facilities on Airport. Such operations shall be in accordance with safety standards approved by the National Fire Protection Association and the Director of Airports. In this connection, LESSOR reserves the right to assign its personnel, employees or agents to visually inspect and monitor LESSEE'S fueling operations at any time it may deem appropriate to assure LESSOR of LESSEE'S compliance with all safety procedures which are applicable to LESSOR for aircraft fueling operations on the Airport; provided, however, it is understood that the LESSOR or its personnel, employees, officers or agents, in the performance of inspecting, monitoring, or supervising the LESSEE'S fueling operations, shall never be obligated to assume any risks relating to said operations and the LESSEE agrees to forever hold harmless the LESSOR and/or the City of Oklahoma City and their personnel, employees, officers, or agents from any claims arising therefrom.
- H. LESSEE shall observe and comply with all regulations which may be prescribed from time to time by the Director of Airports for the purpose of establishing reasonable procedures which will not unreasonably restrict LESSEE'S fueling activities to be conducted hereunder whereby LESSEE shall give the Director of Airports or his staff reasonable prior notification of fueling activities to be conducted by LESSEE pursuant to any provisions of this Agreement. LESSOR and/or his authorized representatives shall at any and all times have the full and unrestricted right to enter upon and over any premises leased to LESSEE by LESSOR for the purposes of inspection to insure LESSEE'S compliance with this Fuel Storage Facilities Agreement and for the purpose of doing any and all things which LESSOR is obligated and has the right to do under this Agreement.
- Airport*  
I. LESSOR shall provide qualified personnel to operate the fueling and storage facilities for the purpose of receiving fuel for LESSEE between the hours of 6:00 a.m. to 9:00 p.m., Monday through Friday.
- J. LESSEE'S operations and activities hereunder shall be conducted in such manner as not to injure or destroy any of the presently constructed facilities on the Airport and LESSEE'S Leased Premises, and in such manner as not to materially and adversely affect the development, improvement, operations, or maintenance of the Airport or its facilities.
- K. LESSEE agrees that it shall not interfere with the access roads to the Airport, and shall not interfere with any other person or agency having a lawful right to use the Leased Premises, or with any buildings or improvements of any kind thereon, belonging to any other person or agency, or with their right to enter thereon and remove said buildings or improvements thereon.



### 3.9 LESSEE'S Use of Hazardous Materials

- A. Environmental Study – LESSOR warrants that, to the best of its knowledge and belief, there is no soil or subsurface contamination on the Leased Premises which includes the portion of the Leased Premises on which the Fuel Storage Facilities are located. However, LESSOR does not warrant or guarantee that, absent LESSOR'S knowledge, the Leased Premises have not been exposed or have not been Contaminated with hazardous materials. In furtherance of this representation, LESSOR recognizes that prior to LESSEE executing this Agreement and taking possession of the Leased Premises and making improvements thereto, LESSEE under a Revocable Permit commenced and completed, at its sole expense, an inspection of the Leased Premises, depicted and legally described on Exhibit "A," to determine if said Leased Premises were in compliance with municipal, state and federal environmental protection and toxic waste laws, health and safety laws and other ordinances, codes, rules and regulations promulgated thereunder. LESSEE commissioned a Phase I and II environmental assessment and performed any other tests deemed necessary on the Leased Premises at its sole cost and expense. LESSEE solely determines the scope and nature of said assessments or other tests that are reasonable and necessary to properly assess the environmental condition of the Leased Premises. LESSEE, with LESSOR'S approval, determined the entity and party to undertake the environmental assessment ("Environmental Consultant").

The environmental assessment revealed no evidence of Contamination and requires no further testing under the applicable federal, state and local environmental laws, rules, regulations, ordinances and codes, LESSEE takes possession of the Leased Premises under the terms of this Agreement and accepts the Leased Premises in its "as is" condition subject to the express representation in this Section 3.9 (A). Notwithstanding the foregoing, LESSEE shall have no liability for any Contamination which predates LESSEE'S occupancy of the Leased Premises.

- B. Consent to Use Materials - LESSOR recognizes that LESSEE leases the privilege to use and occupy the Fuel Storage Facilities located on the Leased Premises pursuant to the terms of this Fuel Storage Facilities Agreement, and it is understood that LESSEE will introduce and continue to use hazardous materials known as Jet Fuel A in or about the said portion of the Leased Premises for its business operations. In this regard and based on the condition that the use of Jet Fuel A shall be in compliance with all laws and regulations for said material, LESSOR hereby approves and consents to the use of the Jet Fuel A material. In addition, LESSEE hereby covenants not to permit or introduce any other hazardous materials, other than Jet Fuel A, to be brought upon, kept or used in or about the said portion of the Leased Premises by LESSEE, its agents, employees, contractors, or invitees without the prior written consent of LESSOR, which LESSOR shall not unreasonably withhold as long as LESSEE reasonably demonstrates to LESSOR'S reasonable satisfaction that such hazardous materials are necessary and useful to LESSEE'S operation of the Fuel Storage Facilities hereunder and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous materials so brought upon or used or kept in or about the Leased Premises.



C. Breach of Obligation

1. Indemnification – If LESSEE breaches its obligations hereunder such that the presence of hazardous materials in, on or under the Leased Premises, including the portion of the Leased Premises on which the Fuel Storage Facilities are located, caused or brought on the Leased Premises by LESSEE, its agents, representatives or invitees, result in the Contamination of the Leased Premises, LESSEE shall indemnify, defend and hold LESSOR and the City of Oklahoma City, and their officers, agents and employees harmless from any and all damages, losses, costs, claims, judgments, penalties, fines or liabilities, including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees (collectively referred to as "Claim") which arise as a result of such Contamination. LESSOR hereby agrees to not settle or attempt to settle or compromise any Claim defended by LESSEE without LESSEE'S written consent.

This indemnification of Lessor by LESSEE includes without limitation costs incurred in connection with any cleanup, remediation removal or restoration work required under any federal, state or local environmental laws, rules, ordinances or codes resulting from Contamination for which LESSEE is legally liable to LESSOR under this Section 3.9 of Article III.

Without limiting the foregoing, if any hazardous material is on or under the Leased Premises caused or brought on the Leased Premises by LESSEE, its agents, representatives, or invitees, results in any Contamination of the Leased Premises, LESSEE shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such hazardous material to the Leased Premises; provided that LESSOR'S approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

D. Conditions of Indemnification – LESSEE'S obligations and liabilities for the above indemnification under Section 3.9(C) (1) shall be subject to the following terms and conditions:

1. Notice – LESSOR shall give notice to LESSEE immediately upon its receipt of any notice of Contamination or the presence of hazardous materials in, on or under the Leased Premises. In the event that LESSEE is advised of such hazardous materials or Contamination by any authority prior to LESSOR receiving notice of the same, LESSEE shall provide notice to LESSOR.
2. Investigation by Independent Environmental Consultant – Upon notice of the presence of hazardous material in, on or under the Leased Premises or notice of Contamination, LESSEE shall retain an independent environmental consultant to be mutually agreed to by LESSEE and LESSOR to undertake an investigation of the Leased Premises. If consultant's investigation of the Leased Premises reveals hazardous material in, on or under the Leased Premises caused or brought on the Leased Premises by LESSEE, its agents, representatives or invitees, has resulted in the Contamination of the Leased Premises, LESSEE shall promptly undertake, at its



sole expense, the defense of any Claim resulting from such Contamination and commence and complete any cleanup, remediation, or restoration work required by any federal, state or local laws, rules, regulations, ordinances or codes and required under the terms of this Agreement.

- E. **Survival of Indemnity** – The foregoing indemnity shall survive the expiration or earlier termination of this Agreement, unless no earlier than thirty (30) days but no later than one hundred twenty (120) days following LESSEE'S vacation of the Leased Premises, LESSEE, at its sole expense, provides LESSOR with a completed Phase I and, if recommended by the environmental consultant, a Phase II environmental assessment performed by a recognized environmental expert, approved by LESSOR, which approval shall not be unreasonably withheld, covering the entire Leased Premises. All environmental assessments shall encompass LESSEE'S total period of occupation, possession and use of said Leased Premises. If said environmental assessments reveal no Contamination for which LESSEE is liable to LESSOR under the indemnification set forth above, LESSEE'S liability, indemnity and obligations hereunder shall cease as of the date on which LESSEE vacated the Leased Premises. However, if said environmental assessments reveal Contamination of the Leased Premises caused by hazardous materials for which LESSEE is legally liable to LESSOR under the terms and conditions of this Section 3.9 of Article III, LESSEE shall, at its sole expense, remedy said Contamination and indemnify LESSOR for any damage caused by said Contamination pursuant to the terms of this Section 3.9 of Article III.
- F. **Inspection** – Except for the unrestricted right to enter upon the Leased Premises under Section 3.8 of this Agreement and Article 3 of Exhibit "C" hereto, the Standard Lease Provisions for inspection of the Fuel Storage Facilities to ensure LESSEE'S compliance with this Agreement and the maintenance of the Fuel Storage Facilities site under Article 3 of Exhibit "C," LESSOR and its agents shall have the right, but not the duty, to inspect the Leased Premises during business hours, upon twenty-four (24) hour prior notice, except in the event of an emergency in which event such entry may be made without notice and at any time, to determine whether LESSEE is complying with the terms of this Article IV. If LESSEE is not in compliance with this Article and has failed to remedy the noncompliance within thirty (30) days after a written request by LESSOR, or failed to commence remediation efforts if the noncompliance is of a nature which cannot reasonably be remedied within thirty (30) days, LESSOR shall have the right to immediately enter upon the Leased Premises to remedy any contamination caused by LESSEE'S failure to comply. Notwithstanding any other provisions of this Agreement, if LESSEE has failed to comply with the provisions of this Section 3.9 of Article III and LESSOR is required to act on LESSEE'S behalf, the cost of remedy shall be borne exclusively by LESSEE and LESSOR shall use its best efforts to minimize interference with LESSEE'S business, but shall not be liable for any interference caused thereby.
- G. **Definitions**
1. **Hazardous Materials** – As used herein, the term "hazardous material" shall mean any reportable quantity of a hazardous or toxic substance, material or waste 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, Toxic Substance Control Act or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law, rules, regulations, ordinances and codes. Whether a hazardous material exists in a reportable quantity shall be defined and governed by any and all applicable local, state and federal environmental laws, rules, regulations, ordinances and codes.

H. Contamination – As used herein, the term “Contamination” shall mean the presence hazardous material in violation of any applicable federal, state, local environmental laws, rules, regulations, ordinances and codes.

3.10 Standard Lease Provisions - LESSEE understands and agrees that during the twenty (20) year Primary Lease Period of this Fuel Storage Facilities Agreement both LESSEE and LESSOR agree to be bound by and fully comply with the terms and provisions of the standard lease provisions shown on Exhibit "C" attached hereto and incorporated herein by reference. In the event any express and irreconcilable conflicts between terms of this Agreement and Exhibit “C” occur the terms of this Agreement shall prevail.

#### **ARTICLE IV – INDEMNITY AND INSURANCE BY LESSEE** **DURING PRIMARY LEASE PERIOD**

4.0 Indemnity - LESSEE hereby agrees to release, to defend, to indemnify, and to save harmless the Oklahoma City Airport Trust and the City of Oklahoma City, and their officers, agents and employees, (i) from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as, (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (including, without limiting the generality of the foregoing, Workers' Compensation), of or by anyone whomever; in matters resulting from, or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, LESSEE'S operations or activities under or in connection with this Agreement, or 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 or agents. Provided, however, LESSEE shall not be liable for any loss occasioned by the sole negligence or wilful misconduct of the Oklahoma City Airport Trust, the City of Oklahoma City, or their officers, agents, and employees. LESSOR covenants to give LESSEE prompt notice of any claims. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of LESSEE hereunder.

4.1 Liability Insurance - LESSEE shall purchase, or cause to be purchased, and cause to be maintained in effect for the term of this Agreement with insurance carriers acceptable to LESSOR the following:

- A. Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance;
- B. Commercial General Public Liability (CGL) Insurance against all legal liability for injuries to persons or property with liability limits of not less than those established from time to time in the Governmental Tort Claims Act, 51 OS. Section 151 et seq. Currently those limits are in the amount of not less than \$1,000,000 for any number of claims arising out of



a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$175,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence;

- C. Comprehensive Automobile Liability Insurance covering owned, hired or other non-owned vehicles to be utilized by LESSEE in connection with the performance of this Agreement in the minimum combined single limit of \$500,000 for bodily injury and property damage; and
- D. Aircraft Liability Insurance for each aircraft owned or regularly used in LESSEE'S business, in the minimum amount of \$50,000 per seat for passengers and property damage insurance in the minimum amount of \$4,000 for each 1,000 pounds (or fraction thereof) of maximum gross weight at which aircraft is certificated to operate, or \$50,000, whichever is the greater amount for each particular aircraft concerned.

Prior to the effectiveness of this Agreement, satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance," in the form as shown on the attached Exhibit "D," must be submitted to LESSOR showing the Oklahoma City Airport Trust and the City of Oklahoma City to be named as additional insured under the policies and also containing a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least thirty (30) days prior written notice given to the Oklahoma City Airport Trust. The certificate shall also include coverage for LESSEE'S contractual liability set forth in Paragraph 4.1 above entitled "Indemnity."

#### ARTICLE V – GUARANTY

Devon Energy Corporation - shall guarantee all the options, duties and payments required under the Fuel Storage Facilities Agreement of LESSEE by executing and delivering to the LESSOR a Guaranty Agreement personally, in the Form Attached hereto as Exhibit "F" (Guaranty Agreement).

#### ARTICLE VI – MISCELLANEOUS

- 6.1 Notices, Consents, and Approvals - Notices or other communications to LESSOR pursuant to the provisions hereof shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the Oklahoma City Airport Trust, Will Rogers World Airport, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159-0937; and bills, statements, and notices or communications to LESSEE shall be sufficient if sent by mail, postage prepaid, or if hand-delivered, to Devon Energy Management Company, L.L.C., 5901 Phillip J. Rhodes Boulevard, Suite 226, Bethany, Oklahoma 73008, or to such respective addresses the parties may designate in writing from time to time.
- 6.2 Non-Waiver - The waiver by LESSOR 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 LESSOR to seek a remedy for any breach by LESSEE be a waiver by LESSOR of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.



- 6.3 Binding Effect - This Agreement shall inure to the benefit of and be binding upon LESSOR, LESSEE and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions of this Agreement.
- 6.4 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.
- 6.5 Entire Agreement; Modification Hereof - This Agreement (including the Exhibits hereto) expresses the entire understanding of LESSOR and the LESSEE concerning the Fuel Storage Facilities Agreement at the Airport, and neither LESSOR nor LESSEE has made or shall be bound by any agreement or any representation to the other concerning the Fuel Storage Facilities 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.
- 6.6 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.
- 6.7 Effect of 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, such time shall continue to run until 11:59 p.m. on the next succeeding business day.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 Notwithstanding anything here and above to the contrary, LESSEE shall not be liable herein unless within one hundred eighty (180) days from the date of the execution of this Fuel Storage Facilities Agreement, or within thirty (30) days following the Director of Airports' approval of Final Plans and Specifications pursuant to Section 1.8 of this Agreement, whichever event happens first, LESSEE enters into a contract with its contractor for the construction of the Facilities; provided,



however, that in the event that no said construction contract shall be entered into within the applicable time set out in this Section 6.11, this Fuel Storage Facilities Agreement shall automatically terminate as to both parties without notice and shall be null and void.

IN WITNESS WHEREOF the parties have set their hands to this Fuel Storage Facilities Agreement as of the day and year first above written.

**DEVON ENERGY MANAGEMENT  
COMPANY, L.L.C.**

\_\_\_\_\_  
Name/Title

**APPROVAL RECOMMENDED:**

**OKLAHOMA CITY AIRPORT TRUST**

\_\_\_\_\_  
Luther E. Trent  
Director of Airports

\_\_\_\_\_  
Donald D. Bown  
Chairman

**ATTEST: (SEAL)**

\_\_\_\_\_  
Trust Secretary

**APPROVED** by the Council and signed by the Mayor of the City of Oklahoma City this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

**ATTEST: (SEAL)**

\_\_\_\_\_  
City Clerk

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Special Assistant Municipal Counselor/Trust  
Attorney



## GUARANTY AGREEMENT

This Guaranty Agreement, for the convenience of the parties hereto, dated as of 25<sup>th</sup> day of August, 2002, between Devon Energy Corporation a Delaware corporation, (hereinafter referred to as "Guarantor") and The Oklahoma City Airport, a public Trust, (hereinafter referred to as "Trust").

### W I T N E S S E T H :

WHEREAS, arrangements have been made for the leasing of certain premises located at Will Rogers World Airport (Airport) by the Trust to Devon Energy Management Company, LLC, a limited liability company (LESSEE), for the construction and use of Hangar/Office Facilities, the precise description of the Leased Premises is described on Exhibit "A" attached; and

WHEREAS, along with the proposed Lease Agreement for the proposed Hangar/Office Facilities, the Trust is providing the LESSEE the right of self fueling under a separate proposed Fuel Storage Facilities Agreement; and

WHEREAS, the proposed Lease Agreement and the proposed Fuel Storage Facilities Agreement will have a stated twenty (20) year primary term with certain conditional options; and

WHEREAS, the Guarantor is desirous that the Trust lease the premises to the LESSEE and provide the self fueling privilege and agrees to guaranty to the Trust full performance of the LESSEE under both the Lease Agreement and the Fuel Storage Facilities Agreements.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid and in order for the Trust to lease the Leased Premises to the LESSEE and allow self fueling and thereby achieve the needs of the LESSEE and as an inducement to the Trust to lease the Leased Premises, and of the benefits to accrue to the Guarantor therefrom, the Guarantor does hereby covenant and agree with the Trust as follows:

### ARTICLE I COVENANTS AND AGREEMENTS

Section 1.1. The Guarantor hereby unconditionally guarantees to the Trust, for so long as the Lease Agreement and Fuel Storage Facilities Agreement (hereafter referred to as "Agreements"), shall be in effect during the initial lease term and any option periods (a) the full and prompt payment of all payments required to be made by the LESSEE under said Agreement when and as the same shall become due, and (b) the full and prompt compliance of any and all obligations and duties including but not limited to the indemnification provisions and Hazardous Material Provision in each of the said Agreements, (c) in the event of any failure of the LESSEE to make any such payment when due and/or perform the required duties, to make such payment directly to the Trust and/or to perform the duty promptly. All payments by the Guarantor shall be paid in lawful money of the United States of America. Each and every failure of the LESSEE to make any payment and/or perform any duty when due under the said Agreements shall give rise to a separate claim



and cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises. This is an absolute and continuing guarantee of payment and performance in any event and shall not terminate while the said Agreements shall be in effect.

Section 1.2. The obligations of the Guarantor under this Guaranty Agreement shall be absolute and unconditional and shall remain in full force and effect while the said Agreements shall be in effect, and such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including, without limitation, any of the following, whether or not with notice to, or the consent of, the Guarantor:

(a) The waiver, compromise, settlement or release of any of the obligations, covenants or agreements of the Trust contained in either of the said Agreements or of the payment, performance or observance thereof;

(b) The failure to give notice to the Guarantor of the occurrence of an Event of Default under the terms and provisions of this Guaranty Agreement or an event of default under either of the said Agreements;

(c) The transfer, assignment or mortgaging or the purported transfer, assignment or mortgaging of all or any part of the interest of the Trust or the LESSEE in the property referred to in the said Agreements or the invalidity, unenforceability or termination of any provisions of either of the said Agreements;

(d) The waiver, compromise, settlement or release of any of the obligations, covenants or agreements of the LESSEE, or of the payment, performance or observance thereof;

(e) The extension of the time for payment of any rental fee or associated interest on the said Agreements or of the time for performance of any obligations, covenants or agreements under or arising out of the said Agreements or the extension or the renewal of either thereof;

(f) The modification or amendment, whether material or otherwise, of any obligation, covenant or agreement set forth in the said Agreements;

(g) The taking or the omission of any of the actions referred to in the said Agreements or of any actions under this Guaranty Agreement;

(h) Any failure, omission, delay or lack on the part of the Trust to enforce, assert or exercise any right, power or remedy conferred on the Trust in this Guaranty Agreement or the said Agreements or any other act or acts on the part of the Trust;

(i) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of or other similar proceedings affecting the LESSEE



under the said Agreements or the Trust or any of the assets of either of them, or any allegation or contest of the validity of this Guaranty Agreement, or in any proceeding;

(j) Any invalidity or unenforceability for any reason of any of the provisions of either of the said Agreements or any allegation or contest of the validity of this Guaranty Agreement in any proceedings;

(k) Any technical defect in notice given to the Guarantor of the occurrence of an Event of Default under the terms and provisions of this Guaranty Agreement or an event of default under either of the said Agreements;

(l) To the extent permitted by law, any event or action that would, in the absence of this clause result in the release or discharge by operation of law of the Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty Agreement;

(m) The default or failure of the Guarantor to perform fully any of the obligations set forth in this Guaranty Agreement; or

to the extent permitted by law, any other act or delay or failure to act or any other thing which may or might in any manner or to any extent vary the risk or release or discharge the Guarantor from the performance or observance of any obligation, covenant or condition contained in this Guaranty Agreement by operation of law; it being the purpose and intent of the parties hereto that the guaranty of the Guarantor hereunder shall be absolute and unconditional under any and all circumstances so long as the said Agreements shall be in effect, and shall not be discharged except by payment and/or performance as herein provided and then only to the extent of such payment and/or performance. No payment by the Guarantor to the Trust pursuant to the provisions hereof shall entitle the Guarantor to any payment by the Trust or out of the property of the Trust in enforcement of the said Agreements.

Section 1.3. No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature (other than performance by the Guarantor of the obligations hereunder) which Guarantor has or may have against the Trust under the said Agreements shall be available hereunder to the Guarantor against the Trust.

Section 1.4. The Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorneys' fees, which may be incurred by the Trust in enforcing or attempting to enforce this Guaranty Agreement or protecting its rights following any default hereunder, whether the same shall be enforced by suit or otherwise.

## ARTICLE II EVENTS OF DEFAULT

Section 2.1. An "Event of Default" shall exist if any of the following occurs and is continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):



(a) The Guarantor fails to make any payment of lease rentals and/or performance obligation when such payment and/or performance of obligation are due under Section 1.1;

(b) the Guarantor fails to perform or observe any covenant contained in this ARTICLE II

(c) an Event of Default" exists under either of the said Agreements;

(d) the Guarantor fails to comply with any provision of this Guaranty Agreement and such failure continues for more than 30 days after the Guarantor has received notice from the Trust of such failure.

Section 2.2. In case any one or more Events of Default shall have occurred and be continuing, the Trust may proceed to protect and enforce its rights by action at law, or for the specific performance of any covenant or agreement contained in this Guaranty Agreement. The Trust shall have the right to proceed first and directly against the Guarantor under this Guaranty Agreement without proceeding to enforce, assert or exercise any other right, power or remedy which it may have, or without proceeding against any other security held by the Trust, including, without limitation, the enforcement, assertion or exercise of any right, power or remedy afforded by either of the said Agreements.

Section 2.3. No remedy herein conferred upon the Trust is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

Section 2.4. No course of dealing between the Guarantor and the Trust or any delay in exercising any rights hereunder or under either of the said Agreements shall operate as a waiver of any rights of the Trust.

### ARTICLE III MISCELLANEOUS

Section 3.1. The obligation of the Guarantor hereunder shall arise absolutely and unconditionally upon the effective date of each of the said Agreements. The execution and delivery of this Guaranty Agreement shall not impair or diminish in any respect the obligations of the LESSEE under the said Agreements.

Section 3.2. No remedy herein conferred upon or reserved to the Trust is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trust to exercise any remedy reserved to it in this Guaranty Agreement, it shall not be necessary to



give any notice, other than such notice as may be expressly required herein or in the said Agreements. In the event any provision contained in this Guaranty Agreement should be breached by any party and thereafter duly waived by the Trust so empowered to act, such waiver shall be limited to the particular breach so waived and shall be deemed not to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties to this Guaranty Agreement and only in accordance with the provisions of each said Agreements.

Section 3.3. This Guaranty Agreement constitutes the entire agreement except for certain specific covenants set forth in the said Agreements and supersedes all prior agreements and understanding, both written and oral, between the parties with respect to the subject matter hereof and may be executed simultaneously in several counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.4. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guaranty Agreement contained, shall not affect the validity or enforceability of the remaining portions of this Guaranty Agreement, or any part thereof.

Section 3.5. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows:

If to the Guarantor: Devon Energy Corporation

5901 Phillips Rhode Blvd.	20 N. Broadway, Ste. 1500
Bethany, Oklahoma 73008	Oklahoma City, Oklahoma 73102
Attn: W. E. Hoffman, Mgr.	Attn: K. P. Kimker, Mgr./Admin

If to the Trust Bank: The Oklahoma City Airport Trust  
7100 Terminal Drive, Box 937  
Oklahoma City, Oklahoma 73159-0937  
Attn: Director of Airports

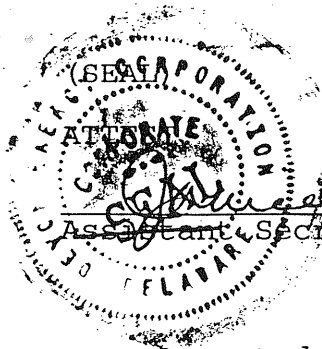
The Guarantor and the Trust may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty Agreement to be executed in its name and its seal to be hereunto affixed and attested by its duly authorized officer as of this 13<sup>th</sup> day of August, 2002.

DEVON ENERGY CORPORATION

By: Marian J. Moor  
Title: Sr. VP of Administration





GEOFFREY G. ALABO  
Assistant Secretary

Accepted this 21<sup>ST</sup> day of August, 2002

THE OKLAHOMA CITY AIRPORT TRUST

By:

Donald D. Bown  
Donald D. Bown, Chairman

(SEAL)  
ATTEST:

Deanne Kerry  
Trust Secretary





June 21, 2023

**RE:**

Special Permit for  
Fuel Tank Replacement for Devon Energy Hangar  
6200 Air Cargo Rd.  
Oklahoma City, OK 73159

**Subject:**

Comments regarding Sec 9350.2. Aboveground Flammable Liquid Storage: Restricted (59-8350.2).

A. The site shall be at least two and one-half acres in size.

The existing Devon Energy Hangar and Fuel Tank are located on 5.31 acres of property.

B. The design, installation and maintenance of the storage tank(s) must be in accordance with the City Fire Code and must have the approval of the Fire Marshal.

Understood. We meet this requirement. We have included drawings and specifications of our new protected 20,000-gal tank with this letter.

C. The aboveground storage tank(s) shall be located at least 100 feet from all property lines and any occupied building on the site. However, a protected tank, meeting the criteria of the Fire Marshal's office, may be located not less than 50 feet from an occupied building on the site. A protected tank must be set back a minimum of 50 feet from all property lines, but may not be located within 100 feet of any non-industrial zoning district.

The City of OKC and Department of Airports have confirmed, like other airport properties, that the Devon Energy Hangar site is within the "airport's property lines." Devon's leased property boundaries are not seen as "property lines." These AHJs consider each property boundary line as an "extent of the leased premises."

Our new protected fuel tank will be located more than 50'-0" from all airport property lines.

D. The dispensing of material contained within the tank shall be prohibited for sales. The material may be dispensed into commercial or business vehicles, which must be owned by the owner of the tank(s).

Understood. Our project will comply.

E. A chain-link fence or noncombustible wall eight feet in height from finished grade shall be provided around the use. Signs warning of the potential hazard, no less than four square feet in area, shall be posted along the fence at no less than 200-foot intervals.

Our drawings show an 8'-0" high chain link fence around the fuel tank. The owner will make sure a warning sign that meets these requirements is installed.

F. Secondary containment must be provided.

Our drawings show a concrete curb around the protected fuel tank to provide secondary containment.





G. All flammable liquid storage must meet all requirements of the Oklahoma City Fire Department plus all state and federal air and water quality and/or protection standards. Such storage will be limited to Class I and II rated motor fuels only.

**Understood. Our project will meet these requirements.**

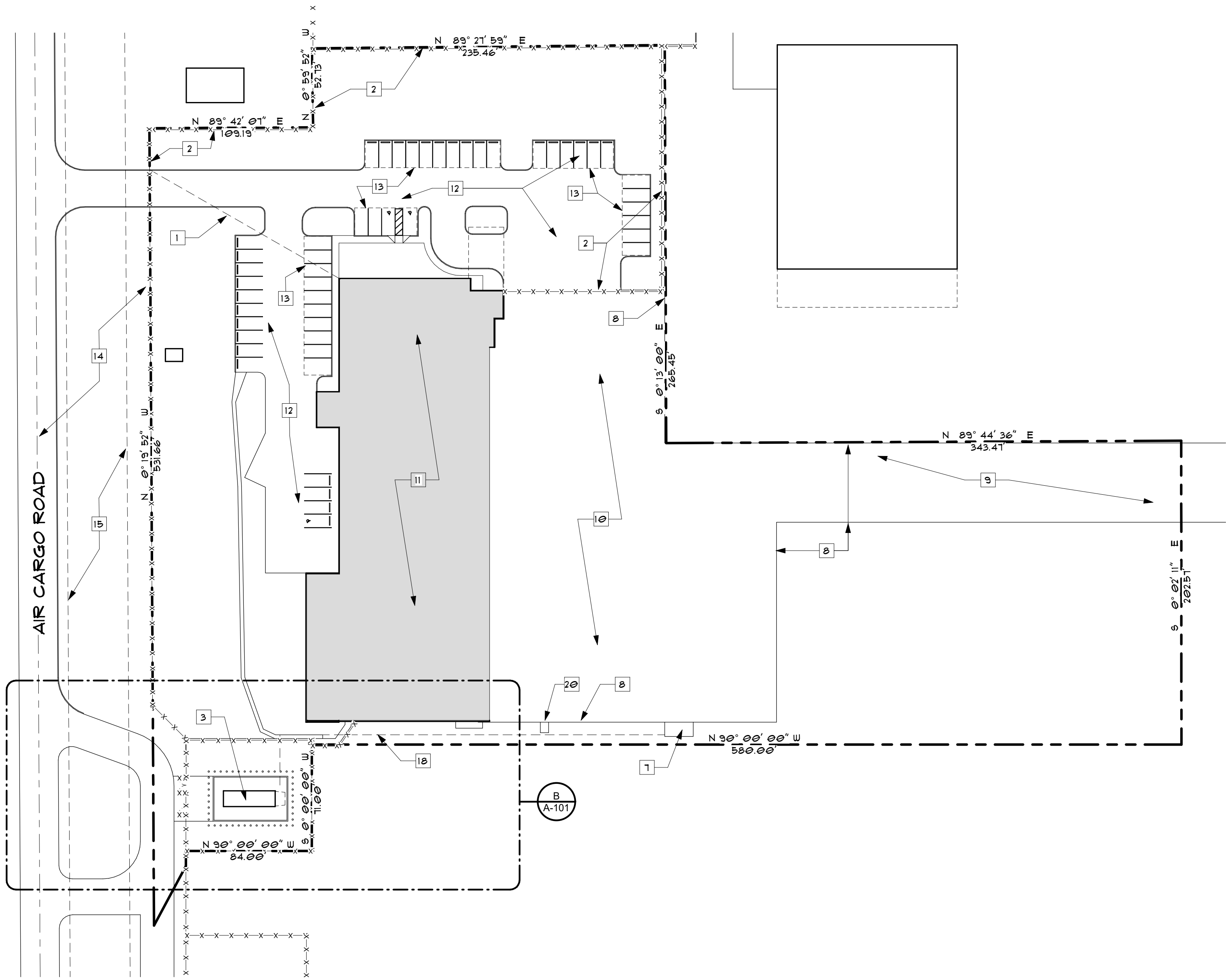
Please contact us with any questions and/ or concerns you may have regarding the responses above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shane Labeth". The signature is fluid and cursive.

Shane Labeth, AIA, NCARB  
Project Architect





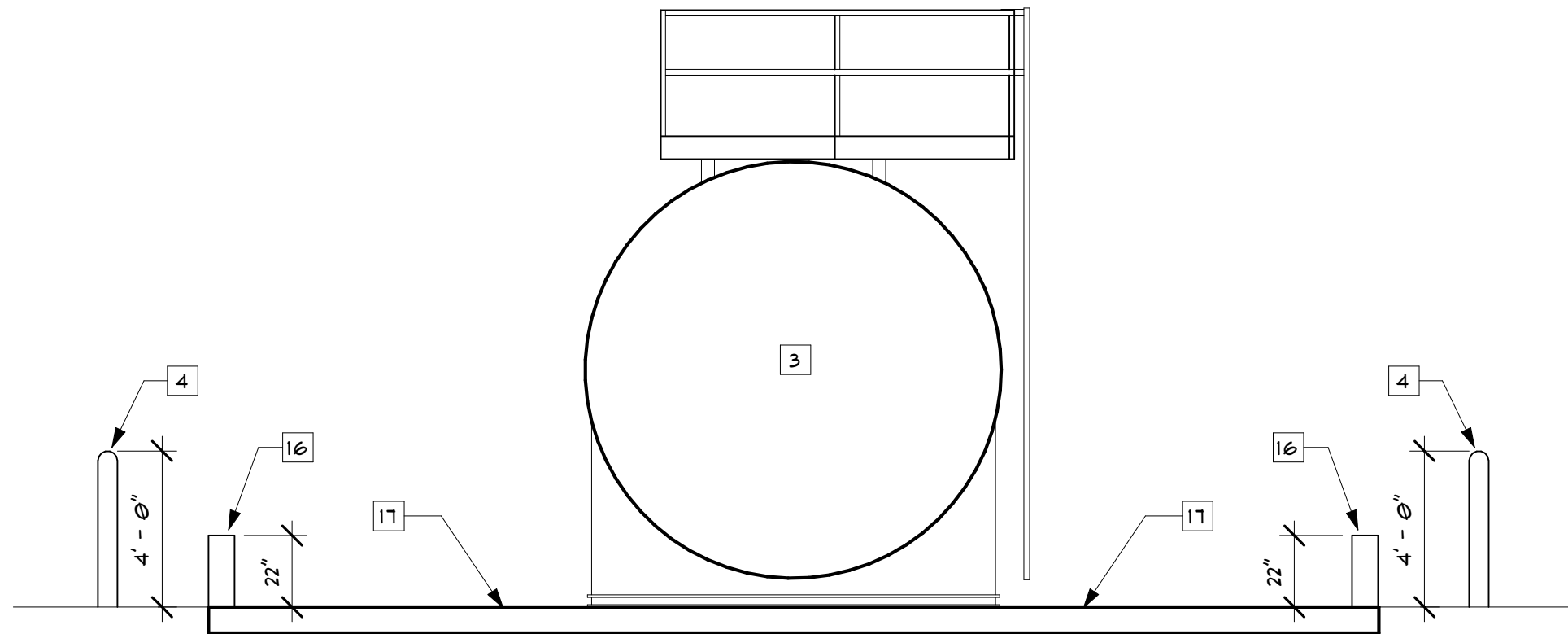
**A OVERALL SITE PLAN**  
1" = 50'-0"

#### LEGAL DESCRIPTION:

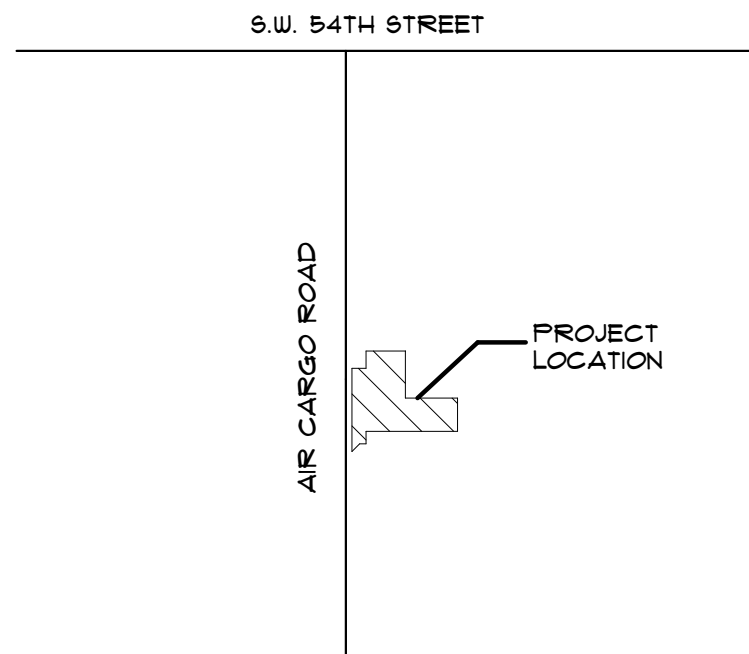
A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (26), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) WEST OF THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26:

THENCE NORTH 89°51'21" EAST, ALONG NORTH LINE OF SAID SECTION 26, A DISTANCE OF 1933.89 FEET; THENCE SOUTH 00°19'52" EAST A DISTANCE OF 115.50 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89°42'01" EAST A DISTANCE OF 109.13 FEET; THENCE NORTH 00°59'52" WEST A DISTANCE OF 52.13 FEET; THENCE NORTH 89°21'59" EAST A DISTANCE OF 235.46 FEET; THENCE SOUTH 00°13'00" EAST A DISTANCE OF 265.45 FEET; THENCE NORTH 89°44'36" EAST A DISTANCE OF 343.41 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 500.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 11.00 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 84.00 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 20°11'18" WEST A DISTANCE OF 44.95 FEET; THENCE NORTH 00°19'52" WEST A DISTANCE OF 531.66 FEET TO THE POINT OF BEGINNING.

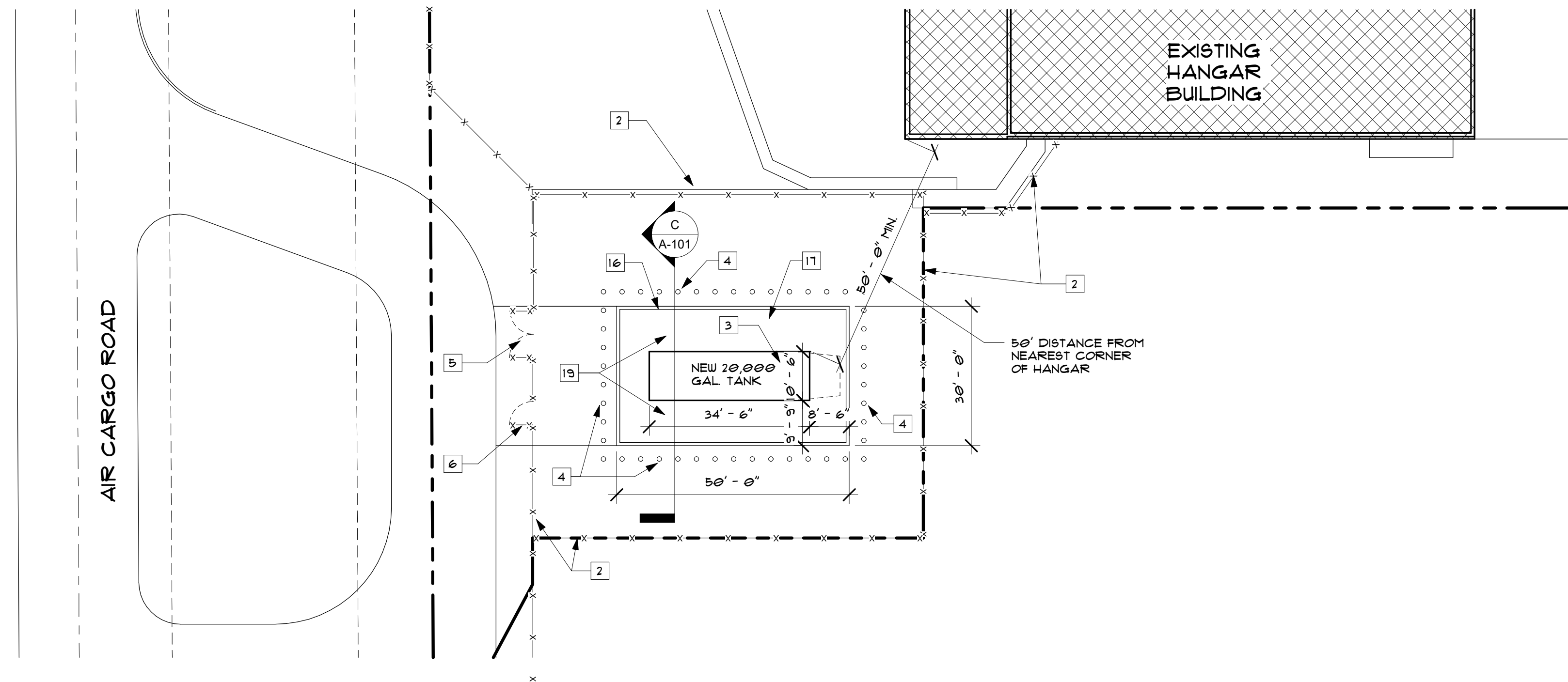


**C TANK PAD SECTION**  
1" = 20'-0"



**LOCATION MAP**  
NOT TO SCALE

KEYED NOTES	
1	EXISTING UNDERGROUND ELECTRICAL FOR GATE AND SECURITY
2	EXISTING FENCE TO REMAIN (NO NEW WORK)
3	EXISTING UNDERGROUND ELECTRICAL FOR GATE AND SECURITY
4	NEW 20,000 GAL ABOVE GROUND, ABOVE GROUND, DOUBLE WALLED, PROTECTED FUEL STORAGE TANK.
5	REMOVE (2) TWO EXISTING FUEL TANKS AND REPLACE WITH (1) ONE 20,000 GAL NEW ABOVE GROUND PROTECTED FUEL STORAGE TANK.
6	2" PROTECTIVE STEEL BOLLARDS AT 4'-0" O.C. MINIMUM AT PERIMETER OF FUEL TANKS
7	NEW 4" DIA. PROTECTIVE STEEL BOLLARDS AT 4'-0" O.C. MAXIMUM AT PERIMETER OF FUEL TANK AREA
8	EXISTING 10' ACCESS GATE IN EXISTING FENCE (NO NEW WORK)
9	EXISTING MAN GATE IN EXISTING FENCE (NO NEW WORK)
10	EXISTING FUEL DISPENSING LOCATION NEW EQUIPMENT BY OWNER
11	EXISTING CONCRETE TAXIWAY TO EXISTING TAXIWAY (NO NEW WORK)
12	EXISTING CONCRETE PAVING TO REMAIN
13	EXISTING AVIATION FACILITY (NO NEW WORK)
14	EXISTING PAVING AND STRIPING TO REMAIN (NO NEW WORK)
15	EXISTING LIGHTED COVERED PARKING (NO NEW WORK)
16	NO DOCUMENTATION PROVIDED FOR THE RIGHT OF WAY OF AIR CARGO ROAD (SHOWN AS 15' RIGHT OF WAY) (NO NEW WORK )
17	40' UTILITY EASEMENT PER RESOLUTION BOOK 3230 PAGE 469
18	FUEL CONTAINMENT AREA CONCRETE CURB - 8" W X 22" H (NEEDS TO HOLD 20,000 GAL OF LIQUID)
19	EXISTING CONC PAD TO REMAIN
20	NEW UNDERGROUND FUEL LINES TO FUEL DISPENSER
21	THE CITY OF OKC IS TO REMOVE THE (2) TWO EXISTING REMEDIATE FUEL TANKS AND ANY CONTAMINATES. THE CITY OF OKC WILL PROVIDE A CLEAN ENVIRONMENT FOR ALL NEW "DEVON" RELATED WORK.
22	NEW 400V ELECTRICAL RECEPTACLE TO BE INSTALLED FOR AIRCRAFT GROUND POWER CART.



**B ENLARGED SITE PLAN**  
1" = 20'-0"

DATE

DESCRIPTION

STAMP:

STATE OF OKLAHOMA  
STATE SEAL  
1907  
OKLAHOMA CITY  
LICENSED ARCHITECT  
5/24/23

CORNERSTONE  
ARCHITECTURE

1601 S.W. 89TH ST. SUITE G100  
OKLAHOMA CITY, OK 73159  
P (405) 609-6161  
WWW.CA-OK.COM

FUEL TANK REPLACEMENT

DEVON ENERGY  
AVIATION FACILITY

WILL ROGERS WORLD AIRPORT  
OKLAHOMA CITY, OKLAHOMA

OWNER:  
DEVON ENERGY  
6200 AIR CARGO RD  
OKLAHOMA CITY, OK 73159

JOB SITE ADDRESS:  
6200 AIR CARGO RD  
OKLAHOMA CITY, OK 73159

PROJECT NUMBER:  
2326

DRAWN BY:  
S.L.C.

CHECKED BY:  
M.S.L.

SITE PLAN

DATE:  
MAY 24, 2023

SHEET TITLE:  
A-101





**OMNTEC**  
Advanced Tank Monitoring & Leak Detection

# PROTEUS® Automatic Tank Gauging and Leak Detection System

Part Number: **OEL8000IIK4**  
**OEL8000IIK8**



## Description

A brighter future in tank gauging and leak detection has arrived with the **PROTEUS** Series. Featuring advanced technology, versatility, scalability, and enhanced features like our 7-inch color touch screen. The **PROTEUS-K** Series can simultaneously monitor product levels, water levels, temperature, leaks, and much more in up to eight tanks. The flexibility of **PROTEUS** makes it ideal for a variety of gauging and leak detection applications.

The OEL8000IIK accepts up to 16 of OMNTEC's Bright Eye (BX Series) sensors for distinguishing product from water or for simply detecting the presence of liquid. A distinct advantage of Bright Eye sensors is they are networked and utilize 4 wire bus technology.

**PROTEUS** does not require sensor or probe input modules, bringing ease to ordering and installation. A built-in microprocessor gives each sensor the ability to identify itself and its location, which is displayed along with alarm conditions on the **PROTEUS's** 7-inch color touch screen graphic display.

With OMNTEC's proven reliability, the **PROTEUS** offers an attractive, comprehensive, and user-friendly system that can open doors to endless possibilities.

**OMNTEC Mfg., Inc. has been certified by DQS Inc. to  
ISO 9001:2015; Registration Number 10017970.**

## Features

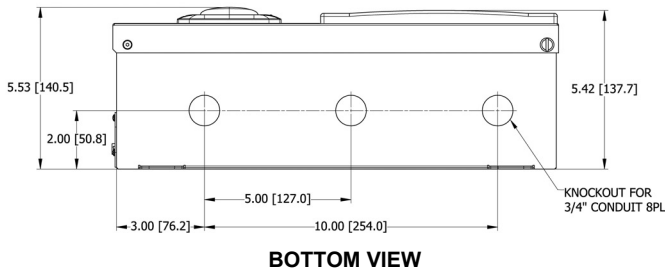
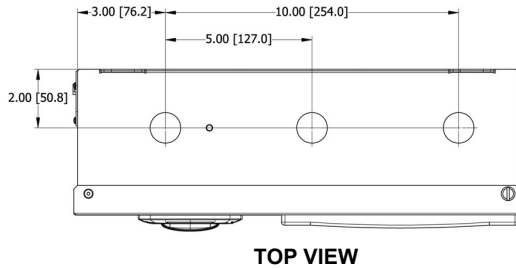
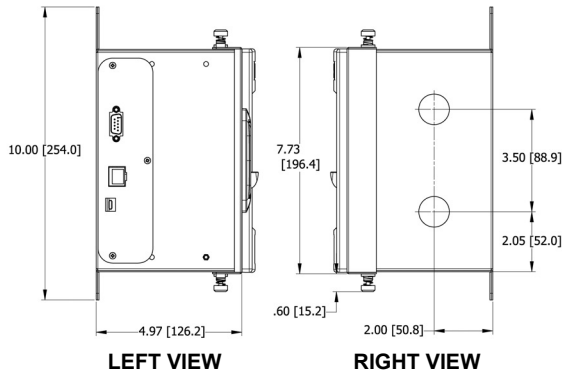
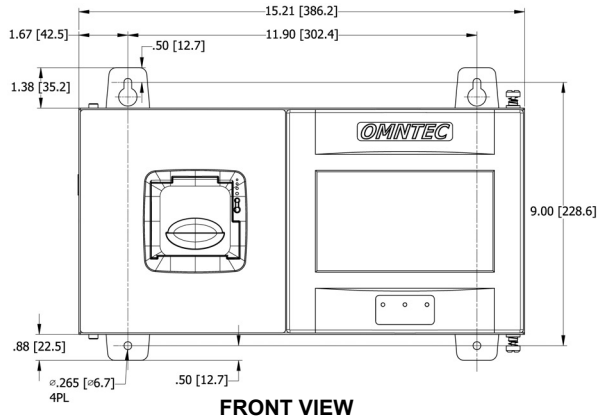
- Accepts up to 8 magnetostrictive probes
- Accepts up to 16 Bright Eye sensors
- Sensors networked using state of the art 4 wire bus technology
- 1 RS-232 port
- 1 RS-485 port (optional)
- 7-inch color touch screen graphic display
- Large user-friendly icons
- Easy to read leak and level alarms
- SD memory card slot (for extended logging)
- CITLD upgradeable
- Modbus RTU & TCP upgradeable
- Ethernet / TCP/IP standard
- Built in web server
- E-mail / Text capability standard
- SIL rated operating system
- Remote display option
- Thermal printer option
- VLD standard
- 3 built in programmable relays
- Up to 8 additional dry contact relays
- Flash based non-volatile memory for program storage (does not require a battery)
- Compatible with OMNTEC PC remote tank inventory monitoring



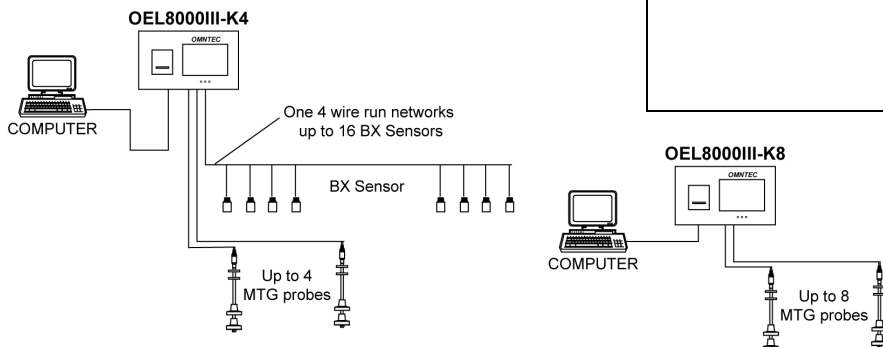
# PROTEUS®

## Automatic Tank Gauging and Leak Detection System


### Part No. OEL8000III-K4 & OEL8000III-K8



## OEL8000III-K Application



## Specifications

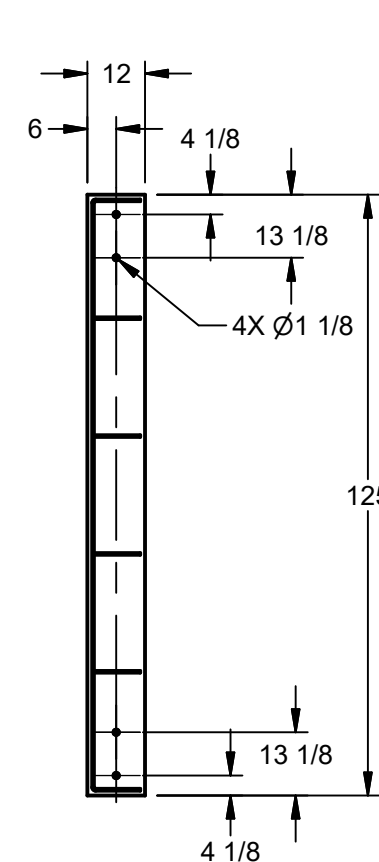
Optional Features:	36-character thermal printer Modbus RTU and TCP		CITLD upgradeable OMNTEC PC software			
Input Power:	100-240 VAC +/- 10% 50/60 Hz 60 watts					
Voltage to Sensors:	12 VDC					
Voltage to Probes:	28 VDC					
Audio Visual Controls:						
Display:	Color 7-inch graphic display with touch screen					
Audible alarm:	85 dB piezoelectric horn					
Printer:	36-character thermal					
System status:	3 LED's (OK, Warning, Alarm)					
Relay Outputs:	120 VAC @ 0.6 amp resistive 3 SPST Failsafe					
Low-voltage Outputs:	12 VDC @ 150 mA					
Operating Temperature:	20 to 140° F (-7° to 60° C)					
Compatible Sensors:	BX-Series sensors (refer to document no. 900106)					
BX-Series Sensor Cable:	Shielded 22 AWG with drain wire (OMNTEC EC-4) Maximum length 2,000 feet (610m)					
Compatible Probes:	<b>Rigid Gauging Probe</b> (refer to document no. 900194) MTG-4* (1219mm) MTG-6* (1829mm) MTG-8* (2438mm) MTG-10* (3048mm) <b>Flexible Fixed Top Probe</b> (refer to document no. 900166) MTG-F-* Series <b>Flexible Fixed Bottom Probe</b> (refer to document no. 900162) MTG-FB-* Series <i>*Number signifies shaft length and corresponds to tank diameter. Contact representative for additional lengths.</i>					
MTG Probe Cable:	OMNTEC EC-2 (Shielded Belden #8761) Low Inductance: equal or less than 0.2 microhenries per foot Maximum length 1,000 feet (305m). Consult representative for longer wire runs.					
Accessories:	RD7CTS DDL Series RAS Series PS-103 DPU-C XC-R8 X232-420 DB-485 C232-BAC	Mini-Me remote display Delivery Defender Lite universal remote overfill alarm Remote annunciators Thermal printer Thermal paper External relay expansion External RS-232 to 4-20 ma converter RS-485 board Bacnet TCP/IP converter				
Weight:	20 lb. (9kg)					
Dimensions:	(h) 7.73" (w) 15.21" (d) 5.53"					
Approvals:	UL-listed & CUL-listed <div><div>IECEx UL 13.0057X [Ex ia Ga] IIB</div><div>LISTED 5L04</div><div>CE 0539 [Ex ia] IIB</div><div>DEMKO 13 ATEX 1341071X</div></div>					
Version Summary:	Version	Probes	Sensors	Audio/ Visual	Relays	Communication
	K4	4	16	yes	3	(1) RS-232 (1) TCP/IP (1) Expansion Port (1) SD Card slot
	K8	8	0	yes	3	
	K4B	4	16	no	3	
	K8B	8	0	no	3	

Specifications subject to change without notice, verify with manufacturer.

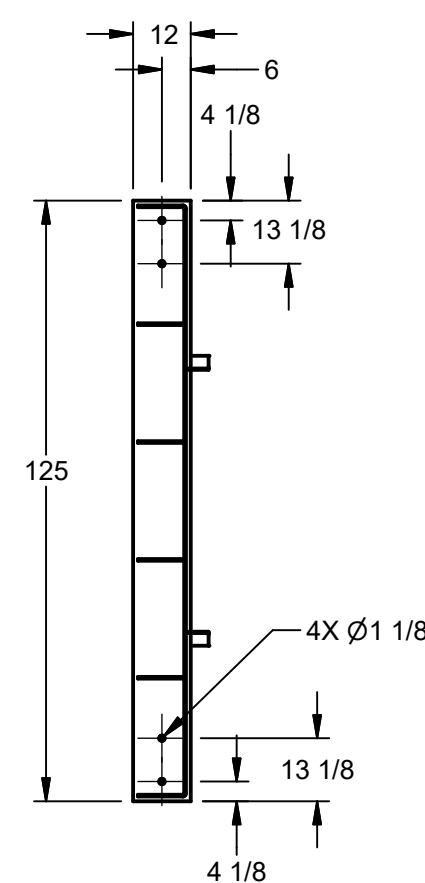
**OMNTEC**  
 2420 Pond Road  
 Ronkonkoma, NY 11779  
 +1.631.981.2001  
 +1.631.981.2007  
 omntec@omntec.com  
 www.omntec.com



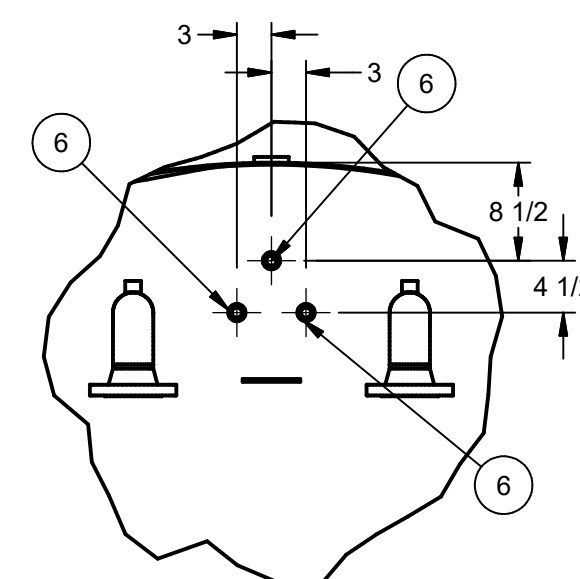
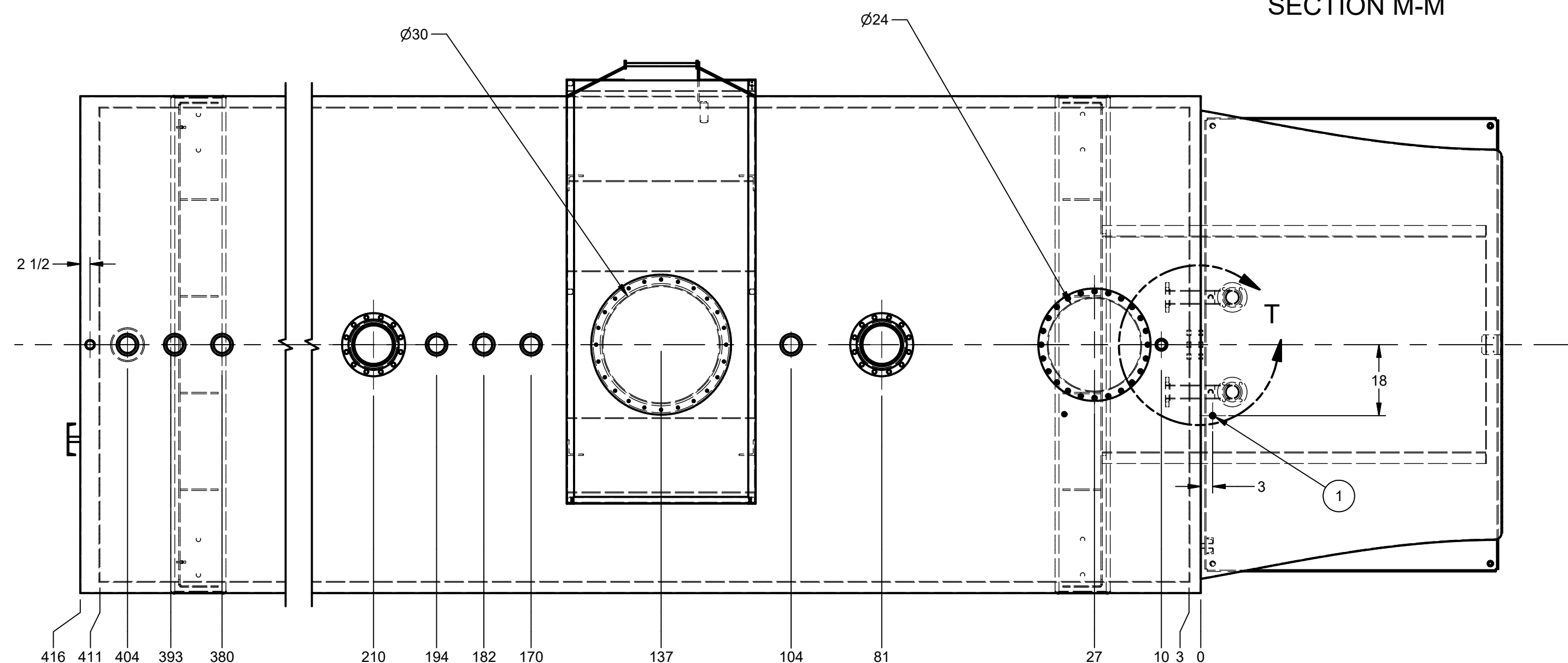
1. TO BE PAINTED: AST WHITE, PPG CODE, FDGH 91331.
2. TANK SHALL BE RATED AS UL-2085.
3. INNER TANK MADE OF EPOXY COATED CARBON STEEL.
4. TANK SHALL HAVE TWO LIFTING LUGS.
5. TANK TO BE GROUNDED AS PER NEC 70.
6. FINAL CONSTRUCTION OF TANK MAY SLIGHTLY DIFFER.
7. SIDE MOUNT ACCESS LADDER PAINTED YELLOW
8. ALL PIPING AND WELDING SHALL BE IN ACCORDANCE WITH ASME B31.3 PIPING AND REFINERY CODE.
9. STRIKER PLATE TO BE MADE OF STAINLESS STEEL AND EPOXY COATED.



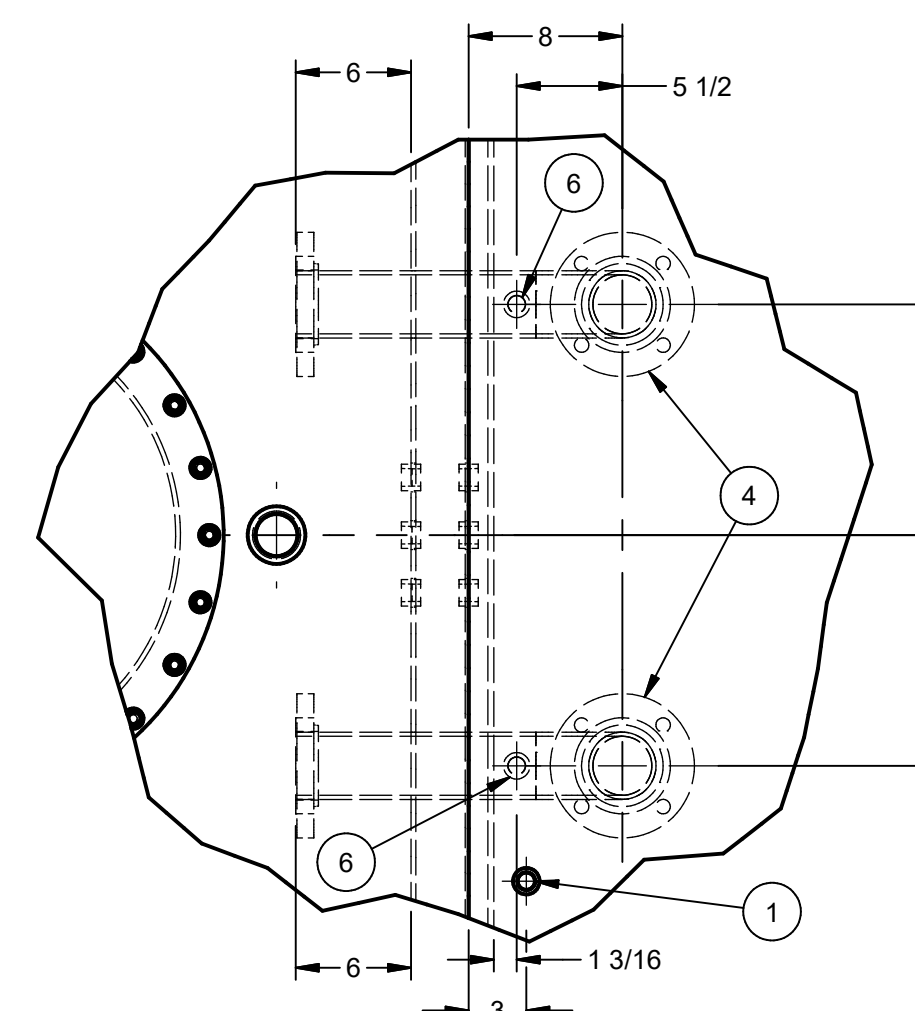
## SECTION H-H



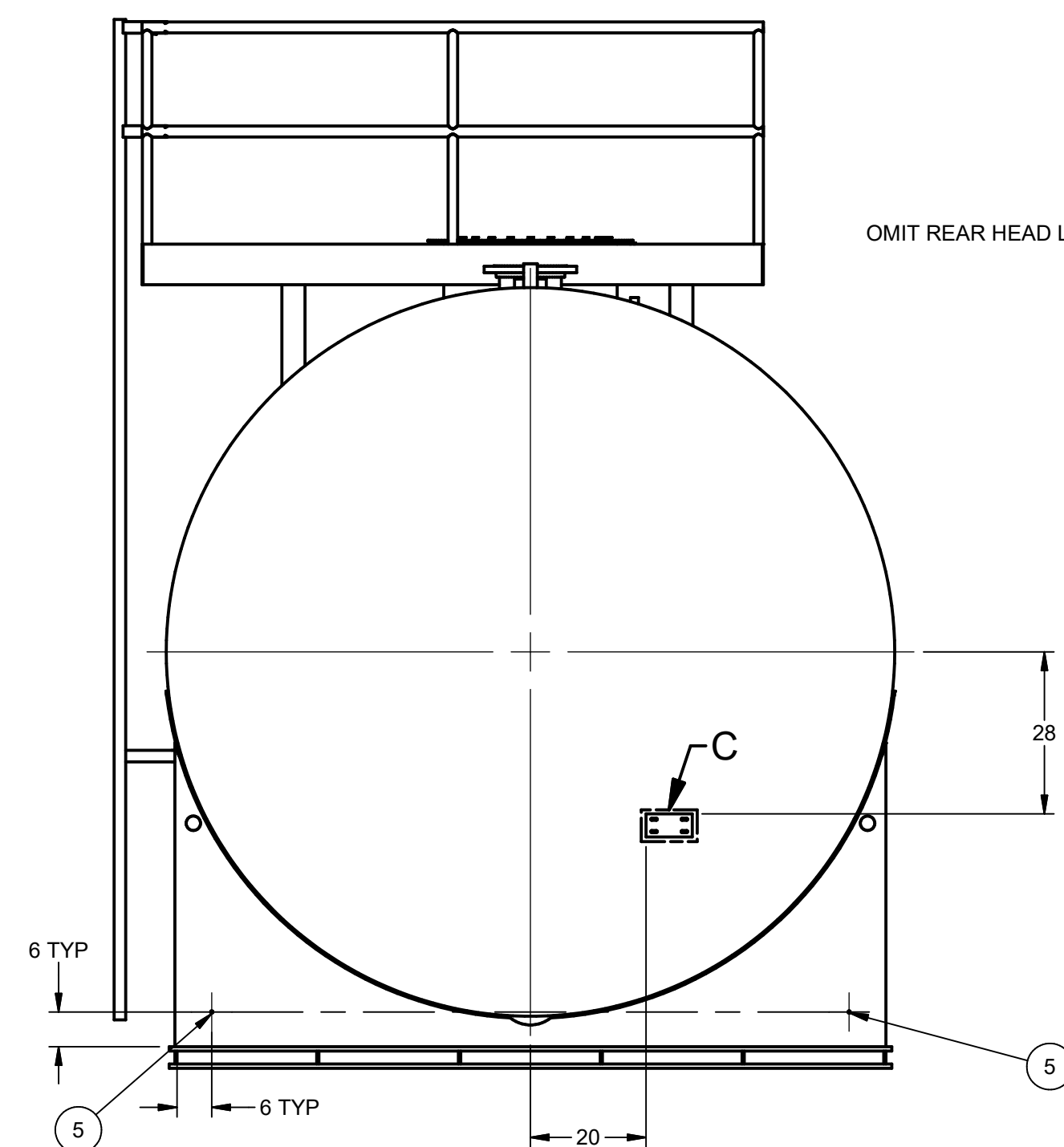
SECTION G-G



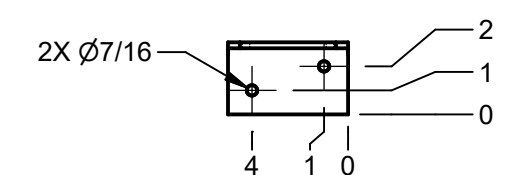
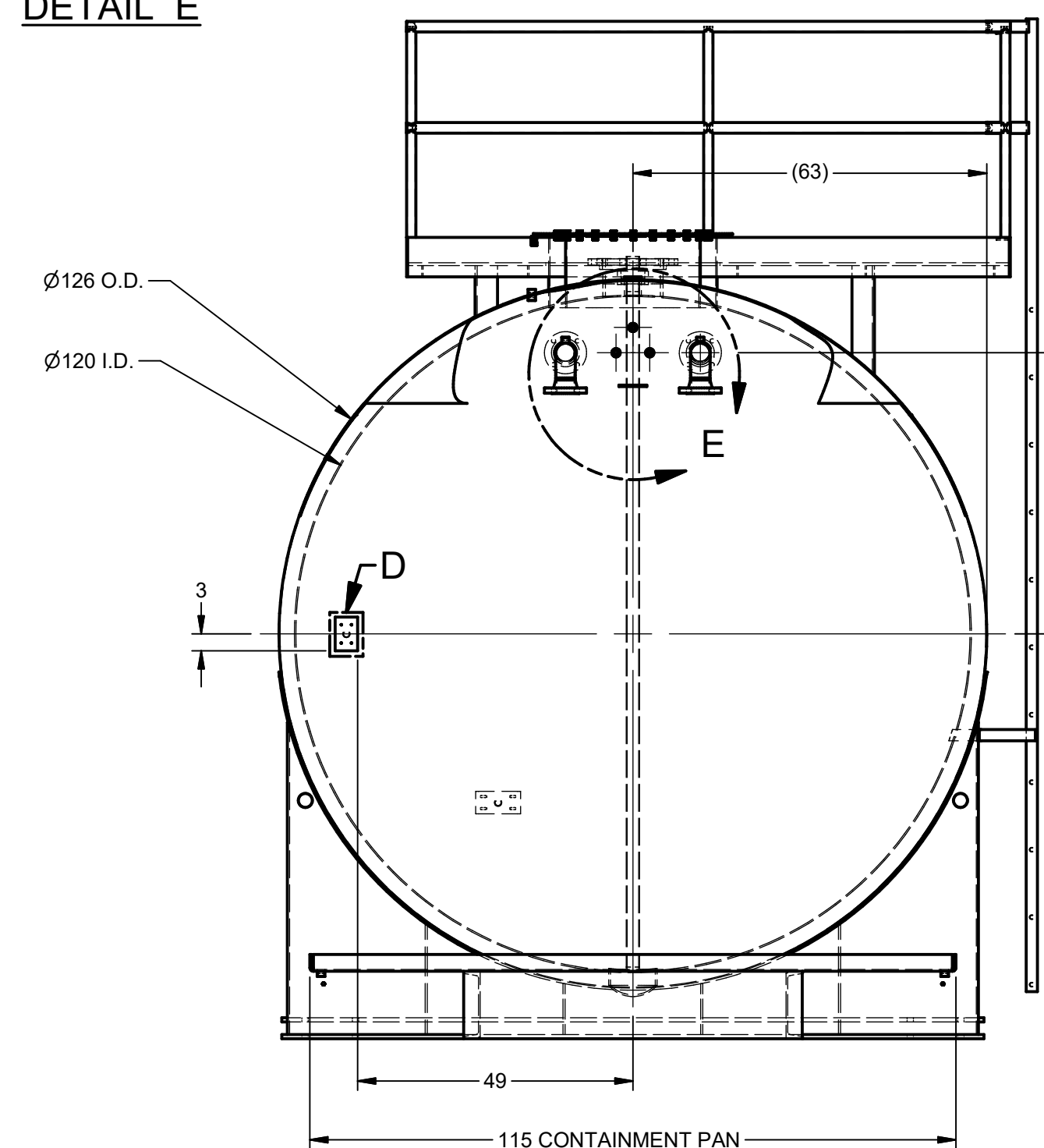
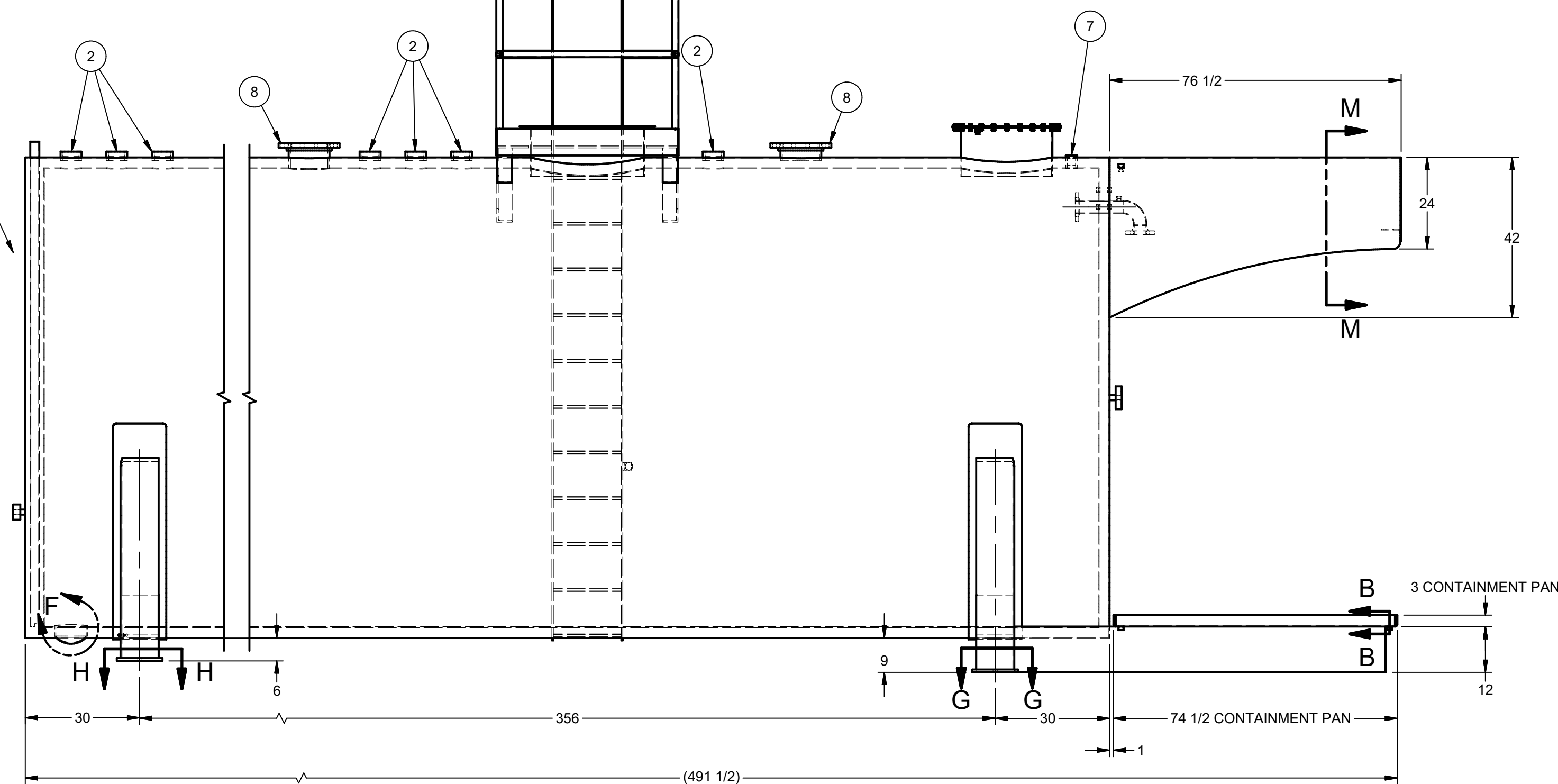
### DETAIL E



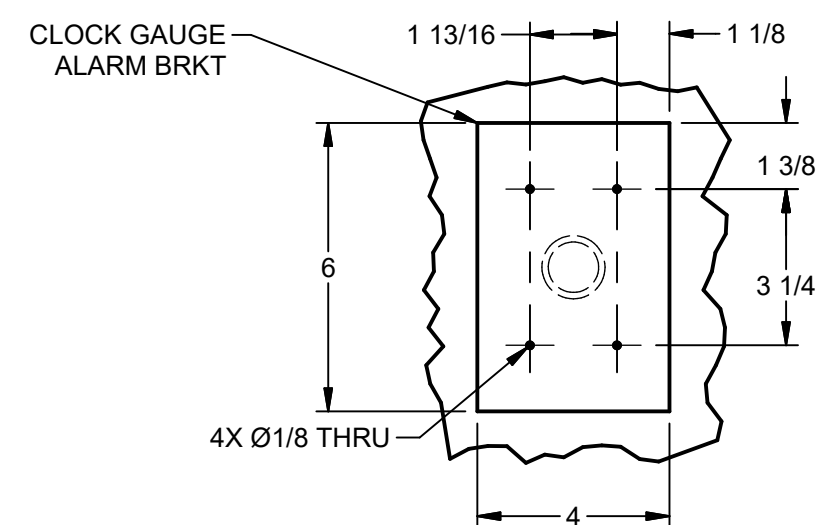
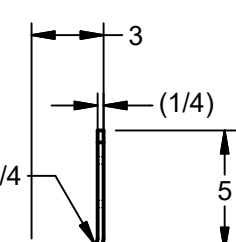
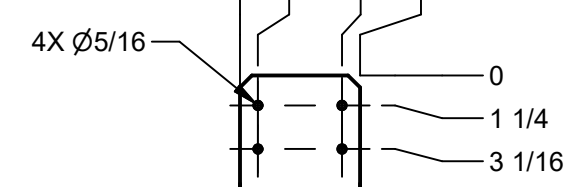
DETAIL T  
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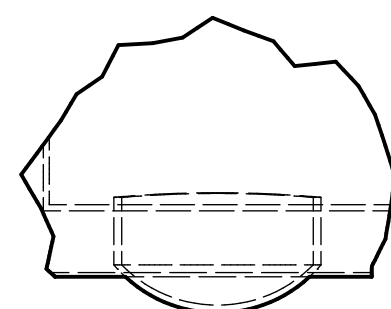
OMIT REAR HEAD LADDER



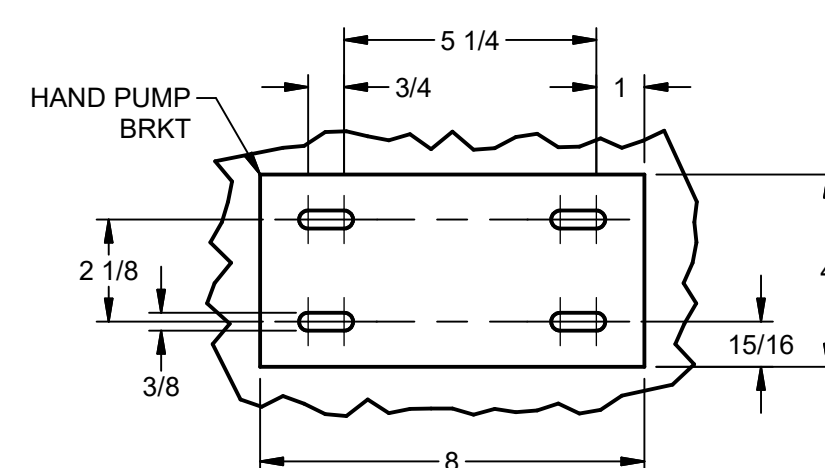
ITEM 9  
ELD LIGHT BRACKET



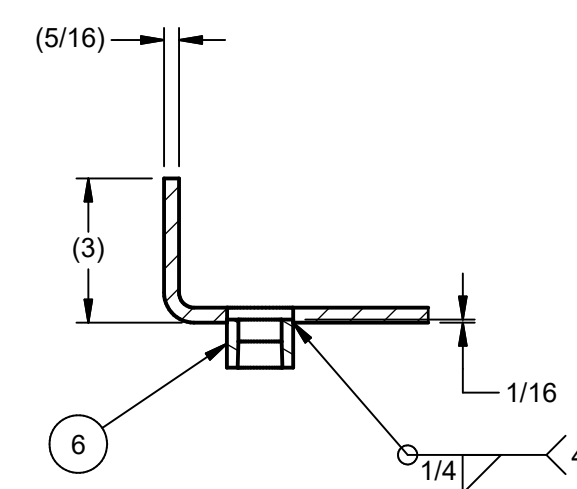
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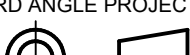
DETAIL F



DETAIL C

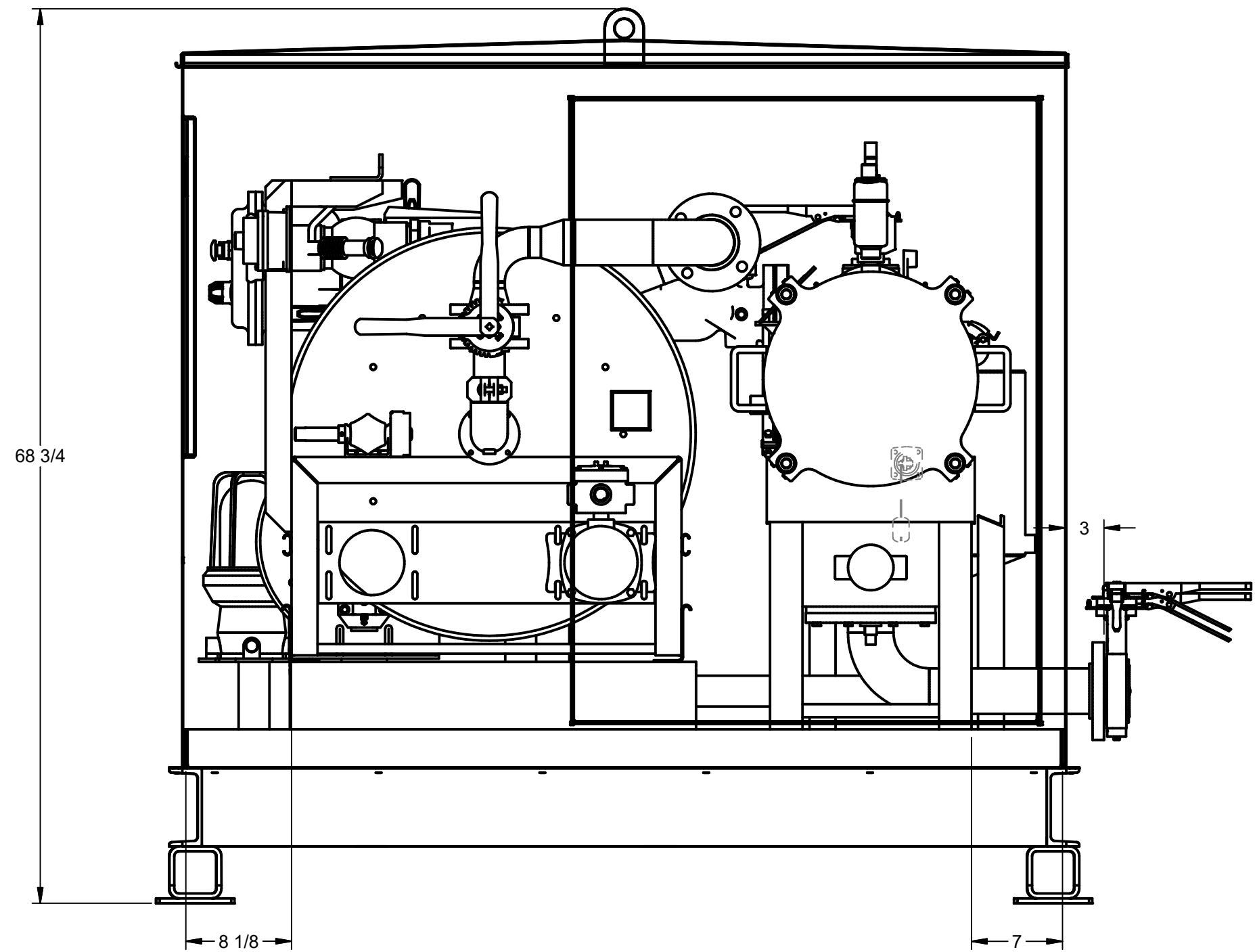
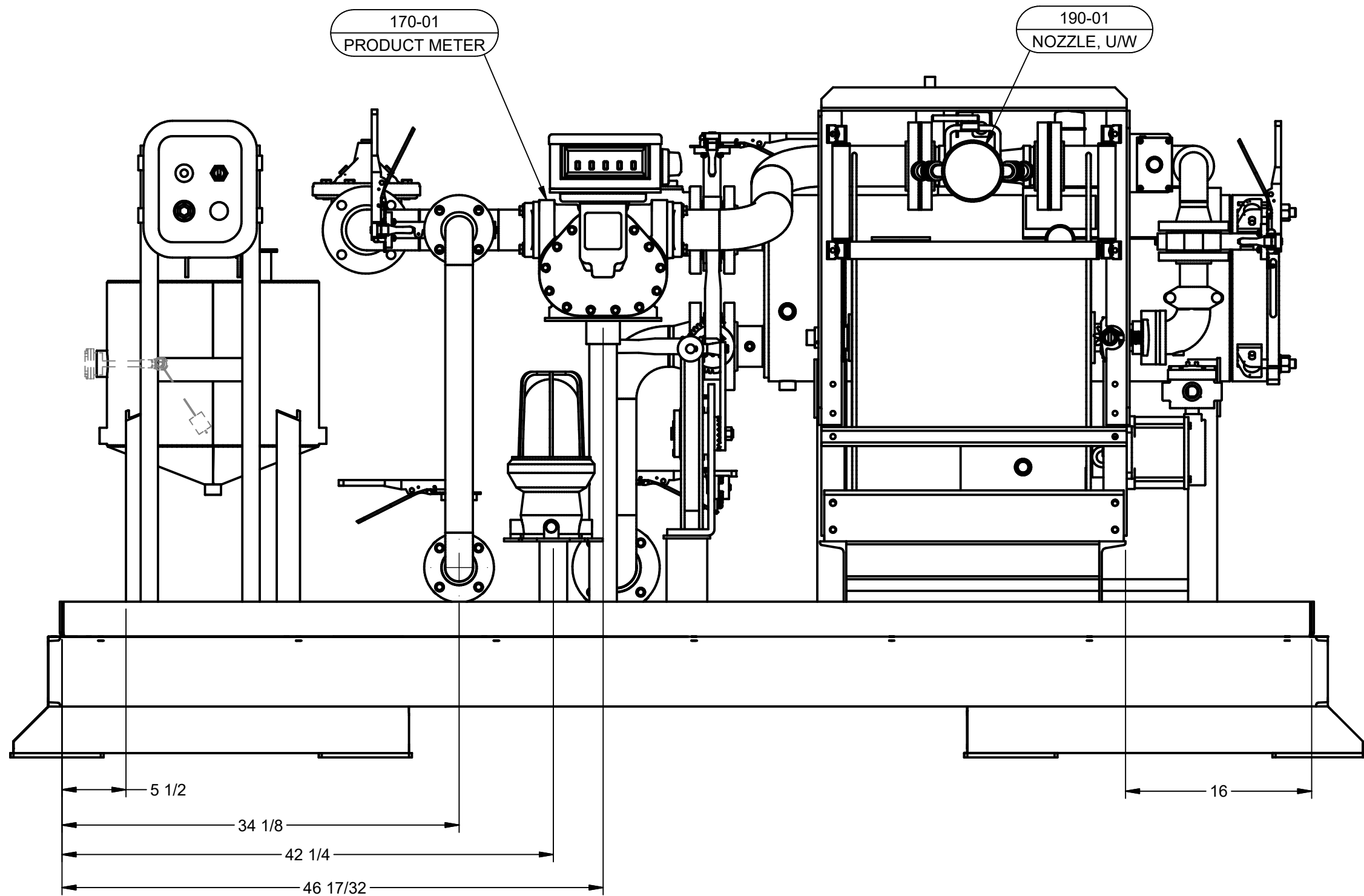
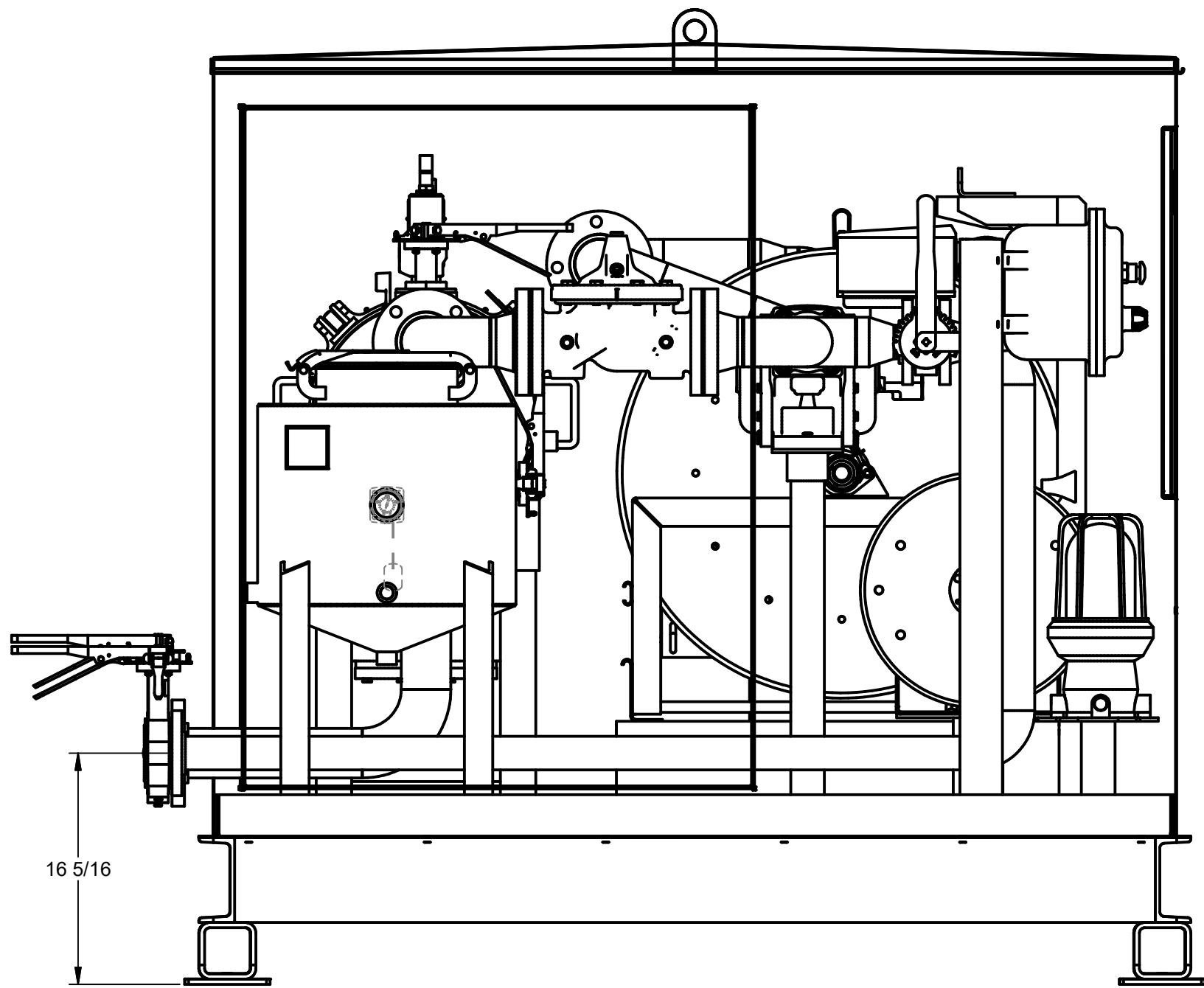
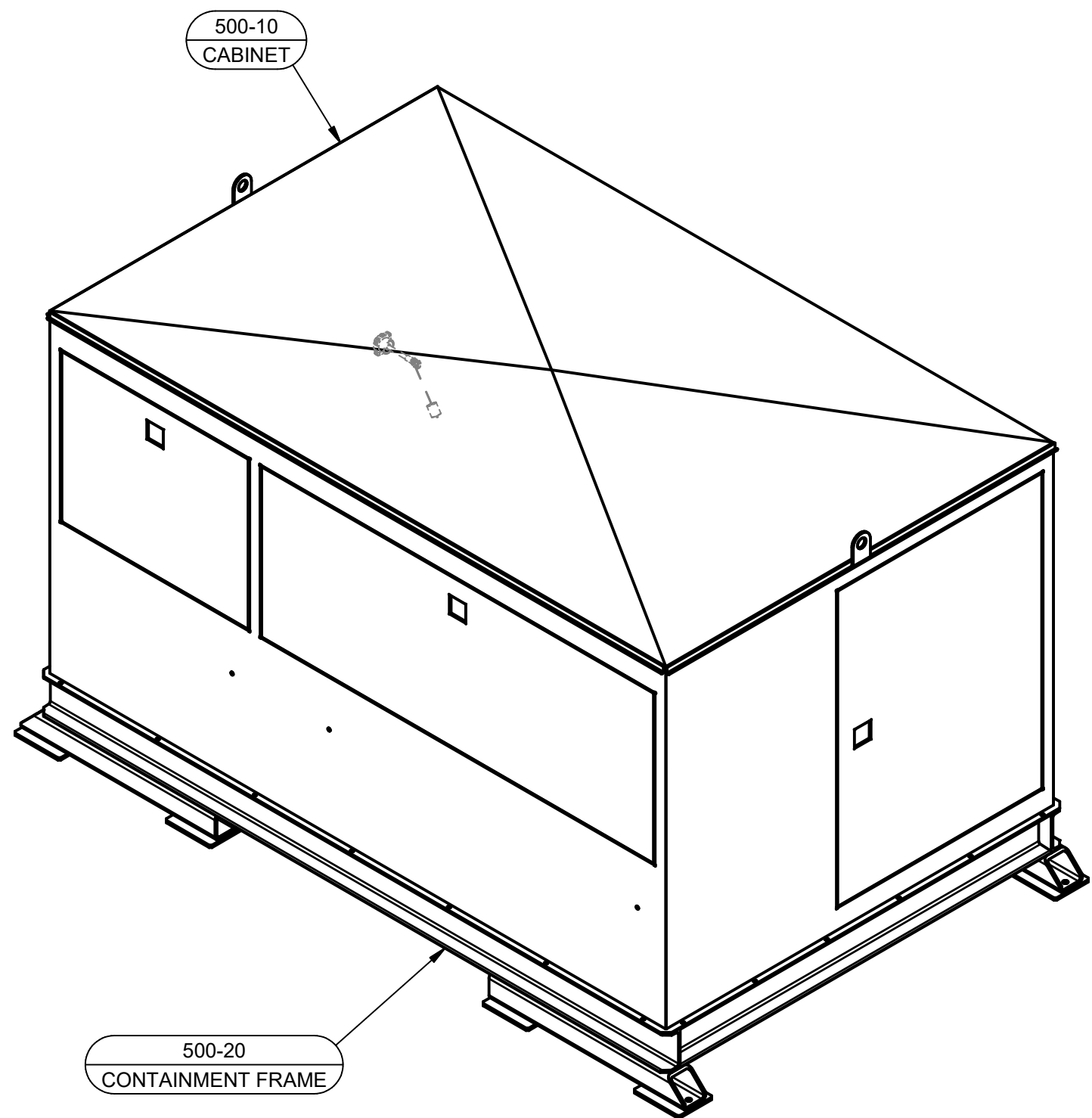
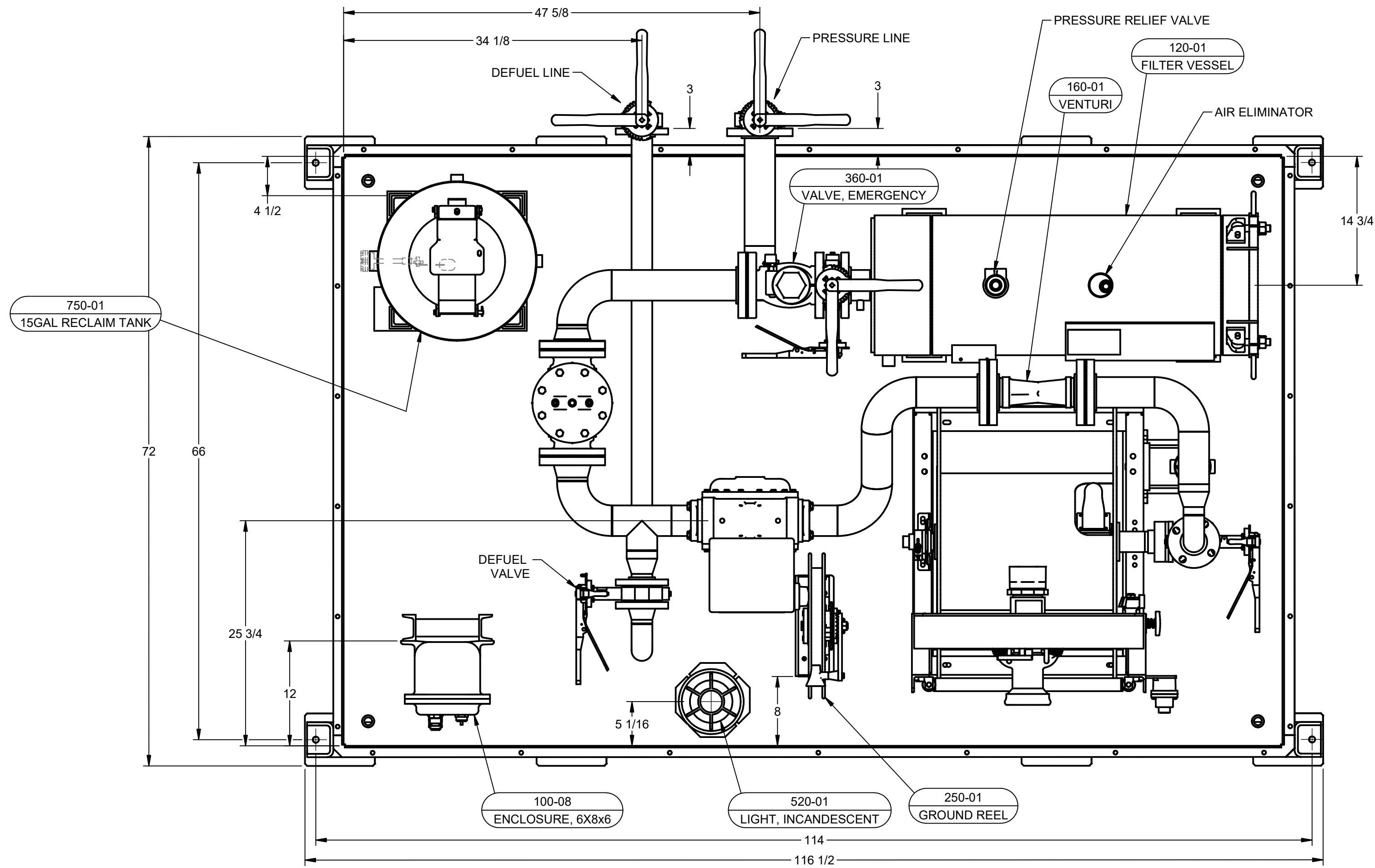



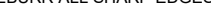
SECTION B-B

9	2	1	LT AST RAINSLD 5.00x3.00x.25 CS	1	Steel, Mil		
8	2	2	Pipe Flanges - Flange Slip - On Welding - Class 150.Inch	1	Steel304		
7	1	1	Threaded Coupling - Class 3000	1	304		
6	12	2	HALF COUPLING, 3/4" NPT, #150		304		
5	2	2	GROUNDING LUG		BRASS		
4	2	2	FLANGE, 3", 150LB. RF. WELD NECK		304		
3	2	2	FLANGE, 3", 150LB. RF. SLIP-ON		304		
2	7	2	COUPLING, 4" NPT, #150		304		
1	1	1	COUPLING, 3/4" NPT X 2" LG, #150		304		
ITEM	PART NO	QTY	DESCRIPTION	CUT LENGTH	MATL		
SUBJECT							
AST TANK			71625				
UNLESS OTHERWISE SPECIFIED TOLERANCES ALLOWED			APPROVALS	DATE	<div> Aviation Refueling Equipment 539 S. 10th Street, Kansas City, KS 66105 <a href="http://www.garsite.com">www.garsite.com</a></div>		
FRAC ± 1/16	DECIMAL ± .010	ANGLE ± 1°	DRAWN	BC		4/10/2023	
DEBURR ALL SHARP EDGES							
THIRD ANGLE PROJECTION			ENGR	BC	4/10/2023		
			CHECKED	BC	4/10/2023		
			TNK-20M-FG-120-J-TH-P-LP-SL-EP-30				
			SHEET	1 OF 1	SCALE	DRAWING NUMBER	REV
						TNK0000760	



REV	DATE	DESCRIPTION	ECO	BY



MATERIAL		PART No. 1027219		THIS DOCUMENT AND INFORMATION HEREIN IS THE SOLE PROPERTY OF GARSITE PROGRESS LLC AND MUST NOT BE LOANED, COPIED OR REPRODUCED IN ANY MANNER. THIS INFORMATION CAN BE USED SOLELY WITH WORK BEING PERFORMED FOR OR AUTHORIZED BY GARSITE PROGRESS LLC AND MUST BE RETURNED IMMEDIATELY UPON REQUEST.		<div> Attention Reducing Equipment 539 S. 10th Street, Kansas City, KS 66105 <a href="http://www.garsite.com">www.garsite.com</a></div>	
UNLESS OTHERWISE SPECIFIED TOLERANCES ALLOWED		APPROVALS		DATE			
FRAC ± 1/16	DECIMAL ± 0.00	ANGLE ± 1°		DRAWN BC		3/21/2023	
DEBURR ALL SHARP EDGES		ENGR BC		3/31/2023		SKD-IUS-J-200-FH	
THIRD ANGLE PROJECTION 		CHECKED BC		3/31/2023		SHEET 1 OF 1 SCALE 1 : 1	
						DRAWING NUMBER 1027219	
						REV	