

United Contract 186370



**PASSENGER AIRLINE USE AND OPERATIONS AGREEMENT
FOR SIGNATORY AIRLINES
BETWEEN
THE OKLAHOMA CITY AIRPORT TRUST
AND
UNITED AIRLINES, INC.**

EFFECTIVE DATE: JULY 1, 2024

**PASSENGER AIRLINE USE AND OPERATIONS AGREEMENT
FOR SIGNATORY AIRLINES**

UNITED AIRLINES, INC.

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PASSENGER AIRLINE USE AND OPERATIONS AGREEMENT
FOR SIGNATORY AIRLINES

This Passenger Airline Use and Operations Agreement for Signatory Airlines (“Agreement”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), and United Airlines, Inc., (“Airline”).

WITNESSETH:

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

WHEREAS, Airline is engaged in the business of air transportation with respect to persons, property, cargo, and/or mail and desires to be a Signatory Airline (as defined herein) at the Airport; and

WHEREAS, Airline and Trust previously entered into a Signatory Passenger Airline Use and Operations Agreement dated July 25, 2019 (“Original UOA”) for Airline to operate its air transportation business which has since expired but Airline has been holding over under the Original UOA; and

WHEREAS, both parties mutually agree to terminate the Original UOA with the approval of this Agreement; and

WHEREAS, Trust desires to establish new rates and charges and define the terms and conditions for the Airline to operate as a Signatory Airline at the Airport; and

WHEREAS, Airline desires to have Exclusive Use and Preferential Use (as both are defined herein) of certain premises and facilities at the Airport and to have to have certain rights, licenses, services, and privileges on and in connection with the Airport; and

WHEREAS, this Agreement is intended to be a multilateral agreement, to be signed in substantially similar form by other Signatory Airlines, and to provide non-discriminatory access to the Airfield Area and the Terminal but is intended to differ in the premises and facilities to be used by each airline; and

WHEREAS, Trust is willing to provide such premises and grant such rights to Airline upon the terms and conditions hereinafter set forth; and

WHEREAS, each party represents to the other and each party may rely that the other party has full power and authority to enter into this Agreement in respect thereof.

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

ARTICLE I. RECITALS AND DEFINITIONS

1.01 Definitions

Except as otherwise clearly indicated by the context, the words and phrases defined in this Paragraph 1.01 shall have the following meanings when used elsewhere in this Agreement:

“Active Loading” shall mean the period of time that commences forty-five (45) minutes prior to the scheduled departure time and expires fifteen (15) minutes after the scheduled departure time of the aircraft for domestic or international flights. The forty-five (45) minutes prior to the scheduled departure for Active Loading and the forty-five (45) minutes after the scheduled arrival for Active Unloading shall run concurrently when applicable.

“Active Unloading” shall mean the period of time that commences thirty (30) minutes prior to the scheduled arrival time of an aircraft and expires forty-five (45) minutes after the scheduled arrival time of the aircraft for domestic or international flights. The forty-five (45) minutes prior to the scheduled departure for Active Loading and the forty-five (45) minutes after the scheduled arrival for Active Unloading shall run concurrently when applicable.

“Affiliating Company” shall mean any Air Transportation Company that operates under essentially the same trade name as the Airline or uses essentially the same livery as the Airline when operating at the Airport on behalf of Airline.

“Air Transportation Business” shall mean the business of scheduled or non-scheduled commercial transportation by air of persons, property, cargo, express mail, or mail.

“Air Transportation Company” shall mean any person, firm, or corporation engaged in Air Transportation Business.

“Airfield Area” shall mean areas and facilities provided for the landing, takeoff, and taxiing of aircraft, including all runways, taxiways, Apron, aircraft approaches and clear zones, roadways accessing the airfield and aviation easements and other related support facilities.

“Airfield Area Expenses” shall mean the annual Expenses, Depreciation, and Debt Service, which are directly traceable or allocable to the Airfield Area.

“Airport” shall mean OKC Will Rogers International Airport and all additions, expansions, and improvements thereto.

“Airport Fuel Storage Facilities” shall mean all the fuel storage facilities located on the Airport that are owned and maintained by the Trust.

“Airport Gate” shall mean a Departure Gate that is not assigned to any CPAC for its Preferential Use including the FIS Departure Gate.

“Airport Interference” shall mean any condition on the Airport which shall negatively affect or interfere with the development, improvement, operation, or maintenance of the Airport or its facilities.

"Apron" shall mean the areas identified on Exhibit D-6, as the same may be amended from time to time, at the passenger Terminal of the Airport utilized for the temporary parking, servicing, and ground handling of aircraft.

"Baggage System" shall mean the Baggage Claim Area, Baggage Make-up, Tug Drive, Outbound Baggage Systems (see Exhibit D-4), and related premises and facilities as designated by the Director for Airline's joint use with other CPACs.

"Commercial Passenger Air Carrier" or "CPAC" shall mean any person, firm, or corporation: (a) engaging in an Air Transportation Business; (b) conducting regularly scheduled, non-charter flight operations at the Airport's Terminal, FBO, or General Aviation Terminal Building; and (c) possessing an appropriate license or certificate issued under Parts 121 or 135 of the Federal Aviation Regulations..

“CPAC Operational Requirements” shall mean the Commercial Passenger Air Carrier (CPAC) Operational Requirements adopted or amended by the Trust as of Effective Date July 1, 2024, and applicable for all Commercial Passenger Air Carrier operating at any airport within the OCAT system. Notwithstanding anything to the contrary contained in this Agreement, if there shall be any conflict between the express terms of this Agreement and the CPAC Operational Requirements the express terms of this Agreement shall control.

"Common Use" shall mean those non-exclusive areas in the Terminal that may be used in common by CPACs as assigned by the Director, and may include, but are not limited to, portions of the Ticket Counter, Counter – Extended, Operations, any Airport Gate, the FIS Departure Gate, and Secured Hallway Space, not currently assigned to an Airline, as shown on Exhibit D-5. Common Use spaces shall only be deemed as Airline's Premises when in use by the Airline and no interests shall accrue to or be acquired by any authorized user thereof.

"Common Use Per Turn Fee" shall mean the fee paid for the use of Common Use space, including an Airport Gate or FIS Departure Gate as described in Paragraph 5.08 (B) and as shown on Exhibit F-4.

"Contract Security" shall mean an irrevocable letter of credit, or other similar security, acceptable to Trust in an amount equal to the estimate of three (3) months' fees and charges payable by Airline pursuant to Article 5 of this Agreement.

"Cost Centers" shall mean those areas or functional activities at the Airport established by the Trust for accounting for revenues, Expenses, Debt Service and Depreciation as identified in Paragraph 5.04 of this Agreement.

"Counter - Extended" shall mean the area that is used for queueing that extends 20 feet out in front of Airline's Ticket Counter for the same length as Airline's Ticket Counter.

“Debt Service” shall mean the principal and interest payments, and required deposits, if any, on bonds issued by the Trust.

“Deicing” or “Deicing Services” shall mean those deicing and anti-icing services performed on aircraft on the ground in the Deicing Areas prior to departure to remove or to prevent ice from forming on aircraft owned or operated by Airline or its Affiliating Companies or for the benefit of Airline or Airline’s Affiliating Companies, whether services are performed by Airline’s own employees, or another Signatory Airline, Airline’s Third-Party Vendor, or a Fixed Base Operator for the benefit of Airline or its Affiliating Companies.

“Deicing Area(s)” shall mean those areas designated from time to time by the Director of Airports for the Deicing of Airline’s aircraft as set forth in the Aircraft Deicing/Anti-Icing Policy for OKC Will Rogers International Airport.

“Departure Gate” shall mean the gate areas for the loading and unloading of passengers with all associated Holdroom space, a Passenger Boarding Bridge, and Apron space as assigned by the Director.

“Deplaned Passengers” shall mean disembarking revenue and non-revenue passengers at the Terminal. Diverted passengers who disembark from a plane are not counted as Deplaned Passengers.

“Depreciation” shall mean a reduction in value, calculated by dividing the cost of an asset by the useful life of said asset; provided, however, for the purposes of this Agreement there shall be deducted from the cost of any specific asset the amount of any share of the cost of such asset received by the Trust and/or the City pursuant to: (a) a federal grant for the funding of such specific asset; (b) a state grant for the funding of such specific asset; or (c) funds collected by CPACs and remitted to the Airport as Passenger Facility Charges (PFCs).

“Director of Airports” or “Director” shall mean the person designated by the Oklahoma City Airport Trust to exercise certain functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Agreement. Said term shall also include any person expressly delegated by the Director to exercise functions with respect to the rights and obligations of the Director under this Agreement. The Director is also the General Manager of the Trust.

“Effective Date” shall mean July 1, 2024.

“Employee Parking” shall mean the designated vehicular parking areas near the Terminal for use of Airline’s employees, in common with others entitled to such use and to be designated by Trust through the Director of Airports.

“Enplaned Passengers” shall mean all embarking and connecting revenue and non-revenue passengers at the Terminal. Only passengers that are subject to screening or re-screening will be considered Enplaned Passengers.

“Exclusive Use” shall mean the use of space assigned to Airline to the exclusion of other CPACs or other non-Airline affiliated third parties.

“Exclusive Use Space” shall mean those areas assigned to Airline for its Exclusive Use including portions of the Ticket Counter, Counter – Extended, office space on the first floor, office space on the second floor, Secured Hallway Space and Operations. Airline’s Exclusive Use Space in the Terminal is depicted on Exhibit D-1, attached hereto.

“Expenses” shall mean the normal and reasonable expenses, both direct and indirect, incurred by the Trust or the City to maintain, operate, and administer the Airport or any designated portion thereof.

“FAA” shall mean the Federal Aviation Administration of the United States Government, or any Federal agency succeeding to its jurisdiction.

“Federal Inspection Station Fee” or “FIS Fee” shall mean those fees identified in Paragraph 5.17 that are charged to Airline for each use of the services offered through the Airport’s Federal Inspection Station (“FIS”) in order for Customs and Border Protection (“CBP”) to process international flights and passengers of Airline or its Affiliating Companies.

“FIS Departure Gate” shall only mean the Airport Gate used to access the FIS facilities.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of any calendar year and ending on June 30 of the succeeding calendar year.

“Fixed Base Operator” or “FBO” shall mean a commercial entity which has entered into an agreement with Trust to provide certain aeronautical services outlined in such agreement for Air Transportation Businesses and to the public at the Airport.

“Fueling Contractor” shall mean an FBO who is authorized to engage in Fuel Services at the Airport by (a) obtaining fuel from the Airport Fuel Storage Facilities or (b) operating its own fueling facilities.

“Fuel Services” shall mean the into plane fueling of aircraft or the fueling of Ground Support Equipment of Airline.

“Ground Support Equipment” or “GSE” shall mean service and maintenance equipment used to support aeronautical operations and related activities including, but not limited to, baggage tugs, belt loaders, cargo loaders, forklifts, fuel trucks, lavatory trucks, and pushback tractors or as the same may be amended from time to time in 14 CFR §158.3.

“GSE Storage Area” shall mean those areas assigned on the Apron area that are associated with a specific Departure Gate for Airline’s or Airline’s Third-Party Vendor’s temporary storage of Ground Support Equipment used for the specific Departure Gate. The GSE Storage Area for each Departure Gate is shown on Exhibit D-6.

“Holdroom” shall mean the space located at a Departure Gate used to stage passengers waiting to board an aircraft as shown on Exhibit D-2.

“Joint Use Allocation” shall mean the amount paid monthly for Airline’s use of Joint Use Space as described in Paragraph 5.06 and as shown on Exhibit F-2.

“Joint Use Space” shall mean the Baggage System and Security Checkpoint (see Exhibit D-4) area(s) in the Terminal that are used by all CPACs. For purposes of calculating fees and charges hereunder, such Joint Use Space shall not be deemed Exclusive Use Space or Preferential Use Space, and no leasehold interests shall accrue to or be acquired by any authorized user thereof as shown on Exhibit D-4.

“Landing Fees” means the monthly charges described in Paragraph 5.09 and as shown on Exhibit F-5.

“Maximum Approved Landing Weight” means the FAA certified maximum gross landing weight, in 1,000-pound units of any aircraft operated by air carriers at the Airport. If an aircraft has more than one certified maximum gross landing weight, the largest weight shall be used for the determination of Landing Fees.

“New Service” shall mean commercial passenger air service provided by a new CPAC at the Airport, or any new passenger air service provided by an existing CPAC.

“Non-Signatory Airline” shall mean any CPAC using the Airport that is not a Signatory Airline or is not an Affiliating Company of a Signatory Airline. All Non-Signatory Airlines must have a Passenger Airline Use and Operations Agreement for Non-Signatory Airlines (“Non-Signatory Agreement”) with Trust to operate on the Airport.

“Office” means areas of the Terminal located on either the first or second floor which are designated by Trust as office space and assigned to CPACs or other Airport tenants’ employees to conduct work at the Airport.

“Operations” means the airside areas located on the lower level of the Terminal which are designated by Trust as operations space and assigned to CPACs or other Airport tenant employees to conduct work at the Airport.

“Passenger Boarding Bridge” means any of Trust’s passenger boarding bridge serving aircraft at a Departure Gate.

“Passenger Boarding Bridge Fee” means the monthly charges described in Paragraph 5.07 and as shown on Exhibit F-3.

“Passenger Facility Charge” or “PFC” shall mean a charge made pursuant to 14 CFR Part 158, Passenger Facility Charges, or as the same may be amended from time to time.

“Personal Property” shall mean those trade fixtures, equipment, inventory, furniture, and/or supplies owned by Airline or leased by Airline from a party other than Trust and installed

or used at the Airport in the conduct of Airline's Air Transportation Business that are removable without substantial or permanent injury or damage to the Premises.

"Preferential Use" shall mean the priority scheduling rights given to Airline on its Departure Gate during periods of Active Loading and Active Unloading.

"Preferential Use Per Turn Fee" shall mean the fee for the incremental use of Preferential Use Per Turn Space as described in Paragraph 5.08 (A) and as shown on Exhibit F-4.

"Preferential Use Per Turn Space" shall mean Airline's or another Signatory Airline's incremental use of a Departure Gate that has not been assigned to Airline such as an Airport Gate or the FIS Departure Gate.

"Preferential Use Space" shall mean those areas assigned to Airline for its Preferential Use but are not for Airline's Exclusive Use. Preferential Use Space includes a Departure Gate, and all facilities, improvements, and equipment that have been or may hereafter be assigned by Trust for use in connection with such space. Airline's Preferential Use Space is depicted on Exhibit D-2, attached hereto.

"Premises" shall mean those areas to be used by Airline pursuant to this Agreement, as depicted on Exhibits D (1-7), and shall include those assigned areas that are Exclusive Use Space or Preferential Use Space but shall include Common Use (Exhibit D-5) and Joint Use Space (Exhibit D-4) when in use by the Airline.

"Records" shall mean any books and records that are involved in the preparation of financial statements or records relevant to the Airline's operations at the Airport. Records, subject to audit and inspection, (in whatever form the information may be kept, whether written, electronic, or other form) related to this Agreement and shall be interpreted in the broadest sense.

"Remote GSE Storage Area" shall mean the area behind the redline painted on the perimeter of the Apron area where large GSE equipment such as deicing truck, rolling stairs, extra luggage carts, and other types of equipment may be stored by Airline as depicted on Exhibit D-6.

"Revenue Landing" shall mean an aircraft landing at the Airport in conjunction with a flight operated by any Air Transportation Company for which such Air Transportation Company makes a charge or from which revenue is derived for the transportation by air of any or all of persons, property, and cargo (express or mail); but Revenue Landing" shall not include any landing of an aircraft which, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions or mechanical, emergency, precautionary, or other similar operating reasons.

"Revocable Permit" shall mean the separate revocable permit, and any successor permits or agreements (other than this Agreement) in existence as of the date hereof, if any, that

identifies the rights and obligations of Airline or Airline's Fueling Contractor to fuel aircraft at the Airport for Airline.

"RON" shall mean an aircraft that remains overnight at the Airport.

"Secured Hallway Space" shall mean the hallways that lead to the Exclusive Use Space of one or more CPAC, including Airline.

"Signatory Airline" shall mean any CPAC that has executed a Passenger Airline Use and Operations Agreement for Signatory Airlines with Trust, that is substantially similar in form and substance to this Agreement.

"Signatory Fuel Flowage Fee" shall mean the fee on each gallon of fuel received at the Airport that is established by Trust and applicable to all Signatory Airlines, an Affiliating Company of a Signatory Airline, or a signatory cargo operator.

"Term" shall mean the term of this Agreement as delineated in Article 3 hereof.

"Terminal" shall mean the passenger terminal at the Airport serving the traveling public, as it exists now and as it will, from time to time, be renovated, improved, modified and/or enlarged. Terminal does not include the General Aviation Terminal Building.

"Terminal Expenses" shall mean the annual Expenses, Depreciation, and Debt Service that are directly traceable or allocable to the Terminal.

"Terminal Use Rate" shall mean the rate paid for the use of all Exclusive Use Space, Preferential Use Space, and Joint Use Space.

"Third-Party Vendor" shall mean the person or entity, excluding one of Airline's Affiliating Companies, with whom Airline enters into a contractual or other type of relationship to perform the rights and obligations contained in this Agreement with regard to above-wing services, which may include passenger check-in, baggage services, wheelchair services and aircraft boarding, and/or below-wing services, which may include aircraft and ramp services, baggage and freight handling, aircraft towing, lavatory and water servicing, aircraft cleaning, catering and Deicing. Third-Party Vendors may not perform any Fueling Services at the Airport. Third-Party Vendors are required to enter into an agreement with Trust to address services to be rendered on Airport property. For purposes of this Agreement, neither another Signatory Airline nor a Fixed Base Operator are Third-Party Vendors.

"Ticket Counter" shall mean the Ticket Counter area as assigned by the Director.

1.02 Interpretation

- A. References in the text of this Agreement to articles, paragraphs, or exhibits pertain to articles, paragraphs, or exhibits of this Agreement and to the same articles, paragraphs, and exhibits of each of the other Signatory Passenger Airline Use and Operations Agreements, unless otherwise specified.

- B. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Agreement refer to this Agreement.
- C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- D. Any headings preceding the text of the articles and paragraphs of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- E. Words importing the singular shall include the plural and vice versa.
- F. Days shall be counted as set forth in Paragraph 36.07.
- G. Capitalized words or terms other than paragraph or article headings and names of persons are technical and pertain strictly to this Agreement and are defined in Paragraph 1.01 above.

1.03 Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

- Exhibit A - Affiliating Company Notice Form
- Exhibit B - Local Contact Form
- Exhibit C - Reserved
- Exhibit D - Premises
 - D-1: Airline's Exclusive Use Space
 - D-2: Airline's Preferential Use Space
 - D-3: Airline's Curbside Check-in Space (if applicable)
 - D-4: Joint Use Space
 - D-5: Common Use Space
 - D-6: Departure Gate Apron and Remote GSE Storage Area
 - D-7: Wheelchair Storage Area
- Exhibit E - Maintenance Matrix
- Exhibit F - Rates and Charges
 - F-1: Terminal Use Rates
 - F-2: Joint Use Allocation
 - F-3: Passenger Boarding Bridge Fee
 - F-4: Common Use Per Turn Fees and Preferential Use Per Turn Fees
 - F-5: Landing Fee Rate
 - F-6: Airline's Rates and Charges
 - F-7: Summary of Airport Rates and Charges
- Exhibit G - Monthly Report of Actual Airlines Statistics and Self-Invoicing Form (Signatory)

ARTICLE 2. PREMISES

2.01 Airline's Premises

Upon the Effective Date of this Agreement and continuing throughout for the remainder of the Term hereof, Trust grants to Airline, and Airline does hereby accept from Trust the Exclusive Use Space, as more particularly described on Exhibit D-1, and the Preferential Use Space, as more particularly described on Exhibit D-2. In exchange for the use of such space, Airline agrees to operate as a Signatory Airline from the Airport. Airline, along with other CPACs, may utilize the Joint Use Space as more particularly described on Exhibit D-4, and the Common Use space, as more particularly described on Exhibit D-5. Trust represents to Airline that it has the right to enter into such Agreement and to provide Airline the use of such space, together with all the premises, facilities, rights, licenses, services, and privileges herein granted.

2.02 Space for a New Service Provider

Trust intends to maintain a policy of providing open access to the Airport and achieving balanced utilization of Airport facilities. To achieve this goal, Trust, by and through its Director, reserves the right to require sharing and temporary use of Preferential Use Space, in accordance with the following procedures to accommodate New Service:

- A. Upon identifying a New Service provider, the Director will determine if such New Service can be accommodated in any Common Use space.
- B. In the event the Director determines that no Common Use space is available, then the New Service provider shall contact, in writing, all Signatory Airlines at the Airport to request the use of the Preferential Use Space under a subcontract, handling arrangement, or another type of arrangement acceptable to the accommodating Signatory Airline. A Signatory Airline shall respond, in writing, to such a request within twenty (20) days and notify the Director of the response.
- C. If there is no Common Use space available, and a Signatory Airline has not voluntarily accommodated the New Service provider, the Director shall use reasonable discretion to make such accommodation which may include the use of Airline's or another Signatory Airline's Preferential Use Space. The Director shall use the following information in determining such accommodation: (a) the average number of flights per Departure Gate per day, which average shall be calculated by dividing the total number of flight departures per day by all of Airline's Departure Gates; (b) Airline's periods of Active Loading and Active Unloading; and (c) other operational considerations. Airline's Affiliating Company information will be included by the Director in making an accommodation determination.
- D. If at any time the Director reasonably determines that any requesting New Service provider needs any of Airline's Preferential Use Space and if such temporary use will not disrupt Airline's operations, the Director may, from time to time, but subject to Airline's priority for Preferential Use Space, grant such requesting New Service provider the right of temporary or shared use of all or a designated portion

of Airline's Preferential Use Space, including rights of ingress and egress and the right to use appurtenant equipment which are reasonably necessary for the effective use of such areas. If Airline is required to accommodate a New Service provider on its Preferential Use space, Airline shall continue to have first priority to use during its periods of Active Loading and Active Unloading and also during irregular operations of Airline as set forth below.

- E. The New Service provider shall execute an agreement substantially in the form of this Agreement or a Non-Signatory Agreement, as applicable, through which the New Service provider is bound by insurance and indemnification obligations, including in favor of the accommodating Signatory Airline, that are substantially similar to the obligations of the Airline set forth in this Agreement. Prior to the initial accommodation, the Director shall confirm to Airline in writing that the New Service provider has executed such an agreement, and the Airline has been afforded the same protections for the New Service provider's use of the Airline's Preferential Use Space as those afforded to Trust hereunder. If the Director has not confirmed to Airline that the New Service Provider has executed such an agreement, Airline will not be obligated to accommodate the New Service provider until Airline receives such confirmation from the Director. These insurance and indemnification obligations shall inure to the benefit of Airline as a third-party beneficiary for any period of accommodation. Further, for the duration of the accommodation, (a) the New Service provider shall not have the right to use Airline's proprietary computer equipment or make physical alterations to the Departure Gate, or millwork; (b) such New Service provider shall not modify or alter Airline's proprietary equipment or any millwork; (c) during irregular operations, Airline's operations shall have priority over such New Service provider's operations; (d) Airline shall not be obligated to amend or modify its current or proposed schedule to accommodate such New Service provider; (e) Airline shall have the right to request the Director to seek alternative accommodations for such New Service provider if Airline determines that the New Service provider is unreasonably interfering with Airline's scheduled or irregular operations caused by medical, weather, mechanical or other reason outside Airline's control; and (f) Airline shall not be required to indemnify, defend, or hold harmless Trust, the City, or their respective officers, or employees hereunder in connection with such New Service provider, its operations from the Premises or its accommodation hereunder.
- F. Such New Service provider shall pay Airline the sum of the following:
- i. An amount equal to a pro rata share of the sum of the Airline's fees and charges payable by Airline with respect to such areas during such shared or temporary use period as calculated pursuant to Article 5 herein; and
 - ii. Additional amounts sufficient to recover Airline's direct costs, if any, of such shared or temporary use, including a reasonable allocation of any capital and equipment costs, subject to the prior approval of the Director of Airports; and

- iii. A reasonable administrative fee not to exceed fifteen percent (15%) of the total of (i) and (ii) of this Paragraph 2.02(F).

The Director reserves the right to request Airline to provide documentation justifying the rates, fees, and charges to be assessed to the proposed CPAC.

- G. If Airline is accommodating New Service pursuant to Paragraph 2.02 but is unable to continue to accommodate due to Airline's own necessary use of its Preferential Use Space such as its own expanding routes or change in its scheduled routes, then Airline shall give the previously accommodated air carrier and Trust at least sixty (60) day advance written notice that it can no longer make such accommodation. The New Service air carrier may contact the Director to see if any Common Use space can be utilized. In the event that the Director determines that no Common Use space is available, then the previously New Service air carrier shall follow Paragraph 2.03(B). If it is determined that no Signatory Airline or Common Use space can re-accommodate the previously New Service, then the New Service air carrier seeking accommodation shall adjust its schedule to a period that the flight can be accommodated should the New Service air carrier desire to continue the route.

2.03 Reassignment or Relocation

A. Generally

During the Term of this Agreement, Airline's Premises may only be adjusted to meet the Minimum Required Premises obligation in Paragraph 2.05, when available, to exchange for equivalent amount and type of space, or to add a Departure Gate or other additional space such as Ticket Counters, office space on the first floor, office space on the second floor, or Operations, or when Airline is relocated at the request of the Director pursuant to this Paragraph 2.03 (B). During the Term of this Agreement, Airline's Premises cannot be decreased, unless a permanent relocation or reassignment is required by the Director.

B. Director Required Move

If the Director reassigns or relocates, either permanently or temporarily part of Airline's Exclusive Use Space and/or Preferential Use Space, such reassignment or relocation shall only be for the following reasons:

- i. To comply with a rule, regulation, or order of any federal, state, or other governmental agency (other than Trust) that has jurisdiction over Trust.
- ii. To implement a capital improvement program at the Airport.
- iii. To modify, reconfigure, or improve the efficiency, utilization, balance, or functional capacity of the Terminal.

C. Notice

If it becomes necessary for the Director to make reassignment or relocation of any portion of Airline's Premises as provided above, the Director shall provide written notice to Airline to modify all or portions of Airline's Premises at least one hundred

twenty (120) days prior to the date such adjustment shall occur. Airline shall surrender such space within one hundred twenty (120) days of receipt of notice to vacate or as otherwise agreed to by the Airline and Director. Airline shall be given an opportunity to meet with the Director to show cause why the reassignment or relocation should not be made or why additional time may be needed to affect the relocation or reassignment. The Director will utilize best efforts to relocate Airline to a space of similar size and location if such space is available.

D. Reassignment or Relocation Costs

- i. If the reassignment or relocation by the Director is temporary, the Director, at the Director's discretion, shall either perform itself or request that the Trust reimburse Airline its actual cost to relocate Airline's furniture, fixtures, equipment, and Communications Equipment (as defined in Article 18). The parties agree that for any temporary relocation or reassignment, the rates and charges paid by Airline for the use of its Premises, as set forth on Exhibit F-6, will not be amended to accommodate this temporary move. For the purposes of this provision, the temporary move shall be for one hundred twenty (120) days or less. The Trust is only required to make equitable improvements for the reassigned or relocated space. In making a temporary reassignment or relocation, the Trust is not required to reimburse or pay for costs that would place the Airline in a better position than it was prior to its reassignment or relocation. To the extent reasonably practical and space is available, the Director will provide Airline comparable space.
- ii. If the reassignment or relocation is permanent, the Director will endeavor to provide Airline with similar type, configuration, location, and size of space previously assigned to Airline. The Director, at the Director's discretion, shall either perform itself or request that the Trust reimburse Airline's actual costs such as movers, painting, build out, or Communications Equipment relocation expenses to place Airline at the same or similar operating ability from which they have been relocated from, based on Airline's provided invoices or receipts for costs agreed to by the parties. Trust is only required to make equitable improvements for the reassigned or relocated space. The parties will amend this Agreement to reflect any changes necessary in the Premises, fees, and charges of Airline. In making a permanent reassignment or relocation, the Trust is not required to reimburse or pay for costs that would place the Airline in a better position than it was prior to its reassignment or relocation. To the extent the permanent reassignment or relocation requires Airline to assume more space than was previously held, Airline will only be required to pay for new space based on the square footage of the old space.
- iii. The parties will meet at least thirty (30) days prior to any move to agree who will perform such move, as well as agree on the costs and expenses for the reassignment and relocation.

E. Airline Requested Reassignment or Relocation

Any adjustments, relocations, or reassignment at the request of Airline shall only be approved to comply with Paragraph 2.03(A) of this Agreement and shall be at Airline's cost and expense.

2.04 Surrender of the Premises

Airline shall return any Premises, whether caused by the expiration of this Agreement, Trust's termination, or due to reassignment, reallocation, or relocation, to substantially the same condition in which it was prior to Airline's use, reasonable wear and tear, casualty, obsolescence, and permitted improvements excluded. Thirty (30) days prior to the return of any Premises, Airline shall meet with the Director or designee to determine what shall be done by Airline to satisfy this requirement. A joint inspection shall be conducted at time of surrender of the Premises.

2.05 Minimum Required Premises for Signatory Airlines

At a minimum, each Signatory Airline must have at least 2,400 square feet of combined Exclusive Use Space and Preferential Use Space consisting of:

- A. At least one Departure Gate (if available);
- B. Assigned Operations space for each Departure Gate;
- C. Ticket Counter;
- D. Counter – Extended;
- E. office space on the second floor;
- F. office space on the first floor; and
- G. Secured Hallway Space (where applicable).

For purposes of meeting the minimum space requirement, Departure Gate, Operations, office space on the second floor, Ticket Counter, and Counter - Extended are required and counted toward the minimum space requirement. Office space on the first floor is not required but will count towards the minimum space requirement if taken; provided however, Airline is expected to have sufficient space to store passenger baggage within either its Exclusive Use Space and Preferential Use Space for typical (non-IRDP) level of enplanements. Curbside Check-in (see Exhibit D-3) and Apron space will not be counted towards the minimum space requirement.

2.06 Departure Gate Unavailable

If the Director determines a Departure Gate is not available to accommodate Airline for its Preferential Use, but does have Operations, Ticket Counter, and Counter - Extended, then Airline will only be required to take Operations, Ticket Counter, Counter – Extended, and office space on the second floor in order to be a Signatory Airline; provided, however, that such Signatory Airline must have at least 1,200 square feet of space to satisfy the minimum premises requirement for this paragraph. Should a Departure Gate, other than the FIS Departure Gate, subsequently become available, then Airline must agree to amend this Agreement immediately to take the Departure Gate for the remainder of the Term subject to all applicable fees and charges to comply with the minimum required premises herein. If Airline does not assume the Departure Gate when it becomes available, then this Agreement may be terminated by Trust pursuant to Article 22.

ARTICLE 3. TERM

The Term of this Agreement shall commence on July 1, 2024, and shall continue thereafter for a period of five (5) Fiscal Years until June 30, 2029, unless sooner terminated as hereinafter set forth. Unless otherwise provided herein, this Agreement shall not create any right, privilege, or option to extend this Agreement beyond the term stated herein. If an extension of this Agreement or a replacement hereof is not in effect by the expiration of the Term herein, the parties may agree to holdover pursuant to Paragraph 36.13. Trust acknowledges that should Airline not desire to holdover beyond the five (5) Fiscal Year period, Airline shall have no further obligations under this Agreement except those that accrue prior to or at the time of termination or expiration of this Agreement.

ARTICLE 4. CPAC OPERATIONS AND PERMITTED ACTIVITIES

4.01 Permitted Activities and Operations

Airline, and its Affiliating Companies, are hereby permitted to operate an Air Transportation Business at the Airport, including all activities reasonably necessary or incidental to such operation, provided such activities do not interfere with the operations of the Airport or another Airport tenant, and are consistent with this Agreement. When Airline engages in the following permitted activities and operations, it shall be subject to compliance with this Agreement and the CPAC Operational Requirements in effect during the Term of this Agreement, except that to the extent the CPAC Operational Requirements conflict with or are otherwise inconsistent with applicable law, applicable law shall apply:

A. **Aircraft Parking**

To temporarily park aircraft operated by Airline during normal operations, subject to Paragraph 4.06(E) for RON aircraft parking.

B. **Baggage and Lost Baggage**

To provide baggage handling and lost baggage services for Airline's passengers.

C. **Curbside Check-in and Skycap services**

To provide for skycap baggage services as are reasonably necessary for Airline's Air Transportation Business at a location designated by the Director as Airline's Curbside Check-in space. Prior written approval of the Director shall be required as to the design, number, and location of Airline's Curbside Check-in space, which approval shall not be unreasonably withheld, conditioned, or delayed. Such Curbside Check-in space shall be shown on Exhibit D-3. Skycap services shall be permitted as a Third-Party Vendor subject to Paragraph 4.02, and Article 34.

D. **Deicing**

To perform Deicing Services in the Deicing Areas subject to the Airport's Aircraft Deicing/Anti-Icing Policy for OKC Will Rogers International Airport (Effective December 1, 2023) as the same may be amended by Trust from time to time. No airline may store deicing or anti-icing products on the Airport unless airline has

first executed a Deicing Storage Agreement with Trust. Deicing Services are also subject to the provisions of Article 12.

- E. Employee Training
To employ and train Airline personnel at the Airport for the operation of Airline's Air Transportation Business.
- F. Equipment Storage
To store Ground Support Equipment only in the GSE Storage Area, Remote GSE Storage Area, or Airline's Operations space.
- G. Flight Information Display System (FIDS)
To have Airline's arrival and departure flight information displayed on the Airport's FIDS in various locations in and around the Terminal. In this regard, Airline shall provide or cause a subcontractor to provide real time data output from Airline's internal flight information display system, computer reservation system, cargo load message transmission, ARINC or SITA transmission, or other information system to Trust.
- H. Freight and Package Services
To provide mail, freight, package, and cargo handling services for Airline's customers.
- I. Fueling
To have Airline's and its Affiliating Companies' aircraft fueled by an FBO.
- J. Ground Handling Services
To provide above-the-wing and below-the-wing services and activities, excluding into-plane fueling, in connection with the Airline's Air Transportation Business.
- K. Maintenance on the Apron
To provide light maintenance or emergency light maintenance to aircraft and Ground Support Equipment on the Apron associated with Airline's Departure Gate but only as necessary for continuing flight but shall not be construed to permit Airline to overhaul aircraft or to accumulate or store inoperable or derelict equipment at the Airport.
- L. Passenger and Special Needs Assistance
To provide wheelchairs, baggage, and other special needs assistance to its passengers, if and as applicable, in accordance with Article 34.
- M. Passenger Loading/Unloading
To load and unload Airline passengers, their baggage, food, beverages or other supplies at the Departure Gate(s) and the operation of Trust-owned Passenger Boarding Bridge(s).

- N. Public Address System
To operate and use the public address communication system in the Terminal.
- O. Ticketing
To sell air transportation tickets and services and to process Airline's passengers and their baggage for air travel.
- P. Ticketing Kiosks
To install, maintain, and operate, at no cost to Trust, Airline's owned self-service passenger ticketing kiosks applicable to Airline's Air Transportation Business within Airline's Counter – Extended area, provided that such installations shall be subject to the prior written approval of the Director.
- Q. Use of Airfield
To land, take off, fly over, taxi, push, tow, load, and unload aircraft passengers, and property used by Airline in its conduct of an Air Transportation Business.

4.02 Third-Party Vendor Services

Airline may contract with a Third-Party Vendor to provide any permitted activities in and consistent with Paragraph 4.01 related to the handling of the Airline's or Airline's Affiliating Companies' Air Transportation Business at the Airport. Such Third-Party Vendors must have a written agreement with Trust to operate on the Airport, pay any applicable fees, provide appropriate releases and insurance, obtain proper environmental permits from the City and the Oklahoma Department of Environmental Quality when required by applicable law, and require employees to obtain appropriate security badging and driving permits before any services are provided on the Airport. The services that the Director may also allow a Third-Party Vendor to provide include passenger check-in, ticketing, and loading/unloading, wheelchair and disability assistance services, aircraft and ramp handling services, baggage and freight handling, aircraft towing and marshalling, lavatory and water servicing, aircraft cleaning, catering, and application of deicing and anti-icing materials to aircraft. A Third-Party Vendor will not be allowed to provide into-plane fueling services unless such Third-Party Vendor is an authorized FBO. Third-Party Vendors are not allowed to store deicing fluids on the Airport.

Airline shall notify the Director in writing forty-five (45) days in advance of any service provided by a Third-Party Vendor to Airline. Airline shall provide the Director with the name of the company, a detailed description of the services to be provided, contact information for the vendor, and a copy of any agreements for service to be provided on the Airport. Airline shall have the right to redact confidential payment information, from the copy of such agreement. Airline's agreement with a Third-Party Vendor shall not release Airline from its obligations to the Trust as set forth in this Agreement, diminish Airline's responsibility to report any activity required herein, or to pay the fees provided in Article 5. Airline shall be responsible to ensure that its Third-Party Vendor's employees are properly trained, and the Third-Party Vendor complies with the terms of this Agreement and the CPAC Operational Requirements. The use of Airline's Exclusive or Preferential

Use Spaces, or any part thereof, by anyone other than Airline, including a Third-Party Vendor, shall be deemed a sublet under Article 24.

4.03 Services for other CPAC

Airline may contract with another CPAC to provide the permitted services in Paragraph 4.01 for Airline only when such CPAC is conducting its own Air Transportation Business at the Airport and performing such services and activities utilizing Airline's own employees or Airline's permitted contracted Third-Party Vendor.

Before Airline provides services to another CPAC, or Airline contracts for another CPAC to provide services to Airline, the Director of Airports must be provided thirty (30) days' advance written notice, which notice shall include the names of the CPACs involved, and detailed information of the proposed activities, including a description of the type and extent of services to be provided. Airline does not need the approval of the Director to provide ground services and activities for charter operations for a CPAC or on behalf of its Affiliating Companies.

4.04 Airline Contacts

Airline shall provide local contact information contained in Exhibit B and shall update such information as necessary to keep said information current. Airline's local designated representatives shall be responsible to verify or provide quarterly updates, or any time requested by Airport staff, for the information in Exhibit B.

4.05 Airport Interference

Airline will not allow, cause, or create any intentional Airport Interference. If any proscribed or prohibited condition or activity shall exist as a result of the acts or omissions of Airline, then the Director will give thirty (30) days written notice to Airline to abate the condition. If Airline fails to abate or correct such condition within the thirty (30) day grace period, the Director may enter the Premises and correct the condition 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 Airline's Premises. In such event, Airline agrees to reimburse the expenses of the Trust that were incurred to make said correction within thirty (30) days after submission of an invoice showing the reasonable expenditure unless such other time is agreed to by Airline and the Director. Provided, however, should the condition pose a harm to health or safety, or result in an unsafe operational condition necessitating immediate abatement or correction of the condition, the Director may immediately abate or correct the condition at Airline's expense without the prior notice described herein.

4.06 Prohibited Conditions

In addition to the following, Airline's activities below will be subject to the CPAC Operational Requirements.

A. Advertising

Airline shall not erect, maintain, or display any signs or other advertising in its Premises, or anywhere at the Airport without first obtaining prior written approval of the Director, such approval not to be unreasonably withheld, conditioned, or

delayed. Airline may display advertising in its office space on the second floor or office space on the first floor. When advertising is allowed by the Director, Airline may only use signs, posters, banners, monitors, and other similar print or digital media which promote Airline's logo, corporate brand, or advertise the services offered by Airline to the traveling public consistent with Trust's policy governing commercial and promotional advertising and the CPAC Operational Requirements. Any commercial or promotional advertisement within 50 feet of another CPAC's Ticket Counter, or Departure Gate will only be allowed as described in the CPAC Operational Requirements.

B. Food or Beverages

Unless otherwise permitted herein, Airline shall not dispense, sell, or serve food or beverage at the Airport. In the event of irregular operations, Airline shall comply with the provisions in Article 33. Airline may serve food or beverages to its own employees in non-public areas designated by the Director. Airline may provide its own flight kitchen or contract for catering services to its passengers and crews for consumption aboard aircraft. If Airline hosts any event or meetings at the Airport such as employment fairs, employee recognition events, and other similar gatherings, Airline shall obtain advanced written authorization, including any necessary permits, from the Director. Airline is encouraged to utilize the Airport's terminal concessionaires for such events. Any food or beverage to be brought into the secured side of the Airport must be screened by the Transportation Security Administration or authorized Airport personnel.

C. Ground Loading

All enplanements and deplanements shall be by Passenger Boarding Bridge unless otherwise approved by the Director.

D. Non-CPAC Activities

Airline may not conduct any business separate and apart from the conduct of its Air Transportation Business at the Airport as set forth in Paragraph 4.01.

E. Remain Over Night ("RON")

Airline may RON its aircraft or those of its Affiliating Companies at its Departure Gate(s) from 10:00 pm to 6:00 am provided such aircraft will be the first flight departing from the Departure Gate the next morning. In all other circumstances, the RON aircraft shall be pushed back to the designated open box remote aircraft parking area on the ramp that have been approved by the Airport's Airside Operations Manager. RON parking outside of a Departure Gate shall be reported by Airline or its Third-Party Vendor to Airport Airside Operations and are subject to the payment of any applicable RON fees pursuant to Paragraph 5.15 and reported on the Airline's Monthly Report. In the event a Departure Gate is needed to accommodate an incoming aircraft and there is no available Airport Departure Gate or FIS Departure Gate, the Airport's Airside Operations may ask the Airline to move the aircraft from the Departure Gate to accommodate an incoming aircraft.

F. Wi-Fi

Airline may not provide passengers wi-fi services in public areas within the Terminal, unless the Airline is providing wi-fi services in a lounge to its passengers. All passengers are provided wi-fi services by the Airport in public areas. Nothing contained herein shall preclude Airline from providing wi-fi to its employees or contractors. Airline shall have the right to provide wi-fi services inside of its aircraft for customer and employee use while parked at the Departure Gate.

4.07 Airline's Affiliating Companies

The rights, privileges, and obligations granted Airline hereunder with respect to the use of the Airport, its appurtenances, and facilities thereon, or in the Airline's Premises, shall accrue to any Affiliating Company to the same extent and degree that such rights and privileges are possessed by Airline hereunder. The exercise of such rights and privileges shall be subject to Airline providing prior written notice in the form of Exhibit A to the Director documenting: (a) the relationship of the Affiliating Company which shall be in compliance with the definition of Affiliating Company in Paragraph 1.01 herein; (b) Airline's agreement that Airline shall report all activity and pay charges and fees provided for under this Agreement and required of such Affiliating Company when it is operating on behalf of Airline at the Airport should Airline's Affiliating Company fail to do so; and (c) approval by Director of the completed Exhibit A, which shall not be unreasonably withheld, conditioned or delayed. Upon receipt by the Director of such notice and a completed Exhibit A for Airline's requested Affiliating Companies active as of the effective date and during the Term and any extensions thereof of this Agreement, the Director shall confirm in writing the receipt of the required notice, and such rights and privileges shall take effect the first day of the month following the month in which the Director receives the required notice by Airline. As between the Airline and the Trust, it shall be Airline's sole responsibility to ensure that it's Affiliating Company operates at the Airport in accordance with this Agreement and the Airport's CPAC Operational Requirements. Airline shall notify the Director when an Affiliating Company's relationship with Airline terminates. No additional fees or charges other than those specifically set forth and payable by Airline hereunder shall be assessed against Airline or its Affiliating Company. Provided, however, it is understood and agreed that should an Affiliating Company acquire space directly from the Trust, such space shall not be included in the rights and privileges under this Agreement, and such space shall therefore be assigned as subject to the Non-Signatory rates and charges set forth in Exhibits F-1 through F-5. Notwithstanding anything to the contrary contained herein, the Affiliating Company shall have the opportunity to become a Signatory Airline at the Airport by agreeing to the terms of and entering into a Passenger Airline Use and Operations Agreement for Signatory Airlines. Following receipt of at least five (5) days' notice by Airline to the Director and Affiliating Company of the date Airline requests that Affiliating Company be removed as Airline's Affiliating Company, the Director shall confirm in writing the receipt of the required notice and confirmation of the date in which the Affiliating Company is removed as Airline's Affiliating Company.

Nothing in this Article 4 shall serve to limit Airline's rights and privileges to provide ground services to its Affiliating Company. An Affiliating Company may only provide ground handling services for aircraft owned and operated by the Affiliating Company or the Airline, but a Third-Party Vendor to the Airline can provide services to an Affiliating Company of the Airline.

4.08 Safety Management System

Airline agrees to reasonably cooperate with Trust's implementation of a safety management system or any safety risk management system at the Airport. If requested, Airline shall use its best efforts to provide appropriate personnel to participate in any meetings, risk identification and assessment processes, training, and safety promotion and communication initiatives.

ARTICLE 5. FEES AND CHARGES

5.01 General

Airline agrees to pay Trust all fees and charges set forth in this Agreement for Airline's use of the Airfield and Terminal as well as public circulation areas, facilities, rights, licenses, services, and privileges granted hereunder during the Agreement's Term. Trust will meet with Signatory Airlines on an annual basis to review the budget and airline rates and charges as well as the five-year capital improvement program presented annually.

5.02 Monthly Reporting Requirements

- A. Airline shall furnish to Trust, on or before the fifth (5th) day of each month, Airline's or Airline's Affiliating Companies' preceding month's statistical information on the Monthly Report of Actual Airline Statistics and Self-Invoicing Form for Signatory Airlines or for Affiliating Companies for Signatory Airlines, Exhibit G ("Monthly Report") or a similar report with the same content approved by the Director.
- B. Airline's Monthly Report shall include aircraft type(s), maximum landed weight for each aircraft type, the number of landings, the total landing weight, number of Enplaned and Deplaned Passengers including revenue and non-revenue generating counts, the number of Departure Gate turns, or usage of any Airport Gate turns including the Departure Gate or Airport Gate number and date and time of usage for both arrivals and departures. Airline shall also provide certain other statistical information for the weight of all mail and freight enplaned and deplaned, and the type of any deicing agents, number of gallons of deicing agent applied, and the number of days deicing agent was used whether such Deicing be for Airline, Airline's Affiliating Company, or charter or whether said agents were applied by Airline itself, an FBO, or a Third-Party Vendor.
- C. Airline is required to report monthly for its own information and for any of Airline's Affiliating Companies, charter operations, or any other CPACs not having a Signatory or Non-Signatory Agreement with Trust and with whom Airline ground handles. Airline may collect the fees, and charges prior to or upon ground handling

said CPAC and remit collections to Trust at the time of the handling event. Should Airline fail to collect and remit the calculated charges at the time of the event, Trust shall, by the tenth (10th) day following the end of each calendar month, transmit to Airline a statement of charges incurred by said CPAC during said month, based on information reported to Trust as required by this subparagraph, and the same shall be paid and received by Trust by the last day of the month following the month of such CPAC's activity or in the same manner as Airline's fees.

- D. In the event the commencement or termination date with respect to any of the particular Premises, facilities, rights, licenses, services, or privileges as herein provided falls on any date other than the first or last day, respectively, of a calendar month, the applicable fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days during which said particular Premises, facilities, rights, licenses, services, or privileges were enjoyed during the month.
- E. If Airline fails to remit its Monthly Report, then one hundred twenty percent (120%) of the most recent statistics available for Airline shall be used for billing the monthly Landing Fee charge, and any turns at an Airport gate. Adjustment to correct billing amounts will occur on the monthly billing following receipt of Airline's Monthly Report.
- F. The parties acknowledge that Trust incurs additional administrative effort if Airline's monthly reports are not complete and received by the due date of each report. To compensate Trust for this additional administrative effort, Airline agrees to pay Trust five hundred dollars (\$500) for each Monthly Report which is not complete, accurate, and received by its due date. Airline also acknowledges the value of accurately reporting statistical information to Trust as the statistical information is used in a multitude of statistical and financial reports internal and external to Trust. Should Airline report inaccurate data more than two times in a rolling twelve (12) month period, Airline agrees to compensate Trust an additional five hundred dollars (\$500) for the administrative effort required to revise and reissue correct reports.

5.03 Annual Budget Estimates

By February 15 of each year, the Trust will request from the Airline its estimate of its total Enplaned Passengers and landed weight for the next year, and then by March 1, the Airline shall provide Trust an estimate of its total Enplaned Passengers and landed weight for the following Fiscal Year. If not provided, Trust will estimate the number of Enplaned Passengers and landed weight for Airline. Trust will estimate the number using 120% of the previous year's budgeted Enplaned Passengers and landed weight to calculate for the following Fiscal Year.

5.04 Airport Cost Centers

For purposes of determining Airline's fees and charges for use of the Airport Premises, Trust has created the following Cost Centers:

- Airfield
- Fuel Systems
- Terminal
- Air Cargo
- Terminal Area
- Parking
- General Aviation
- Consolidated Rental Car Facility
- General and Administration
- Mike Monroney Aeronautical Center
- Industrial Park
- Other Development

5.05 Terminal Use Rates

- A. Airline shall pay monthly all Terminal Use Rates set forth on Exhibit F-1 for all space assigned to Airline as set forth on Exhibit D-1 and D-2.
- B. Trust shall estimate the Terminal Expenses less the cost of the Passenger Boarding Bridges for the Fiscal Year beginning July 1, 2024 (and for each Fiscal Year thereafter during the Term) based on the annual budget approved by Trust to calculate the Terminal Net Requirement.
- C. Trust shall classify all Terminal space by "Types of Space" described below:

<u>TYPE OF SPACE</u>	<u>WEIGHTING</u>
Type 1 - Exclusive	100%
Ticket Counter	
Counter - Extended	
Second Floor Office	
First Floor Office	
Secured Hallway	
Type 2 - Exclusive	50%
Operations	
Type 3 - Preferential	100%
Departure Gates	
Type 4 - Joint	100%
Security Checkpoint	
Baggage	

- D. The Trust shall calculate the Terminal Use Rate for each Type of Space in accordance with Exhibit F-1.

- E. Airline shall pay to Trust the square footage of its Exclusive Use and Preferential Use space multiplied by the Terminal Use Rate for each Type of Space.
- F. By the fifth (5th) day of each calendar month, Trust shall transmit to Airline an invoice of Airline's fees for the current month. Airline shall pay Trust for all fees no later than the last day of the month of the date of the invoice.

5.06 Joint Use Allocation

Airline shall be responsible for the monthly payment of its allocable share of the annual Joint Use Allocation for terminal usage as set forth on Exhibit F-2. The annual Joint Use Allocation is calculated as the product of the Terminal Use Rate for Type 4 Space as calculated in accordance with Exhibit F-1 multiplied by the square footage of Type 4 Space, less any law enforcement officer ("LEO") reimbursement.

- A. Airline shall pay Trust ten percent (10%) of the total annual charge divided by twelve (12) to determine a monthly charge. The monthly charge shall then be divided equally among all CPACs authorized to use said area to determine Airline's monthly fee. Excluded from this calculation will be any Affiliating Company of the CPAC.
- B. Airline shall pay Trust ninety percent (90%) of the total annual charge multiplied by its market share, which market share shall be calculated as the total estimated Enplaned Passengers of Airline, including Enplaned Passengers of Airline's Affiliating Companies, divided by the total estimated Enplaned Passengers of all CPACs (including Affiliating Companies). Airline's pro rata share of the annual charge shall then be divided by twelve (12) to determine Airline's monthly charge for Joint Use Space CPAC.

5.07 Passenger Boarding Bridge Fees

- A. Airline shall be responsible for paying monthly one-twelfth (1/12) of the annual Passenger Boarding Bridge Fee for each Departure Gate assigned to Airline. The annual rate for the use of a Passenger Boarding Bridge shall be calculated as set forth on Exhibit F-3.
- B. By the fifth (5th) day of each calendar month, Trust shall transmit to Airline an invoice of Airline's fees for the current month. Airline shall pay Trust for all fees no later than the last day of the month of the date of the invoice.

5.08 Per Turn Fees

- A. Preferential Use Per Turn Fee
 - i. Any Signatory Airline, including Airline and its Affiliating Company, that utilizes any Preferential Use Per Turn Space shall pay the Preferential Use Per Turn Fee to Trust as calculated by the methodology set forth in Exhibit F-4 for the use of such Preferential Use Per Turn Space.
 - ii. Each use of the Preferential Use Per Turn Space for Active Loading and Active Unloading shall be assigned by the Director and shall require the

payment of the Preferential Use Per Turn Fee. Even if multiple aircraft are assigned the use of the Preferential Use Per Turn Space during overlapping periods of Active Loading and Active Unloading, the Preferential Use Per Turn Fee shall be paid for each single use.

- iii. Preferential Use Per Turn Fees do not apply to an Airline's use of its assigned Preferential Use Departure Gate shown on Exhibit D-2.
- iv. A Non-Signatory Airline will only pay a Preferential Use Per Turn Fee when it has use of an assigned Preferential Use Departure Gate and Ticket Counter and is participating in Joint Use Allocation otherwise a Non-Signatory Airline will pay the Common Use Per Turn Fee.

B. Common Use Per Turn Fee

- i. Any Signatory Airline, including Airline and its Affiliating Company, or a Non-Signatory Airline that utilizes any Airport Gate and does not otherwise pay for the use of the Departure Gate, Ticket Counter, Counter – Extended, or other Exclusive Use, Preferential Use Space, or Joint Use Allocation as a Signatory Airline shall pay the Common Use Per Turn Fee as calculated by the methodology set forth in Exhibit F-4. In the event that the number of turns on the Airport Gate does not equal a whole number, such number shall be rounded up to the next whole number. Non-Signatory Common Use Per Turn Fee is subject to Paragraph 5.12.
- ii. Each use of such Common Use space for Active Loading and Active Unloading shall be assigned by the Director and shall require the payment of the Common Use Per Turn Fee. If multiple aircraft are assigned the use the same Airport Gate during overlapping periods of Active Loading and Active Unloading, the Common Use Per Turn Fee shall be paid for each single use.

C. Use of a Signatory Airline's Departure Gate(s)

- i. Any Signatory Airline, including Airline and its Affiliating Companies, that utilizes a Departure Gate assigned to another Signatory Airline, shall pay the Preferential Use Per Turn Fee to the Trust for the use of such spaces calculated by the methodology set forth in Exhibit F-4, except when the Director approves a sublet of a Departure Gate between Signatory Airlines then any fees for the use of the Departure Gate shall be payable to Airline, subject to Paragraph 24.04.
- ii. A Non-Signatory Airline that utilizes a Departure Gate assigned to another Signatory Airline shall pay the Non-Signatory's Common Use Per Turn Fee to the Trust as calculated by the methodology set forth in Exhibit F-4 and as described in Paragraph 5.12.

- D. Airline shall self-invoice for its Preferential Use Per Turn Fees and Common Use Per Turn Fees on the Monthly Report. If Airline self-reports any inaccurate

information and results in a miscalculation of the amount of fees and charges due Trust, Airline is not relieved of responsibility and must remit the proper payment for all the fees and charges to Trust as invoiced.

5.09 Landing Fees

- A. Charges for the use of the Airfield Area at the Airport by Airline in any month, including all premises, facilities, rights, licenses, services, and privileges in connection therewith, except those fees and charges expressly provided for elsewhere in this Agreement, shall be combined in and represented by a Landing Fee.
- B. It is understood and agreed by Trust and Airline that the Landing Fee Rate(s) for each Fiscal Year during the Term of this Agreement represents the amount which must be paid to Trust by all CPACs, including Airline and its Affiliating Companies, operating at the Airport, per 1,000 pounds of Maximum Approved Landing Weight in order to enable Trust to recover the amount allocable to each CPAC.
- C. Trust shall estimate the Airfield Area Expenses for the Fiscal Year beginning July 1, 2024 (and for each Fiscal Year thereafter during the Term) based on the Airport's annual budget approved by Trust. This calculation shall result in the Total Requirement for the Airfield.
- D. Trust shall calculate the Landing Fee Rate by dividing the Total Requirement for the Airfield by the total Maximum Approved Landing Weight for all CPACs and air cargo carriers estimated for the Fiscal Year in 1,000-pound units.
- E. Airline's Landing Fee payments for any month shall be computed by multiplying the total number of 1,000-pound units of Airline's Maximum Approved Landing Weight during such month by the current Landing Fee Rate.
- F. Airline shall self-invoice for its Landing Fees on the Monthly Report. Any errors by Airline through Airline's self-invoice in calculating the correct amount of fees and charges due Trust does not relieve Airline of its responsibility in remitting proper payment for the fees and charges to Trust as invoiced.

5.10 Revised Annual Rates/Fees Calculation

The Terminal Use Rates (Exhibit F-1), Joint Use Allocations (Exhibit F-2), Passenger Boarding Bridge Fee (Exhibit F-3), Common Use Per Turn Fees (Exhibit F-4), Preferential Use Per Turn Fees (Exhibit F-4), and Landing Fee Rates (Exhibit F-5) are effective July 1, 2024, and shall be revised annually to become effective as of the 1st day of July of each Fiscal Year during the Term including any subsequent extension year. Such determination of annual fees shall be in accordance with the calculation methodologies set forth in this Article with the appropriate Fiscal Year values. Trust will notify and hold a consultation meeting with Signatory Airlines at least thirty (30) days prior to the implementation of such rate adjustment. At which time, the statement showing the calculation of rates for fees, and

charges substantially in the format of the applicable exhibits, and the effective date for such rate adjustment will be provided to Airline.

5.11 Year-End Reconciliation

As soon as audited financial data for said Fiscal Year is available, but no later than January 31, fees and charges for the preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in Exhibit F-1 through F-5. Upon the determination of any difference between the actual fees and charges paid by Signatory Airlines and their Affiliating Companies during the preceding Fiscal Year and the fees and charges that would have been paid by Signatory Airlines (and their Affiliating Companies) using said recalculated rates, Trust shall, in the event of overpayment, (a) promptly return to Airline the amount of such overpayment in the form of a credit invoice or (b) promptly refund to Airline the amount of the overpayment, if it occurs in the last year of the Agreement. In the event of underpayment, Trust shall invoice Airline for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of the invoice receipt.

5.12 Non-Signatory Rates and Charges

All Non-Signatory Airlines pay rates 1.20 times higher than any Signatory Airline rates and the use of a Departure Gate is always based on a Common Use Per Turn Fee.

5.13 Periodic Rate Adjustments

In addition to the Year-End Reconciliation provided for in Paragraph 5.11, Trust may implement an adjustment of the Terminal Use Rates, Joint Use Allocations, Common Use Per Turn Fees, Preferential Use Per Turn Fees, and/or Landing Fee Rates in any given Fiscal Year when Trust determines that the current estimates of any or all of the Terminal Use Rates, Joint Use Allocations, Common Use Per Turn Fees, Preferential Use Per Turn Fees, and/or Landing Fee Rates (based on available year-to-date actual information) are estimated to be ten percent (10%) lower or higher than the revenues recoverable from CPACs during the same time period of the then Fiscal Year. Trust will notify and hold a consultation meeting with Signatory Airlines, including Airline, at least thirty (30) days prior to the implementation of such rate adjustment. At which time, the statement showing the calculation of rates for fees, and charges substantially in the format of the applicable exhibits, and the effective date for such rate adjustment will be provided.

5.14 Employee Parking Fees

A reasonable charge may be made by Trust to Airline or Airline's employees for their individual use of Airport automobile parking spaces in the Employee Parking lot(s) for the employee's use only while conducting business for Airline on the Airport. Because of the limited number of spaces in the Employee Parking lot(s), Airline's employees may not utilize the employee lot(s) when not at work or when not conducting business for Airline. Airline agrees that its employees will conform to any rules and regulations governing the use of Airport automobile parking spaces as may be promulgated by the Director. Trust reserves the right to reassign parking areas at any time it is deemed necessary for the benefit of the Airport. Airport employees should not park on the Apron at any time unless approved in writing by the Director. The Director may provide parking to Airline's manager in a designated area without charge when such space is available and may relocate

such space to accommodate the needs of the Airport.

5.15 RON Fees

All RON parking by Airline or other Signatory Airlines, other than on an Airline's Preferential Use Departure Gate as permitted in Paragraph 4.01, shall be charged the Signatory Airline RON Fee of one hundred dollars (\$100). All Non-Signatory Airlines shall be charged the RON Fee of one hundred twenty dollars (\$120).

5.16 Diverted Aircraft

Diverted aircraft to the Airport shall be considered a Revenue Landing and subject to the payment of Landing Fees.

5.17 Other Fees and Charges

A. Trust reserves the right to assess and collect the following:

- i. Reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement but provided by Trust and accepted by Airline, which may include but not be limited to conference room rentals.
- ii. A pro rata share of any charges, which are directly traceable or allocable to Airline, for the provision of any services or facilities which Trust is required to provide by any governmental entity (other than Trust acting within its proprietary capacity) having jurisdiction over the Airport.
- iii. Reasonable and nondiscriminatory fees for concessions and other services.

B. It is the intent of Trust to establish an FIS Fee upon the completion of the FIS area. Such FIS Fee will be determined by Trust and assessed to all CPACs who use the FIS area. Airline will report international Deplaned Passengers on its Monthly Report to Trust and shall self-invoice such FIS Fee when established.

C. By the eighth (8th) day of each calendar month, Trust shall transmit to Airline an invoice of reasonable and non-discriminatory fees and charges incurred during said previous month for services not enumerated in this Agreement. These services or facilities are provided by Trust and accepted by Airline and may include but are not limited to conference room rentals, parking fees, fuel flowage fee, etc., as well as a pro rata share of any charges that are directly traceable or allocable to Airline.

5.18 US Mail Mailbox

Trust currently maintains facilities in the Airport Terminal for delivery of mail by the United States Post Office ("USPS") to the various Airport tenants. If Airline elects to receive mail delivery at this facility ("Mail Room"), Airline will be responsible to contact Airport staff for assignment of a mailbox and instructions. Airline shall be responsible for any fees charged by the USPS, or any mailbox key provided to it and will provide written proof that such key(s) were returned to USPS upon termination of this Agreement or when Airline relinquishes its Mailbox. If Airline fails to return these key(s), Airline shall be

responsible for 110% of the then-current fee charged by the USPS to re-key the mailbox to cover for additional administrative effort to invoice Airline. Other than the re-key fees, there is no fee for use of Trust's maintained mailbox in the Airport's Mail Room.

5.19 Passenger Facility Charge (PFC) Fees

Trust expressly reserves the right to assess, amend, and collect PFC fees in accordance with the PFC Regulations, 14 CFR Part 158. To the extent allowed by law, this Agreement shall in no way prevent Trust from applying for or amending a charge to be imposed on Airline's passengers for use of Airport facilities. The following shall apply to the collection of PFCs:

- A. The proceeds of said PFC shall not be considered revenues for the purpose of calculating Airline's fees, and charges.
- B. Airline must remit PFCs to Trust on a monthly basis no later than the last day of the following calendar month in which the PFC was collected. In the event Airline fails to remit PFC revenues to Trust within the time limits established in the PFC Regulation, it shall be an Event of Default subject to Article 22 of this Agreement.
- C. Airline must account for Trust's PFCs separately, but Airline may commingle PFCs with other sources of revenue of Airline. Airline agrees that PFC revenues collected by Airline on behalf of Trust that are held by Airline or an agent of Airline after collection constitutes funds of Trust that must be held by Airline or its agent for the sole beneficial interest of Trust imposing the PFC. Airline or its agents, as the collecting carrier, holds neither legal nor equitable interest in Trust's PFC revenues except for any handling fee or retention of interest collected on unremitted proceeds authorized by 14 CFR Part 158.
- D. Airline shall provide Trust with a copy of its annual audit of PFCs pursuant to Section 158.69 of the PFC Regulations.
- E. Pursuant to and in strict compliance with Section 158.49 of the PFC Regulations, Airline, as the collecting carrier, in handling Trust's PFCs, shall establish and maintain a financial management system to account for Trust's PFCs collected in accordance with the Department of Transportations' Uniform System of Accounts and Reports (14 CFR Part 241).

5.20 Conformity of Agreement

The Trust, in determining fees and charges for Air Transportation Companies not a signatory to an agreement substantially similar to this Agreement, shall take into account the differing extent of the obligations of said Air Transportation Company or companies, but in no event shall such fees and charges be lower than the rates charged to Signatory Airlines; provided, however, Trust may offer an incentive program that complies with FAA requirements and those qualifying could have lower fees and charges.

ARTICLE 6. DELINQUENT FEES, CHARGES, AND REPORTS

6.01 Fee Obligations

All fee and charge obligations of Airline under Article 5, Article 15, and Article 32 shall be due and payable as set forth herein.

6.02 Timely Remittance

In the event that Airline fails to make timely remittance of its fee obligations as set forth in Article 5, Article 15, and Article 32, 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 ("Delinquency Fee"); provided, however, that if the failure to provide the remittance is caused by an act of God, fire, theft, insurrection, rebellion, or is beyond Airline's reasonable control, then in that event, such failure to pay shall not be considered delinquent. Moreover, said interest shall be considered additional compensation for the Premises 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 7. RECORD RETENTION

7.01 Records

In order to ensure that Trust, by and through the Director, is able to adequately monitor the Airline's performance and reporting under the terms of this Agreement, Airline will keep and maintain true and accurate Records relating to all reporting required in 5.02 (B). Records shall be kept in the United States, and Airline shall make the same readily available for examination and audit by the Director, or designee, during normal business hours during the Term of this Agreement, within ten (10) days of Airline's receipt of the written notice to produce such Records. Records wherein all entries are accurately kept reflecting all information listed in Paragraph 5.02(B). Records shall be maintained through the Term of this Agreement and for a period of three (3) years from the date of such activity.

7.02 Audit Rights

A. Airline shall permit, during ordinary business hours during the Term of this Agreement, and for three (3) years after the expiration or termination of this Agreement, the examination and audit of the information listed in Paragraph 5.02(B) of Airline to substantiate the accuracy of reported activity and fees, and Airline's compliance with other provisions of this Agreement.

B. Airline shall produce such Records at Oklahoma City, Oklahoma, within twenty (20) days of Airline's receipt of Trust's written notice to do so. In the event the Records are not kept or produced as specified herein, Trust may assess penalties on Airline as set forth in Paragraph 7.02(E); or as an alternative, Airline may elect to pay all reasonable expenses (excluding the cost of the audit, except as otherwise set forth in Paragraph 7.02(C), below) including, but not limited to, transportation, food, and lodging necessary for an examiner selected by Trust to examine said Records at any site other than Oklahoma City if Trust is notified in writing of Airline's option to elect the alternative by doing so within the twenty (20) day period from the date of Airline's receipt of Trust's notice. Trust's rights and Airline

obligations in this Article extend to Airline's Affiliating Companies, or either of their assigns, successors, and subcontractors who operate at the Airport on behalf of Airline or Airline's obligations to Trust.

- C. Trust will be responsible for the cost of an audit pursuant to this Article with the exception of any off-Airport audit expenses noted in Paragraph 7.02(B); provided however, Trust may recoup the entire cost of the audit or inspection from Airline if: 1) the audit discovers substantive findings related to fraud, misrepresentation, or non-performance of Airline; or 2) Airline underreported information listed in Paragraph 5.02(B) or underpaid fees related to Paragraph 5.02(B) by three percent (3%) or more for the period audited.
- D. Pursuant to Article 6, Airline shall be responsible for the payment of interest as a Delinquency Fee on any such underpayment of information listed in Paragraph 5.02(B) from the time the underpayment was due/owed to Trust.

Airline, at its sole expense, shall have the right, using its own personnel or an independent Certified Public Accountant, to audit Trust's Records relating to such expenses for all or any part of the Term of this Agreement for a period of three (3) years from the end of each Fiscal Year in which the expense was incurred; provided, however, Airline shall not be entitled to audit Trust's Records relating to such expenses more than one (1) time with respect to any calendar year. In the event Airline's audit reflects that Trust has overcharged Airline for such expenses, Trust shall promptly reimburse Airline for such overcharge. If such audit reveals that Trust has undercharged Airline for such expenses, Airline shall promptly pay Trust the amount of such undercharge. If such audit reveals that Trust has overcharged Airline for such expenses by more than five percent (5%), Trust shall promptly credit Airline's invoices for the reasonable costs of such audit in addition to the entire overcharge. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

- E. If Airline fails to produce all the requested Records as required in this Article, Trust shall have the right to charge Airline a fifty-dollar (\$50) fee, per day, for each day in excess of the time period in which Airline is required to produce such Records up until the Records are produced.

ARTICLE 8. INGRESS AND EGRESS

Airline's officers, employees, agents, contractors, any subcontractors and any sub-tier thereof, and Third-Party Vendors shall have the right of ingress to and egress from the Airport and the Airline's Premises and the Joint Use Areas; provided, however, that any oral or written contract or other agreement between Airline and any person or entity shall have the rights of ingress and egress provided for herein only so long as they shall strictly observe and comply with all present and future federal, state, or local statutes, ordinances, regulations, and standard rules now or hereafter applicable to or governing the use and occupancy of the Airport. Notwithstanding the foregoing, Trust reserves the right to require anyone providing services or activities on the Airport to have an agreement or permit with Trust.

ARTICLE 9. AIRLINE'S MAINTENANCE AND REPAIR OBLIGATIONS

Airline has examined the Premises and the Terminal facilities and has accepted them in their as-is condition. Trust makes no agreement whatsoever to make improvements or alterations to the Premises or facilities except as agreed to herein. Airline agrees to perform its maintenance and repair obligations listed hereunder and as set forth on Exhibit E.

- A. Airline shall always maintain or cause to be maintained in a safe, neat, and sightly condition its Exclusive Use Space and Preferential Use Space, when in use by the Airline. Airline shall not permit the accumulation of any trash or debris on the premises of the Airport.
- B. Airline shall repair, replace, or rebuild any damages it caused by the acts or omissions of Airline, its officers, employees, Third-Party Vendors, or agents, excepting normal wear and tear. Any repairs made by Airline shall be subject to inspection and approval by Trust. In no case shall Airline be responsible for repair or maintenance that may be necessary because of damaged caused by another party not acting by, through or under Airline.
- C. Airline shall maintain or cause to be maintained in a neat, clean, and orderly manner the portions of the Terminal's Apron occupied by Airline's or its Third-Party Vendor's Ground Support Equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Premises in areas other than those assigned by Trust shall not be permitted.
- D. Airline shall not park or store any aircraft in the Airfield Area without the approval of the Director or Director's designee. In no event shall any parked aircraft create an Airport Interference. Upon release of Airline's disabled aircraft by a federal or state authority, if applicable, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including without limitation, runways, taxiways, and Apron) and place any such disabled aircraft in such storage areas as may be designated by the Director or to an off-Airport location. Airline may store such disabled aircraft at the Airport only for such length of time and on such terms and conditions as may be reasonably agreed to by the parties in writing. If Airline fails to remove any of its disabled aircraft from the Airport promptly in accordance with this subparagraph, Trust may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of Trust to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline releases Trust and any third-party from any and all claims for damages to the aircraft or otherwise arising from or in any way connected with such removal, except for Trust's or its officers' employees', agents' or contractors' negligence or willful misconduct.
- E. Airline shall have the right to maintain, install, and operate in, on, or about the Airport such communications, meteorological, and aerial navigation equipment and facilities as may be necessary for its operations; such equipment and facilities to be located in Airline's Exclusive Use Space or Preferential Use Space, or on such other portions of the Airport as may be designated for that purpose by Trust, including the Terminal roof.

ARTICLE 10. TRUST MAINTENANCE AND REPAIR OBLIGATIONS

Trust, at its cost, shall keep the public and passenger space in the Terminal adequately supplied and equipped, attractively furnished and decorated, and shall operate and maintain adequate directional signs in said space and in all other public and passenger spaces on the Airport. Trust's maintenance obligations shall be as set forth on Exhibit E.

ARTICLE 11. ALTERATIONS AND REPAIRS

11.01 Alterations by Airline

Airline shall not construct, install, remove, modify, and/or repair any of the Premises or other areas of the Airport hereunder without prior written approval or permit from the Director, such approval not to be unreasonably withheld, conditioned, or delayed but may be contingent upon approval of plans and specifications for the proposed project, obtaining any necessary permits, insurance from contractors, as well as other necessary conditions as determined by the Director. This includes, but is not limited to, alterations involving partitions or structural changes to building or premises, modifications, or additions to plumbing, electrical, or other utilities, floor coring, or any roof penetrations. In making such repairs or alterations, no waste shall be committed, or damage done to the property of Trust.

11.02 Repairs to Utilities

Any repairs to any utility servicing the Premises or to any electrical, mechanical, plumbing equipment, or to the heating and air conditioning system that are the Airline's responsibility pursuant to this Agreement shall be made by licensed tradesmen. All other repairs required of Airline shall be made by skilled craftsmen who perform such work regularly as a trade. Airline is required to obtain and pay for all inspection fee(s), permit(s), or license(s) required before making any repairs.

11.03 As-Built Drawings

Where any such alterations or construction have been made on buildings owned by Trust, Airline shall present to Trust within thirty (30) days following completion of the alterations or construction a complete set of "as-built" drawings including, but not necessarily limited to, plumbing and electrical systems. Airline shall keep the premises assigned hereunder free and clear of all liens in any way arising out of any construction, improvement, or use thereof by Airline.

11.04 Improvements

If Airline makes further alterations or improvements to the Premises, the use thereof shall be enjoyed by Airline during the remaining Term of this Agreement, but such alteration or improvements, if agreed by both parties, shall become the property of Trust upon the completion of the alteration or improvements (other than Personal Property and trade fixtures).

11.05 Form 7460-1

If applicable, Airline shall, at its sole initiative and cost, complete and file Form 7460-1, "Notice of Proposed Construction or Alteration" with the Department of Airports for the

Department of Airports' review and submittal to the FAA. The FAA's Air Spacing results must be received by the Airport prior to commencement of original construction, as well as to any subsequent alteration of the facilities during the Term or extension thereof. If the FAA indicates any impacts to the Airport or its operations, no construction or operations may begin or continue under this Agreement until the impact(s) are alleviated to the satisfaction of the Director of Airports.

ARTICLE 12. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

12.01 Definitions

For the purpose of this Article, the following definitions apply:

- A. "Airline Activities" shall mean all permitted activities and operations conducted by Airline or Airline Parties, directly and/or indirectly, on behalf of Airline that relates to or support Airline's Air Transportation Business at the Airport, as further described pursuant to Article 4.
- B. "Airline Parties" shall mean Airline's agents, representatives, employees, consultants, contractors, subcontractors, Affiliating Airlines, Third-Party Vendors, Fuel Contractors, subletters, or invitees, but excluding Airline's passengers.
- C. "Best Management Practices" shall mean those best management practices applicable and relevant to the Airline Activities, including but not limited to the best management practices identified for Airline Activities by federal, state, or local regulatory requirement, regulatory guidance documents, fact sheets, Oklahoma Department of Environmental Quality ("ODEQ") General Permit OKR05, any plan or policy in effect for the Airport, Federal Aviation Administration Circulars ("FAA ACs"), or other applicable industry guidance.
- D. "Contamination" shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- E. "Hazardous Material(s)" shall refer to all substances whose use, handling, treatment, storage, disposal, discharge, or transportation is governed, controlled, restricted, or regulated by Environmental Laws, or that have been defined, designated or listed by any responsible governmental authority with competent jurisdiction as being hazardous waste, hazardous substance, toxic, or radioactive, including those substances, materials, and wastes 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, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils, or governmental regulated substances or contaminants as defined or designated as hazardous, caustic,

corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, per- and poly-fluoroalkyl substances ("PFAS"), or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when generated, used, stored, handled, treated, discharged, distributed, disposed, or Released.

- F. "Environmental Law(s)" shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, and FAA ACs now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety, and/or the environment, and include but are not limited to: the Solid Waste Disposal Act ("SWDA"), 42 U.S.C. § 6901 *et seq.*, as amended, including, but not limited to, the Resources Conservation and Recovery Act ("RCRA") of 1976, Pub. Law No. 94-580, and the Hazardous and Solid Waste Amendments of 1984, Pub. Law No. 96-482; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act ("SARA") of 1986, Pub. Law No. 99-499; the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 *et seq.*; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 *et seq.*; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act ("SDWA"), 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. § 5101 *et seq.*; and the Occupational Safety and Health Act of 1970 ("OSHA"), 29 U.S.C. § 651 *et seq.*
- G. "Release(d)" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, and shall include a substantial likelihood of a Release that requires action to prevent or mitigate damage to the environment that may result from such Release.
- H. "SDS" shall mean Safety Data Sheets.

12.02 Hazardous Material

Airline hereby covenants not to permit or introduce or to allow any Airline Parties to permit or introduce any Hazardous Material(s), other than those specifically addressed below in Paragraph 12.02 (A) through (F), to be brought upon, used, kept, generated or stored in or about the Premises without the prior written consent of the Trust, by and through the Director, which consent shall not be unreasonably withheld as long as Airline demonstrates to the Director's reasonable satisfaction that such Hazardous Material is

necessary to Airline Activities hereunder and will be used, kept, generated, disposed, and stored in a manner that complies with all Environmental Law(s) regulating any such Hazardous Material(s). Provided, however, any allowed Hazardous Materials shall only be stored temporarily pending disposal and only in a manner utilizing Best Management Practices and in compliance with all Environmental Laws by Airline or Airline Parties. To the extent applicable, non-hazardous or Hazardous Materials, and hazardous or non-hazardous waste generated from Airline Activities on the Airport shall be managed consistent with Environmental Laws and FAA AC 150/5320-15A, or as the same may be subsequently amended or replaced, unless otherwise agreed to in writing by the Trust and except to the extent inconsistent with Environmental Laws. Airline shall maintain SDS for all Hazardous Materials. All drums, tanks, or containers that contain Hazardous Materials shall be properly labeled. If Airline breaches the obligations stated in this Article 12, or if the presence of Hazardous Material or chemicals that may become Hazardous Materials on or migrating from its Premises or use of the Airport is caused or permitted by Airline or Airline Parties and results in Contamination, or if Contamination occurs from Airline Activities on the Airport, then Airline shall be liable to Trust and the City for any and all damages and reasonable and actual costs of investigation, response, remediation, and restoration relating to or resulting therefrom pursuant to this Agreement as well as any applicable federal, state or other relevant authority. During any Term of this Agreement, Airline shall maintain and produce, upon written request by the Director, a record of the date, the approximate amount, and type of any Hazardous Material that is Released in reportable quantities onto or from the Premises.

A. Fuel and Fueling Activities

Airline may contract for into-plane fueling services provided said into-plane fuel contractor has first entered into an agreement with the Trust to provide said fueling services and is in material compliance with such agreement.

B. Grease, Oil, and Other Similar Materials

Airline and Airline Parties may only store grease, oil, and/or other similar materials on the Premises or Airport that are reasonably necessary for the operation and maintenance of aircraft and ground service equipment or Airline Activities, and then only when all uses, products, and waste generated from use of these products are managed in compliance with all applicable Environmental Laws. All grease, oil, and other similar materials shall be stored indoors to the extent reasonably practical. Airline and/or Airline Parties shall remove or cause the removal of, to the extent reasonably practicable but in all cases in accordance with Environmental Law, all Released or accumulated fuel, oil, grease, or other similar materials, other than *de minimis* quantities, on the Airport or its Premises that are the result of Airline Activities under this Agreement.

C. Cleaning Solvents and Degreasers

Airline and its Airline Parties may utilize cleaning supplies, cleaning solvents, and degreasers on the Premises that are reasonably necessary for Airline Activities herein so long as Airline and/or its Airline Parties manages all uses, products, and

waste generated from the use of these products in compliance with all applicable Environmental Laws. Chlorinated solvents, PFAS substances listed or regulated by Environmental Law, and any compounds and/or products intentionally containing or related thereto and disclosed to Airline or Airline Parties by the product manufacturer, are prohibited unless disclosed and approved in writing by the Director. Airline and Airline Parties shall be obligated to make reasonable inquiry regarding the chemical composition of products used on the Premises.

D. Pavement: Deicing or Anti-icing Activities

Airline and its Third-Party Vendor(s) may only perform pavement deicing or anti-icing utilizing deicing chemicals/products that are acetate-based. The use of other chemicals/products, such as those that are glycol or urea-based, shall not be utilized unless the type and amount of said chemicals/products are pre-approved in writing by the Director. All pavement deicing or anti-icing shall be in compliance with the Airport's Stormwater Pollution Prevention Plan, Snow and Ice Control Plan (if applicable), the Airport's rules, policies, and procedures, FAA ACs, Best Management Practices, and applicable state, local, or federal laws or regulations.

E. Aircraft: Deicing or Anti-icing Activities

Deicing or anti-icing of aircraft shall be in compliance with FAA and EPA recommended chemicals and in compliance with any rule, regulation, or policy of the Airport or as otherwise required by applicable state, local, or federal laws and regulations. Urea-based chemicals/products shall not be utilized unless the type and amount of said chemicals/product are pre-approved in writing by the Director. Deicing shall only be performed on aircraft in the areas designated by the Director for such activities and in accordance with any applicable rules, policies, and procedures of the Airport as the same may be amended from time to time. The Airline shall notify the Director of the types and amount of any aircraft deicing materials stored on the Premises. All storage of such chemicals/products shall include protection from collision, weather, and secondary containment and only when Airline has a written agreement with the Trust for such storage. In accordance with ODEQ Multi-Sector General Permit OKR05 and during deicing months, if Airline or its Third-Party Vendor or FBO uses any deicing chemicals on the Airport for Airline or its Affiliating Companies, Airline shall maintain a record, including any SDS, of the type, amounts, and location(s) of deicing chemicals used. The Airline shall also report monthly from October through March on Airline's Monthly Report the type(s) of deicing chemicals and the monthly quantities used, transferred, and/or dispensed to other airlines or parties, either as measured, by metering, or by best estimates. To the extent Airline dispenses or transfers deicing chemicals to other airlines or parties, such Monthly Report shall identify the dispensee/transferee airline(s), in addition to the volume and type of deicing chemicals dispensed/transferred.

F. Cargo Operations

Trust acknowledges that Airline and Airline Parties may receive and store Hazardous Materials through its normal cargo and freight operations on the Premises or at the Airport. Such Hazardous Materials shall only be stored pending

further shipment, and Airline shall maintain SDS, manifests, bills of lading, etc., for all such shipments when required by applicable Environmental Laws or other laws and regulations regarding such shipment and storage. The handling and storage of Hazardous Materials shall comply with all applicable Environmental Laws or other laws and regulations regarding such shipments and operations.

12.03 Compliance with Environmental Law(s), Regulations, and Permits

Airline or Airline Parties shall conduct all Airline Activities: (a) in compliance with the Environmental Laws, the environmental provisions of this Agreement, the Trust's rules, policies, regulations, Airport's SWPPP, and any other applicable laws and regulations; (b) in cooperation with the Trust in the Trust's efforts to comply with applicable Environmental Laws; and (c) in accordance with Best Management Practices applicable to the Airline's and/or Airline Parties' use of its Premises and the Airport. In the event of a conflict between any provisions of this Agreement and any Environmental Laws, the more stringent provisions shall govern. Airline and Airline Parties shall obtain any and all applicable and required permits, coverages, approvals, or licenses necessary for the discharge or runoff of stormwater associated with the use of the Premises or the Airport for Airline Activities, including obtaining coverage or a no exposure certificate from ODEQ under ODEQ Multi-Sector General Permit OKR05, to the extent required under applicable Environmental Laws. Airline and Airline Parties shall conduct all Airline Activities in compliance with ODEQ Multi-Sector General Permit OKR05, Oklahoma City Storm Water Quality Management permit, as applicable, or any other applicable rules, regulations, permits, authorizations, or approvals of, with, or from any regulatory agency of competent jurisdiction, and the Airport's SWPPP. Any request for a no exposure certificate or notice of termination for Airline Activities on the Airport under ODEQ Multi-Sector General Permit OKR05 shall be communicated in advance to the Director. Unless otherwise required, or upon written request, Airline and Airline Parties shall provide all documentation to the Director evidencing compliance with applicable federal, state, and local industrial stormwater regulations and requirements, and any other applicable environmental regulatory program including, but not limited to, all applicable permits, authorizations, approvals, certifications of no exposure, notices, correspondence, submissions, inspection reports, monitoring reports, and spill reports. Airline and/or Airline Parties shall include the Director in all communications the Airline or anyone on its behalf has with any state or local environmental regulatory entity regarding any alleged Airline non-compliance with applicable federal, state, and local environmental regulations regarding the Premises or the Airport.

12.04 Hazardous Materials Release

Without limiting the foregoing, if Airline or Airline Parties should in any manner Release Hazardous Materials upon the Terminal Apron, Airfield Area, Airport, or Premises in reportable quantities, Airline or Airline Parties shall be strictly, jointly, and severally liable to the Trust and shall incur and assume all liability pursuant to Environmental Laws. Airline or Airline Parties shall respond to the Hazardous Materials Release in compliance with all Environmental Laws including any required reporting as well as prompt removal of such Hazardous Materials and any resulting Hazardous Materials Contamination with

agency oversight, as required by Environmental Laws. Notwithstanding any other provisions regarding assignment and subletting of this Agreement and in the event of assignment of the Agreement or subletting of any portion of the Premises covered by this Agreement, then both the Assignee/Assignor or the subletter shall be jointly and severally responsible to fully comply with this Article 12 whether such Hazardous Materials Release or Contamination occurs before, during, or after such assignment or subletting of the Premises or use of the Airport by the Assignee/Assignor or the subletter.

A. Immediate Response

After notifying 9-1-1 Airline shall immediately notify Airport Operations Center at 405-316-3300 of any Release of Hazardous Material(s) in a reportable quantity as such Release is known to Airline or Airline Party. Airline or Airline Parties shall immediately respond to such Release in order to contain, remove, recover, clean, and dispose as necessary, and shall remove, to the extent reasonably practicable but in all cases in compliance with Environmental Law, all Released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by or related to Airline Activities. In the event of a Release of Hazardous Material in a reportable quantity, Airline shall timely complete all required reporting obligations, including to the regulatory agency or agencies with jurisdiction over the Hazardous Material Release.

B. Mitigation and Remediation

Airline shall promptly undertake, at Airline's sole expense, or cause its Airline Parties to undertake, all actions necessary to ensure that any violation of Environmental Laws or violation of the environmental provisions of this Agreement, or any Release of Hazardous Material or Contamination by Airline or Airline Parties is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a no further action determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material Release and/or the Contamination. As a basis for obtaining a no further action determination, Airline may not rely on any limiting condition or restricted use of the Trust's property unless such conditional or restricted use has been approved in writing by the Trust in Trust's sole and exclusive discretion, prior to the regulatory agency's approval. The Premises and Airport shall be reasonably returned to the condition existing prior to the Release of any such Hazardous Material or as otherwise agreed to by the Trust in its sole and exclusive discretion.

Prior to proposing any limiting condition or restricted use as the basis for corrective action or remediation proposal to a regulatory agency, Airline shall seek the Trust's approval of corrective action or remediation using a risk based corrective action approach to achieve a no further action or equivalent determination of completion. Should the Trust approve such an alternative risk-based approach in the sole and exclusive discretion of the Trust, then the Airline agrees that it shall remain liable for, and indemnify and hold harmless Trust from, any environmental costs and liabilities the Trust may incur in relation to any residual contamination and residing on Trust property after Airline has completed such a risk-based corrective action,

which liability and indemnification shall survive the termination of this Agreement without limitation pursuant to Paragraph 12.05 below.

With respect to risk-based cleanup and subject to Airline's continuing obligation to indemnify Trust for any Hazardous Materials on the Premises, the Trust agrees to reasonably approve cleanup criteria and investigation, monitoring, and remediation activities that comply with Environmental Laws and are consistent with both current uses of the Premises as well as the Trust's future development plans.

C. Trust's Rights of Notice, Review and Comment

Airline shall provide the Trust advance draft(s) of all proposed workplans, reports, submissions, correspondence, approvals, and the like relating to response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the Trust reasonable time of not less than thirty (30) days to submit comment and to provide Trust's approvals for any proposed risk-based remediation approaches prior to their submission to the regulatory agencies. Within thirty (30) days following completion of any response, remediation, or restoration action required by this Agreement or the Environmental Laws, Airline shall provide the Trust with a written report outlining, in detail, actions taken, and milestones achieved, including full and complete copies of all documentation relating to same.

12.05 Environmental Indemnification

In addition to all other indemnities provided in this Agreement, Airline agrees to defend, indemnify, and hold the Trust and the City free and harmless from and against any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including expert and consulting fees and costs, reasonable attorneys' fees and costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, Release of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials or violations of the Environmental Laws on the Premises, the subsurface or the migration of any Hazardous Material from the Premises to other properties or into the surrounding environment, in each case caused or contributed to by Airline Activities or those by Airline Parties whether or not: (a) made, commenced, or incurred during the Term; or (b) made, commenced, or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Airline's obligation to indemnify and defend the Trust and City pursuant to this Paragraph shall not apply with respect to either: (a) any Hazardous Material Released by the Trust, its Trustees, officers, agents and employees; (b) any Hazardous Material demonstrated to have been Released by a third-party's activities unrelated to Airline Activities; or (c) any Hazardous Material (for which Airline is not otherwise responsible) clearly demonstrated to have: (a) existed prior to this Agreement or be migrating onto the Premises from some other location, and (b) through no action, inaction, or fault of Airline.

12.06 Remedies not Exclusive

No remedy provided herein shall be exclusive. The Trust shall be entitled to any and all

remedies at law or in equity, including without limitation, full reimbursement from Airline whenever the Trust incurs any costs or experiences any reasonable quantifiable loss, liability, or damage resulting from Airline's use, generation, or Release of Hazardous Materials on the Premises, including but not limited to, costs of investigation, clean-up, or other remedial activities, fines or penalties assessed directly against the Trust, injuries to third persons or other properties, even if any such loss, liability, or damage occurs after the expiration or earlier termination of the Agreement.

12.07 Environmental Reporting and Permitting

To the extent applicable, Airline, or its Airline Parties, shall make available to the Trust upon reasonable written request to Airline copies of all SDS for all Hazardous Materials used or stored on the Premises or elsewhere on the Airport. To the extent applicable, Airline shall provide the Trust with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any plan, report, or notice Airline maintains on the Premises or Airport, or receives from, or provides to, any governmental unit or agency in connection with Airline's use, generation or management of Hazardous Materials or the presence, or possible presence, of any Hazardous Materials or Contamination in, on, about, from, or adjacent to the Premises.

12.08 Violation of Environmental Laws

Airline and its Airline Parties shall conduct all Airline Activities in compliance with Environmental Law and in accordance with Best Management Practices. If Airline or Airline Parties cause or contribute to a violation of any Environmental Laws concerning the presence, use, generation, storage, disposal, or other management of Hazardous Materials, Airline shall promptly take such actions as are necessary to mitigate and correct the violation. If Airline does not act in a prudent and prompt manner, the Trust reserves the right, but not the obligation, to enter the Premises, to act in place of the Airline (Airline hereby appoints the Trust as its agent for such purposes), and to take such action as the Trust deems necessary to ensure compliance or to mitigate any violation. If the Trust has a reasonable belief that Airline is in violation of any Environmental Laws, or that Airline's actions or inactions present a threat of violation or a threat of damage to the Premises, human health, safety, and/or the environment, the Trust reserves the right, but not the obligation, to enter the Premises and take such corrective or mitigating action as the Trust deems necessary. All reasonable and necessary costs and expenses incurred by the Trust in connection with any such actions shall become immediately due and payable by Airline upon presentation of an invoice therefor. Interest shall accrue on all unpaid sums at the rate of one and one-half (1.5%) percent per month.

ARTICLE 13. TRUST RESERVED RIGHTS

13.01 Right to Enter

Trust, through its duly authorized agent, shall have at any and all times after prior reasonable notice, the full and unrestricted right to enter the 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; provided that Trust agrees, to the extent practicable, to exercise such right in a manner to reasonably avoid or minimize any adverse effect on Airline's use of the Premises and to provide prior reasonable notice, such

as email notice to the local station manager, prior to entering any of Airline's Exclusive Use Space. Nothing herein shall prohibit the Trust from entering any Preferential Use Space, Joint Use Space or any public area of the Airport at any time.

13.02 Advertising Displays and Revenue Generating Devices

Trust reserves the right to place advertising displays and revenue generating devices in all areas of the Airport that are visible to the public, excluding the Exclusive Use Space and Preferential Use Space assigned to Airline. Notwithstanding the foregoing, Trust may install advertising on the stainless-steel columns in the Holdroom areas that are adjacent to the public concourse area. Provided, however, that such installations shall not unreasonably interfere with Airline's operations authorized hereunder. Trust shall be entitled to all income generated by such advertising displays and revenue generating devices and to reasonable access upon Airline's Premises upon prior written notice, to install or service such displays and devices, so long as such Trust's interference with the operations of Airline shall be minimized as is reasonably practicable and shall not materially affect such operations.

13.03 Licensing or Permit for Personal Vehicles

Trust reserves the right to establish a licensing or permit procedure for personal vehicles and Airline vehicles requiring access to the Airport's air operations area and to levy a reasonable and non-discriminatory regulatory or administrative charge for issuance of such Airport access license or permit. Airline shall pay such charges with regard to its own personnel or vehicles and shall, at the request of Trust, cooperate in the collection of such charges with regard to any personnel or vehicles used by its suppliers.

13.04 Airport Development Reservation

Subject to the terms and conditions hereof, Trust reserves the right to further develop or improve the Airfield Area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Airline from erecting or permitting to be erected, any structure or equipment on the Airport which, in the opinion of Trust, would limit the usefulness of the Airport or constitute a hazard to aircraft. In this regard, the Director will communicate or cause to be communicated with Airline's local station manager and property representative, the Airport's development and improvement plans and projects that the Airport believes may impact Airline's operations.

13.05 War or National Emergency

During time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof 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 rates hereunder shall be abated.

13.06 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Trust and the

United States, relative to the operation and 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 Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on Trust by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Airline shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of Trust.

ARTICLE 14. NONINTERFERENCE WITH OPERATION OF AIRPORT

Airline will not use or permit the 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 or obstruction.

Without limiting Airline's rights set forth elsewhere in this Agreement, Airline shall not interfere or permit interference with the development, improvement, use, operation, or maintenance of the Airport, including but not limited to the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport. In the event this covenant is breached, Trust shall provide Airline thirty (30) days' written notice to cure such interference. Said thirty (30) day notice shall not be required when an interference poses a safety or operational issue for the Airport, but to the extent it is reasonably possible to give some notice to Airline, Trust shall provide advance notice and time for Airline to correct. If such interference is not corrected within the notice and cure period or the interference is a safety or operational issue, Trust reserves the right to enter the Premises and cause the abatement of such interference at the expense of Airline.

ARTICLE 15. UTILITY SERVICES

Trust, at its cost, shall provide and supply adequate heat, air conditioning, natural gas, water, sewage, electrical, and custodial service for the public and passenger space and for Airline's Exclusive Use Space and Preferential Use Space in the Terminal in consideration for the fees and charges to be paid pursuant to the provisions of Article 5 herein and as set forth in Exhibit F-1. Trust shall be responsible for furnishing electricity, to the Passenger Boarding Bridge(s) assigned to Airline. Airline shall reimburse Trust for the cost of the electricity, without markup, used for each of Airline's Passenger Boarding Bridge(s) upon receipt of an invoice for the same pursuant to Articles 5 and 6.

ARTICLE 16. PERSONS AND PROPERTY ON PREMISES AT RISK OF AIRLINE

All persons and property of every kind which Airline causes or permits to be on Airline's Premises during the Term hereof, excluding the persons and property of other CPACs that are granted the right by Trust to utilize Airline's Premises (including New Service providers, as set forth in Paragraph 2.02), shall be at the sole risk of Airline or those claiming under it, and Trust shall not be liable to Airline, or any person whatsoever for any injury, loss, or damage to any persons or property in or upon said Premises, except to the extent caused by the Trust's or the City's or each of their agents', contractors' (of any tier), representatives' or invitees' negligence or intentional

misconduct. Airline 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 Trust and the City harmless therefrom. Trust shall not be liable for acts of injury or damage that may arise to persons or property on said Premises, or that may occur during Airline's tenancy or occupancy thereof. Notwithstanding the foregoing, Airline shall not be responsible for injury or damage that may arise from either (a) Trust's or the City's own negligence or willful misconduct or (b) other CPACs' (including New Service providers') own negligence or willful misconduct.

ARTICLE 17. TAXES

17.01 Payment of Taxes

To the extent any taxes are assessed pursuant to applicable law or any assessment is not subject to Trust's exempt status, Airline agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed for taxes arising during the Term of this Agreement: (a) upon property owned or possessed by Airline and situated on the Premises; or (b) upon Airline's interest in or use of the Premises. Airline shall defend, indemnify and save Trust and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments. Notwithstanding the foregoing, Airline may contest or protest any such taxes to the taxing authority.

17.02 Depreciation and Investment Credit

Neither Airline nor any successor of Airline under this Agreement may claim depreciation or an investment credit under the Internal Revenue Code of 1986, as amended ("IRS Code"), with respect to Trust-owned improvements in the Premises, the Terminal, or other assigned facilities. Airline represents as an irrevocable election under Section 142(b)(1)(B) of the IRS Code that it will not claim depreciation or an investment credit with respect to such Trust-owned improvements in the Premises, the Terminal, or other assigned facilities. Trust acknowledges this representation and election as part of its Records.

ARTICLE 18. MISCELLANEOUS COVENANTS

18.01 Compliance with Laws, Rules and Regulations

Airline shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local laws, policies, administrative regulations, and standard rules applicable to Airline or Trust for the intended use of the Premises, including by way of example, but not of limitation, all rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport.

18.02 Noise or Sound Shock Waves

Airline hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against Trust or the City for any kind of damages which result from noise, vibration, or sound shock waves due to aircraft use of the Airport's facilities.

18.03 Wireless Network

Airline shall not install, maintain, or operate, or grant to any third-party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless communications

equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, data cabling, or other similar related equipment or systems (collectively "Communications Equipment") that are likely to cause or be used to create electrical interference with communication between the Airport, the control tower, and any aircraft; make it difficult for pilots to distinguish between Airport lights and others; impair visibility in the vicinity of the Airport; endanger the landing, take off or maneuvering of aircraft; or interfere with security systems or the services provided by any Airport communications.

Airline must first obtain written approval of the Director, such approval being at the sole but reasonable discretion of the Director before installing any Communications Equipment. No Communications Equipment shall be installed on the Airport unless it is labeled with the Airline's name and the Communications Equipment (including any related pathway) is approved in advance by the Director or Airport's IT Manager. Any Communications Equipment shall be removed by the Airline at the expiration or termination of this Agreement. In the event that any of Airline's Communication Equipment should create an Airport Interference or violate this Paragraph at any time, Airline shall disable such system immediately upon notification from the Director and collaboratively work with Trust's staff to resolve any conflicts before such Communications Equipment may resume operations. In the event the Airline fails to remove Communication Equipment when requested or at the expiration or termination of the Agreement and the Airport removes such equipment, the Airline shall pay the Trust's expenses for the removal plus an additional 10% administrative fee.

Should Airline be permitted to use such Communications Equipment or systems, then such use is pursuant to the following:

A. Restricted to Premises

Airline's wireless communication system and/or related Communications Equipment shall be installed and operated within the Premises only, and at no other location on or about the Airport, unless otherwise agreed between the parties or as set forth in Paragraph 4.06 F.

B. No Use by Third Parties

Airline shall not solicit, suffer, or permit other airlines (except Airline's Affiliating Companies), tenants, occupants, or passengers of the Airport to use Airline's network or any other communications service, including, without limitation, any wired or wireless internet service that passes through, is transmitted through, or emanates from the Premises, except for wireless internet services provided at an Airline Passenger lounge(s).

C. Interference

Airline agrees that Airline's network and any other Communications Equipment and the Communications Equipment of Airline's service providers and contractors located on the Premises or installed on the Airport to service the Premises including, without limitation, any antennas, switches, or other equipment (collectively, "Airline's Communications Equipment") shall be of a type and, if

applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Trust, other CPACs, tenants, occupants, visitors, passengers, or any other party. If Airline's Communications Equipment causes any such interference, upon receipt of notice from Trust of such interference, Airline will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within twenty-four (24) hours (or a shorter period if Trust believes a shorter period to be appropriate) then, upon request from Trust, Airline shall shut down Airline's Communications Equipment pending resolution of the interference, except for intermittent testing upon prior notice to and with the approval of Trust.

D. Non-Exclusivity

Airline acknowledges that Trust has granted and/or may grant licenses, and other rights to various other tenants and occupants of the Airport and to telecommunications service providers for the installation of a Wi-Fi network and related equipment at the Airport.

18.04 Wildlife

Airline shall not use or permit the use of the Premises or the Airport in a manner that attracts birds and other wildlife, or which may pose a hazard to aircraft. Airline shall not use plants or live materials on the Airport which attract wildlife as identified by the USDA (see Wildlife Mitigation and Best Practices reference document at flyokc.com).

ARTICLE 19. INDEMNITY AND INSURANCE

19.01 Indemnity

Except as otherwise provided in Article 12, Airline hereby agrees to release, defend, indemnify, and save harmless the Trust and the City, and their officers, and employees from and against any and all loss of or damage to property, injuries to or death of any person(s), or all claims, damages, suits, costs, expense, reasonable attorney fees, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) of any kind or nature whatsoever in all matters resulting from, or arising out of: (a) Airline's, or its Third-Party Vendor, Fuel Contractor, or other subcontractor's acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement; or (b) Airline's use and occupancy of any portion of the Airport in connection with its operations hereunder, and including, without limiting the generality of the foregoing, acts and omissions of Airline's officers, employees, representatives, suppliers, contractors, subcontractors, and agents. Provided, however, Airline shall not be required to release, defend, indemnify, or save harmless the Trust or the City, or their officers, and employees for any loss, damage, claims, suits, cost, expense, or actions resulting from, or arising out of the negligence or willful misconduct of the Trust, City, or their officers, employees, agents, or contractors. The parties covenant to give each other prompt notice of any claims impacting the other party or related to this Agreement. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

19.02 Insurance

Airline shall purchase, or cause to be purchased, and maintain in effect throughout the Term of this Agreement with insurance carriers or risk retention groups having an AM Best rating of A-VII or better, or equivalent rating from a comparable and reputable rating service, who are authorized to do business in the State of Oklahoma, any insurance required by this subparagraph or an equivalent thereto. The insurance and additional insured coverage requirements contained in this Agreement are considered minimum required coverage amounts and Airline may elect greater coverage limits than what is specified in this Agreement or as may be required by law. If a policy is written in a "claims-made" form, Airline shall also provide tail coverage that extends a minimum of two (2) years from the expiration of this Agreement.

A. Workers' Compensation and Employer's Liability Insurance

Airline shall maintain in effect throughout the Term of the Agreement, Workers' Compensation Insurance in the amount as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount of no less than \$1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance

Airline shall maintain in effect throughout the Term of this Agreement, Commercial General Liability Insurance, which must include coverage for aviation exposure and contractual liability, to protect the Airline and any additional insured parties from claims for bodily injury, including injury or death, property damage, or loss that may arise from operations of Airline under the Agreement whether such operations are by the Airline's employees, any subcontractor, or by anyone employed by or acting for the benefit of the Airline in conjunction with this Agreement. Airline shall have coverage in an amount of not less than \$10,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence for non-passengers and premises operations liability. Commercial General Liability Insurance may be covered under Airline's Aviation Liability Insurance policy.

C. Automobile Liability Insurance

Airline shall maintain in effect throughout the Term of this Agreement automobile liability insurance covering any owned, leased, hired, or other non-owned vehicles to be utilized by Airline in the amount of \$10,000,000 for each accident when operating on the Airfield Area and \$500,000 for each accident when operating outside of the Airfield Area. Automobile Liability Insurance may be covered under Airline's Aviation Liability Insurance policy.

D. Airline or Aviation Liability Insurance

Airline shall maintain in effect throughout the Term of this Agreement aircraft liability insurance, including contractual liability, covering all owned, leased, and/or operated aircraft including aircraft in which Airline owns a fractional share with a minimum combined single limit of \$25,000,000 for coverage per occurrence or accident for bodily injury and property damage for passengers and \$10,000,000 covering for personal injury to non-passengers.

E. Property Insurance

The Trust will purchase property insurance covering loss or damage caused by wind, hail, fire, flood, earthquake, and such other similar perils and hazards and including boiler and machinery coverage for all buildings and structures owned by the Trust on the Airport, including the Terminal. The Trust's property insurance does not insure Airline's or any of its subcontractors or Third-Party Vendor's contents, Personal Property, furniture, fixtures, equipment, materials, or other property even if a property loss is the result of a loss covered by Trust's property insurance. Airline is responsible for any insurance coverage for property or other loss or damage to Airline's Personal Property, stock, business income, business interruption, rents, furniture, fixtures, records, equipment, materials, improvements and betterments, or other property located inside the Terminal or on the Airport.

19.03 Deductibles or Self- Insurance Retentions

Any deductibles or self-insurance retention of the Airline for any of the insurance coverage required in this Article are the sole obligation of the Airline and may not exceed that which is commercially reasonable for an Airline of similar size, net worth, and number of operations at the Airport. The Director reserves the right, on behalf of the Trust, to require Airline to provide sufficient proof that Airline has the financial capacity and solvency to satisfy any elected self-insurance retention, to provide a financial guaranty to satisfy any deductible or retained self-insurance, or to reduce such deductible or self-insurance retention in the event sufficient financial capacity is not provided.

Airline's failure to assume and pay any claim or loss falling within any such deductible or self-insured retention will constitute a material breach and may result in Trust's immediate termination of this Agreement and/or immediate suspension of Airline's use of the Premises. The Airline must ensure first dollar of loss coverage to the Trust and City for any payment of a loss or claim or their related investigation, claim administration, and defense expenses arising from Airline's liability that fall within the deductible or self-insurance retention amounts.

19.04 Certificate of Insurance

Current Certificate(s) of Insurance shall be submitted to Trust prior to the Effective Date of this Agreement and maintained throughout the Term of this Agreement. The Certificate(s) of Insurance must include all the lines(s) of insurance, name of insurance companies, policy number(s), amount of any deductible if required by applicable law, any coverage limits as required in this Agreement, listing all additional insured parties, and any required contractual liability coverage as required within Paragraph 19.02. The Certificate of Insurance must be signed by the Authorized Representatives of the insurance company and the signatory must be an authorized representative thereof.

19.05 Additional Insured

Except for Workers' Compensation and Employer's Liability Insurance, the Certificates of Insurance shall name Airline as insured and the Oklahoma City Airport Trust and the City of Oklahoma City as additional insured on all liability policies (equivalent to coverage provided to the Airline as a named insured).

19.06 Subordination and Subrogation

Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to any coverage of Airline and Airline's coverage shall at all times provide and state that it shall be the primary coverage. Airline waives and will contractually require its Third-Party Vendor and Affiliating Companies to waive right of subrogation or claims of contribution by the Trust or the City.

19.07 Notice of Cancellation

Airline must provide the Trust and the City thirty (30) days prior written notice of any cancellation, non-renewal, or material coverage change in Airline's policies or to have such an endorsement made to each policy should the policy provide a different notice period for any additional insured. In the event of cancellation due to war or nuclear incident, Airline must provide the Trust and the City at least seven (7) days prior written notice of cancellation, non-renewal or material coverage change in Airline's policies or to have such an endorsement made to each policy.

19.08 Inspection of Policy

In the event of a claim related to the Airline's operations at or from the Airport and the Trust or City is a named party in such action, then the Trust and the City each reserves the right to inspect, in accordance with the terms of this section, on a timely basis complete copy of any insurance policies required in this Article 19 that name the City or Trust as an additional insured or if the Trust or City was required to be an additional insured hereunder and Airline failed to include the Trust or City as an additional insured.

Airline agrees to allow the Trust and City to inspect, at Airline's headquarters, any insurance policies required of Airline under this Agreement upon reasonable notice to Airline; provided, however, that an Airline representative shall have the right to be present at such inspection. Airline shall be responsible for any costs and expenses incurred by the Trust or City's employees, contractors, or representatives for all travel to and from Airline's headquarters related to an inspection of Airline's insurance policies. Alternatively, and without cost to the Airline, Airline may elect to produce the policies for inspection at the Airport.

Airline acknowledges that records received and maintained by the Trust or City are subject to the mandates of the Oklahoma Open Records Act, 51 O.S. §24A.1 *et seq.* Any records obtained by the Trust or City pursuant to this Article that the Airline believes are confidential shall be marked by Airline as "Confidential" before producing to the Trust or the City. Upon receipt of a request by a third party for the Trust or City to produce, review, or copy records marked by Airline as "Confidential," Airline will be notified of the request and given an opportunity to protect any claims it may assert to their confidentiality by initiating an action in a court of competent jurisdiction. Should Airline fail to timely bring an action to enforce its rights, then the requested records will be released by the Trust or City based upon its determination of the application of the Oklahoma Open Records Act. Airline shall be responsible to release, indemnify, or hold harmless the Trust and the City arising out of Airline's claim of confidentiality pursuant to this paragraph including, but not limited to, any attorney's fees, fines, cost, or damages of any nature.

19.09 Contractual Liability

In the event the Certificate of Insurance does not delineate coverage for Airline's contractual liabilities or the Airline's insurance policy does not provide sufficient coverage for the Airline's contractual obligations contained in this Agreement, Airline agrees that Airline's obligations to the Trust is not diminished by the Airline's elected insurance provisions. Applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement.

19.10 Failure to Maintain Insurance or Valid Certificate of Insurance

If Airline fails to maintain coverage, its certificate of insurance expires, or there is a lapse in any insurance coverage as required by this Article, the Director's insurance designee may assess Airline a \$100 per day administrative fee until such correction or sufficient proof of coverage consistent with this Article has been provided to the Director's insurance designee. Before assessing any administrative fees, Airline will be provided thirty (30) days written notice to make such correction to avoid the administrative fee.

19.11 Umbrella Coverage

In the event Airline relies on excess or umbrella insurance to satisfy the requirement of this Article, any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of the underlying policy without interruption, and shall include a dropdown provision with no gap in policy limits.

19.12 Subcontractors, Affiliating Companies, and Third-Party Vendors

Airline shall require and verify that all subcontractors, Affiliating Companies, and Third-Party Vendors maintain insurance meeting all the requirements stated in this Article, as applicable for the type of operations and work being conducted. Airline shall require that any subcontractors, Affiliating Companies, and Third-Party Vendors include The City of Oklahoma City and the Oklahoma City Airport Trust as additional insureds on any subcontractor, Affiliating Companies, and Third-Party liability insurance policies.

ARTICLE 20. SECURITY FOR PAYMENT

Unless Airline has provided regularly scheduled passenger flights to and from the Airport during the thirty-six (36) months prior to the Effective Date of this Agreement without the occurrence of any Event of Default or cancellation by Trust of this Agreement (in which event no security shall be owed), Airline shall provide Trust with Contract Security at the Effective Date of this Agreement to guarantee the faithful performance of Airline of its obligations under this Agreement and the payment of all fees and charges due hereunder. Airline shall be obligated to maintain its Contract Security in effect until the expiration of thirty-six (36) consecutive months during which Airline commits no Event of Default enumerated in Article 22. Such Contract Security shall be in a form and with a company reasonably acceptable to Trust. If any such Contract Security shall be for a period less than the full period required by this Article 20 or if the Contract Security shall be cancelled, Airline shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

Upon the occurrence of any Airline act or omission that is an Event of Default enumerated in Article 22 or upon Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be amended, supplemented, or replaced, Trust, by written notice to Airline by and through the Director of Airports given at any time within ninety (90) days of the date such event becomes known to Trust, may impose or reimpose the Contract Security requirements on Airline. In such event, Airline shall provide Trust with the required Contract Security within thirty (30) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of the lesser of thirty-six (36) months during which Airline commits no additional event enumerated in Article 22 and the expiration or earlier termination of this Agreement.

If Airline shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate termination of this Agreement by Trust. Trust's rights under this Article shall be in addition to all other rights and remedies provided to Trust under this Agreement.

Trust shall promptly return the Contract Security or any remaining Contract Security, as applicable, to Airline upon termination or expiration of this Agreement provided there is no Event of Default, or any monies otherwise owed to Trust.

ARTICLE 21. DAMAGE OR DESTRUCTION OF PREMISES

21.01 Partial Damage

If any building of Trust in which Airline occupies assigned space hereunder shall be partially damaged by fire, elements, public enemy, vandalism, or other insured casualty, but not rendered untenable, the same shall be repaired with due diligence by Trust to the extent of any available casualty insurance proceeds and rent shall be paid by Airline as agreed upon by this Agreement.

21.02 Substantial Damage

If the majority of Airline's Premises for its operations are rendered untenable or unusable because of substantial damage or destruction of the Premises by fire, elements, public enemy, vandalism, or other insured casualty but capable of being repaired, as reasonably determined by Trust, the same shall be repaired to usable condition with due diligence to the extent of any available casualty insurance proceeds. There shall be a reasonable and proportionate abatement of the fees and charges provided for herein during the period that the same are so untenable or unusable by Airline. Provided however, if said damage is caused by the negligent or willful acts of Airline or its employees, Affiliating Companies, contractors, or Third-Party Vendors, then there shall be no abatement of any fees and charges.

21.03 Destruction

If any part of Airline's Premises, or adjacent facilities directly and substantially affecting the use of Airline's Premises, shall be so extensively damaged by acts of God, fire or other casualty as to render that portion of said Premises incapable of being repaired or there are insufficient funding sources available to reasonably repair the Premises, as reasonably determined by the Director, then the Director shall notify Airline within a period of sixty

(60) days after the date of the occurrence of such damage of the decision whether to reconstruct or replace said space; provided, however, neither the Director nor Trust shall be under any obligation to replace or reconstruct such space. If Trust elects to replace or reconstruct, Trust shall only be responsible for the cost and expense to replace or reconstruct to the extent of any available casualty insurance proceeds. During any such reconstruction, Airline shall be responsible for the payment of any fees and charges in this Agreement for any such part of the Premises or Airport that Airline continues to use. If Trust elects not to replace or reconstruct the space or Premises, the rates and fees payable hereunder with respect to affected Airline Premises shall be paid up to the time of the occurrence of such damage and this Agreement shall terminate, unless the parties are able to agree upon an adjustment to be made to Airline's Premises that will enable Airline to continue operating its Air Transportation Business at the Airport.

21.04 Insurance Proceeds

Nothing in this Paragraph will require Trust to incur costs beyond the proceeds of insurance for the repair or replacement of any of its own property, regardless of fault. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to Trust because of such damage or destruction, Trust will consult with Airline prior to repair or replacement of the Premises, and Trust will have the option of either terminating this Agreement or funding the amount of such additional costs to repair, replace or rebuild.

ARTICLE 22. TERMINATION BY TRUST OR AIRLINE

22.01 Termination by Trust

Trust, at its option, may terminate this Agreement on the occurrence of any one or more of the following events, herein referred to as "Event of Default," which remain uncured after notice and opportunity to cure as provided in Paragraph 22.02 below, and may exercise all rights of entry and re-entry on the Premises, and all other rights and privileges granted Airline herein shall terminate:

- A. If the rates, fees, or other money that Airline herein agrees to pay to Trust, or any part thereof, shall be unpaid when due;
- B. If Airline abandons and ceases to use the Premises for a period of sixty (60) days at any one time, except when prevented by fire, earthquake, wars, strikes, labor difficulties, or other calamity or circumstances beyond its control;
- C. If Airline files a voluntary petition in bankruptcy or makes a general assignment for the benefit of creditors, or if Airline is adjudicated as bankrupt;
- D. The taking of jurisdiction of Airline or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any Federal reorganization act;
- E. The appointment of a receiver or a trustee of Airline's assets by a court of competent jurisdiction or a voluntary agreement with Airline's creditors and the same is not removed in ninety (90) days;

- F. If Airline discontinues air transportation to the Airport because of Airline's filing of a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy law or under any other statute of the United States or any state hereof, or being adjudged bankrupt, Airline shall be deemed to have forfeited its assigned space;
- G. If any act by Airline occurs that deprives Airline of the rights, powers, and privileges necessary for the proper conduct and operation of its Air Transportation Business or Airline loses its certificate(s) with FAA to operate as a CPAC;
- H. If Airline does not assume the Departure Gate when it becomes available, as set forth in Paragraph 2.06; or
- I. If any term or condition of this Agreement is breached or not kept by Airline.

22.02 Cure Period for Breach of Event of Default

If the Event of Default shall be for monetary reasons described in Paragraph 22.01(A), then Trust, by and through the Director, shall provide Airline thirty (30) days' written notice of the Event of Default for Airline to cure the same. If the Event of Default is an event as described Paragraph 22.01(B) through (I), then Trust, by and through the Director, shall provide Airline sixty (60) days' written notice of the Event of Default in which Airline is afforded the opportunity to cure such breach or Event of Default during this cure period. If Airline does not cure the Event of Default during the applicable cure period, then the Director may terminate this Agreement without further notice to Airline; provided however, if Airline presents reasonable and sufficient evidence to the Director that it has reasonably commenced the curing of such default and shall have diligently prosecuted the same towards completion, the Director shall give Airline a reasonable extension of the cure period time.

22.03 Monies Due After Termination

Notwithstanding the occurrence of any Event of Default, Airline shall remain liable to Trust for all fees and charges due and payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Trust elects to cancel this Agreement as a result of Airline's Event of Default, that remains uncured after notice and opportunity to cure as provided above, Airline shall remain liable for and promptly pay all fees and charges as they accrue hereunder until the expiration of this Agreement as set forth in Article 3 herein.

22.04 Reassignment of Airline Premises

In case of Airline's Event of Default, that remains uncured after notice and opportunity to cure as provided above, Trust may reassign Airline's Premises and any improvements thereon or any part thereof at such fees and charges and upon such other terms and conditions as Trust, in its sole discretion, may deem advisable, with the right to make alterations, repairs, or improvements on said Airline Premises. In reassigning Airline's Premises, Trust shall provide space consistent with Article 5 and the then current Exhibit F-1 through F-5.

In the event that Trust reassigns Airline's Premises as provided above, fees and charges received by Trust from such reassignment shall be applied: (a) to the payment of any indebtedness other than fees and charges due hereunder from Airline to Trust; (b) to the payment of any cost of such reassignment; and (c) to the payment of fees and charges due and unpaid hereunder. The residue, if any, shall be held by Trust and applied in payment of future fees and charges as the same may become due and payable hereunder. If that portion of such fees and charges received from such reassignment and applied to the payment of fees and charges payable during applicable periods by Airline hereunder be deficient, then Airline shall pay such deficiency to Trust. Airline shall also pay to Trust, as soon as ascertained, any other costs and expenses incurred by Trust in such reassignment not covered by the fees and charges received from such reassignment.

No reentry or reassignment of Airline's Premises by Trust shall be construed as an election on Trust's part to cancel this Agreement unless a written notice of cancellation is given to Airline.

22.05 Other Termination Costs

Airline shall pay to Trust all other reasonable costs, fees, and expenses incurred by Trust in the exercise of any remedy in this Article 22.

22.06 Remedies Under Federal Bankruptcy Law

Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy law, if Airline has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, Trust shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation, if permitted by applicable law, shall be by written notice to Airline within sixty (60) days from the date of Airline's initial filing in bankruptcy court.

22.07 Termination by Airline

Airline, upon written notice to Trust, may terminate this Agreement only if Airline is not in default in the payment of fees and charges to Trust for one of the following events:

- A. The termination by the Federal Aviation Administration or other governmental authority having jurisdiction at any time during the Term of this Agreement of Airline's authority to serve Oklahoma City and/or to operate into, from, or through the Airport.
- B. The breach by Trust of its covenants or agreements herein contained and the failure by Trust to remedy such breach for a period of sixty (60) days after receipt of written notice of the existence of such breach, unless such breach be of such nature as to be impracticable of remedy within such period, in which event no termination shall be declared if Trust within such sixty-day period shall have provided Airline reasonable evidence that it has commenced the curing of such breach and is diligently prosecuting the same to completion, which case Airline shall give Trust

a reasonable extension of the cure period time but in no event longer than sixty (60) additional days, unless otherwise agreed to by the parties.

- C. The assumption by the United States Government or any authorized agency thereof of the use or operation of the joint use facilities of the Airport or any substantial part or parts thereof in such a manner as to substantially restrict Airline from operation thereon for the carrying of persons, property, cargo, and mail, if such restriction shall continue for a period of three (3) months.
- D. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport to substantially restrict Airline's operations at, to, or from the Airport and the remaining in force of such injunction for a period of four (4) months, provided the facts and circumstances on which such injunction issued shall not have been the fault of Airline.

ARTICLE 23. REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all Personal Property, including furniture, fixtures, and equipment, that is owned and not affixed to the Premises, or Personal Property that is affixed to the Premises, but which can be removed without causing any damage to the Premises, reasonable wear and tear excepted, shall be removed by Airline by the termination or expiration of this Agreement, unless Trust and Airline mutually agree otherwise, in writing. Any damage resulting from the removal of Personal Property shall be repaired by Airline by the termination or expiration date of this Agreement. Should Airline fail to remove said Personal Property by the time stated herein or as otherwise agreed by Trust, in writing, title to all such Personal Property shall vest in Trust and Trust may cause the removal of all or any portion of such property at the sole risk and expense of Airline.

ARTICLE 24. ASSIGNMENT AND SUBLETTING

24.01 Written Approval for Assignment

Airline shall not assign Airline's Premises, this Agreement, the operation or maintenance of Airline's Premises, or any interest therein by operation of law, process, or proceeding of any court or otherwise without the advanced written approval of the Trust; provided, however, no such approval shall be required in case of an assignment of this Agreement to an entity into which the Airline merges or consolidates or an entity that succeeds to all or substantially all of the Airline's assets and so long as such entity meets the Signatory Airline's qualifications and requirements provided in this Agreement and agrees, in writing, to be bound by the terms of this Agreement. At least ninety (90) days prior to the proposed effective date of any assignment for which Trust's approval is required hereunder, Airline shall submit a written request to the Director for approval by the Trust. Upon the approval of an assignment by the Trust, the Airline shall only remain liable to the Trust under Article 12 of this Agreement.

24.02 Written Approval for Subletting

Airline may sublet all or any portion of the Premises to another CPAC or a Signatory Airline with the prior written approval of the Trust. A sublet to a CPAC or Signatory

Airline may occur only if Trust does not have substantially similar space available or cannot make such space available to the CPAC within a reasonable time. The Director may withhold approval if Airline or the applicable CPAC is in default on any of the terms, provisions, covenants, and conditions of any agreement with Trust. When Airline sublets space to its own Third-Party Vendor, prior written approval from the Trust shall not be required but the Airline must notify the Trust what portion of the Premises will be sublet or occupied by the Third-Party Vendor. Airline must include language in any such sublet that requires the subletter to expressly agree to be bound by all the terms, covenants, and obligations, contained in this Agreement with respect to the sublet space and that the sublet is subordinate to the provisions of this Agreement. At least ninety (90) days prior to the proposed effective date of any sublet for which Trust's approval is required hereunder, Airline shall submit a written request to the Director for approval of such sublet. No sublet shall relieve Airline from its obligations under this Agreement absent an express written release by Trust.

24.03 Required Information

Airline shall, as applicable, with its request for permission to assign or sublet, a copy of the proposed assignment or sublet agreement for which Trust's consent is required hereunder. When subletting, the information provided to the Trust should include: (a) the term of any agreement with the subletter; (b) the area or space to be sublet; (c) the sublet rates to be charged, with sufficient detail identifying all rates, fees, and charges, whether related to Trust-owned facilities or Airline-owned facilities, and administrative fees; (d) the provision that the subletter must execute a separate operating agreement with Trust; and (e) certificates of insurance and security meeting the requirements of Articles 19 and 20 to cover the subletters' activities on the Airport. Any other information reasonably requested by Trust pertaining to said sublet or assignment shall be promptly provided by Airline.

24.04 Sublet Rates and Fees

In the event of a sublet where the rates, charges, and fees for the Premises exceed the rates, charges, and fees payable by Airline to the Trust for said Premises pursuant to this Agreement, Airline shall pay to Trust the excess of the rates, charges, and fees received from the subletter over the rates, charges, and fees specified to be paid by Airline to Trust herein, provided that Airline may charge a reasonable fee for administrative costs, not to exceed fifteen percent (15%) of all rates, charges, and fees. Airline shall also have the right to charge a reasonable fee to others for the use of Airline's capital equipment and to charge for the maintenance and operating expenses and amortization of Airline improvements plus a reasonable fee for administrative costs, none of which shall be considered excess rates, charges, and fees.

24.05 Airline Obligations

Nothing in this Article 24 shall be construed to release Airline from its obligations under this Agreement, including but not limited to the payment of any fees and charges provided herein.

ARTICLE 25. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Airline agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination 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 Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. The above provision also obligates Airline for the period during which the property is owned, used, or possessed by Airline and Trust remains obligated to the Federal Aviation Administration.

ARTICLE 26. CIVIL RIGHTS TITLE VI ASSURANCE

26.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

A. Compliance with Regulations

Airline (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

Airline, 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 any subcontractors, including procurements of materials and leases of equipment. Airline 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 Airline 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 Airline of Airline's obligations under this Agreement and the [Title VI] Nondiscrimination Acts.

D. Information and Reports

Airline will provide all information and reports required by the Acts, the

Regulations, and the directives issued pursuant thereto and will permit access to its Records, accounts, other sources of information, and its facilities as may be determined by Trust 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 Airline is in the exclusive possession of another who fails or refuses to furnish the information, Airline will so certify to Trust 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 Airline's noncompliance with the nondiscrimination provisions of this Agreement, Trust will impose such contract sanction [in accordance with any applicable notice and cure provision provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding any payments to Airline under the Agreement until Airline complies; and/or
- ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

F. Incorporation of Provisions

Airline will include the provisions of [Paragraph 26.01, 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. Airline will take action with respect to any subcontract or procurement as Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Airline become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Airline may request Trust to enter into any litigation to protect the interests of Trust. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.

26.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination 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*) (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) 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, which 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 27. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

27.01 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 Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Airline for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree 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, Airline 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.

27.02 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 Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

Airline for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree 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 Airline 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.

ARTICLE 28. EMPLOYEE BADGING, BACKGROUND CHECKS AND SCREENING

28.01 Requirements

Airline shall be responsible for requesting the issuance of Airport security badges to all officers, employees, suppliers, contractors, subcontractors, or any sub-tier thereof, Third-Party Vendors, and agents who will be employed in the Terminal or will need recurrent access to secured areas at the Airport when acting on behalf of or at the request of Airline. Airline's officers, employees, suppliers, contractors, subcontractors, or any sub-tier thereof, Third-Party Vendors, and agents must abide by all applicable security regulations of Trust, Department of Airports ("DOA"), FAA, and the Transportation Security Administration ("TSA"). Any of Airline's officers, employees, suppliers, contractors, subcontractors, or any sub-tier thereof, Third-Party Vendors, and agents who require unescorted access to any areas of the Airport where access is controlled must make application for, and wear, the properly designated Airport security badge. Those employees or contractors or Third-Party Vendors seeking access to secured areas must submit a set of fingerprints for a Criminal History Records Check ("CHRC") conducted by the Federal Bureau of Investigation ("FBI") as required by TSA Regulation Part 1542. In addition, the

applicant must submit biographical information for a Security Threat Assessment (“STA”) conducted by the TSA. At the time the application is made, Airline shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge, based on Trust’s current Miscellaneous Fee and Rental Schedule. Upon satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued. Airline shall endorse the initial security form when a new Third-Party Vendor commences operations on behalf of Airline.

28.02 Lost, Stolen Badges, or Termination of Employment

Airline shall or cause its officers, invitees, employees, suppliers, contractors, subcontractors or any sub-tier thereof, Third-Party Vendors, and agents to promptly: (a) report lost or stolen security badges; (b) return security badges of all personnel transferred, or terminated, from Airport assignment; (c) return all security badges of personnel terminated from Airline’s employment (d) return all security badges upon termination or cancellation of this Agreement; and (e) report to the Director or his designated representative the names of all persons from whom Airline is unable to obtain the return of security badges.

28.03 Renewal of Badges

Upon expiration of any badge, Airline shall ensure that all its officers, invitees, employees, suppliers, contractors, subcontractors, or any sub-tier thereof, Third-Party Vendors, and agents timely renew their badge and pay the then applicable badge renewal fee, which is currently \$15.00 per person.

28.04 Airport Worker Inspection

Airline shall notify its employees and any new hire that any employee with a security badge that allows access and enters secured areas of the Terminal from access points accessible by the public are subject to inspection of their person and property at any time in accordance with applicable TSA requirements. If Airline escorts any of its officers, invitees, suppliers, contractors, subcontractors, or any sub-tier thereof, or any other person into said areas, those persons are also subject to inspection of their person and property.

ARTICLE 29. CIVIL PENALTIES

29.01 Assessment

Airline shall be responsible for any civil penalties which may be assessed upon it, or the Trust, or the City, for violations occurring at the Airport by Airline, its officers, employees, suppliers, contractors, and/or agents. Should a civil penalty assessment be made to Airline, Trust, or the City as a result of the actions of Airline, its officers, invitees, employees, suppliers, contractors, and/or agents, the Trust shall also charge and bill Airline a processing fee of two hundred fifty dollars (\$250.00) plus the amount of any civil penalty. Airline shall pay Trust such amount immediately upon receipt of such invoice. When Trust is notified of a potential violation that will result in a civil penalty, Trust will notify both the Airline’s local authorized signatory and property representative of the circumstances related to the potential civil penalty. The Airline may appeal any assessment of a civil penalty or of a related processing fee pursuant to Article 32.

29.02 Indemnification

In this regard, Airline will indemnify, defend, and hold the Oklahoma City Airport Trust and the City of Oklahoma City harmless from and against any claims, suits, causes of action, costs, and fees, including attorney's fees, arising from or connected with any such civil penalty assessment, or claim of such civil penalty assessment. This provision shall survive the termination of this Agreement.

ARTICLE 30. QUIET ENJOYMENT

Airline upon paying the rates and other changes herein provided for and observing and keeping all covenants, agreements, and conditions of this Agreement on its part to be kept, shall quietly have and enjoy the Premises during the term without hindrance or molestation by anyone claiming by, through or under Trust as such, subject, however, to the exceptions, reservations, and conditions of this Agreement.

ARTICLE 31. FUEL SERVICES

31.01 Fueling Contractor

Airline shall have the right to obtain Fuel Services at the Airport; provided, however, unless otherwise agreed by Trust, only a Fueling Contractor shall be permitted to provide Fuel Services for Airline's and Airline's Affiliating Company's aircraft and ground equipment on the Airport. Third-Party Vendors may not fuel any aircraft unless otherwise agreed by Trust.

31.02 Storage Tanks

As of the date hereof, Trust is unable to accommodate, provide or allow for any new individual fuel storage tanks for Signatory Airlines in the Airport Fuel Storage Facilities; therefore, unless and until Trust is able to accommodate such additional fuel storage tanks, Airline agrees to obtain or cause to be obtained its Fuel Services needs and those Fuel Services needs of its Affiliating Companies while on the Airport from a Fuel Contractor who shall obtain all fuel from either the existing Airport Fuel Storage Facility or from a Fueling Contractor's storage tank(s). Any fuel obtained for Airline, or its Affiliating Company at the Airport from a Fueling Contractor shall be obtained only for Airline or its Affiliating Company's use in connection with its Air Transportation Business and may not be otherwise sold, exchanged, or bartered.

31.03 Ingress/Egress

Trust shall provide Fueling Contractors and their respective employees, agents and representative's ingress, and egress access across, over, and through the Airport for the Airport Fuel Storage Facilities and to such other locations as are reasonably necessary to provide Fuel Services.

31.04 Regulations

In connection with its receipt of Fuel Services at the Airport, Airline shall comply with any rules, regulations, and laws of any federal, state, or local government which may be applicable to its receipt of said Fuel Services.

31.05 Signatory Fuel Flowage Fee

Any aviation fuel dispensed on the Airport and obtained for Airline or for any Affiliating Company of Airline whether from the Airport Fuel Storage Facility or from a Fueling Contractor's own storage tank(s) shall be subject to a per gallon Signatory Fuel Flowage Fee as set by Trust during the Term of this Agreement. Airline's applicable Fueling Contractor shall collect, report, and remit monthly to Trust the Signatory Fuel Flowage Fee pursuant to an agreement between Trust and such Fueling Contractor. Such Fueling Contractor may pass through the Signatory Fuel Flowage Fee to Airline or other applicable Signatory Airline pursuant to a separate agreement between the Fueling Contractor and such entity.

31.06 Non-Signatory Fuel Flowage Fee

Any aviation fuel dispensed on the Airport and obtained by a Non-Signatory Airline on the Airport or caused to be obtained on the Airport for a Non-Signatory Airline whether fuel is from the Airport Fuel Storage Facility or directly from a Fueling Contractor's own storage tank(s) shall be subject to a per gallon Non-Signatory Fuel Flowage Fee as set by Trust during the Term of this Agreement. Said Non-Signatory Fuel Flowage Fee shall be collected, reported, and remitted monthly to Trust by the applicable Fueling Contractor pursuant to a separate agreement between Trust and such Fueling Contractor. A Fueling Contractor may pass through the Non-Signatory Fuel Flowage Fee to a Non-Signatory Airline pursuant to a separate agreement between the Fueling Contractor and such entity.

31.07 Notice of Change in Fuel Flowage Fee

Trust shall provide Airline thirty (30) days' advance notice of any changes to its Fuel Flowage policy or its Signatory or Non-Signatory Fuel Flowage Fees.

ARTICLE 32. PENALTIES, FINES, FEES, AND APPEAL PROCEDURES

32.01 Reports

In the event Airline fails to maintain a current Exhibit A – Affiliating Company Notice, or Airline or its Third-Party Vendor fails to maintain a current Exhibit B – Airline's Local Contact on file with Trust, the Director may assess Airline a two hundred fifty-dollar (\$250) fee for each Exhibit A or Exhibit B that is not complete, accurate, or received by its due date. Before such penalty is assessed, Director or his designee will reach out to the Airline's local station manager and property representative to confirm information in Exhibits A or B. If such request is not responded to confirm accuracy or updated within thirty (30) days, the fee set forth herein may be assessed to the Airline.

32.02 CPAC Operational Requirement Violations

Any prohibited conduct or violation under this Agreement or the CPAC Operational Requirements by Airline or its Third-Party Vendor is subject to the penalties, fines and fees as set forth herein or therein, as applicable.

32.03 Appeal Procedures

If Airline or its Third-Party Vendor desires to appeal any fee, penalty or fine as set forth in this Agreement, the following process must be followed:

- A. Within fourteen (14) calendar days of receipt of notification of a violation, fee, fine, or penalty, an authorized representative of Airline or Airline's Third-Party Vendor must submit electronically a request to appeal to the email address for Trust listed in Article 36 of this Agreement. The request shall include the nature of the concern, the reasons for an appeal, and all relevant and supporting documentation. The email should include the name of the appealing party entity and the word "APPEAL" in the subject header of the email. If no such appeal is made within the stated time, the right to appeal shall be waived.
- B. Once submitted to the Trust, the appeal will be reviewed within thirty (30) calendar days of being received, and a response email will be sent to the authorized representative with the results.
- C. If the authorized representative is not satisfied with the outcome in subparagraph B above, the submitter may request a meeting with appropriate Airport staff and a meeting will then be scheduled within ten (10) calendar days. This meeting may or may not include the Assistant Director of Airports over the appropriate Division of the Airport.

If the authorized representative is not satisfied with the outcome in subparagraph C above, the authorized representative may request a final review by the Director of Airports.

ARTICLE 33. IRREGULAR OPERATIONS OR EXTENDED DELAYS

33.01 Food

During any irregular operations or extended delays such as those caused by weather, mechanical failure, tarmac delays, diversions, or similar events, Airlines may provide to its passengers' food or beverage items. Any fresh or prepared food must be purchased from a Terminal concessionaire when such a concessionaire is available to accommodate Airline's requests. If the Airport's food and beverage concessionaire is not able to accommodate Airline's fresh or prepared food requests, then Airline is permitted to bring fresh or prepared food from sources outside of the Terminal.

33.02 Vouchers

Trust shall not be responsible to provide any food, hotel, or transportation voucher(s) or services to passengers on Airline's behalf.

33.03 Notice

Airline should make reasonable efforts to provide advanced notification to its passengers, TSA, and the Director or the Airport's Airside Operations Manager in the event of any anticipated diverted aircraft, irregular operations, or extended delays.

33.04 Departure Gate Use for Emergencies or Diverts

If at any time the Director reasonably determines that any CPAC needs any of Airline's Departure Gate or associated Holdroom areas for emergencies or diversion from a CPAC's scheduled route whether caused by medical, weather, mechanical or other reason outside

of such CPAC's control, and if such temporary use will not disrupt Airline's Active Loading and Active Unloading, the Director may, but subject to Airline's priority for Preferential Use Space during periods of Active Loading and Active Unloading, allow the temporary or shared use of all or a designated portion of Airline's Departure Gate or associated Holdroom areas, including rights of ingress and egress and the right to use appurtenant equipment which are reasonably necessary for the effective use of such areas. Airline shall not be required to indemnify, defend, or hold harmless Trust, the City, or their officers, or employees hereunder in connection with such irregular CPAC operations on the Premises or their accommodation hereunder. In the event Airline has Aircraft RON at its Departure Gate and the Departure Gate is needed pursuant to this paragraph, Airline will be required to move its aircraft as described in Paragraph 4.06 (E).

ARTICLE 34. WHEELCHAIR, SPECIAL NEEDS ASSISTANCE, AND COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

34.01 Airline Responsibilities

Airline shall comply with or cause its Third-Party Vendor to comply with the applicable provisions of the ADA and ACAA.

A. In compliance with 49 CFR Part 27 and the Air Carrier Access Act, the parties have agreed that when a passenger has self-identified to Airline as a person with a disability and requests assistance, Airline shall be responsible for the movement of the passenger and the passenger's luggage and belongings to/from the Terminal's curb areas, and Ground Transportation Plaza, for arriving/departing flights and throughout the Terminal.

B. Wheelchairs

- i. Wheelchairs shall be clearly labeled as to the owner, Airline, and/or the Third-Party Vendor;
- ii. Wheelchairs shall be ADA compliant;
- iii. Wheelchairs shall be in good working condition and free from visible tears and frays;
- iv. Wheelchairs shall be stored only in Airline's Premises, a Third-Party Vendor's space, or the designated wheelchair common use space in proximity to Airline's space, as shown on Exhibit D-7. No wheelchairs shall be stored or left unattended in public space.

C. Wheelchairs – Special Assistance Areas

Airline and Airline's Third-Party Vendors are prohibited from staging passengers in wheelchairs outside of Airline's Premises in a manner that would impede pedestrian movement. Airline is responsible for providing or coordinating the appropriate and timely service for its passengers.

D. Kiosk

All Airline provided kiosks, such as those provided for distributing baggage tags and boarding passes, shall be ADA compliant.

34.02 Trust Responsibilities

- A. Unless otherwise specified herein or as set forth in other agreements with other tenants of the Airport, and subject to the terms of this Article, Trust will ensure that common public areas in the Terminal, that are not Premises of Airline or another Signatory Airline, such as Common Use Space, Joint Use Space, restrooms, restaurants, retail space and other similar public use areas and any fixtures or other property placed at the Airport or otherwise installed by or on behalf of the Trust are accessible to persons with disabilities in accordance with laws or regulations applicable to Trust and the Airport.
- B. Trust shall assist passengers with a disability who request assistance from the rental car center to the Ground Transportation Plaza location at the Airport Terminal.
- C. Trust shall provide a Service Animal Relief Area ("SARA") on the secured side of the Terminal for passengers traveling with a service animal.
- D. Trust will ensure that any Trust monitors, televisions, and audio-visual display monitors for passengers and visitors comply with applicable laws and regulations.
- E. Trust shall be solely responsible for complying with applicable statutes, rules, and regulations, including the ADA, in connection with its construction, maintenance, operation, and repair of any improvements to the Airport constructed, maintained, operated, or repaired by Trust hereunder.
- F. When needed, Trust will offer limited English proficiency services to the public.

34.03 Joint Airline/Trust Responsibilities

Trust and Airline will jointly be responsible for ensuring that there are accessible routes between the Departure Gate and the Passenger Boarding Bridge.

ARTICLE 35. FEDERAL INSPECTION STATION AND FIS DEPARTURE GATE ACCESS

35.01 Priority in Use

A FIS Departure Gate shall be retained by Trust with its priority in use to be for international flights and will not be leased to any CPAC as a Departure Gate.

35.02 Scheduling Use of FIS Departure Gate

Any CPAC wanting to use the FIS Departure Gate will be required to schedule such use in advance with the Airport's Airside Operations Manager in compliance with the CPAC Operational Requirements. The use of the FIS Departure Gate is limited to only unloading of passengers and shall only be for thirty (30) minutes before the airplane's arrival and for one and a half (1.5) hour after arrival at the FIS Departure Gate unless additional time is

provided by the Airport's Airside Operations Manager. When loading passengers directly at the FIS Departure Gate with access to the FIS after a previous arrival, Airlines' use of FIS Departure Gate must be completed within Active Unloading.

35.03 Fees

Any CPAC utilizing the FIS Departure Gate with access to the Federal Inspection Station will pay either the Common Use Per Turn Fee or the Preferential Use Per Turn Fee pursuant to Paragraph 5.08 and the FIS Fee pursuant to Paragraph 5.17(B).

ARTICLE 36. GENERAL CONDITIONS

36.01 Notices

Notices or other communications to Trust or Airline pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand-delivered and deemed received on the date of such hand delivery, addressed to:

For the Trust: Oklahoma City Airport Trust
OKC Will Rogers International Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Phone: (405) 316-3200
Email: wrwabusinessproperties@okc.gov

For the Airline: United Airlines, Inc. WHQOU
233 S. Wacker Drive
Chicago, IL 60606
Attention: Vice President-Corporate Real Estate
Email: LeaseAdmin-CRE@united.com

and email: Alicia Mosby-Bobo
Manager – Corporate Real Estate Airport Affairs
Mobile: (708)-510-1132
Email: alicia.mosbybobo@united.com

A party may designate a change to the physical address by written notice given to the other party in accordance with this Paragraph 36.01.

Bills, statements, and other communication to Airline or Trust may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

36.02 Non-Waiver

The waiver by a party of any breach of the other party 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 the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

36.03 Binding Effect

This Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

36.04 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.

36.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and Airline concerning the matters set forth in this Agreement, and neither Trust nor Airline has made or shall be bound by any agreement or any representation to the other concerning the subject matter of this Agreement that 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 Trust and Airline.

36.06 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.

36.07 Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, 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 or expire on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

36.08 Descriptive Headings; Table of Contents

The descriptive headings of the paragraphs 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.

36.09 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 such act or obligation.

36.10 Venue

The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the United States District Court for the Western District of Oklahoma.

36.11 Construction of Agreement

In the event of ambiguity in any of the terms or conditions 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.

36.12 Recitals Contractual in Nature

The parties acknowledge and agree that the recitals as contained hereinabove in this Agreement are contractual in nature and binding on the parties.

36.13 Holding Over

If Airline shall hold over without the written consent of Trust, by and through the Director, and remain in possession of the Premises after the expiration of the Term specified herein, such possession by Airline shall be deemed to be merely a month-to-month tenancy, terminable upon thirty (30) days' prior written notice, delivered at any time by either party. During any such month-to-month tenancy, Airline shall promptly pay at a rate of 120% of the total monthly fees and charges. Provided, however, it is understood and agreed that if Trust consents to a hold over for the timeframe established in writing by the Director of Airports to Airline during good faith negotiations between the parties for a new signatory agreement, said 120% hold over rate shall not apply but shall be at the then current calculated rates and charges. All other provisions of this Agreement shall apply to said month-to-month tenancy.

36.14 Subordination to Bond Indenture

A. This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation, or assignment made by the Trust in the Bond Resolution executed by the Trust. The Trust expressly reserves the right to make such pledge and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of bonds, so long as such action by the Trust does not result in an increase in the fees charged Airline hereunder or impose additional obligations on Airline than those imposed hereunder.

B. In the event that the Trust issues special facility debt for a project to construct new or enlarge or improve existing Premises of a Signatory Airline, the Trust shall require that such Signatory Airline fully and directly fund the project costs and any associated operations and maintenance expenses using any funds available to the Signatory Airline, including without limitation funds received by the Signatory Airline from state or federal grants. No principal and/or interest payments associated with such special facility debt shall be deemed "Debt Service," as defined in this Agreement.

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

UNITED AIRLINES, INC.

DocuSigned by:
Frannie Levar
004B92E3A0634C2

Name Frannie Levar

Managing Director, Airport Affairs

Title

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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 Salmon
Chairman

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

ATTEST:

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor /
Attorney for the Trust

EXHIBIT A – AFFILIATING COMPANY NOTICE FORM



_____ ("Airline") is an Airline currently contracted under a Passenger Airline Use and Operations Agreement ("Agreement") at Will Rogers World Airport ("OKC") entered into with The Oklahoma City Airport Trust ("OCAT"). The Airline hereby declares to OCAT that the below-named company will be an Affiliating Company ("Affiliate") to the Airline under the terms and conditions of the Agreement.

_____ **dba** _____
 Affiliating Company Name

 Street Address

 Address Line 2

 City

 State / Province/ Region

 Postal / Zip Code

 Country

 Point of Contact

 Phone Number

 Fax Number

 Email Address

THE AFFILIATING COMPANY

Affiliate agrees it will comply with all terms, conditions, covenants, and obligations as outlined in the Agreement referenced above in the same manner and extent as if Affiliate was the named Airline, save and except obligations under Section 4.01 as amended and dated _____.

The below signed states that he/she is an authorized agent on behalf of the Affiliate to bind the Affiliate to the terms set forth herein.

AFFILIATE

By: _____
 Title: _____
 Date: _____

THE CONTRACTED AIRLINE

By the Agreement referenced above, the Airline acknowledges and consents to the above-named Affiliate as an Affiliating Company to the Airline.

The below signed states that he/she is an authorized agent on behalf of the Airline to bind the Airline to the terms set forth herein.

AIRLINE

By: _____
 Title: _____
 Date: _____

THE DIRECTOR OF AIRPORTS

As Director of Airports, and on behalf of the Oklahoma City Airport Trust, I acknowledge and approve of the above-named Affiliate as an Affiliating Company to the Airline by the Agreement aforementioned.

DIRECTOR

By: _____
 Date: _____

EXHIBIT B – LOCAL CONTACT FORM



1. Airline Contact

Airline Company Name _____ Airline Manager's Name _____
 Airline Manager's Cell Number _____ Airline Manager's Email Address _____

Please Enter Airline Manager's Expected On-Site Schedule

WORKDAY	START TIME	END TIME	START TIME	END TIME
Sunday AM				
Sunday PM				
Monday AM				
Monday PM				
Tuesday AM				
Tuesday PM				
Wednesday AM				
Wednesday PM				
Thursday AM				
Thursday PM				
Friday AM				
Friday PM				
Saturday AM				
Saturday PM				

2. Airline Storm Water Pollution Information

A. Airline's Standard Industrial Classification (SIC) Code(s) or North American Industry Classification System (NAICS) Code(s). *If entering multiple codes, separate each with a delimiter [,] - []*

B. Airline's State of Oklahoma Storm Water Permit*

Permit Number: _____

Expiration Date: _____

**Copy of permit must be attached*

C. Airline's City of Oklahoma City Storm Water Permit*

Permit Number: _____

Expiration Date: _____

**Copy of permit must be attached*

3. Airline Contracted Service Provider(s) Information

*Providers listed in this section will directly relate to section 4. **Provided Services Checklist** of this form*

Provider (A) Company Name

Provider (A) Manager's Name

Provider (A) Manager's Cell Number

Provider (A) Manager's Email Address

Airline is providing leased space for **Provider (A)** to utilize.
 Yes No

Airline is providing equipment for **Provider (A)**'s operations.
 Yes No

Provider (A)'s Standard Industrial Classification (SIC) Code(s) or North American Industry Classification System (NAICS) Code(s): *If entering multiple codes, separate each with a delimiter [, ; -]*

Provider (B) Company Name

Provider (B) Manager's Name

Provider (B) Manager's Cell Number

Provider (B) Manager's Email Address

Airline is providing leased space for **Provider (B)** to utilize.
 Yes No

Airline is providing equipment for **Provider (B)**'s operations.
 Yes No

Provider (B)'s Standard Industrial Classification (SIC) Code(s) or North American Industry Classification System (NAICS) Code(s): *If entering multiple codes, separate each with a delimiter [, ; -]*

Provider (C) Company Name

Provider (C) Manager's Name

Provider (C) Manager's Cell Number

Provider (C) Manager's Email Address

Airline is providing leased space for **Provider (C)** to utilize.
 Yes No

Airline is providing equipment for **Provider (C)**'s operations.
 Yes No

Provider (C)'s Standard Industrial Classification (SIC) Code(s) or North American Industry Classification System (NAICS) Code(s): *If entering multiple codes, separate each with a delimiter [, ; -]*

Provider (D) Company Name

Provider (D) Manager's Name

Provider (D) Manager's Cell Number

Provider (D) Manager's Email Address

Airline is providing leased space for **Provider (D)** to utilize.
 Yes No

Airline is providing equipment for **Provider (D)**'s operations.
 Yes No

Provider (D)'s Standard Industrial Classification (SIC) Code(s) or North American Industry Classification System (NAICS) Code(s): *If entering multiple codes, separate each with a delimiter [, ; -]*

4. Provided Services Checklist					
SELECT THE PROVIDER FOR EACH SERVICE TYPE LISTED BELOW					
Services	Airline	Contracted Service Provider			
		(A)	(B)	(C)	(D)
Curbside Baggage Handling/Skycap Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pet Assistance Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Catering Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aircraft Trash Removal and Disposal Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Waste Removal and Disposal Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deicing, Anti-icing, and Snow Removal Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jet Bridge Operation Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aircraft Parking and Towing Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security Services (Cabin Search, Passenger and Baggage Screening and Reconciliation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cargo Loading and Unloading Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mail Loading and Unloading Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Baggage Loading and Unloading Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reduced Mobility Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ticket Counter Passenger Assistance Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Departure Gate Passenger Assistance Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potable Water Removal, Disposal, Replenishing, and Testing Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lavatory Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Aircraft Cleaning Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aircraft Marshalling Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ramp to Flight Deck Communications Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Load Control and Flight Operations Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ensure Proper Safety Measures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automation/Computer Systems Support Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ground Service Equipment Maintenance Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Charter Screening Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Services Specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Services Specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Services Specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Airline Acknowledgement

By signing below, I certify that all information is true and correct to the best of my knowledge, I acknowledge that willful omissions or false statements may incur penalty fees under the Passenger Airline Use and Operations Agreement between the Oklahoma City Airport Trust and the named Airline.

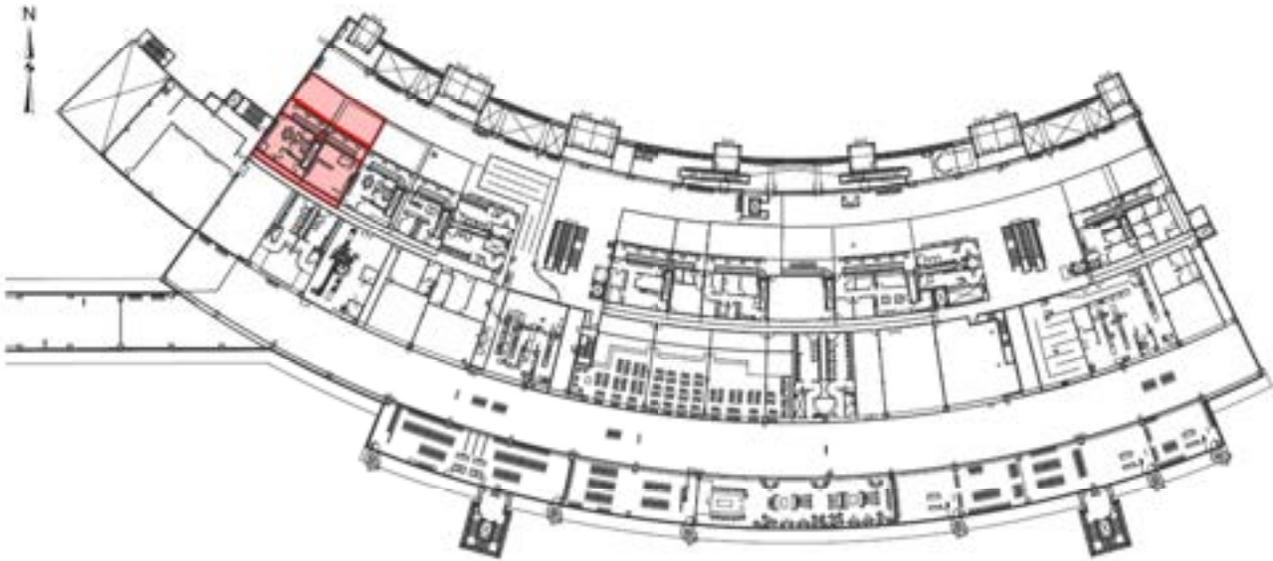
Airline Manager's Signature

Date

NOTE: This form should be completed and submitted with any updates via email: www.businessproperties@okc.gov

EXHIBIT C – RESERVED

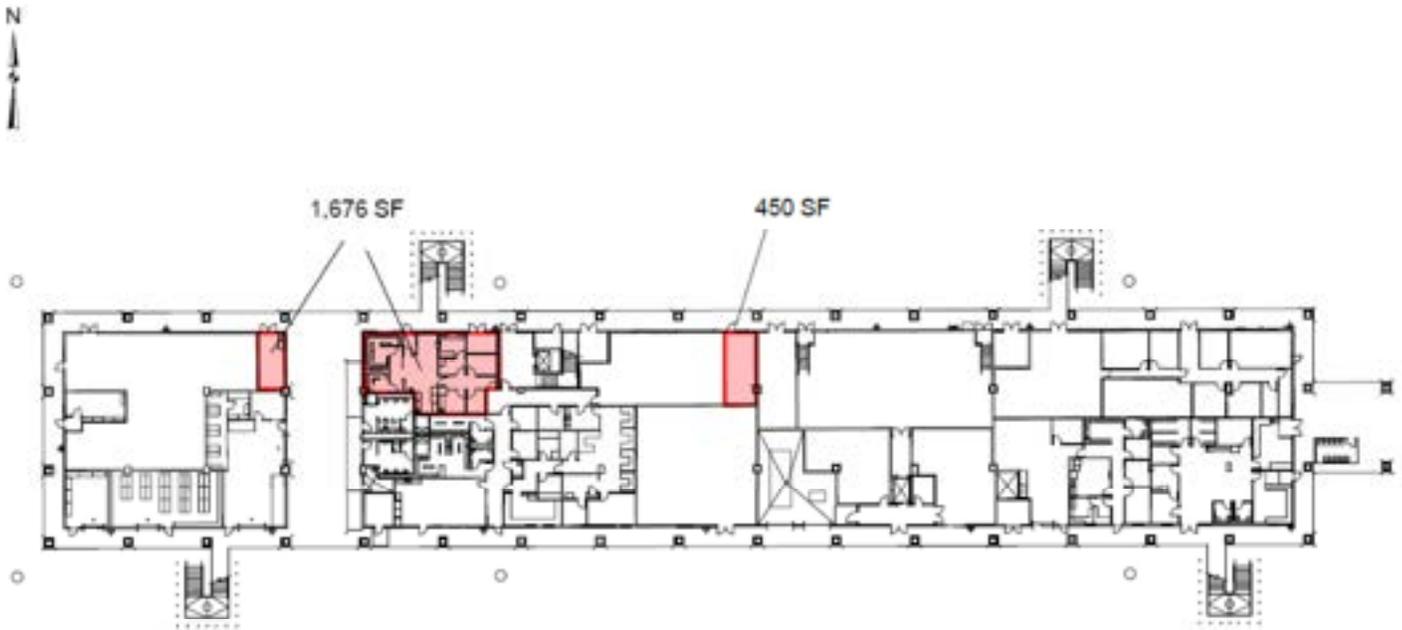
EXHIBIT D-1 – EXCLUSIVE USE SPACE



SECOND FLOOR

- 1. COUNTER EXTENDED - 1,090 SF
- 2. TICKET COUNTER - 593 SF
- 3. OFFICE SPACE - 1,412 SF
- 4. SECURED HALLWAY - 239 SF

EXHIBIT D-1 – EXCLUSIVE USE SPACE (continued)



**FIRST FLOOR
WEST CONCOURSE
OPERATIONS SPACE - 2,126 SF**

EXHIBIT D-1 – EXCLUSIVE USE SPACE (continued)

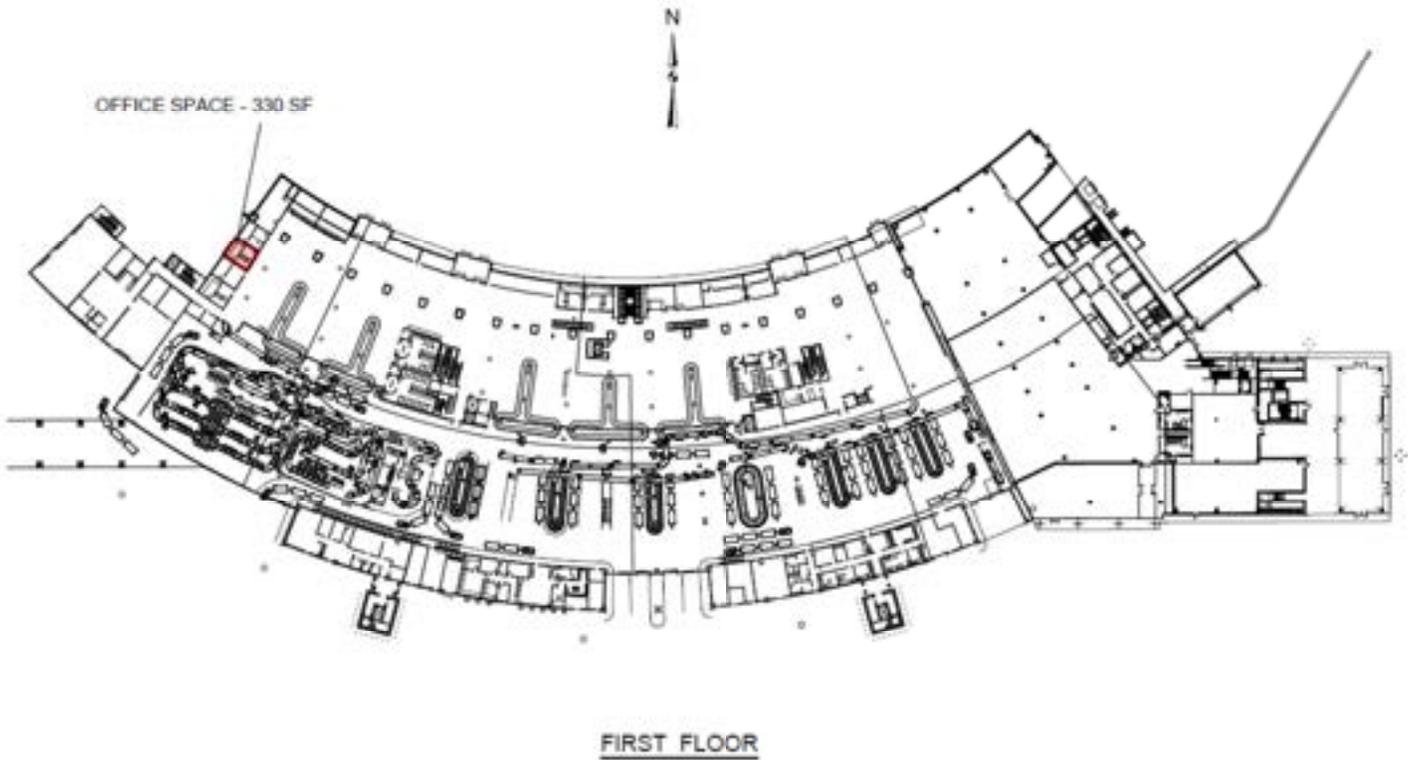
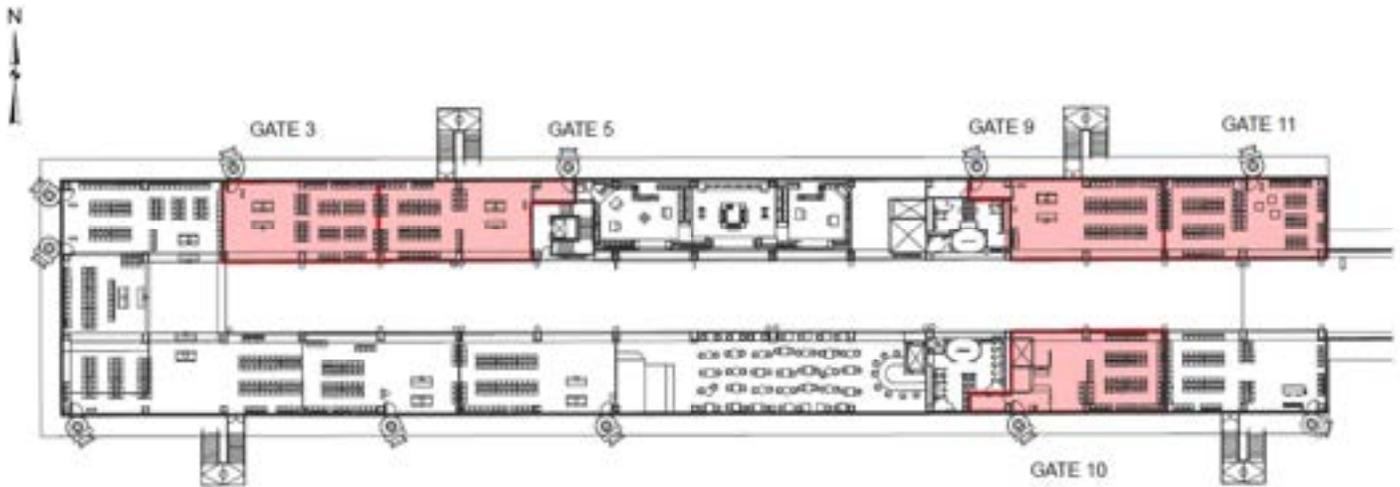


EXHIBIT D-2 – PREFERENTIAL USE SPACE



SECOND FLOOR
WEST CONCOURSE
07/01/2024 - 11/30/2024

DEPARTURE GATE 3 - HOLDROOM - 1,909 SF

DEPARTURE GATE 5 - HOLDROOM - 1,988 SF

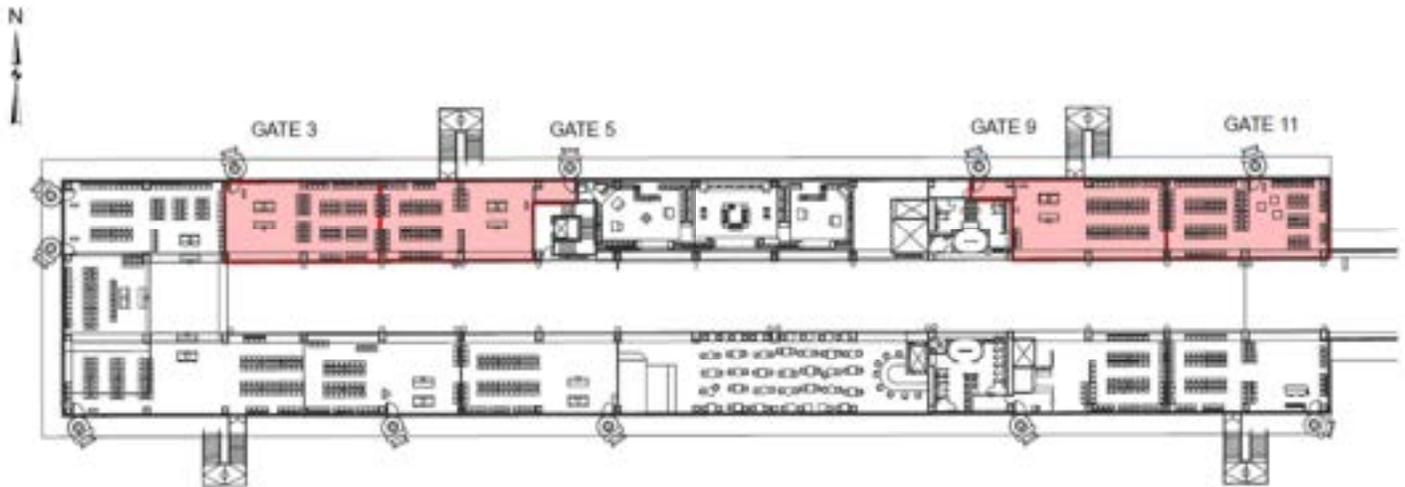
DEPARTURE GATE 9 - HOLDROOM - 1,994 SF

DEPARTURE GATE 10 - HOLDROOM - 1,873 SF

DEPARTURE GATE 11 - HOLDROOM - 1,978 SF

PASSENGER AIRLINE USE AND OPERATIONS AGREEMENT
FOR SIGNATORY AIRLINES
UNITED AIRLINES, INC.
EXHIBIT D-2
Page 1 of 2

EXHIBIT D-2 – PREFERENTIAL USE SPACE (continued)



SECOND FLOOR
WEST CONCOURSE
As of 12/01/2024

DEPARTURE GATE 3 - HOLDROOM - 1,909 SF

DEPARTURE GATE 5 - HOLDROOM - 1,988 SF

DEPARTURE GATE 9 - HOLDROOM - 1,504 SF

DEPARTURE GATE 11 - HOLDROOM - 1,978 SF

EXHIBIT D-3 – CURBSIDE CHECK-IN SPACE

RESERVED

EXHIBIT D-4 – JOINT USE SPACE

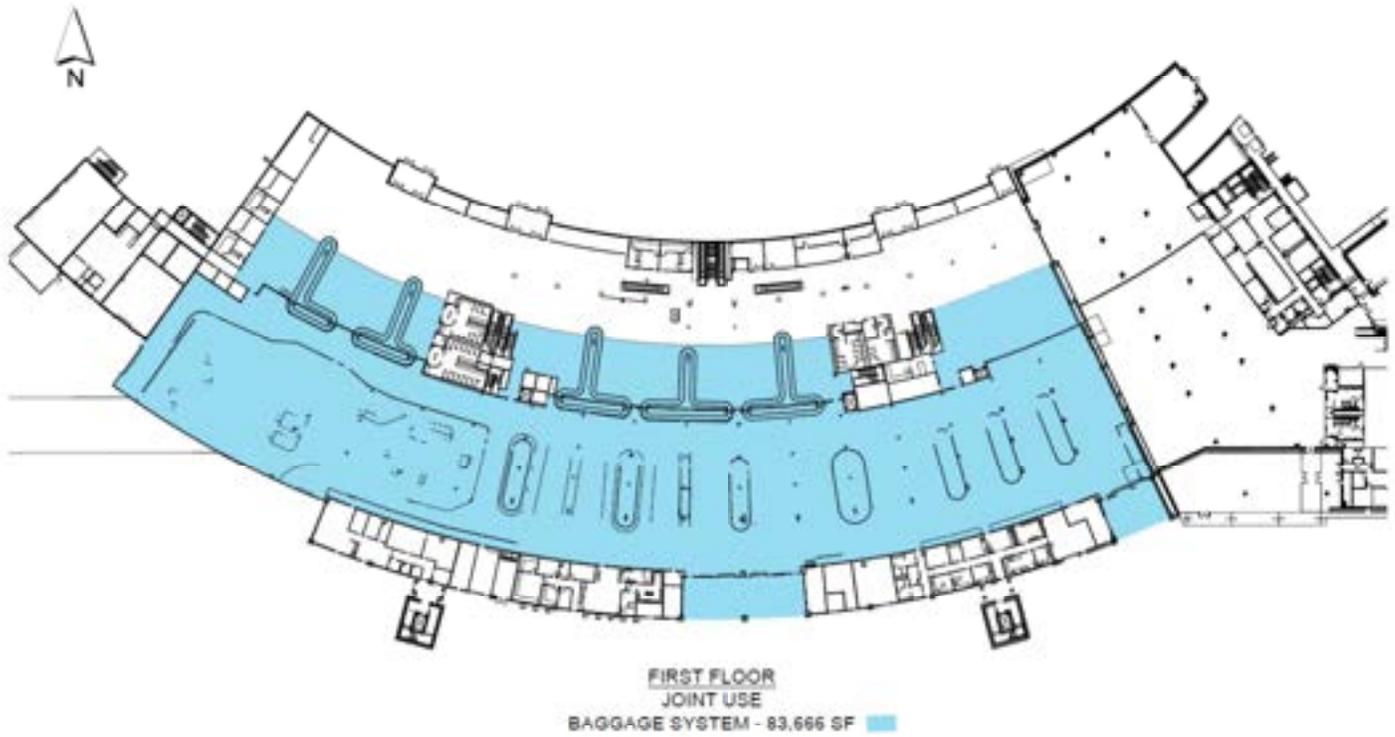


EXHIBIT D-4 – JOINT USE SPACE (continued)

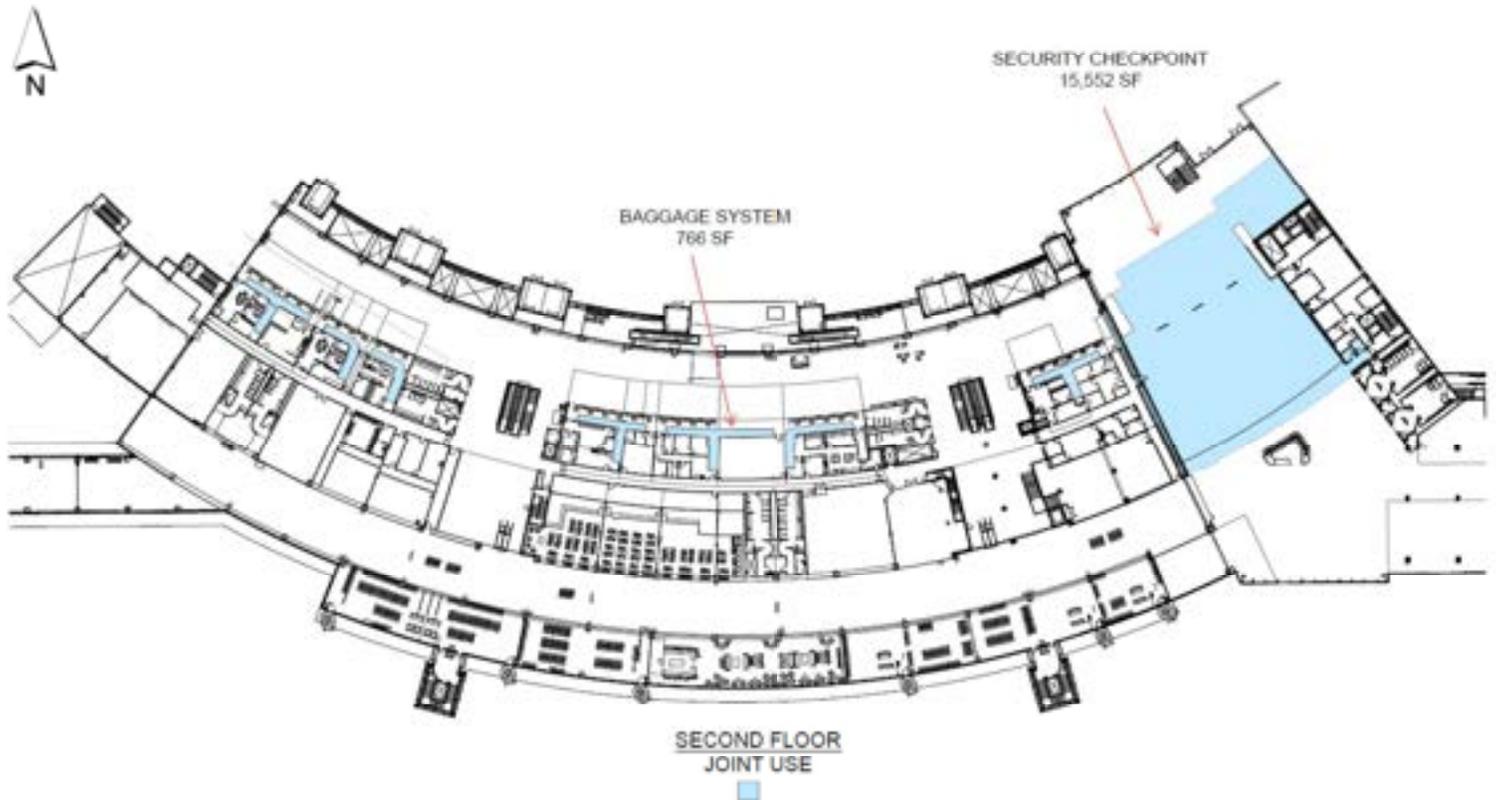


EXHIBIT D-5 – COMMON USE SPACE

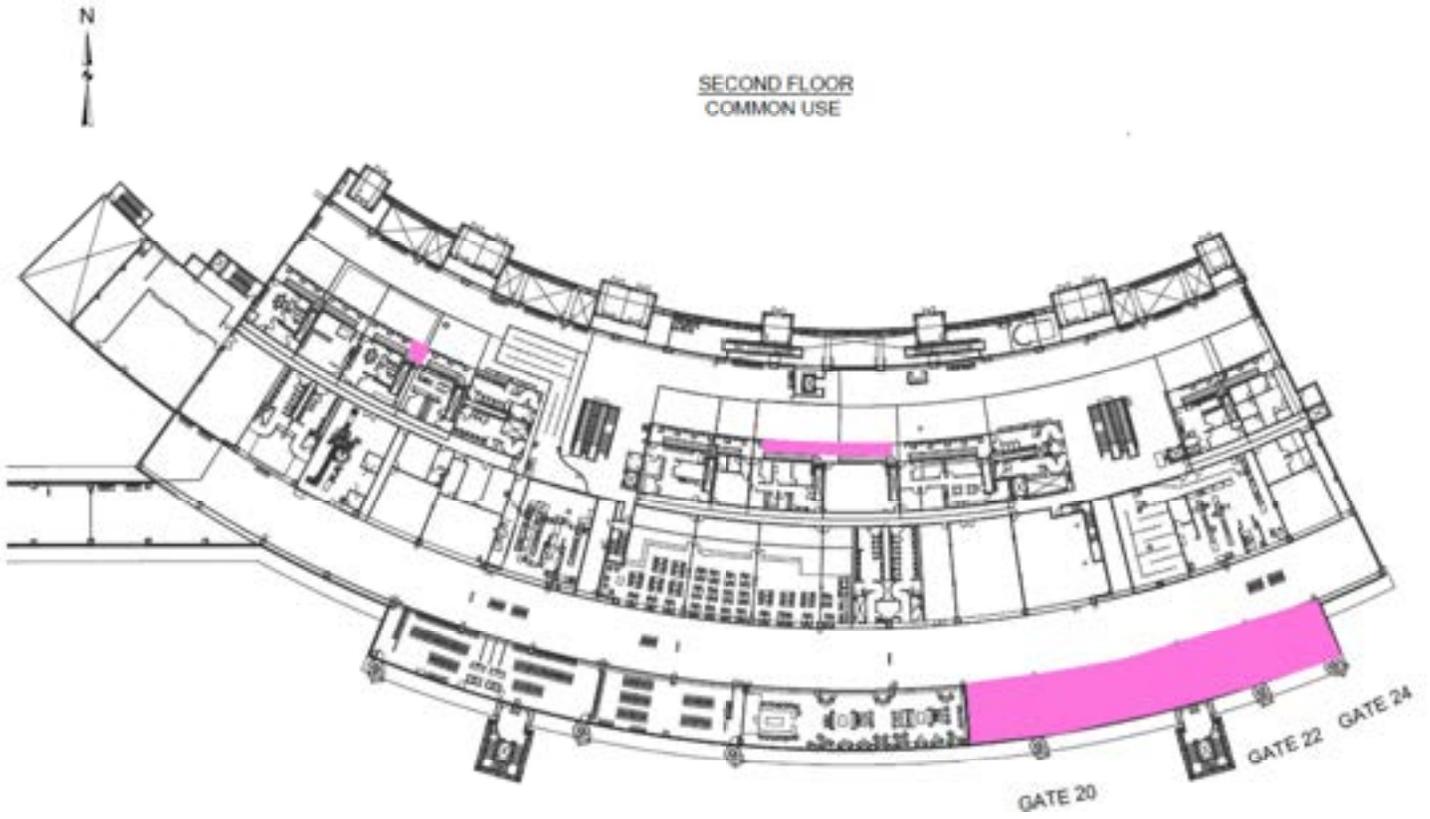


EXHIBIT D-6 – DEPARTURE GATE APRON AND REMOTE GSE STORAGE AREA

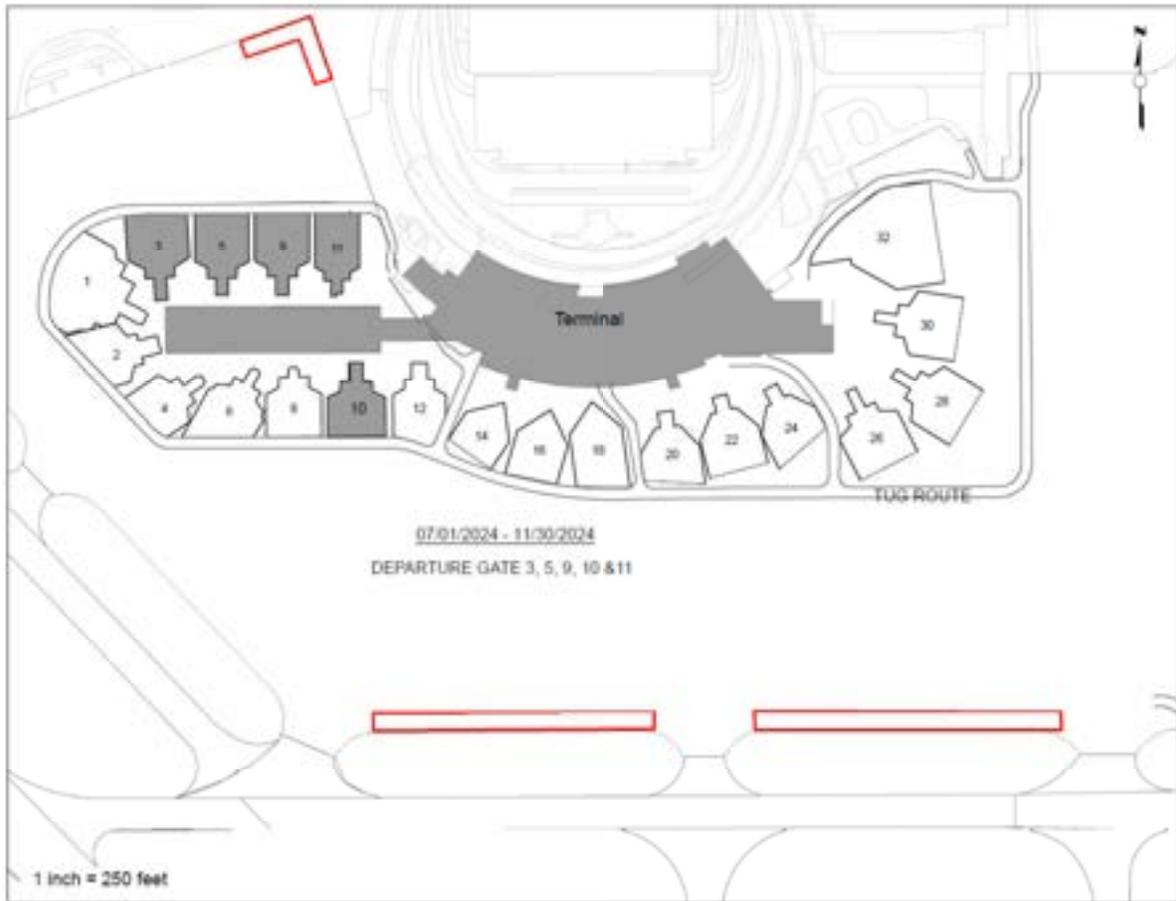


EXHIBIT D-2 – PREFERENTIAL USE SPACE (continued)

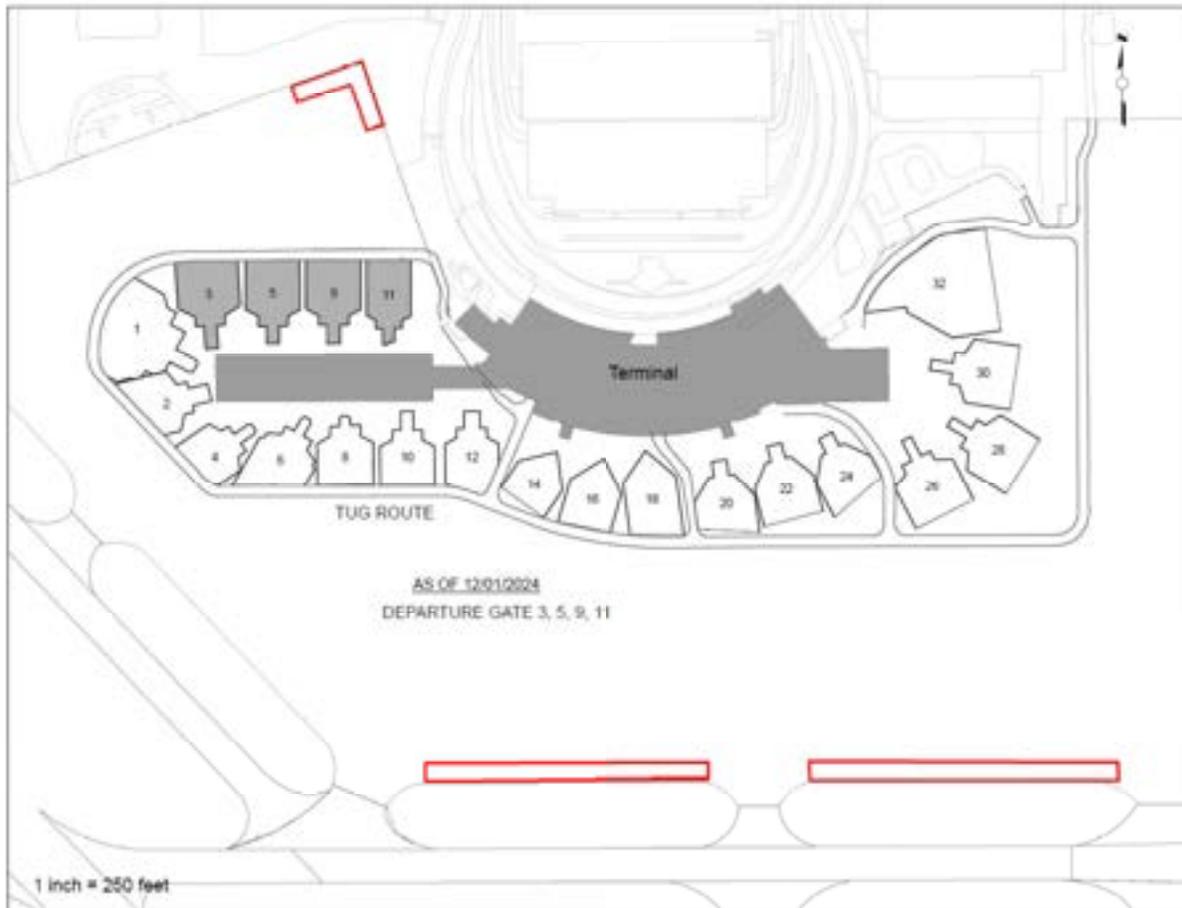


EXHIBIT D-7 – WHEELCHAIR STORAGE AREA

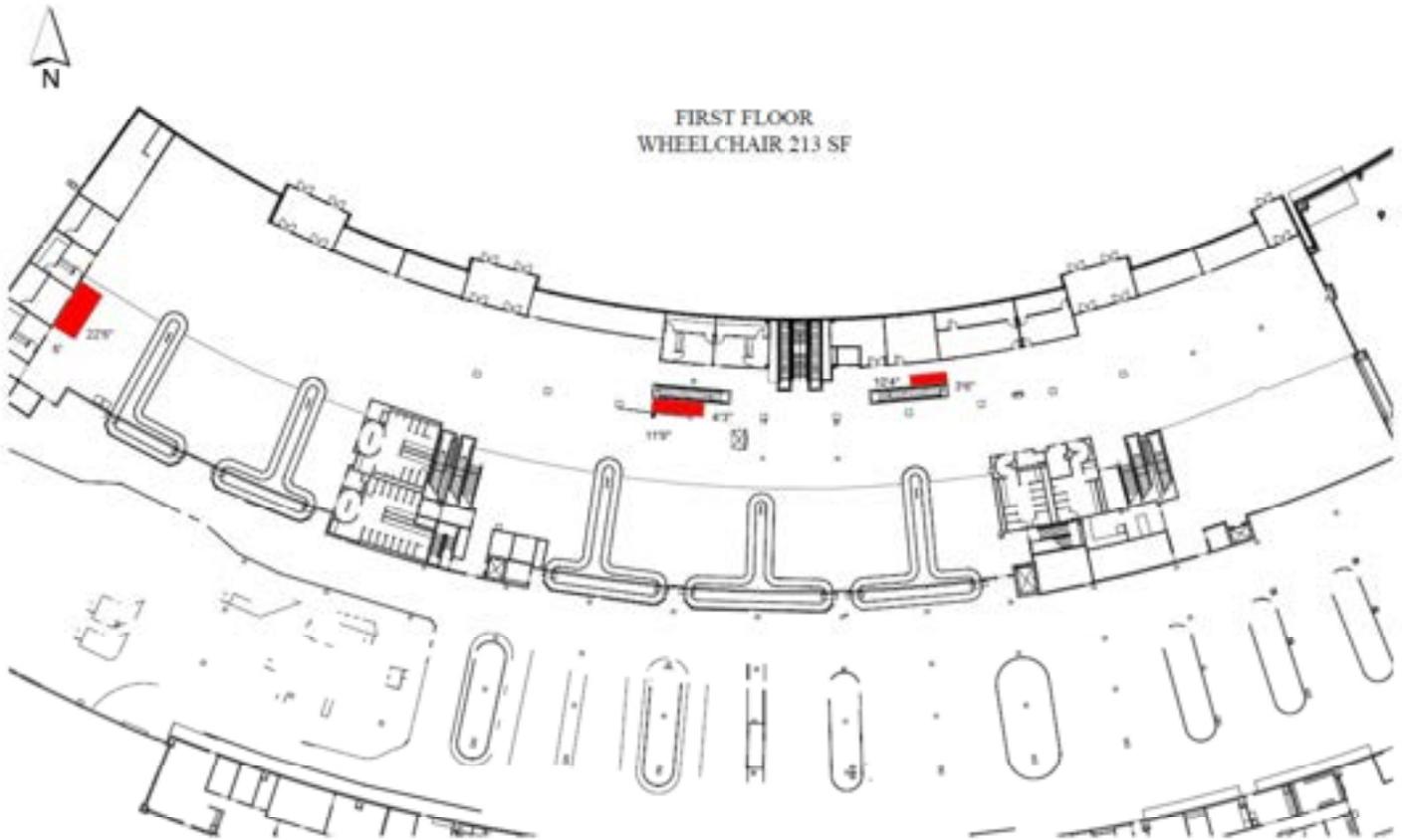
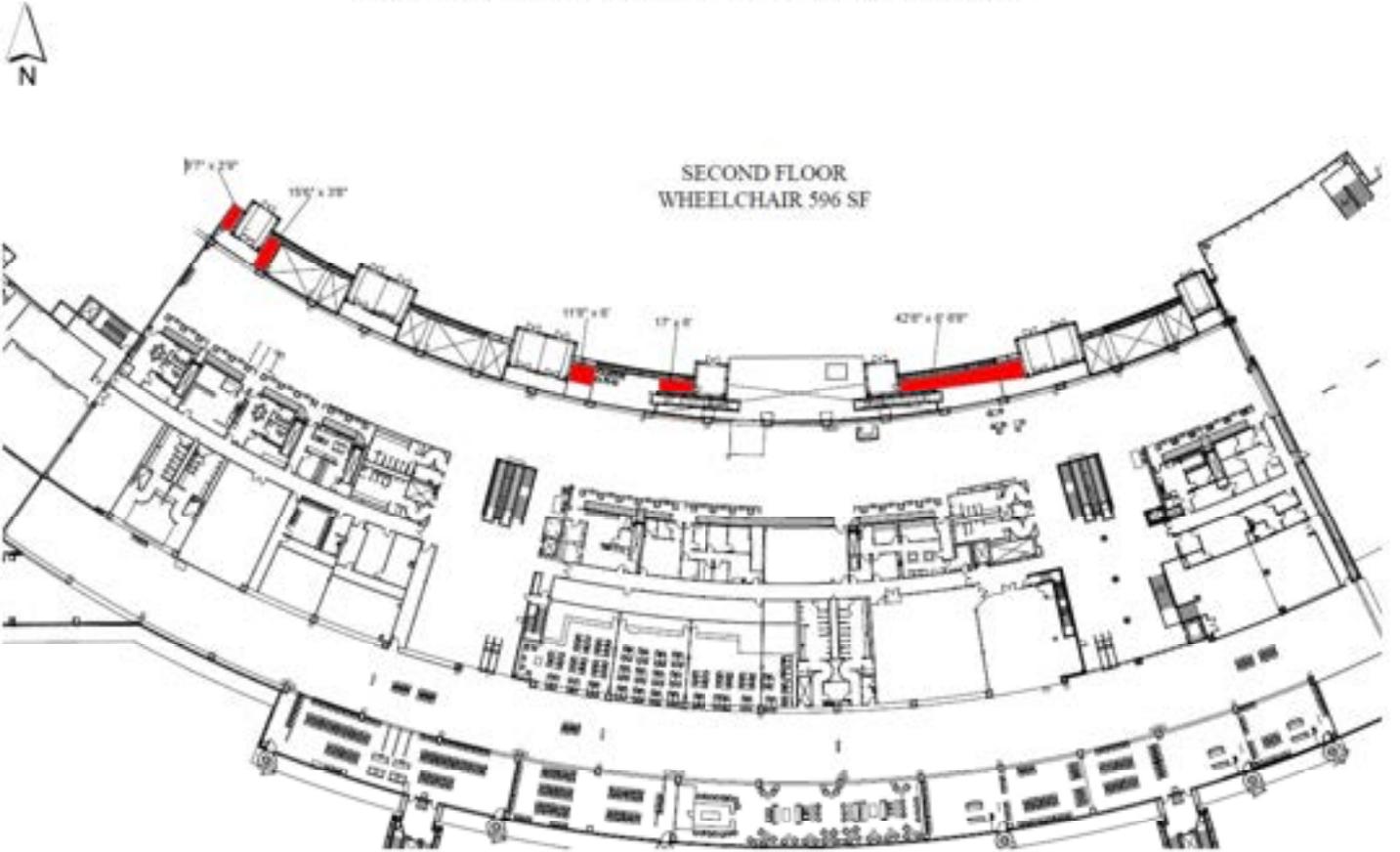


EXHIBIT D-7 – WHEELCHAIR STORAGE AREA (continued)



SECOND FLOOR
WHEELCHAIR 596 SF

EXHIBIT E – MAINTENANCE MATRIX

PREMISES DESCRIPTION AND USE RESPONSIBILITY	TERMINAL EXTERIOR	1 ST FLOOR OFFICE	2 ND FLOOR OFFICE	COUNTER - EXTENDED	TICKET COUNTERS	OPERATIONS	APRON	HOLD ROOM	PASSENGER BOARDING BRIDGE	JOINT USE SPACE	
	EXCLUSIVE						PREFERENTIAL			COMMON	
COMMUNICATIONS											
Bag and Flight Information Display Systems										◇	◇
Broadband Access ⁽¹⁾		+	+	+	+	+		+			
Common Use Systems		◇	◇	◇	◇	◇	◇	◇	◇	◇	◇
Communication Lines/Conduit: Airline-installed		+	+	+	+	+	+	+			+
Communication Lines/Conduit: Trust-installed		◇	◇	◇	◇	◇	◇	◇	◇	◇	◇
Gate Information Display System								+			
Public Address System	◇	◇	◇	◇	◇	◇		◇		◇	◇
DOOR LOCKS, LOCKSETS AND KEYS ⁽²⁾		◇	◇		◇	◇	◇	◇	◇	◇	◇
ELECTRICITY ⁽³⁾	◇	◇	◇	◇	◇	◇	◇	◇	+	◇	◇
EQUIPMENT AND COMPUTER SYSTEMS											
Airline Proprietary Computer System		+	+		+	+		+			+
Airline Ticketing, Kiosks, and Gate Equipment		+	+		+	+		+			+
Computer Room Temperature Control ⁽⁴⁾			◇			◇					
Curbside / Ticket Counter Scales/equipment					+						
FIRE ALARM SYSTEMS AND OTHER											
Defibrillators											◇
Fire Alarm System/Smoke Detectors	◇	◇	◇		◇	◇		◇	◇	◇	◇
Fire Extinguishers ⁽⁵⁾	◇	+	+		◇	+	+	◇		◇	◇
HOUSEKEEPING											
Housekeeping Apron ⁽⁶⁾							+				
Janitorial	◇	◇	◇		◇	◇	+	◇	◇	◇	◇
Trash dumpster only							◇				
Trash removal ⁽⁷⁾⁽¹²⁾	◇	◇	◇		◇	◇	+	◇	+	◇	◇
Window Cleaning	◇	◇	◇		◇	◇	◇	◇		◇	◇
LIGHTING, FIXTURES AND BULBS ⁽⁸⁾	◇	◇	◇	◇	◇	◇	◇	◇	◇	◇	◇
NATURAL GAS	◇	◇	◇		◇	◇	◇	◇		◇	◇
PEST CONTROL	◇	◇	◇	◇	◇	◇	◇	◇	◇	◇	◇
RECYCLING SERVICES	◇	+	+		+	+	+	+		◇	◇
SIGNAGE											
Back Wall and Other		+		+	+		+	+			
Departure Gate Hold Room Walls									◇		
Digital Signage: Airline-installed					+		+	+			
Digital Signage: Trust-installed ⁽⁹⁾									◇	◇	◇
Directional Signage	◇									◇	◇
External Branding Only									+		
WATER											
Distribution	◇	◇	◇		◇	◇	◇	◇		◇	◇
Ice Machines		+	+			+					
Potable Water Cabinets ⁽¹⁰⁾							+				
Plumbing	◇	◇	◇		◇	◇	◇	◇		◇	◇

PREMISES DESCRIPTION AND USE RESPONSIBILITY		TERMINAL EXTERIOR	1 ST FLOOR OFFICE	2 ND FLOOR OFFICE	COUNTER - EXTENDED	TICKET COUNTERS	OPERATIONS	APRON	HOLD ROOM	PASSENGER BOARDING BRIDGE	JOINT USE SPACE	
		EXCLUSIVE							PREFERENTIAL		COMMON	
TERMINAL INTERIOR												
	Air Conditioning: (Maint., Operation, Chilled Air Distribution)		◊	◊	◊	◊	◊		◊		◊	◊
	Airline Owned - Ticket Counter and Airline Gate Podium Shell			+		+			+			
	Back Wall Finish at Ticket Counter					+						
	Ceiling Tiles		◊	◊	◊	◊	◊		◊		◊	◊
	Doors		◊	◊		◊	◊		◊		◊	◊
	Flooring: Carpet & Tile		+	+	◊	◊	+		◊		◊	◊
	Furnishings, Insert Cabinetry, and Millwork		+	+		+	+		+			
	Heating: (Maint., Operation, Warm Air Distribution)		◊	◊	◊	◊	◊		◊		◊	◊
	Insulation/Weather Stripping		◊	◊		◊	◊		◊		◊	◊
	Interior Wall Windows		◊	◊		◊	◊		◊		◊	◊
	Paint		+	+			+		◊		◊	◊
	Passenger Seating and Accessories		+						◊		◊	◊
	Repair and Maintenance of inbound and outbound baggage handling systems.					◊					◊	
	Restrooms						◊					◊
	Trust owned - Ticket Counter and Trust Gate Podium Shell											◊
	Wall Finishes ⁽¹¹⁾		+	+		+	+		◊		◊	◊
TERMINAL EXTERIOR												
	Curb and sidewalk	◊										
	Curbside Check-in (podium, inserts, IT)	+										
	Doors	◊										
	Insulation and Weather Stripping	◊										
	Lighting Mounted on Outside of Building	◊										
	Paint (example - lead in lines, envelope) ⁽¹²⁾								+			
	Paint (excluding Preferential Use Space)	◊										
	Passenger Boarding Bridges ⁽¹⁴⁾	◊										
	Pavement Maintenance - repairs only								◊			
	Roof	◊										
	Walls and Load-Bearing Structures	◊										
	Windows	◊										

Rest of page intentionally left blank

PREMISES DESCRIPTION AND USE RESPONSIBILITY		TERMINAL EXTERIOR	1 ST FLOOR OFFICE	2 ND FLOOR OFFICE	COUNTER - EXTENDED	TICKET COUNTERS	OPERATIONS	APRON	HOLD ROOM	PASSENGER BOARDING BRIDGE	JOINT USE SPACE
+	Airline is responsible										
◇	Trust is responsible										
		EXCLUSIVE						PREFERENTIAL			COMMON
FOOTNOTES											
+ AIRLINE IS RESPONSIBLE FOR:											
1	Developing Airline's own broadband service and data circuits to Airline's assigned space for new requirements.										
2	Insert locks and keys.										
3	Trust will provide electricity to the curbside kiosks as depicted in Exhibit D-3.										
4	The Trust will invoice Airline for reimbursement for any additional temperature burdens created by Airline.										
5	Airline Exclusive Space and the Apron associated with Airline Departure Gate.										
6	Including, but not limited to: (a) Safely and properly collecting and disposing of bio-hazards and other hazmat from Airline's aircraft [Trust will mitigate any ineffective response and charge Airline for the clean-up]; (b) stowing cables, water hoses, and all GSE in the appropriate GSE Storage Area(s) as depicted in Exhibit D-6; (c) keeping and confirming that Apron is free from fuel, oil, debris, and other foreign objects; (d) scrubbing; and (e) removal of all GSE if operating under a Per Turn Use arrangement.										
7	Airline to inform Airport maintenance, in advance, of any large or excessive trash removal needs; Airline personnel will then be advised on how to proceed.										
8	With the exception of any light fixtures installed by Airline.										
9	Trust may install Digital Signage, at any unleased Ticket Counter or Hold Room, intended for Common Use.										
10	Trust owns all of the Potable Water Cabinets, excepting Gate 1 which is owned by American Airlines; however, the Airlines are responsible for all of the maintenance and repairs.										
11	Back wall paint, color, and signage; any Airline changes must be approved in writing by the Director.										
12	Painting the envelope associated with Airline Departure Gate. The Trust may provide paint services, but only upon Airline written request. Airline will be responsible for providing all drawings to the Trust and for reimbursing the Trust for the cost to provide the painting service. This will not be a part of the rates, and the Trust will invoice the Airline separately.										
◇ TRUST IS RESPONSIBLE FOR:											
13	In the Joint Use Space, trash receptacles located in the Security Checkpoint and Baggage Claim Areas only.										
14	Trust owns all of the Passenger Boarding Bridges (PBBs) and the attached Baggage Slides. The Trust shall repair and maintain the Baggage Slides and the PBBs including the associated preconditioned air systems, and 400 Hertz units.										

EXHIBIT F-1 – TERMINAL USE RATES

Exhibit F-1
 Oklahoma City Airport Trust
 Will Rogers World Airport
 2025 Budget Rates and Charges
 Terminal Use Rate
 8/13/2024

	Source Table	Weight	Budget 2024	Budget 2025	Variance	% Change
Operating expenses	A-12		511,637,379	510,912,456	(5724,923)	-6.2%
Depreciation	A-13		747,848	385,889	(361,958)	-48.4%
Debt Service	A-9		555,366	1,085,318	529,952	95.4%
Less: cost of passenger boarding bridges			(337,753)	(289,485)	48,247	-14.3%
Net Requirement			512,602,860	512,094,178	(508,682)	-4.0%
Weighted terminal space	see below		236,965	395,136	158,170	66.7%
Terminal Use Rate			553.18	530.61	(522.58)	-42.4%
Space by category						
Type 1-Exclusive	A-4	100%	28,867	30,601	1,734	6.0%
Type 2-Exclusive Operations	A-4	50%	35,317	30,182	(5,135)	-14.5%
Type 3-Preferential	A-4	100%	64,113	44,885	(19,228)	-30.0%
Type 4-Joint	A-4	100%	108,911	99,218	(9,693)	-8.9%
Concession Space	A-4	100%	32,360	37,519	5,159	15.9%
FIS	A-4	100%	0	27,209	27,209	100.0%
Public Area	A-4	50%	111,158	171,068	59,910	53.9%
Airport Administration	A-4	100%	0	37,359	37,359	100.0%
Airport Maintenance	A-4	100%	0	12,360	12,360	100.0%
Police	A-4	100%	0	3,372	3,372	100.0%
Custodial	A-4	50%	0	3,975	3,975	100.0%
Total			380,726	497,748	117,022	30.7%
Weighted space by category						
Type 1-Exclusive		100%	24,675	30,601	5,926	24.0%
Type 2-Exclusive Operations		50%	17,659	15,091	(2,568)	-14.5%
Type 3-Preferential		100%	48,085	44,885	(3,200)	-6.7%
Type 4-Joint		100%	66,698	99,218	32,520	48.8%
Concession Space		100%	24,270	37,519	13,249	54.6%
FIS		100%	0	27,209	27,209	100.0%
Public Area		50%	55,579	85,534	29,955	53.9%
Airport Administration		100%	0	37,359	37,359	100.0%
Airport Maintenance		100%	0	12,360	12,360	100.0%
Police		100%	0	3,372	3,372	100.0%
Custodial		50%	0	1,988	1,988	100.0%
Total			236,965	395,136	158,170	66.7%
Signatory Terminal Use Rates						
Type 1-Exclusive		100%	50.00	530.61	530.61	100.0%
Type 2-Exclusive Operations		50%	50.00	515.30	515.30	100.0%
Type 3-Preferential		100%	50.00	530.61	530.61	100.0%
Type 4-Joint		100%	50.00	530.61	530.61	100.0%
Non-Signatory Terminal Use Rates						
Type 1-Exclusive		100%	50.00	536.73	536.73	100.0%
Type 2-Exclusive Operations		50%	50.00	518.36	518.36	100.0%
Type 3-Preferential		100%	50.00	536.73	536.73	100.0%
Type 4-Joint		100%	50.00	536.73	536.73	100.0%

EXHIBIT F-2 – JOINT USE ALLOCATION

Exhibit F-2
 Oklahoma City Airport Trust
 Will Rogers World Airport
 2025 Budget Rates and Charges
 Joint Use Allocation
 8/13/2024

	Source Table	Type	Budget 2024	Budget 2025	Variance	% Change
Calculation of joint use requirement						
Signatory Terminal Use Rates	F-1	Type 4-Joint	50.00	530.61	530.61	100.0%
Space	A-4	Type 4-Joint	0	99,218	99,218	100.0%
Joint use requirement			\$3,547,285	\$3,036,832	(\$510,453)	-14.4%
Less: LEO security reimbursement			(262,800)	0	262,800	-100.0%
Adjusted joint use to be allocated			\$3,284,485	\$3,036,832	(\$247,653)	-7.5%
Based on enplaned passenger market share		90%	\$2,627,588	\$2,733,149	\$105,561	4.0%
Equally		10%	\$656,897	\$303,683	(\$353,214)	-53.8%
Based on enplaned passenger market share						
Alaska		Passenger	560,909	560,077	(832)	-1.4%
Allegiant		Passenger	0	39,475	39,475	100.0%
American		Passenger	706,276	829,305	123,029	17.4%
Breeze		Passenger	0	0	0	0.0%
Delta		Passenger	353,861	271,637	(82,224)	-23.2%
Frontier		Passenger	69,481	80,431	10,950	15.8%
Southwest		Passenger	1,130,028	1,077,668	(52,360)	-4.6%
United		Passenger	307,034	374,557	67,524	22.0%
Total based on enplaned passenger market share			\$2,627,588	\$2,733,149	\$105,561	4.0%
Equally						
Alaska		Passenger	93,842	543,383	(550,459)	-53.8%
Allegiant		Passenger	0	43,383	43,383	100.0%
American		Passenger	93,842	43,383	(50,459)	-53.8%
Breeze		Passenger	93,842	0	(93,842)	-100.0%
Delta		Passenger	93,842	43,383	(50,459)	-53.8%
Frontier		Passenger	93,842	43,383	(50,459)	-53.8%
Southwest		Passenger	93,842	43,383	(50,459)	-53.8%
United		Passenger	93,842	43,383	(50,459)	-53.8%
Total equally			\$656,897	\$303,683	(\$353,214)	-53.8%
Total Joint Use Allocation			\$3,284,485	\$3,036,832	(\$247,653)	-7.5%

EXHIBIT F-3 – PASSENGER BOARDING BRIDGE FEE

Exhibit F-3
Oklahoma City Airport Trust
Will Rogers World Airport
2025 Budget Rates and Charges
Passenger Boarding Bridge Fee
8/13/2024

	Budget 2024	Budget 2025	Variance	% Change
Cost of passenger boarding bridges	\$337,733	\$289,485	(48,247)	-14.3%
Number of passenger boarding bridges	21	21	0	0.0%
Signatory cost per bridge	\$16,082.51	\$13,785.02	(\$2,297.49)	-14.3%
Non-Signatory cost per bridge	\$19,299.01	\$16,542.02	(\$2,756.99)	-14.3%

EXHIBIT F-4 – PER TURN FEES

Exhibit F-4
 Oklahoma City Airport Trust
 Will Rogers World Airport
 2025 Budget Rates and Charges
 Per Turn Fees
 8/13/2024

	Source Table	Weight	Budget 2024	Budget 2025	Variance	% Change
Components of Per Turn Fees						
Signatory Weighted Terminal Use Rates						
Type 1-Exclusive		100%	\$0.00	\$30.61	\$30.61	100.0%
Type 2-Exclusive Operations		50%	\$0.00	\$15.30	\$15.30	100.0%
Type 3-Preferential		100%	\$0.00	\$30.61	\$30.61	100.0%
Type 4-Joint		100%	\$0.00	\$30.61	\$30.61	100.0%
Airline space						
Type 1-Exclusive	A-3		14,552	30,601	16,049	110.3%
Type 2-Exclusive Operations	A-3		14,802	30,182	15,380	103.9%
Type 3-Preferential	A-3		36,720	44,885	8,165	22.2%
Requirement by type of space						
Type 1-Exclusive			\$627,524	\$936,625	\$309,102	49.3%
Type 2-Exclusive Operations			\$2,557,362	\$461,900	(\$2,095,462)	-81.9%
Type 3-Preferential			\$939,158	\$1,373,825	\$434,667	46.3%
Type 4-Joint	F-2		\$3,284,485	\$3,036,832	(\$247,653)	-7.5%
Cost of passenger boarding bridges	F-3		\$337,733	\$289,485	(\$48,247)	-14.3%
Preferential Use Per Turn Fee requirement						
Type 2-Exclusive Operations		50%	\$2,557,362	\$461,900	(\$2,095,462)	-81.9%
Type 3-Preferential		100%	939,158	1,373,825	434,667	46.3%
Cost of passenger boarding bridges	F-3		337,733	289,485	(48,247)	-14.3%
Total requirement			\$3,834,253	\$2,125,211	(\$1,709,042)	-44.6%
Number of gates	A-1		21	21	0	0.0%
Cost per gate			\$182,583	\$101,201	(81,383)	-44.6%
Signatory Preferential Use Per Turn Fee			\$500.23	\$277.26	(\$222.97)	-44.6%
Non-Signatory Preferential Use Per Turn Fee			\$600.27	\$332.71	(\$267.56)	-44.6%
Common Use Per Turn Fee requirement						
Type 1-Exclusive		100%	\$627,524	\$936,625	\$309,102	49.3%
Type 2-Exclusive Operations		50%	3,368,492	461,900	(2,906,592)	-86.3%
Type 3-Preferential		100%	939,158	1,373,825	434,667	46.3%
Type 4-Joint	F-2	100%	3,284,485	3,036,832	(247,653)	-7.5%
Cost of passenger boarding bridges	F-3		337,733	289,485	(48,247)	-14.3%
Total requirement			\$8,557,392	\$6,098,669	(\$2,458,723)	-28.7%
Number of gates	A-1		0	21	21	100.0%
Cost per gate			\$0	\$290,413	290,413	100.0%
Number of common use gates	A-1		0	4	4	100.0%
Annual cost of common use gates			\$0	\$1,161,651	1,161,651	100.0%
Daily cost of common use gates			\$8,557,392	\$3,183	(\$8,554,209)	-100.0%
Average annual turns on 1 common use gate	A-6		0	190	190	100.0%
Average daily turns on 1 common use gate			0.00	0.52	0.52	100.0%
Average daily turns rounded up	A-1		1	1	0	0.0%
Average daily turns on all common use gates			8,760	4	(8,756)	-100.0%
Common Use Per Turn Fee prior to Non-Signatory premium			\$976.87	\$795.65	(\$181.22)	-18.6%
Non-Signatory Common Use Per Turn Fee			\$1,172.25	\$954.78	(\$217.46)	-18.6%

EXHIBIT F-5 – LANDING FEE RATE

Exhibit F-5
 Oklahoma City Airport Trust
 Will Rogers World Airport
 2025 Budget Rates and Charges
Landing Fee
 8/13/2024

	Budget 2024	Budget 2025	Variance	% Change
Operating expenses	\$9,428,492	\$9,706,921	\$278,429	3.0%
Depreciation	454,681	1,161,373	706,693	155.4%
Debt Service	0	0	0	0.0%
Total Requirement	\$9,883,172	\$10,868,294	\$985,122	10.0%
Total landed weight	3,216,515	3,381,105	164,590	5.1%
Signatory Landing Fee	\$3.07	\$3.21	\$0.14	4.6%
Non-Signatory Landing Fee	\$3.69	\$3.86	\$0.17	4.6%

EXHIBIT F-6 – AIRLINE’S RATES AND CHARGES

Exhibit F-6
 Oklahoma City Airport Trust
 Will Rogers World Airport
 2025 Budget Rates and Charges
 Airline’s Rates and Charges
 8/13/2024

	Source Table	Airline	Lease Status	Budget 2024	Budget 2025	Variance	% Change
United		United	Signatory				
Terminal Use Rate revenues							
Space							
Type 1-Exclusive	A-3			3,633	3,664	31	0.9%
Type 2-Exclusive Operations	A-3			2,056	2,126	70	3.4%
Type 3-Preferential	A-3			9,635	9,742	107	1.1%
Weighted Terminal Rental Rates							
Type 1-Exclusive	F-1			\$0.00	\$30.61	\$30.61	100.0%
Type 2-Exclusive Operations	F-1			\$0.00	\$15.30	\$15.30	100.0%
Type 3-Preferential	F-1			\$0.00	\$30.61	\$30.61	100.0%
Type 4-Joint	F-2			\$0.00	\$30.61	\$30.61	100.0%
Revenues							
Type 1-Exclusive	F-1			\$181,652	\$112,147	(\$69,505)	-38.3%
Type 2-Exclusive Operations	F-1			54,674	32,536	(22,138)	-40.5%
Type 3-Preferential	F-1			384,324	298,180	(86,144)	-22.4%
Type 4-Joint	F-2			400,876	417,941	17,065	4.3%
Total terminal use rate revenues		United	Signatory	\$1,021,526	\$860,803	(\$160,723)	-15.7%
Passenger Boarding Bridge Fee							
Cost per bridge	F-3			\$16,082.51	\$13,785.02	(\$2,297.49)	-14.3%
Number of passenger boarding bridges	F-3			5	5	0	0.0%
Passenger Boarding Bridge revenues	F-3	United	Signatory	\$80,413	\$68,925	(\$11,487)	-14.3%
Preferential Use Per Turn Fee							
Preferential Use Per Turn Fee	F-4			\$500.23	\$277.26	(\$222.97)	-44.6%
Annual Turns per Gate-Preferential	F-4			0	0	0	0.0%
Preferential Use Per Turn Fee revenues	A-21	United	Signatory	\$0	\$0	\$0	0.0%
Common Use Per Turn Fee							
Common Use Per Turn Fee	F-4			\$0.00	\$0.00	\$0.00	0.0%
Annual Turns per Gate-Common Use	F-4			0	0	0	0.0%
Common Use Per Turn Fee revenues	A-21	United	Signatory	\$0	\$0	\$0	0.0%
Landing Fee							
Landing Fee	F-5			\$3.07	\$3.21	\$0.14	4.6%
Landed Weights (in 000s)	F-5			328,965	394,758	65,793	20.0%
Landing Fee revenues	A-23	United	Signatory	\$1,009,923	\$1,267,173	\$257,251	25.5%
Total revenues				\$2,111,861	\$2,196,901	\$85,040	4.0%
Enplanements	A-7			272,448	326,938	54,490	20.0%
CPE		United	Signatory	\$7.75	\$6.72	(\$1.03)	-13.3%

EXHIBIT F-7 – SUMMARY OF AIRPORT’S RATES & CHARGES

Exhibit F-7
 Oklahoma City Airport Trust
 Will Rogers World Airport
 2025 Budget Rates and Charges
 Summary of Airport's Rates & Charges
 8/13/2024

	Weight	Budget 2024	Budget 2025	Variance	% Change
Signatory					
Terminal Use Rate					
Type 1-Exclusive	100%	\$0.00	\$30.61	\$30.61	100.0%
Type 2-Exclusive Operations	50%	\$0.00	\$15.30	\$15.30	100.0%
Type 3-Preferential	100%	\$0.00	\$30.61	\$30.61	100.0%
Type 4-Joint	100%	\$0.00	\$30.61	\$30.61	100.0%
Passenger Boarding Bridge Fee		\$16,082.51	\$13,785.02	(\$2,297.49)	-14.3%
Preferential Use Per Turn Fee		\$500.23	\$277.26	(\$222.97)	-44.6%
Common Use Per Turn Fee		\$976.87	\$795.65	(\$181.22)	-18.6%
Signatory Landing Fee		\$3.07	\$3.21	\$0.14	4.6%
Signatory CPE		\$6.06	\$5.80	(\$0.26)	-4.3%
Non-Signatory (120% of Signatory Rate)					
Terminal Use Rate					
Type 1-Exclusive	100%	\$0.00	\$36.73	\$36.73	120.0%
Type 2-Exclusive Operations	50%	\$0.00	\$18.36	\$18.36	120.0%
Type 3-Preferential	100%	\$0.00	\$36.73	\$36.73	120.0%
Type 4-Joint	100%	\$0.00	\$36.73	\$36.73	120.0%
Passenger Boarding Bridge Fee		\$19,299.01	\$16,542.02	(\$2,756.99)	-17.1%
Preferential Use Per Turn Fee		\$600.27	\$332.71	(\$267.56)	-53.5%
Common Use Per Turn Fee		\$1,172.25	\$954.78	(\$217.46)	-22.3%
Non-Signatory Landing Fee		\$3.69	\$3.86	\$0.17	5.5%
Non-Signatory CPE		\$10.22	\$9.10	(\$1.12)	-10.9%

EXHIBIT G – MONTHLY REPORT OF ACTUAL AIRLINES STATISTICS AND SELF-INVOICING FORM (SIGNATORY)

Will Rogers World Airport (OKC)
 Monthly Report of Actual Airline Statistics and Self Invoicing Form for Signatory Airlines
 For the 2025 Fiscal Year

Name of Code Share Airline: _____
 Signatory Airline Code Share to: _____
 Name of Ground Handler: _____

Prepared by: _____
 Date Prepared: _____
 Phone #: _____
 FAX #: _____
 Email Address: _____

Activity for: Month _____ Fiscal Year 2025

Landing Fee	Aircraft Type	# Landings	Max Land Wgt (1)	Total Land Wgt
Example:	737-300	35	X 110,000	= 3,850,000
1	_____	_____	X _____	= _____
2	_____	_____	X _____	= _____
3	_____	_____	X _____	= _____
4	_____	_____	X _____	= _____
5	_____	_____	X _____	= _____
6	_____	_____	X _____	= _____
7	_____	_____	X _____	= _____
8	_____	_____	X _____	= _____
9	_____	_____	X _____	= _____
Totals	_____	_____	_____	_____

Landing Fee Rate per 1,000 Lbs. = **\$3.2100**
 Landing Fees (Total Landed Weight X Rate per 1,000 Lbs. / 1,000) = \$ _____

RON Fee
 Number of RONs _____
 Usage Schedule (see below): _____ X **\$100.00** = \$ _____
 *Please note there is not a RON fee for using the assigned airlines preferential gate for a RON for that same airline

Per Turn Fee
 Preferential Use Per Turn _____
 Usage Schedule (see below): _____ X **\$277.20** = \$ _____

Total Fees Due Oklahoma City Airport Trust = \$ _____

Gate Usage Schedule (turn = up to 3 hours of usage):

Gate	Date	Arrive	Time	Date	Depart	Time
_____	_____	_____	_____	_____	_____	_____

Enplaned/Deplaned Passenger Counts

Enplaned Passengers		Deplaned Passengers	
Revenue	_____	Revenue	_____
Non-Revenue	_____	Non-Revenue	_____
Total	_____	Total	_____

Instructions & Information:

(1) Certified Maximum Landed Weight is the certified maximum gross landing weight as specified by the manufacturer.

(2) Reporting

Completed form is due by 5th working day following month of activity.

Send Report to: Oklahoma City Airport Trust
 E-mail: ocalactivity@okc.gov

(3) Remittance

Remittance of funds to be received by the Oklahoma City Airport Trust no later than the last day of the month following month of activity.

Remit Payment to: Oklahoma City Airport Trust
 7100 Terminal Dr., Unit 937
 Oklahoma City, OK 73159-0937

Questions? Call (405) 316-3284



Will Rogers World Airport

INTERNAL USE ONLY Wgt per 100 lbs _____

Statistical Information:

	Enplaned	Deplaned
Mile:	_____	_____
Enlight:	_____	_____
De-icing:	Chemical Type	Concentrated Gallons
	_____	_____
		Number of Days Used



CERTIFICATE OF INSURANCE
Issued on behalf of Insurers by
Willis Towers Watson Insurance Services West, Inc.
811 Louisiana Street; Suite 2200
Houston, TX 77002
Telephone (713) 754-5400, Fax (713) 754-5462

This is to certify to:

Oklahoma City Airport Trust
Will Rodgers World Airport
7100 Terminal Drive, box 937
Oklahoma City, Oklahoma 73159-0937
Attn: Mr. LeRoy B. Hanson

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED: **United Airlines Holdings, Inc., United Airlines, Inc., United Services, United Ground Express, Inc. (f/k/a United Ground Services, Inc.), United Airlines Business Services Private Limited and all their subsidiary, affiliated, managed, owned or controlled companies, including any foundation, charitable trust or political action committee associated with the Company, including but not limited to United Airlines Scholarship Fund, and United We Care Employee Relief Fund, now in existence or hereafter formed or acquired, jointly or severally as their respective rights and interests may appear.**

NAMED INSURED'S ADDRESS: 233 South Wacker Drive
Chicago, IL 60606

INSURANCE COVERAGES: **Airline Liability Insurance** (including but not limited to General Liability, Passenger Legal Liability, Third Party Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liabilities, Ground Hangarkeepers Liability, Cargo Legal Liability, Liquor Legal Liability, Mail Legal Liability, Excess Advertiser's Liability, Excess Automobile Liability and Excess Employers Liability).

POLICY PERIOD: December 31, 2024 to **December 31, 2025** on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

GEOGRAPHICAL LIMITS: Worldwide but excluding

- (i) loss of or damage to property insured hereunder located in any Excluded Country.

- (ii) the operation or use of Aircraft while within the airspace of any Excluded Country.
- (iii) the Insured's activities/operations during the Period of Insurance in any Excluded Country.

Excluded Country: Russia, Ukraine, Belarus and Crimea.
However, coverage pursuant to this Policy applies:

1.

(a) for the overflight of any Excluded Country where the flight is within an internationally recognized air corridor and is performed in accordance with I.C.A.O. recommendations; or

(b) in circumstances where an insured Aircraft has landed in any Excluded Country as a direct consequence and exclusively as a result of force majeure.

2.

Worldwide in respect of Products Liability.

AIRCRAFT INSURED:

Any aircraft owned or leased to and operated by the Named Insured.

LIMITS OF LIABILITY:

Note: Aggregate Limits may be reduced due to paid claims

As respects Airline Liability Insurance: Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): not less than US\$10,000,000 any one occurrence/offense, in the aggregate annually as respects Products, Completed Operations and Personal Injury Liabilities.

USE OF PREMISES INSURED:

Solely as respects Airline Liability Insurance: Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Airline Operations.

USE OF VEHICLES INSURED:

Solely as respects Airline Liability Insurance: Ground Mobile Equipment and Automobiles operated by the Named Insured on restricted airport premises.

CONTRACT(S):

Passenger Airline Operating and Lease Agreement identified as UAL Contract 99155-8

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):



PAGE THREE

Solely as respects Airline Liability Coverage(s): City of Oklahoma City; Trustees of Oklahoma City Airport Trust (Lessor) and its/their directors, officers, employees, agents and assigns are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest.

Solely as respects Airline Liability Coverage(s): Such insurance as is afforded the Named Insured under the policies applies to liability assumed by the Named Insured under the Contract(s), but only to the extent of the coverage otherwise afforded under the policies.

Solely as respects Airline Liability Coverage(s): In the event of cancellation of the policies by Insurers, Insurers agree that such cancellation shall not be effective as to the Additional Insureds until thirty (30) days (ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers to the Certificate Holder(s) -- at the addresses shown on page one of this Certificate of Insurance.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: 12/31/2024

AUTHORIZED REPRESENTATIVE: _____
Willis Towers Watson Insurance Services West, Inc.

SECURITY (the “Insurers”) for Policy Period: December 31, 2024 to December 31, 2025

INSURER	POLICY NUMBER
One or more of the Member Companies of Global Aerospace Underwriting Managers 115 Tabor Road, Suite 3A Morris Plains, NJ 07950	281129/24
Underwriters at Lloyd’s & certain Insurance Companies, London, England through Willis Limited The Willis Building, 51 Lime Street London, England EC3M 7DQ	B080112771A24
Century Casualty Company c/o Willis Global Aviation The Willis Building, 51 Lime Street London, England EC3M 7DQ	188-2-10015-33
Allianz Global Risks US Insurance Company Through Allianz Aviation Managers, LLC 1 Chase Manhattan Plaza New York, NY 10005	A1AL000573224AM
National Union Fire Insurance Company of Pittsburg, PA Through AIG Aerospace Insurance Services, Inc. One Alliance Center 3500 Lenox Road, Suite 1100 Atlanta, GA 30326	HL 003387441-27
Starr Indemnity and Liability Company Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	1000189385-04
Continental Indemnity Company Through Applied Underwriters Aviation 800 Battery Avenue, Suite 100 Atlanta, GA 30339	BAVQFHNIL011400_1 30599_03
XL Specialty Insurance Company c/o AXA XL, a division of AXA Brookfield Place 200 Liberty Street, 25th Floor New York, NY 10281	UA00017727AV24A
QBE Insurance Corporation QBE North America (Aviation) One QBE Way Sun Prairie, WI 53596	122000660

Several Liability Notice

The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/23/2024

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 Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED United Airlines Holdings, Inc. 233 South Wacker Drive HDQCI Chicago IL 60606 USA	INSURER A: Zurich American Ins Co 16535	
	INSURER B: AIU Insurance Company 19399	
	INSURER C: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER D: American Home Assurance Co. 19380	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570107317567** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" 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			BAP 3253803 41	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	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 N	N/A	WC014111739 AOS WC014111741 WI	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Excess Workers Compensation			XWC6583207 CO, HI,IL,MA,NJ,NY,OH,VA, SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EL Each Accident \$1,000,000 EL Disease - Ea Emp \$1,000,000

Certificate No : 570107317567

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

Airport Use & Lease Agreement. Contract No: 184490

The City of Oklahoma City and the Oklahoma City Airport Trust are included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

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





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED United Airlines Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570107317567			
CARRIER See Certificate Number: 570107317567	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**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	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC014111740 MN	08/01/2024	08/01/2025		
	OTHER							
C				XWC6583208 MA SIR applies per policy terms & conditions	08/01/2024	08/01/2025		
D				XWC6583205 Excess WC - CA SIR applies per policy terms & conditions	08/01/2024	08/01/2025		
C				XWC6583206 Excess WC - TX SIR applies per policy terms & conditions	08/01/2024	08/01/2025		
C				XWC6583209 Excess WC - CO SIR applies per policy terms & conditions	08/01/2024	08/01/2025		