

## **AIRCRAFT DEICING/ANTI-ICING MATERIAL STORAGE AND USE AGREEMENT**

This Aircraft Deicing/Anti-Icing Material Storage and Use Agreement (“Deicing Agreement”) is made and entered into by the Oklahoma City Airport Trust (“Trust”) and American Airlines, Inc. (“Signatory Airline”).

### **WITNESSETH:**

**WHEREAS**, the Trust leases, operates, and maintains the OKC Will Rogers International Airport (“OKC Airport”) located in Oklahoma County, and Cleveland County, Oklahoma, for the sole benefit of The City of Oklahoma City (“City”); and

**WHEREAS**, Signatory Airline and the Trust have entered into a Passenger Airline Use and Operations Agreement for Signatory Airlines with an effective date of July 1, 2024, and as the same may be supplemented and amended from time to time (“Signatory Agreement”) for Signatory Airline to operate as a commercial passenger airline carrier at the Airport; and

**WHEREAS**, Signatory Airline and the Trust previously entered into a Deicing Tank Storage Agreement dated November 21, 2019 (“Original Agreement”) for Signatory Airline’s use of certain designated space at the Airport to place its above-ground storage tanks for the storage of its deicing and/or anti-icing materials and said Original Agreement was placed into holdover status while the parties negotiated a new Signatory Agreement; and

**WHEREAS**, the parties desire to terminate the Original Agreement upon the Effective Date of this Deicing Agreement; and

**WHEREAS**, the Signatory Airline desires to continue to use the designated space on the Airport for the same purpose in order to store deicing and anti-icing materials for application to its Aircraft and for the Aircraft of its Affiliating Companies (as defined in the Signatory Agreement); and

**WHEREAS**, for purposes of this Deicing Agreement and whenever there is a reference to deicing, it is understood by the parties that deicing shall also include anti-icing activities and related materials unless otherwise indicated herein; and

**WHEREAS**, unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the Signatory Agreement; and

**WHEREAS**, the parties agree that for purposes of this Deicing Agreement, the Premises, as defined in the Signatory Agreement, shall include the Deicing Premises as described and defined in this Deicing Agreement; and

**WHEREAS**, the undersigned for each party represents to the other and each party may rely that the undersigned has full power and authority to enter into this Deicing Agreement in respect thereof; and

**WHEREAS**, the parties have agreed to the terms and conditions of this Deicing Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and Deicing Agreements herein contained, Trust and Signatory Airline hereby covenant and agree as follows, to wit:

## **ARTICLE 1 – DEICING PREMISES**

The Trust hereby grants and provides to the Signatory Airline and the Signatory Airline hereby accepts from the Trust certain designated space as generally set forth and described on Exhibit A, consisting of approximately seven hundred eleven (711) square feet, for the placement of and storage of Signatory Airline's deicing tanks, and materials ("Deicing Premises"). Signatory Airline previously used the Deicing Premises for the storage of its deicing tanks and materials, and previously installed one (1) 10,000-gallon, and one (1) 4,000-gallon above-ground storage tank(s) on the Deicing Premises.

## **ARTICLE 2 – TERM**

The term of this Deicing Agreement shall commence on July 1, 2024 (which is the same date as the commencement of the Signatory Agreement), ("Effective Date"), and shall terminate on the same date as the Signatory Agreement unless sooner terminated as hereinafter set forth or by the termination of the Signatory Agreement between Trust and Signatory Airline ("Term"). Unless otherwise provided herein, this Deicing Agreement shall not create any right, privilege, or option to extend this Deicing Agreement beyond the Signatory Agreement. This Deicing Agreement shall have no legal effect until the Effective Date.

The Original Agreement shall terminate upon the commencement of this Deicing Agreement subject to the provisions of Article 12 of the Signatory Agreement that expressly survive termination or expiration of the Original Agreement.

## **ARTICLE 3 – FEES**

Upon commencement of the term hereof, Signatory Airline shall pay to Trust for the use of the Deicing Premises granted hereunder, an annual use fee in the amount of \$2,400 (comprised of \$1,200 for each approved pad site). The annual fee for the first year shall be payable upon commencement of the term hereof. The annual fee for each subsequent contract year (which shall be the period beginning on July 1 and ending on June 30 of each year during the Term) of the Term shall be due and payable on July 1 of each year for the remainder of the Term. Fees for any partial contract year shall be pro-rated based on the number of days that the Signatory Airline uses the Deicing Premises during the applicable agreement year.

## **ARTICLE 4 – DELINQUENT RENTALS**

It is hereby agreed by and between Trust and Signatory Airline that should Signatory Airline fail, for any reason whatsoever, to make timely remittance of the annual fee by (the last calendar day of the month in which the annual fee is due under Article 3), (July 1 of each year), then and in that event, the rental payment shall be immediately delinquent, and subject to the assessment of the Delinquency Fee in Article 6 of the Signatory Agreement.

## **ARTICLE 5 – OBJECTS AND PURPOSES**

The Signatory Airline shall have the right and privilege of the use and occupancy of the Deicing Premises for the purpose of Signatory Airline's installation and operations of its above-ground deicing storage tank(s) to store deicing materials in connection with Signatory Airline's and Signatory Airline's Affiliated Companies' Air Transportation Business at the Airport. Any permissions granted to engage in the deicing of Aircraft on the Airport are provided in the Signatory Agreement and the Signatory Agreement is incorporated by reference hereto as if written herein. As consideration for this right and privilege, Signatory Airline is hereby

obligated to maintain and operate the Deicing Premises (and deicing storage areas) and to conduct its deicing activities according to the terms and conditions set forth herein and all applicable provisions of this Deicing Agreement and the Signatory Agreement.

## **ARTICLE 6 – OBLIGATIONS OF SIGNATORY AIRLINE**

The following obligations shall apply to the Signatory Airline:

- A. Signatory Airline, its Third-Party Vendor, contractor, or an FBO, with Signatory Airline's permission, shall be permitted to access the Deicing Premises and Signatory Airline's above-ground storage tanks to fill or remove deicing materials. Anyone adding or removing deicing materials from the tank shall be trained by Signatory Airline or Signatory Airline's Third-Party Vendor in the operations of the above-ground storage tank(s) and equipment, use of secondary containment, spill prevention measures, spill response, and best management practices for the use and storage of deicing materials.
- B. Signatory Airline shall maintain books and records of the amount and type of deicing material stored, used, and dispensed on the Deicing Premises and reported as agreed to by the parties in the Signatory Agreement.
- C. Signatory Airline shall only install and use permanently affixed above-ground double-walled storage tank(s) unless the Director authorizes another storage method. In the event the Signatory Airline is authorized in writing by the Director to store deicing materials in something other than in an above-ground storage tank such as in totes or other similar containers, all totes or non-permanent storage containers shall meet manufacturer's specifications and be protected from weather elements and collision with vehicles and equipment. Empty storage containers may be stored temporarily outdoors off the ramp area. Empty storage containers shall be removed from the Airport within 30 days of becoming empty.
- D. All storage containers and mobile deicing equipment shall have good, effective, and adequate secondary containment. Stationary secondary containment is not required when containers or totes are actively in use or transport.
- E. Hand-held deicing equipment shall only be stored indoors or under cover when not in use.
- F. The storage area shall have adequate lighting. Obstruction lighting shall be installed by Signatory Airline if so required by FAA regulations.
- G. Signatory Airline shall ensure delivery tankers or trucks do not block or impede other vehicular or aeronautical traffic.
- H. Signatory Airline and its Third-Party Vendor shall develop and implement an effective inspection and preventative maintenance program to minimize leakage of or spillage from any deicing materials storage containers and deicing equipment. Signatory Airline or its Third-Party Vendor shall inspect all deicing equipment and the Deicing Premises at least weekly during deicing season (October to March) and at least monthly outside of deicing season for leaks or spills, and all equipment is in good working order. The Trust reserves the right, but has no obligation, to periodically inspect the Deicing Premises, any deicing storage containers, mobile equipment, and other deicing equipment for leaks and spills.

- I. Signatory Airline or its Third-Party Vendor may use mobile deicing trucks at the Airport. Any deicing trucks shall be stored in an appropriate storage area and shall be stored outside of the Aircraft movement areas when not in use for active deicing operations. Any mobile equipment shall have dripless fittings and automatic filling shutoff valves to aid in reducing leaks and spills from overfilling.
- J. All deicing materials, storage containers, and deicing equipment shall be properly labeled with the material name and the name of the Signatory Airline that owns the materials and equipment. All materials and equipment shall be used according to manufacturer instructions.
- K. Spills of deicing materials caused by Signatory Airline or its Third-Party Vendor shall not be washed into stormwater drains, onto the ground, or into waterways.
- L. Deicing materials should not be wasted, and care shall be taken to ensure that the amount of the deicing materials applied is appropriate to the need. For safety reasons, the actual quantity of deicing materials applied is at the discretion of the applicator.
- M. Signatory Airline or its Third-Party Vendor shall have adequate protection measures available to contain spills and prevent any spilled material from entering stormwater drains and waters of the State.
- N. Signatory Airline or its Third-Party Vendor shall maintain adequate supplies of spill response equipment and materials. Signatory Airline and its Third-Party Vendor are responsible for the clean-up of its spills caused by Signatory Airline or its Third-Party Vendor.
- O. All deicing equipment used by Signatory Airline or its Third-Party Vendor shall be in good working condition. Any equipment not in working condition shall be repaired immediately or removed and replaced.
- P. Signatory Airline shall require in writing that any Third-Party Vendor or contractors providing deicing services to Signatory Airline or its Affiliating Companies be bound to this Agreement.
- Q. As identified in Article 4 of the Signatory Agreement, all deicing of Aircraft shall be performed consistent with the Trust's Aircraft Deicing/Anti-Icing Policy for the Airport, effective December 1, 2023, as the same may be subsequently amended and replaced.
- R. Signatory Airline acknowledges that nothing in the Agreement shall be interpreted to prohibit the Trust from updating and changing requirements, locations, means, methods, or modes of storage.
- S. Signatory Airline shall observe and comply with any applicable federal, state, or local codes, laws, or regulations affecting the installation, operation, or removal of said above-ground storage tanks. The installation of any new permanently installed equipment or above-ground storage tank is subject to Article 11 of the Signatory Agreement. Signatory Airline shall ensure that only licensed tradesmen (where required) are permitted to construct, maintain, repair, install, and/or remove any equipment.

## **ARTICLE 7 – CHANGE OF SITE**

The Trust may expand the Terminal or the Airport's facilities during the term hereof, which may include the Deicing Premises. In the event Trust's requirements for modification, improvements, expansion or other use of the Airport premises necessitates the relocation of all or any portion of Signatory Airline's Deicing Premises including any storage tank(s), Trust reserves the right to request Signatory Airline to relocate all or a portion of said above-ground deicing storage area to an area similar to that utilized by other airlines for above-ground deicing storage areas at the Airport subject to written amendment of this Deicing Agreement. If the Trust requests such a relocation during the Term of this Deicing Agreement, then the Trust shall, upon submittal of proof of payment to the Trust, reimburse Signatory Airline for its reasonable relocation expenses that are actually incurred. Trust will not require such relocation from the first of October through the end of March. Prior to such relocation, Signatory Airline agrees to perform all necessary clean-up and remediation of any hazardous materials or condition as and to the extent required under Article 8 herein.

## **ARTICLE 8 – HAZARDOUS MATERIAL AND COMPLIANCE WITH ENVIRONMENTAL LAW**

This Deicing Agreement is subject to the applicable terms and conditions of Article 12 of the Signatory Agreement during the Term of this Deicing Agreement as if Article 12 was written herein. For purposes of Article 12 of the Signatory Agreement, the term "Signatory Airline" shall include Signatory Airline's responsibilities for the deicing operations for its Affiliated Companies and those conducted by a Third-Party Vendor for Signatory Airline or Signatory Airline's Affiliated Companies under this Deicing Agreement.

## **ARTICLE 9 – ALTERATIONS AND REPAIRS**

This Deicing Agreement is subject to the applicable terms and conditions of Article 11 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 10 – INGRESS AND EGRESS**

This Deicing Agreement is subject to the applicable terms and conditions of Article 8 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 11 – TRUST'S RESERVED RIGHTS**

This Deicing Agreement is subject to the applicable terms and conditions of Article 13 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 12 – NONINTERFERENCE WITH OPERATION OF AIRPORT**

This Deicing Agreement is subject to the applicable terms and conditions of Article 14 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 13 – PERSONS AND PROPERTY ON DEICING PREMISES AT RISK OF SIGNATORY AIRLINE**

This Deicing Agreement is subject to the applicable terms and conditions of Article 16 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 14 – REMOVAL OF PERSONAL PROPERTY**

This Deicing Agreement is subject to the applicable terms and conditions of Article 23 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein. Signatory Airline shall remove any of its above-ground deicing storage tanks, deicing/anti-icing materials, concrete pads, and any other equipment at the termination or expiration of this Deicing Agreement and Signatory Airline shall perform all cleanup and remediation of any hazardous materials or conditions to the extent required under Article 12 of the Signatory Agreement even though the same may be attached to the Deicing Premises.

## **ARTICLE 15 – TAXES**

This Deicing Agreement is subject to the applicable terms and conditions of Article 17 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 16 – MISCELLANEOUS COVENANTS**

This Deicing Agreement is subject to the applicable terms and conditions of Article 18 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 17 – INDEMNITY AND INSURANCE BY SIGNATORY AIRLINE**

This Deicing Agreement is subject to the same terms and conditions of Article 19 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein and said indemnity and insurance provisions shall extend to and provide coverage for the terms and conditions contained in this Deicing Agreement.

## **ARTICLE 18 – TERMINATION**

Either Trust or Signatory Airline may terminate this Deicing Agreement at any time for any reason by giving the other party sixty (60) days prior written notice subject to any continuing obligations pursuant to Article 8 herein; provided, however Trust further agrees that it will exercise its right to termination only when there is an FBO or other means available to Signatory Airline to deice its Aircraft.

## **ARTICLE 19 – ASSIGNMENT AND SUBLETTING**

Signatory Airline shall not sublet the Deicing Premises at any time but it may assign this Deicing Agreement to another Signatory Airline: (i) with the prior written consent of Trust (which consent shall not be unreasonably withheld, conditioned, or delayed), and (ii) only for a similar use of the Deicing Premises as an above-ground deicing storage area.

## **ARTICLE 20 – CIVIL RIGHTS AND TITLE VI ASSURANCES**

This Deicing Agreement is subject to the same terms and conditions of Articles 25, 26, and 27 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 21 – EMPLOYEE BADGING AND BACKGROUND CHECKS**

This Deicing Agreement is subject to the applicable terms and conditions of Article 28 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 22 – CIVIL PENALTIES**

This Deicing Agreement is subject to the applicable terms and conditions of Article 29 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 23 – PENALTIES, FINES, FEES, AND APPEAL PROCEDURES**

This Deicing Agreement is subject to the applicable terms and conditions of Article 32 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

## **ARTICLE 24 - GENERAL CONDITIONS**

This Deicing Agreement is subject to the same terms and conditions as Article 36 of the Signatory Agreement during the Term of this Deicing Agreement as if written herein.

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

AMERICAN AIRLINES, INC.

Reshma Soni

Signature

Reshma Soni / Managing Director -  
Printed Name/Title Airport Affairs & Properties



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

**ATTEST:**

Amy K. Simpson  
Trust Secretary



**OKLAHOMA CITY AIRPORT TRUST**

Amy Salmon  
Chairman

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this  
11TH day of MARCH, 2025.

**ATTEST:**

Amy K. Simpson  
City Clerk



**THE CITY OF OKLAHOMA CITY**

David Holt  
Mayor

**REVIEWED** for form and legality.

Jami Blocker  
Assistant Municipal Counselor /  
Attorney for the Trust

**EXHIBIT A – DEICING PREMISES**

