

## **AMENDMENT NO. 1 TO THE LEASE AND OPERATIONS AGREEMENT**

This Amendment No. 1 to the Lease and Operations Agreement ("Amendment No. 1") is made and entered into by and between the Trustees of the Oklahoma City Airport Trust ("Lessor"), and OnCue Marketing, LLC, ("Lessee"),

### **W I T N E S S E T H :**

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

**WHEREAS**, Lessor and Lessee entered into a Lease and Operations Agreement dated as of July 23, 2020 ("Original Agreement") to lease certain premises located at the Airport on which to construct or have constructed, at Lessee's sole cost and expense, certain Facilities, and Infrastructure Improvements to conduct its business as a retail convenience store with a restaurant and Fueling Station; and

**WHEREAS**, the parties agree that capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the meanings assigned thereto in the Original Agreement; and

**WHEREAS**, Lessee Completed construction of the Facilities and Infrastructure Improvements, as evidenced by the issuance of a temporary Certificate of Occupancy by the City dated June 27, 2023; and

**WHEREAS**, pursuant to Article 4 of the Original Agreement, the Lessor received and accepted the Final Site Plan and As-Built Site Plan, as provided by the Lessee, attached herein as Exhibit "B-2" and Exhibit "B-3"; and

**WHEREAS**, pursuant to Article 4.13 of the Original Agreement, the Lessee provided the Lessor with a complete set of electronic CAD drawings, on AutoCAD version 2010, or latest version; and

**WHEREAS**, in accordance with the Original Agreement, the Primary Lease Period Commencement Date started on the first day of the month immediately following the date of issuance by the City of the temporary Certificate of Occupancy; and

**WHEREAS**, pursuant to Article 3.2 of the Original Agreement, the parties desire to memorialize and formally acknowledge the Primary Lease Period Commencement Date, and the expiration of the Primary Lease Period; and

**WHEREAS**, pursuant to Article 5.6 of the Original Agreement, the parties desire to acknowledge the monetary amount the Lessee financially invested in the construction of the Infrastructure Improvements and establish the Detention Pond Construction Credit and the Drainage Credit; and

**WHEREAS**, pursuant to Paragraph 3.5.2 of the Original Agreement, the title to Infrastructure Improvements constructed by Lessee are to vest and transfer to Lessor, so Lessee executed the

Infrastructure Improvements' attached Bill of Sale which upon the Trust's approval will be incorporated into the Original Agreement's Exhibit "D" – Bill of Sale; and

**WHEREAS**, pursuant to Article 29.4 of the Original Agreement, the Director's designee reviewed and approved the equipment list and monitoring plan provided by the Lessee in conjunction with Lessee's Fueling Station operations.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Pursuant to Section 3.2 Primary Lease Period of the Original Agreement, Lessee and Lessor confirm the Primary Lease Period's Commencement Date is July 1, 2023, and the Primary Lease Period will terminate on June 30, 2048.
2. Pursuant to Section 4.1 Construction of the Original Agreement, the Final Site Plan and As-Built Site Plan depicting the Facilities and Infrastructure Improvements are incorporated into the Original Agreement as Exhibit "B-2" and Exhibit "B-3."
3. The parties agree that pursuant to Section 5.6 Rent Credits, Subparagraphs 5.6.1 and 5.6.2, the Detention Pond Construction Credit is \$100,000, and the Drainage Credit is \$250,000. The parties have previously agreed that the credits will be divided and applied evenly in monthly increments towards Lessee's rent over the initial three years of the Primary Lease Period. Any Detention Pond Maintenance Credit will be provided upon compliance with 5.6.3.
4. The parties agree that ARTICLE 25A. CIVIL RIGHTS, ARTICLE 25B. CIVIL RIGHTS TITLE VI ASSURANCE, and ARTICLE 25C. TITLE VI CLAUSES FOR THE TRANSFER OF CONSTRUCTION/ USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM of the Original Agreement are hereby deleted in their entirety and replaced with the following:

**"ARTICLE 25A - GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## **ARTICLE 25B - CIVIL RIGHTS TITLE VI ASSURANCE**

### **25B.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

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

#### **25B.1.1 Compliance with Regulations**

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

#### **25B.1.2 Nondiscrimination**

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

#### **25B.1.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment**

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

#### **25B.1.4 Information and Reports**

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

#### **25B.1.5 Sanctions for Noncompliance**

In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor 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 the Lessee under the Agreement until the Lessee complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

25B.1.6 Incorporation of Provisions:

The Lessee will include the provisions of Paragraph 25B.1, subparagraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

25B.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 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 25C - TITLE VI CLAUSES FOR THE TRANSFER OF OR  
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR  
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

**25C.1 Property Acquired or Improved Under Airport Improvement Program**

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

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

**25C.2 Construction/Use/Access to Property Under Activity, Facility, or Program**

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

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (c) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

25C.4 Right to Enter

With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Lessor will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of Lessor and its assigns.”

- 5. The parties acknowledge and agree that the recitals as contained hereinabove in this Amendment No. 1 are contractual in nature and binding on the parties.
- 6. It is understood and agreed by the Lessor and Lessee that, except as amended by this Amendment No. 1, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 1, and the recitals and provisions of this Amendment No. 1 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the “Agreement.”

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Amendment No. 1 to be retroactively effective as of the Primary Lease Period Commencement Date stated above.

**ONCUE MARKETING LLC, LESSEE**

  
Signature

Stephen T. James  
Printed Name

Chief Financial Officer  
Title

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

**ATTEST:**

**OKLAHOMA CITY AIRPORT TRUST**

Amy K Simpson  
Trust Secretary



[Signature]  
Chairman

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this  
5TH day of NOVEMBER, 20   24.

**ATTEST:**

Amy K Simpson  
City Clerk



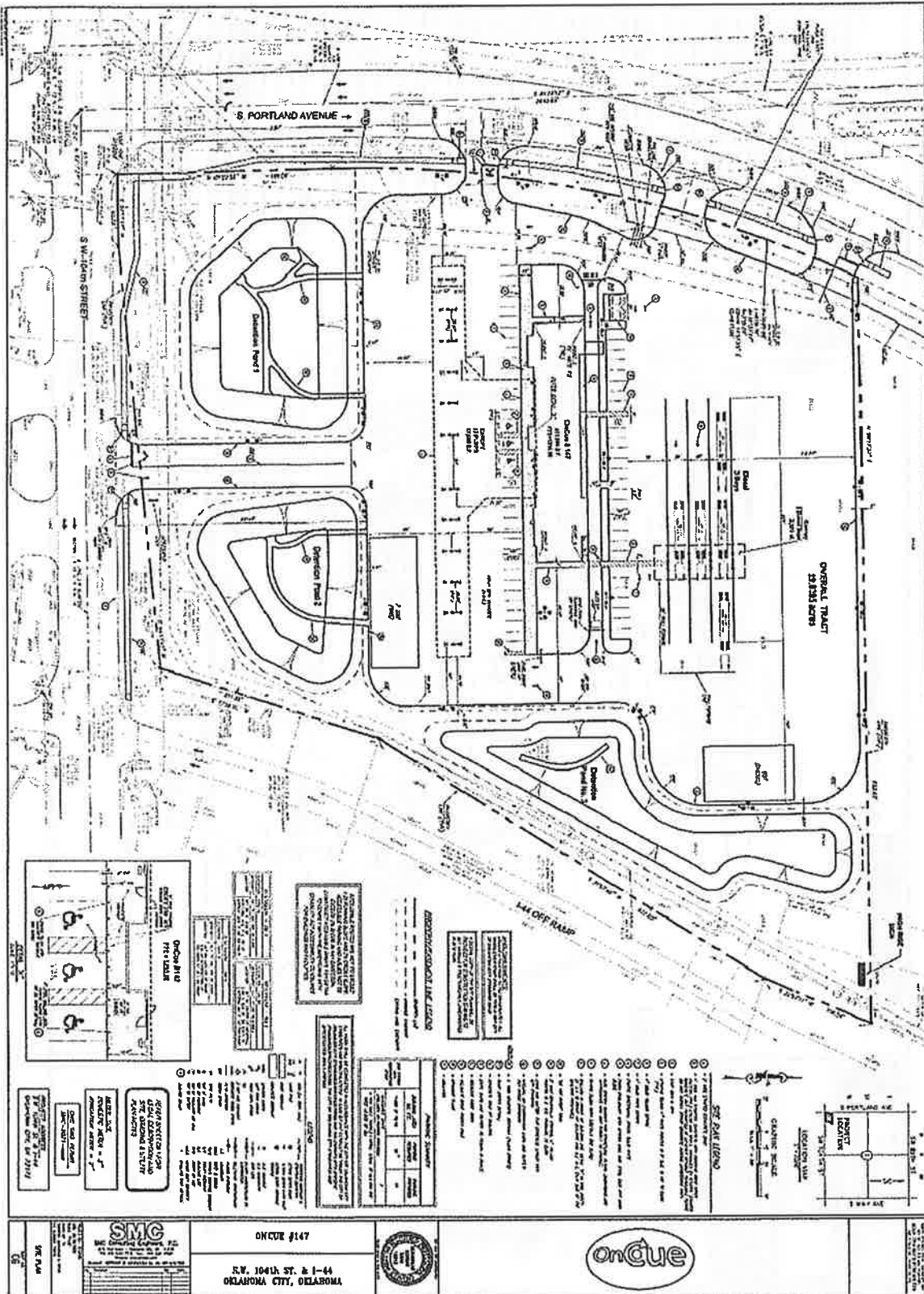
[Signature]  
Vice Mayor

**REVIEWED** for form and legality.

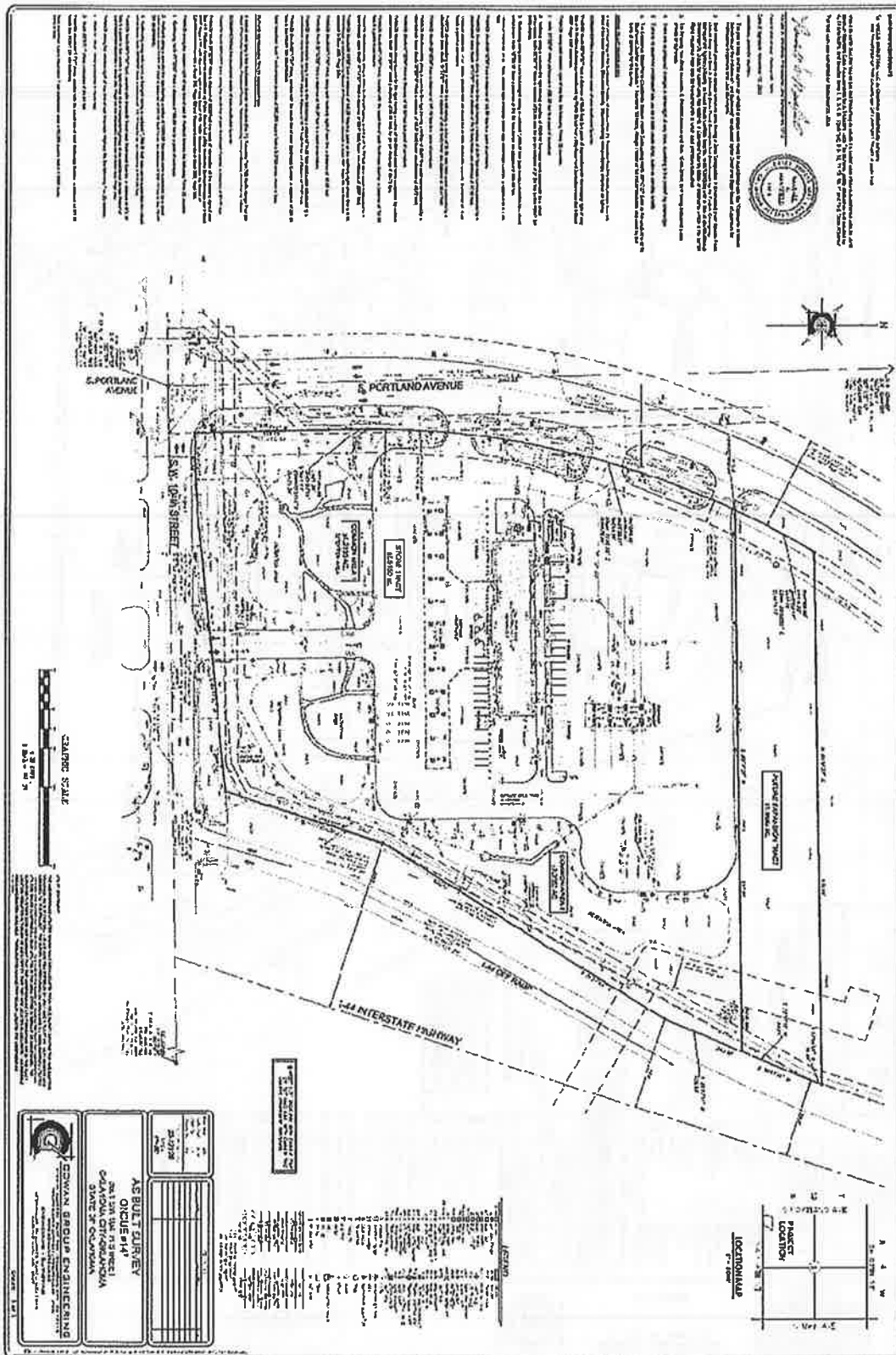
[Signature]  
Assistant Municipal Counselor /  
Attorney for the Trust



# Exhibit "B-2" Final Site Plan



# Exhibit "B-3" As-Built Site Plan



## Exhibit "D"

### Bill Of Sale

#### KNOW ALL MEN BY THESE PRESENTS:

That OnCue Marketing, LLC, party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the Trustees of the Oklahoma City Airport Trust, party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents does grant, bargain, sell, transfer, and deliver unto said party of the second part certain property located at 3601 SW 104<sup>th</sup> Street, at Will Rogers World Airport in Oklahoma City, Oklahoma as follows:

Certain Infrastructure Improvements constructed on the Leased Premises and the Common Areas identified on the attached Exhibit "A" to include:

- Three (3) detention ponds depicted in "Common Area 1" and "Common Area 2" referred to as Detention Area(s), totaling ±3.5245 acres
- An underground reinforced concrete pipe for drainage purposes of approximately nine hundred seventy-one (971) feet in length along the east side of the South Portland Avenue.

**TO HAVE AND TO HOLD THE SAME** unto the party of the second part, its successors and assigns forever and that said party of the first part does for itself, its successors and assigns, covenant with the party of the second part, its successors and assigns, (i) that the party of the first part is the lawful owner of the above described facilities hereby sold; (ii) that the facilities are free and clear of all liens and encumbrances, arising by through or under party of the first part, including by way of illustration and not exclusion, construction mortgages, financing statements and/or security agreements, laborer's, mechanic's or materialmen's liens; (iii) that party of the first part has good right to sell the facilities as aforesaid; and (iv) that it warrants and will defend the facilities against the lawful claims and demands of every and all persons whomsoever.

**WITH THE EXCEPTION OF THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH ABOVE, PARTY OF THE FIRST PART HAS MADE AND MAKES NO REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR NATURE (WHETHER EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO OR RELATING TO THE FACILITIES AND DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE FACILITIES OR ANY COMPONENT THEREOF. SUCH FACILITIES BEING TRANSFERRED ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS HEREUNDER, EXCEPT FOR ANY HAZARDOUS MATERIALS THAT MAY BE LOCATED ON, UNDER OR MIGRATING FROM THE LEASED PREMISES OR CAUSED BY THE PARTY OF THE FIRST PART'S USE OF THE FACILITIES AND IMPROVEMENTS.**

Exhibit "D"  
Bill Of Sale

IN WITNESS WHEREOF, OnCue Marketing, LLC, said party of the first part, does hereby  
cause these presents to be executed this 24<sup>th</sup> day of September, 2024.

ATTEST:

Signature

Laura Aufleger  
Printed Name

President  
Title

ONCUE MARKETING LLC

Signature

Stephen T. James  
Printed Name

Chief Financial Officer  
Title

STATE OF OK )

) SS:

COUNTY OF Payne )

Before me, a Notary Public, in and for said County and State, personally appeared the above-named OnCue Marketing, LLC, by Stephen T. James, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Chief Financial Officer, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the deed of said corporation/company for the uses and purposes therein set forth.

Given my hand and seal this 24<sup>th</sup> day of September, 2024.

My Commission expires:

2-10-2025

My Commission number:

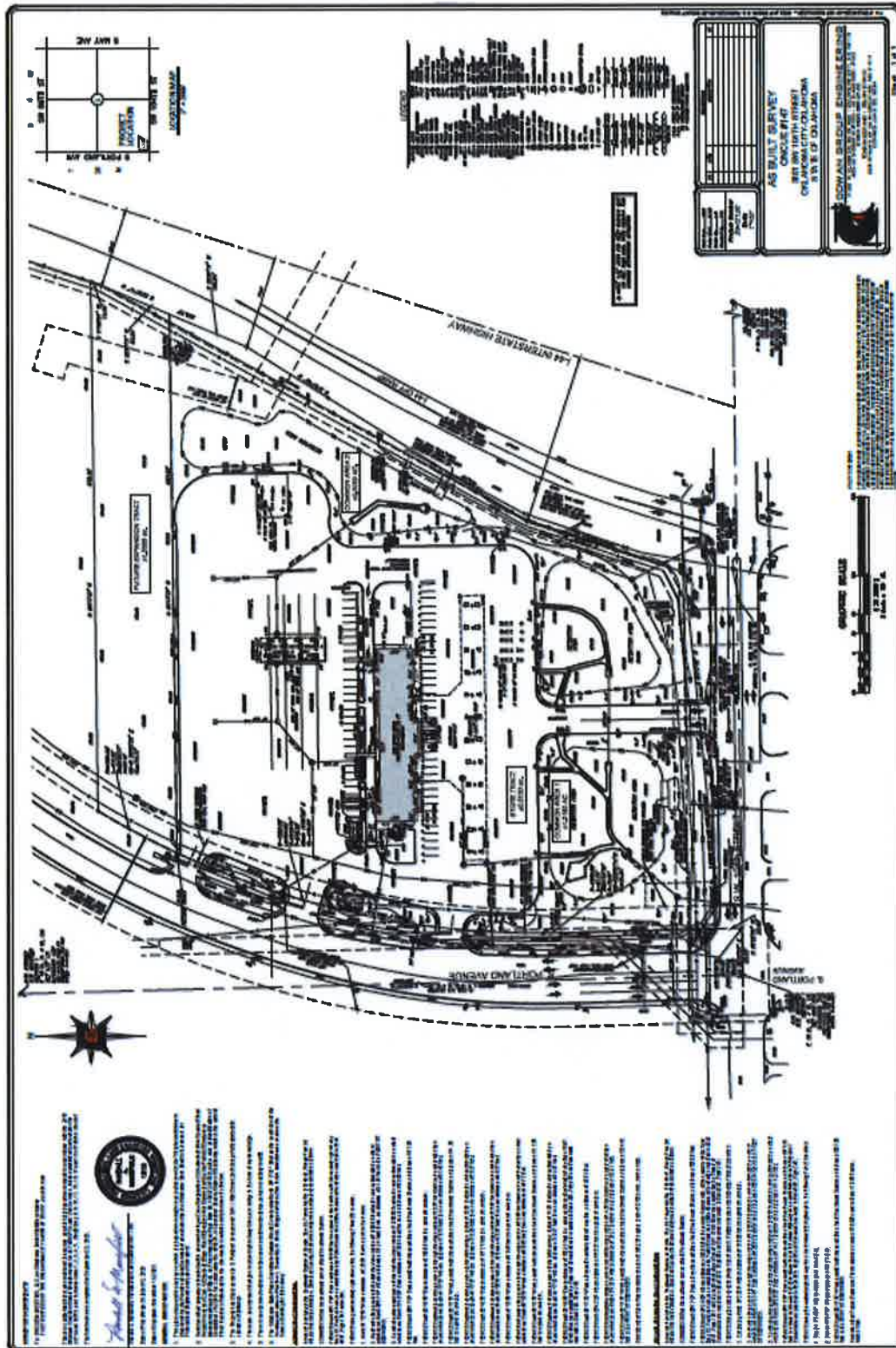
21001996

Notary Public






# Exhibit "D" Bill Of Sale



## EXHIBIT "C"

 <b>OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE</b>		PROJECT OR CONTRACT NUMBER: _____			
<b>ISSUE DATE:</b> <u>8/24/2023</u>					
<b>PRODUCER</b> <b>BancFirst Insurance Services, Inc.</b> 13230 Pawnee Drive; Suite 205 Oklahoma City, OK 73114 ADDRESS		NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.			
		<b>COMPANIES AFFORDING COVERAGE</b>			
		<b>COMPANY A</b> LETTER <b>Continental Western Insurance Company</b>			
		<b>COMPANY B</b> LETTER <b>Acadia Insurance Company</b>			
		<b>COMPANY C</b> LETTER <b>Union Insurance Company</b>			
<b>INSURED</b> <b>OnCue Marketing, LLC</b> 916 N Main Street Stillwater, OK 74075 ADDRESS		<b>COMPANY D</b> LETTER <b>Ace American Insurance</b>			
		<b>COMPANY E</b> LETTER			
COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.					
<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>LIMITS</b>	
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE _____ CLAIMS MADE AND TAIL COVERAGE _____ CONTRACTUAL LIABILITY _____ Ded/SIR \$ _____	<b>CLA4667839 (A)</b>	<b>5/1/2024</b>	<b>5/1/2025</b>	GENERAL AGGREGATE	<b>2,000,000</b>
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	<b>1,000,000</b>
				MEDICAL EXPENSES (Any One (1) Person)	<b>Excluded</b>
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>CAA4643531 (B)</b>	<b>5/1/2024</b>	<b>5/1/2025</b>	COMBINED SINGLE LIMIT	<b>1,000,000</b>
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
<b>WORKER'S COMPENSATION AND EMPLOYER LIABILITY</b> Standard Compliance for the State of Oklahoma	<b>WCA4722120 (C)</b>	<b>5/1/2024</b>	<b>5/1/2025</b>	EACH ACCIDENT	<b>1,000,000</b>
				DISEASE - POLICY LIMIT	<b>1,000,000</b>
				DISEASE - EACH EMPLOYEE	<b>1,000,000</b>
<b>VALUABLE PAPERS INSURANCE</b> (If required by Contract)					
<b>EXCESS LIABILITY</b> (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
<b>OTHER</b> (If required by Contract) <b>UST Pollution Property</b>	<b>G74374438 002 (D)</b>	<b>6/22/2024</b>	<b>6/22/2025</b>	Pollution Occ/Agg	<b>1,000,000/2,000,000</b>
	<b>CNA463524321 (B)</b>	<b>5/1/2024</b>	<b>5/1/2025</b>	3601 SW 104th St Property TIV	<b>6,433,400</b>
<b>DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS</b> THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.					
<b>CERTIFICATE HOLDER(S)</b> <b>The City of Oklahoma City and The Oklahoma City Airport Trust</b> <b>7100 Terminal Drive, Unit 937</b> <b>Oklahoma City, OK 73159-0937</b>		<b>CANCELLATION</b> IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER.			
		<b>AUTHORIZED REPRESENTATIVE SIGNATURE</b> TELEPHONE NUMBER (918 ) 949-6719 <i>Pamela Hohman</i>			

## EXHIBIT "C"

(PLEASE READ CAREFULLY)

### **CERTIFICATE OF INSURANCE EXPLANATION OF THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation, reduction in coverages (other than an aggregate limit provision reduction) or nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract. Neither the named insured nor its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations, or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.