



FUEL STORAGE AGREEMENT

between

THE OKLAHOMA CITY AIRPORT TRUST

and

44SH L.L.C.

Effective Date: April 1, 2025

Fuel Storage Agreement

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FUEL STORAGE AGREEMENT

This Fuel Storage Agreement (“Fuel Agreement”) is made and entered into by and between the Oklahoma City Airport Trust (“Trust”), a public trust, and 44SH L.L.C., an Oklahoma Limited Liability Company (“Operator”).

W I T N E S S E T H:

WHEREAS, the Trust leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City (“City”) known as OKC Will Rogers International Airport (“Airport”), which is located in Oklahoma County, Oklahoma; and

WHEREAS, the Operator and Trust previously entered into a Lease Agreement (“Original Lease”) and a Fuel Storage Facilities Agreement both dated January 28, 2004 (“Original Fuel Agreement”) whereby Operator was given the right to construct a corporate hangar facility and a fuel storage facility on its leased premises at Operator’s own cost and expense; and

WHEREAS, subsequent to completion of the construction the fuel storage facility, it was conveyed to the Trust for the Trust to own and manage for the Operator’s use; and

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

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

WHEREAS, instead of entering into a new lease for the option periods, the parties have agreed to terminate the Original Lease and Original Fuel Agreement and to enter into a new Lease Agreement (“Lease Agreement”) and this new Fuel Agreement, both with an Effective Date of April 1, 2025; and

WHEREAS, the Trust is conveying by separate Resolution the Self-Fuel Storage Facility on the Leased Premises that Lessee originally built under the Original Lease back to the Operator to own and operate with the Effective Date of this Agreement; and

WHEREAS, the parties have agreed that if certain terms are capitalized but not defined herein but are defined in the new Lease Agreement between the parties, then the definition and any applicable description or Exhibit of the new Agreement shall apply hereto and the parties agree that the singular use of a word includes the plural and vice versa; and

WHEREAS, Trust and Operator have mutually agreed to enter into this Fuel Agreement to provide for the storage of Aviation Fuel and the operations of the fuel storage facility on the Leased Premises for Operator’s Authorized Aircraft subject to the terms and conditions set forth in this Fuel Agreement and the new Lease Agreement.

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.01 Termination of the Original Fuel Agreement

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

1.02 Term of the Fuel Agreement

This Fuel Agreement shall commence on the Effective Date and shall run coterminous with the Lease Agreement between the parties, including the Primary Period and any Option Period, unless terminated in accordance with the termination provisions in Article 22 of the Lease Agreement. The parties have agreed that any termination provision of the Lease Agreement shall likewise apply to the Fuel Agreement except when otherwise specified herein.

ARTICLE 2. PURPOSE AND USE OF AIRPORT PREMISES

2.01 Purpose and Use

This Fuel Agreement grants the Operator the right and privilege to store and dispense Aviation Fuel from the Self-Fueling Facility located in Operator's Leased Premises to only Authorized Aircraft. Operator further understand and agree that all Aviation Fuel purchased by Operator shall be for the sole and exclusive use and benefit of Authorized Aircraft and shall not ever be given, sold, bartered, traded, or otherwise provided to others or the general public. All self-fueling activities, equipment, and Authorized Aircraft shall comply with the Trust's Aircraft Self-Fueling and Self-Servicing Policy, as the same may be amended from time to time.

2.02 Authorized Aircraft

Only Authorized Aircraft identified within the Lease Agreement's Exhibit C shall have fueling privileges from the Self-Fueling Facility under this Fuel Agreement. The Lease Agreement's Exhibit C list of Authorized Aircraft shall apply to this Fuel Agreement and may only be amended pursuant to Article 4 of the Lease Agreement.

2.03 Compliance with Lease Agreement

This Fuel Agreement shall be subject to the Operator's observance of and compliance with the provisions set forth herein and in the Lease Agreement which is applicable to this Fuel Agreement.

2.04 Object Free Area and Setbacks

No fuel dispensing activities shall occur or fueling equipment be located within any object free area described in any of the setback or restricted areas in Paragraph 4.03 of the Lease Agreement.

2.05 Requirements before Operation

Operator must provide the Trust with a copy of the Operator's tank registration and tank

permit with the Oklahoma Corporation Commission, an operational permit from the Oklahoma City Fire Department, and a copy of the Operator's Spill Prevention, Control, and Countermeasure Plan.

2.06 Assignment of Agreement

The Fuel Agreement shall only be transferred to another party when the Lease Agreement is being assigned to said other party and then the assignment of this Fuel Agreement shall be with the advanced written approval of the Trust in a manner consistent with Articles 25 and 26 of the Lease Agreement, and the new operator must register the tank with the Oklahoma Corporation Commission within thirty (30) days of the transfer and provide copies on the new Operator's registration to the Trust.

2.07 Closure of Fuel Facility

In the event the Self-Fuel Facility is permanently closed such as at the termination or expiration of the Lease Agreement and Fuel Agreements, the closure shall comply with the requirements of the applicable regulatory entities and Articles 12 and 24 of the Lease Agreement

ARTICLE 3. INCORPORATION OF CERTAIN PROVISIONS OF THE AGREEMENT

The parties agree that Articles 6 through 37 of the Lease Agreement are adopted and incorporated into this Fuel Agreement as if written herein unless otherwise specified herein.

ARTICLE 4. TITLE TO FUEL AND SELF-FUELING FACILITY

It is understood and agreed by the parties that title to any Aviation Fuel and Self-Fueling Facility shall be the Operator's property at all times. In this connection, Operator shall have all responsibilities and obligations thereto including registering, maintaining, and testing the tank or equipment, and compliance with the Oklahoma Corporation Commission regulations or such other applicable regulatory entity. At the expiration or termination of this Fuel Agreement, whichever occurs first, Operator shall cause the removal of all Aviation Fuel from the Airport and the removal and closure of the Self-Fueling Facility at its own cost and expense in accordance with this Fuel Agreement. In the event the Operator do not remove Aviation Fuel, remove and close the Self-Fueling Facility, or do not fully comply with the requirements of the applicable regulatory agencies and the requirements within the Lease Agreement's Articles 12 for such removal and closure, the Trust may cause the removal and closure and the Operator shall reimburse Trust for all its costs and expenses related hereto plus a fifteen percent (15%) overhead charge and fifteen percent (15%) project management fee.

ARTICLE 5. OPERATION OF SELF-FUELING FACILITY

5.01 Authorized Aviation Fuel

Operator shall only allow Aviation Fuel to be delivered into and dispensed from said Self-Fueling Facility to Authorized Aircraft. The Trust shall not have any right of ownership in the Self-Fueling Facility or the Aviation Fuel, nor have any liability relevant to operations as needed for Aircraft Fuel dispensed from the Self-Fueling Facility. Such operations shall be in accordance with safety standards approved by the National Fire Protection

Association, applicable codes and regulations, and the Director. The Operator shall maintain all pertinent training and certification records for its personnel, employees, and officers and shall produce the same upon request from the Director or designee.

5.02 Fuel Supplier Contracts and Bills of Lading

Contracts entered into by Operator for fuel delivered to said Self-Fueling Facility shall contain a provision that if the fuel supplier's agreement is assigned to another, then the successor supplier shall comply with the provisions of this Fuel Agreement. Operator shall require its fuel supplier to provide bills of lading to the Director to report the quantity of Aviation Fuel delivered into the Self-Fueling Facility as set forth in Article 6 of this Fuel Agreement. Such records shall indicate the date of delivery and number of gallons of fuel for each delivery. In the event the Operator's fuel supplier does not obey the rules and regulations of the Airport or the Trust or engages in unsafe practices, the Director or Director's designee may suspend the fuel supplier's operations or prohibit the fuel supplier from conducting business on the Airport.

5.03 Taxes

Operator shall pay all applicable federal, state, or local taxes for the Self-Fueling Facility and any Aviation Fuel delivered or dispensed from the Operator's Self-Fueling Facility.

5.04 Maintenance of Equipment

Operator shall maintain all equipment in accordance with any federal, state or local requirement and shall obtain all permit or certification records for the Self-Fueling Facility; including the equipment and tanks contained therein. Operator shall produce all permits or certifications to the Director prior to any receipt of any fuel shipments or dispensing of fuel, and any maintenance records and testing of the Self-Fueling Facility equipment shall be produced upon request of the Director or Director's designee.

5.05 Inspection of Fueling Operations

The Trust reserves the right to assign its personnel, employees, or contractors to enter onto the Leased Premises and to visually inspect and monitor Operator's fueling operations or Self-Fueling Facility and equipment at any time it may deem appropriate to assure Trust of Operator's compliance with this Fuel Agreement and all safety or regulatory requirements for aircraft fueling operations on the Airport; provided, however, it is understood that the Trust or its personnel, employees, officers, or contractors, in the performance of inspecting, monitoring, or supervising the Operator's fueling operations, shall never be obligated to assume any risks relating to said operations and the Operator agree to forever hold harmless, indemnify and defend the Trust and/or the City and their personnel, employees, officers, or contractors from any claims arising therefrom.

5.06 Fuel Dispensing Records

Operator shall maintain records of all Aviation Fuel dispensed from the Self-Fueling Facility which such records shall contain (a) the name of the employee who dispensed the Aviation Fuel, (b) the amount and the date such Aviation Fuel was dispensed, and (c) the tail number of the aircraft for which the fuel was dispensed. Operator will at all times keep the above-enumerated records available in its Facilities on the Airport for a period of five (5) years from the date of such record, and the same shall be accessible to and open to

inspection by Trust, or its authorized representative, at all reasonable times during ordinary business hours.

5.07 Mobile Refueling

All fueling must be directly from the Self-Fueling Facility to Authorized Aircraft. Mobile refueling is prohibited.

ARTICLE 6. FUEL FLOWAGE FEES

6.01 Fuel Flowage Fees

Commencing on the Effective Date and throughout the Primary Period and any Option Period, the Operator shall be responsible for the payment and remittance of the Fuel Flowage Fees or any other fees for alternative aircraft power source(s) for general aviation aircraft ("Fuel Flowage Fees") as established or modified by the Trust at any time during this Fuel Agreement. Trust's Fuel Flowage Fee shall apply to each gallon of Aviation Fuel received or delivered into Operator's Self-Fueling Facility/tanks. The Trust reserves the right to amend or to expand its Fuel Flowage Fees and Policy at any time during the term of this Fuel Agreement as Trust solely deems necessary; provided, Trust shall give Operator thirty (30) days advance written notice of any modification to the applicable Fuel Flowage Fees and Policy. At no time shall the Trust's Fuel Flowage Fees ever be considered revenues of, or be the fees of, the Operator.

As of the Effective Date of this Fuel Agreement, any Aviation Fuel delivered or received into Operator's Self-Fueling Facility, to be dispensed into any general aviation Authorized Aircraft, is subject to a General Aviation Fuel Flowage Fee ("GA-FFF") of eight cents (\$0.08) per gallon. The GA-FFF shall be considered as payment in lieu of landing fees for general aviation aircraft.

6.02 Monthly Fuel Activity Report(s)

Operator shall submit via email to OCATActivity@okc.gov, a Monthly Fuel Activity Report, on the form attached here to as Exhibit "A" or on such other forms prescribed by the Trust, showing the number of gallons of Aviation Fuel on hand in the Operator's fuel storage tank(s) at the beginning of the month, the number of gallons of Aviation Fuel purchased or otherwise obtained by Operator during the month, the number of gallons of Aviation Fuel dispensed, and the number of gallons of Aviation Fuel on hand at the end of the month. The Monthly Fuel Activity Report shall also include the N-number of the Authorized Aircraft that received fuel and list the name of the person that fueled the aircraft. The Monthly Activity Report shall be filed no later than the fifth (5th) business day of the month following the month of receipt of said Aviation Fuel. The Monthly Fuel Activity Report shall be in addition to the record requirement set forth in Paragraph 5.06 of this Fuel Agreement.

6.03 Payment

Operator shall transmit the applicable Fuel Flowage Fee no later than the last day of the month succeeding the month of the receipt of the Aviation Fuel into any Operator owned Self-Fueling Facility. The Trust shall have the right and privilege to inspect and audit the bills, receipts and records pertaining to the purchase, delivery, or receipt of Aviation Fuel

for the purpose of verifying the correctness of the fee payments tendered by Operator. Such inspection and audit shall occur at Operator's offices between the hours of 8:00 a.m. and 5:00 p.m. CT, Monday through Friday, upon at least 48 hours advance notice.

6.04 Bill of Lading

For any shipments of Aviation Fuel an Operator obtains, Operator agrees to provide or to require its contractor(s)/supplier(s) to provide via OCATActivity@okc.gov all bill(s) of lading reporting the date and number of gallons of Aviation Fuel received by the Operator. Bill(s) of lading shall be delivered no later than the fifth (5th) business day of the month following the month of receipt of said Aviation Fuel.

ARTICLE 7. DELINQUENT FUEL FLOWAGE FEE

It is hereby agreed by and between the Trust and Operator that should Operator fail, for any reason whatsoever, to make timely remittance of the monthly Fuel Flowage Fees and/or compensation as required under any of the provisions hereof, then and in that event, the payment shall be immediately delinquent and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month; moreover, said interest shall be considered additional fees and/or compensation for the use and operation of the Leased Premises for the Self-Fueling Facility and shall become due and payable to, and received by, Trust on or before the last day of each month of the term hereof.


ARTICLE 8. INDEMNIFICATION

Paragraph 20.01 of the Lease Agreement shall likewise apply to all activities associated with this Fuel Agreement.

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

44SH L.L.C, OPERATOR



Signature

Robert E Howard II

Printed Name 

Manager

Title

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

ATTEST:

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Jerry Palmer
Chairman

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

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor /
Attorney for the Trust

EXHIBIT A – MONTHLY FUEL ACTIVITY REPORT

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

Tenant: _____

Address: _____

Person submitting report: _____

Contact phone number: _____

Submit report to: OCATActivity@okc.gov

cc: wrwabusinessproperties@okc.gov

Please include all Bills of Lading in email transmitting report

Fuel Flowage Report for Fuel Delivered

For the Month ending:

<u>Fuel Type</u>	<u>Date Received</u>	<u>Vendor</u>	<u>Beginning Qty</u>	<u>Net Gallons</u>	<u>Ending Qty</u>	<u>BOL #</u>
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Fuel Flowage Report for Fuel Dispensed into aircraft

For the Month ending:

<u>Fueled By</u>	<u>Date Dispensed</u>	<u>Net Gallons</u>	<u>Aircraft N#</u>
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Total Gallons _____
Amount Due: ____cents per gallon: _____

Inventory:

Number of gallons on hand on 1st:

Number of gallons delivered:

Number of gallons Dispensed:

Ending Inventory: _____