

SUPPLEMENT NO. 4 TO HANGAR/OFFICE LEASE AGREEMENT

This Supplement No. 4 to Hangar/Office Lease Agreement (“Supplement No. 4”), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Lessor”), and HL Aircraft LLC (“Lessee”),

WITNESSETH:

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

WHEREAS, the Lessor entered into a Hangar/Office Lease Agreement with the Lessee, dated October 27, 2016, as amended (“Original Agreement”), to lease a portion of the Airport premises to construct a certain hangar/office facility and associated parking, self-fueling facility, ramp, and apron at Lessee’s own cost and expense; and

WHEREAS, the Original Agreement requires the Lessee to only store and fuel Authorized Aircraft (as defined in the Original Agreement) from the Leased Premises; and

WHEREAS, in accordance with the terms of the Original Agreement, the Lessee has provided the required and acceptable documentation necessary to add one (1) aircraft; and

WHEREAS, subject to the terms hereof, the Lessee desires to amend Revised Exhibit “F” of the Original Agreement to reflect changes in the Lessee’s Authorized Aircraft.

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, Lessor and Lessee agree as follows, to wit:

1. This Supplement No. 4 is effective December 19, 2024 (“Effective Date”).
2. Revised Exhibit “F” of the Original Agreement is hereby deleted and replaced in its entirety by this Supplement No. 4’s attached Revised Exhibit “F,” dated December 2024. This new exhibit reflects the addition of one (1) aircraft.
3. The parties agree that Articles 25A. General Civil Rights Provisions, 25B. Civil Rights – Title VI Assurance, and 25C. Title VI Clauses of the Original Agreement are hereby deleted in their entirety and replaced with the following:

“ARTICLE 25A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee and the Lessor remains obligated to the Federal Aviation Administration.”

“ARTICLE 25B. CIVIL RIGHTS TITLE VI ASSURANCE

25B.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees as follows:

A. Compliance with Regulations

The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination

The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee’s obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Lessee will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Lessee’s noncompliance with the nondiscrimination provisions of

this Agreement, the Lessor will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Lessee under the Agreement until the Lessee complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions

The Lessee will include the provisions of [Paragraph 25B.01, subparagraphs] A through F, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

25B.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C § 12101, *et seq*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq*).”

**“ARTICLE 25C. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM”**

25C.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [as a covenant running with the land] that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

25C.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.


The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [as a covenant running with the land] that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.”

4. It is understood and agreed by the parties that, except as amended by this Supplement No. 4, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent that they are not in conflict with any provision contained in this Supplement No. 4, and the recitals and provisions of this Supplement No. 4 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the “Agreement.”

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IN WITNESS WHEREOF the parties have set their hands hereto for this Supplement No. 4 to be effective as of the Effective Date stated above.

HL AIRCRAFT LLC



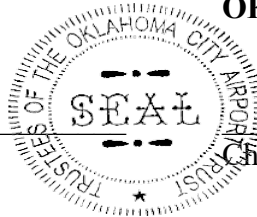
Jon Cargill, Manager

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APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 19TH day of
DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

[Signature]
Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this
31ST day of DECEMBER, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

REVIEWED for form and legality.

Hailey Rawdon

Assistant Municipal Counselor/
Attorney for the Trust

**REVISED EXHIBIT “F”
AUTHORIZED AIRCRAFT
DECEMBER 2024**

<u>Aircraft Type</u>	<u>Aircraft Registration Number</u>	<u>Aircraft Tail Number</u>
Challenger 350	Serial # 20631	N2HL
Challenger 350	Serial # 20874	N872HL
Learjet 75	Serial # 556	N72HL
Learjet 75	Serial # 558	N272HL
Learjet 75	Serial # 597	N372HL
Learjet 75	Serial # 593	N472HL
Challenger 3500	Serial # 21033	N1972H



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/13/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED HL Aircraft LLC 7707 SW 44th Street Oklahoma City OK 73179 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: The Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570109766030 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	X	COMMERCIAL GENERAL LIABILITY			XSLG48925157 General Liability SIR applies per policy terms & conditions	12/31/2024	12/31/2025	LIMITS	
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$2,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	Excluded
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$4,000,000
								PRODUCTS - COMP/OP AGG	\$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							
	X	POLICY							
		PROJECT							
		LOC							
		OTHER:							
A		AUTOMOBILE LIABILITY			ISA H11349158 Automobile Liability	12/31/2024	12/31/2025	LIMITS	
	X	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
		OWNED AUTOS ONLY						BODILY INJURY (Per person)	
		HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
		SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
		NON-OWNED AUTOS ONLY							
C	X	UMBRELLA LIAB			6011716976	12/31/2024	12/31/2025	LIMITS	
		EXCESS LIAB						EACH OCCURRENCE	\$10,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$10,000						AGGREGATE	\$10,000,000
		CLAIMS-MADE							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC7260507A Workers Comp (AOS) SCFC72605111 Workers Compensation (WI)	12/31/2024	12/31/2025	LIMITS	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)						X PER STATUTE	
		If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER	
A						12/31/2024	12/31/2025	E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Access Permit. The Oklahoma City Airport Trust and The City of Oklahoma City are included as Additional Insured where an insurable interest exists in accordance with the policy provisions of the General Liability and Umbrella Liability policies. General Liability coverage extends to Contractual Liability obligations.

CERTIFICATE HOLDER Oklahoma City Airport Trust Will Rogers World Airport 7100 Terminal Drive, Unit 937 Oklahoma City OK 73159 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
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Holder Identifier :

570109766030

Certificate No :





Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED HL Aircraft LLC	
POLICY NUMBER See Certificate Number: 570109766030			
CARRIER See Certificate Number: 570109766030	NAIC CODE		
		EFFECTIVE DATE:	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

Date: December 02, 2024

This is to certify to:

The City of Oklahoma City and The Oklahoma
City Airport Trust
7100 Terminal Drive
Unit 937
Oklahoma City, OK 73159-0937

That the following policy has been issued to:

HOBBY LOBBY STORES, INC., HL AIRCRAFT, LLC, AIR CARGO
AVIATION MANAGEMENT LLC
7707 SW 44
OKLAHOMA, OK 73179

Policy No. 60000028 issued by one or more member companies of Global Aerospace Pool through Global Aerospace, Inc.

Policy Period: from October 01, 2024 to October 01, 2026 Policy Territory: Worldwide

AIRCRAFT LIABILITY

Single Limit Bodily Injury and Property Damage Including Passengers
(All expressed limits are "Each Occurrence" unless otherwise indicated)

<u>Registration Number</u>	<u>Year, Make & Model</u>	<u>Liability Limit</u>	<u>Third Party War Liability</u>
N272HL	2017 LEARJET 75	\$500,000,000	\$300,000,000 Each Occurrence
N2HL	2016 BOMBARDIER CHALLENGER 350	\$500,000,000	\$300,000,000 Each Occurrence
N372HL	2021 LEARJET 75	\$500,000,000	\$300,000,000 Each Occurrence
N472HL	2020 LEARJET 75	\$500,000,000	\$300,000,000 Each Occurrence
N72HL	2017 LEARJET 75	\$500,000,000	\$300,000,000 Each Occurrence
N872HL	2021 CANADAIK CHALLENGER 350	\$500,000,000	\$300,000,000 Each Occurrence
N1972H	2024 BOMBARDIER CHALLENGER 3500	\$500,000,000	\$300,000,000 Each Occurrence

AIRCRAFT PHYSICAL DAMAGE

<u>Registration Number</u>	<u>Year, Make & Model</u>	<u>Insured Value</u>	<u>Risk Basis</u>	<u>In Motion Deductible</u>	<u>Not in Motion Deductible</u>
N272HL	2017 LEARJET 75	\$8,000,000	All Risk	NIL	NIL
N2HL	2016 BOMBARDIER CHALLENGER 350	\$18,000,000	All Risk	NIL	NIL
N372HL	2021 LEARJET 75	\$9,500,000	All Risk	NIL	NIL
N472HL	2020 LEARJET 75	\$9,000,000	All Risk	NIL	NIL
N72HL	2017 LEARJET 75	\$8,000,000	All Risk	NIL	NIL
N872HL	2021 CANADAIK CHALLENGER 350	\$20,000,000	All Risk	NIL	NIL
N1972H	2024 BOMBARDIER CHALLENGER 3500	\$25,000,000	All Risk	NIL	NIL

Aviation Personal Injury Liability \$1,000,000 Annual Aggregate

Liability For Damage To Aircraft That Are Not Owned as respects aircraft other than temporary substitute or non-owned aircraft \$1,000,000 each occurrence

Liability for Damage To Aircraft Hangars and Contents \$1,000,000 each occurrence

Liability Arising Out Of Airport Premises \$1,000,000 each occurrence

Liability For Sale Of Aircraft, Aircraft Parts Or Services \$1,000,000 each occurrence

Liability Assumed By The Named Insured \$1,000,000 each occurrence

Medical Expenses as respects airport premises \$100,000 each person

As respects liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of aircraft described in this certificate, the definition of Insured has been amended to include the certificate addressee, but only with respect to his, her, or its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by the policy.

The insurance, as to the interest of the certificate addressee, shall be primary without right of contribution by any other valid and collectible insurance available to the certificate addressee.

The Company agrees to give 30 days notice (10 if cancelled for non-payment of premium) to the certificate addressee in the event the policy is cancelled by the Company.

The Company will also give like notice of any material change in the policy that is adverse to the interest of the certificate addressee.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

