

REIMBURSABLE AGREEMENT

This Reimbursable Agreement ("Agreement"), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust ("Trust"), a public trust, the City of Oklahoma City ("City"), and AAR Services Inc. an Illinois corporation registered with the State of Oklahoma dba AAR Aircraft Services - Oklahoma ("AAR"),

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

WHEREAS, the Trust and AAR entered into a Lease and Operations Agreement, dated March 24, 2010, and subsequently amended by Supplements Nos. 1 through 7 ("Lease Agreement"), to lease certain hangars and buildings from the Trust, in order to operate as a Fixed Base Operator and as a Maintenance Repair and Overhaul ("MRO") operation mainly for large passenger aircraft at the Airport; and

WHEREAS, AAR has requested that the Trust provide AAR a new large hangar consisting of approximately 80,000 square feet with associated warehouse storage, office, vehicular parking, and other space at the Airport ("Project") to expand its MRO business and to be completed by approximately January 31, 2026; and

WHEREAS, the Project will mainly be located within AAR's existing Lease Premises, but the parties have agreed to modify the existing Lease Agreement to provide for the additional ground space needed for the Project and AAR's lease of the new hangar and office space; and

WHEREAS, the Oklahoma Department of Aerospace and Aeronautics ("ODAA") has agreed to offer the Trust and the City a \$20,000,000 grant to fund part of the construction and AAR has agreed to fund the remaining construction and other related expenses of the Trust for the Project; and

WHEREAS, the ODAA grant to the Trust and the City, after the ODAA's administrative expenses are deducted, is anticipated to be approximately \$19,600,000; and

WHEREAS, the Trust's estimated expenses related to the Project are estimated to be \$37,575,412.90 and the remaining commitment of AAR, after the proceeds of the ODAA grant are applied, is anticipated to be approximately \$17,975,412.90; and

WHEREAS, the City is not responsible for any funding of the expenses for the Project but is required by the ODAA to be a party to the grant; and

WHEREAS, the Project's hangar construction is anticipated to be approximately 18 months in duration; and

WHEREAS, the parties agree that the Project is appropriate to be funded through this Agreement between the parties and that AAR certifies to the Trust and the City, and understands that the Trust and City may rely on such certification, that it has sufficient funds available to reimburse the Trust AAR's anticipated portion of the Project's costs and to pay the same when due in accordance with this Agreement; and

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

ARTICLE 1. TERM

This Agreement shall be effective as of February 1, 2024 ("Effective Date") and shall terminate when the construction of the Project is complete, Trust has made final acceptance of the Project, all of the Trust's Project expenses have been paid, and all payments from AAR to reimburse the remaining expenses for the Project are received by the Trust. This Agreement should not extend more than ninety (90) days beyond its intended termination period unless extended by written agreement by the AAR's designated representative, Chris Koiner, and the Director of Airports ("Director").

ARTICLE 2. INTENT

2.01 Architectural and Engineering Services

AAR has retained Frankfurt-Short-Bruza Associates, P.C. ("FSB") through an Agreement dated March 27, 2023 ("FSB Agreement") to design and provide all architectural and engineering services for the Project to meet the needs of both the Trust and AAR. AAR and FSB have agreed to separately amend the FSB Agreement to include the Trust and the City as the Project Physical Owners (as defined therein) for the benefit of their design and engineering services for the Project. AAR shall remain solely responsible for paying for FSB's services (\$1,293,177) unless the FSB Agreement should be assumed by Trust in lieu of termination as described therein.

2.02 Program Manager and Construction Manager at Risk

The Project's anticipated delivery model will be through a Construction Manager ("CM") at Risk ("CMAR") as allowed by 61 O.S. § 217 (2023). To assist with keeping the Project on-budget, on-time, and to manage the CMAR process and the CM's subcontractors, the Trust has retained the services of a professional Program Manager ("PM") for the Project. Upon completion of any necessary competitive bidding of the various components of the Project, the CMAR will provide Trust its Gross Maximum Price ("GMP") and the Trust will determine if the CM will be paid on a lump sum or cost-plus basis. The PM and CM's costs will be part of the Project's costs that are reimbursed to the Trust through this Agreement.

2.03 Relocation of Pipeline and Fuel Facility Equipment

The selected location for the Project will require the Trust to have its fuel supplier relocate certain equipment and the pipeline feeding the Airport's fuel facility in order to

accommodate the Project. This relocation work will be part of the Project's cost that are reimbursed to the Trust through this Agreement.

2.04 Relocation and/or Construction of Fuel Facility Storage Area

The location for the Project will require the Trust to relocate and/or construct a storage and shop area that are used by the Airport's fuel facility in order to accommodate the Project. This work will be part of the Project's cost and subject to this Agreement.

2.05 Change Orders or Additional Work

Both parties understand that all work related to the Project may involve change orders and amendments to the various agreements and work described herein and may result in a higher than anticipated actual cost for the Project. All parties understand that the actual cost for the Project's scope will be subject to this Agreement.

ARTICLE 3. ESTIMATED COSTS

The costs associated with the Project and this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Project Manager	\$727,385.00
Relocation of Jet Fuel Pipeline & Equipment (P66)	\$974,529.00
Relocation and Construction of Fuel Storage Building	\$432,536.00
Pre-Construction Estimate (including O&P, bonds, insurance, CMAR fees, change order contingencies (10% = \$3.2m), etc.)	\$35,440,962.90
TOTAL TRUST PROJECT COST	\$37,575,413
LESS ODAA Grant (\$20 million less 2%)	\$19,600,000.00
AAR ESTIMATED CONSTRUCTION COST	\$17,975,412.90

ARTICLE 4. REIMBURSEMENT AND ACCOUNTING ARRANGEMENTS

4.01 Payment of Project Expenses

The Trust will be responsible to pay the initial Project's expenses until the proceeds received from the ODAA grant are exhausted. After the ODAA grant proceeds are exhausted, the Trust will invoice AAR monthly for the Project's costs. Within thirty (30) days of receipt of the invoice, AAR shall transfer by ACH payment to the Trust the full amount of the monthly invoice. In the event, the invoice is not timely paid, then the payment shall earn interest at the rate of one and one-half percent (1.5%) per month and shall become due and payable to, and received by, the Trust on or before the last day of each month. Trust will provide notice before invoicing for late fees. To aid in the timely

receipt of payments, the Trust is encouraged to make all payments through the bank-to-bank automated clearing house ("ACH") network.

4.02 Statement of Account

The Trust will provide AAR a quarterly Statement of Account of all costs incurred on the Project. The quarterly Statement of Account will consist of a copy of the payments made for the quarter and include any anticipated refund or shortage that may be due or owed by AAR at the conclusion of the Project.

4.03 Project Anticipated Costs Exceeded

If the Project's actual total cost to complete the Project exceeds the funds or the sum of funds advanced by AAR, then any excess cost over and above the amount advanced by the AAR shall be the sole responsibility of AAR and paid to the Trust.

ARTICLE 5. CHANGES AND AMENDMENTS

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change and will be formal approved by both parties. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 6. TERMINATION

This Agreement shall terminate as identified in Article 1 unless the parties mutually agree to terminate sooner. If the parties agree to terminate the Agreement earlier than the final completion of the project, then a Final Reconciliation shall be completed performed as identified in Paragraph 4.02.

ARTICLE 7. INDEMNITY

AAR hereby agrees to release, defend, indemnify, and save harmless the Trust and the City and their officers, agents, and employees from and against any and all third party claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) for loss of or damage to property or injuries to or death of any person(s) resulting from, or arising out of AAR's intentional acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement and including, without limiting the generality of the foregoing, negligent acts and omissions of AAR's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, AAR shall not be liable or be required to release the Trust for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Trust, the City, or their officers, trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. GENERAL CIVIL RIGHTS PROVISIONS

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

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

ARTICLE 9. CIVIL RIGHTS TITLE VI ASSURANCES

9.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

A. Compliance with Regulations

AAR (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

AAR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. AAR 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 AAR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the AAR of AAR's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

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

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

F. Incorporation of Provisions: AAR will include the provisions of [Paragraph 9.01, 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. AAR will take action with respect to any subcontract or procurement as AAR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AAR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, AAR may request the Trust to enter into any litigation to protect the interests of AAR. In addition, AAR may request the United States to enter into the litigation to protect the interests of the United States.

9.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 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 USC § 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 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

ARTICLE 10. TRUST'S RESERVED RIGHTS

10.01 Airport Development Reservation

Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent AAR from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Trust, would limit the usefulness of the Airport or constitute a hazard to aircraft.

10.02 War or National Emergency

During a time of war or national emergency declared by Congress, the Trust shall have the right to lease the Airport or any part thereof to the United States Government 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.

10.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between the Trust and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the 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 the 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 AAR shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Trust.

10.04 Reservation of Rights

The Trust reserves all rights and remedies that the Trust may otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

ARTICLE 11. GENERAL CONDITIONS

11.01 Notices

Notices to Trust or AAR 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 if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (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, addressed to:

Reimbursable Agreement
AAR Aircraft Services, Inc.

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

For AAR: Chris Koiner, Controller
AAR Services, Inc.
6611 S. Meridian Ave.
Oklahoma City, OK 73159
405-218-3070
Chris.Koiner@aarcorp.com

A party may designate a change to the physical address by written notice given to the other party in accordance with this Paragraph 12.01.

Unless otherwise stated herein, notice to each party shall be sufficient and deemed received on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or if hand delivered. Bills, statements, and other communication to AAR or the Trust may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

11.02 Non-Waiver

The waiver by Trust of any breach of AAR 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.

11.03 Binding Effect

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

11.04 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.

11.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto which are incorporated by reference) expresses the entire understanding of the Trust and AAR concerning the Agreement at the Airport and all agreements of the Trust and of AAR with each other, and neither the Trust

nor AAR has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by the Trust and AAR.

11.06 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.

11.07 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, 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 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.

11.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections 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.

11.09 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, as the case may be, such act or obligation.

11.10 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 District Court of Oklahoma County, Oklahoma.

11.11 Construction of Agreement


In the event of ambiguity in any of the terms 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.

11.12 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.

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

AAR AIRCRAFT SERVICES, INC.



Signature

Levi Lentz

Printed Name

General Manager

Title

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APPROVAL RECOMMENDED:

Jeff Mulder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 25TH day of JANUARY, 2024.

ATTEST: (SEAL)

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Amy Salmon
Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 30TH day of JANUARY, 2024.

ATTEST: (SEAL)

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor/
Attorney for the Trust