

AMENDMENT NO. 3 TO LEASE AGREEMENT

This Amendment No. 3 to Lease Agreement is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Lessor”), and Linda James, an individual (“Lessee”),

W I T N E S S E T H:

WHEREAS, the Lessor leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City known as Wiley Post Airport, located in Oklahoma County, Oklahoma; and

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated January 27, 2022 (“Original Agreement”), whereby Lessor leased to Lessee a certain parcel of land to be used solely for the Lessee’s personal use; and

WHEREAS, the Original Agreement expires January 2, 2025; and

WHEREAS, the parties have agreed to exercise the third of four successive one (1) year Option Periods provided in the Original Agreement on mutually agreeable terms and conditions and revise certain language in the Agreement.

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

1. This Amendment No. 1 is effective January 3, 2025 (“Effective Date”).
2. It is hereby agreed that the parties are exercising the third of four (4) successive one (1) year Option Periods to renew the Agreement for the period January 3, 2025 through January 2, 2026, as set forth in Article 2 – Term.
3. The parties agree that as of the Effective Date, in accordance with Article 4 – Rentals of the Agreement, the annual rentals due for this Option Period shall be \$358.34.
4. The parties agree that Articles 23. General Civil Rights Provisions, 24. Civil Rights – Title VI Assurance, and 25. Title VI Clauses of the Original Agreement are hereby deleted in their entirety and replaced with the following:

“ARTICLE 23. 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 24. CIVIL RIGHTS TITLE VI ASSURANCE

24.01 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 24.01, 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.

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

25.01 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.

25.02 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.”

5. It is understood and agreed by the parties that, except as amended by this Amendment No. 3, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 3, and the recitals and provisions of this Amendment No. 3 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 Amendment No. 3 to be effective as of the Effective Date stated above.

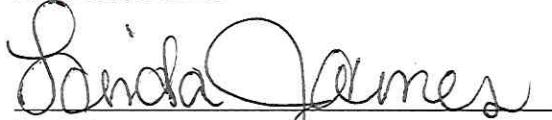
ATTEST:



Signature

DEVAN R. MCCURDY
Printed Name

LINDA JAMES

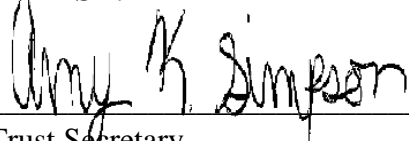


Signature

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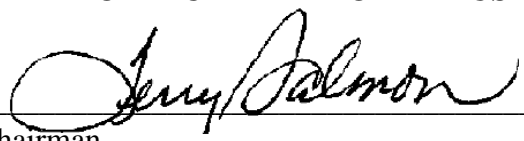
APPROVED by the Trust and signed by the Chairman of the Oklahoma City Airport Trust this
19TH day of DECEMBER, 20 24.

ATTEST:


Trust Secretary

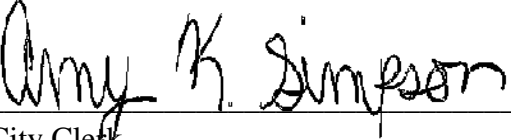


OKLAHOMA CITY AIRPORT TRUST


Chairman

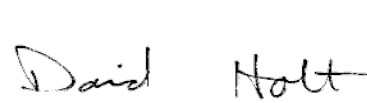
APPROVED by the City Council and signed by the Mayor of The City of Oklahoma City this
31ST day of DECEMBER, 20 24.

ATTEST:


City Clerk



THE CITY OF OKLAHOMA CITY


Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor/
Attorney for the Trust



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2024

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 PROFESSIONAL INSURORS, LLC 7301 Broadway Ext Suite 200 Oklahoma City OK 73116	CONTACT NAME: Travis Jinks PHONE (A/C, No, Ext): (405) 843-9191 E-MAIL ADDRESS: tjinks@pi-ins.com FAX (A/C, No): (405) 843-9190
INSURED Florida Wholesale Plant Co., Inc. Linda James 4716 N. Council Rd. Bethany OK 73008-2248	INSURER(S) AFFORDING COVERAGE INSURER A: Sentry Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2412570012**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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A0232630003	12/08/2024	12/08/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employment Practices \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	A0232630005	12/08/2024	12/08/2025	PER STATUTE OTH-ER 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)

Certificate Holder is Additional Insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Oklahoma City Airport Trust and The City of Oklahoma City
7100 Terminal Drive, Unit 937

Okla. City

OK 73159

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

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