



**LEASE AGREEMENT**

**BETWEEN**

**THE OKLAHOMA CITY AIRPORT TRUST**

**AND**

**D & J LAND, LLC**

# LEASE AGREEMENT

## TABLE OF CONTENTS

<b>ARTICLE 1. LEASED PREMISES.....</b>	<b>1</b>
<b>ARTICLE 2. TERM AND TITLE TO FACILITIES .....</b>	<b>1</b>
2.01 <i>Lease Period</i> .....	1
2.02 <i>Modification</i> .....	2
2.03 <i>Transfer of Title</i> .....	2
<b>ARTICLE 3. PURPOSE AND USE OF THE LEASED PREMISES .....</b>	<b>2</b>
3.01 <i>Permitted Use</i> .....	2
3.02 <i>Rules and Regulations</i> .....	2
3.03 <i>Setbacks</i> .....	4
<b>ARTICLE 4. RENTALS.....</b>	<b>4</b>
<b>ARTICLE 5. DELINQUENT RENTALS.....</b>	<b>4</b>
5.01 <i>Due Date</i> .....	4
5.02 <i>Delinquency Charges</i> .....	4
<b>ARTICLE 6. INGRESS AND EGRESS .....</b>	<b>4</b>
<b>ARTICLE 7. LESSEE’S MAINTENANCE AND REPAIR OBLIGATIONS.....</b>	<b>5</b>
7.01 <i>Maintenance and Operation by Lessee</i> .....	5
7.02 <i>Inspection</i> .....	5
7.03 <i>Premises not Maintained</i> .....	5
<b>ARTICLE 8. ALTERATIONS AND REPAIRS TO PREMISES .....</b>	<b>5</b>
8.01 <i>Director Approval</i> .....	5
8.02 <i>Repairs to Utilities</i> .....	6
8.03 <i>Construction and/or Alteration Costs</i> .....	6
8.04 <i>Improvements</i> .....	6
8.05 <i>Form 7460-1</i> .....	6
<b>ARTICLE 9. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S) .....</b>	<b>7</b>
9.01 <i>Definitions. For the purpose of this article, the following definitions apply:</i> .....	7
9.02 <i>Hazardous Material(s)</i> .....	8

9.03	<i>Compliance with Environmental Law(s) and Regulations</i> .....	8
9.04	<i>Hazardous Materials Release</i> .....	9
9.05	<i>Remedies not Exclusive</i> .....	11
9.06	<i>Environmental Indemnification</i> .....	11
9.07	<i>Environmental Reporting and Permitting</i> .....	11
9.08	<i>Violation of Environmental Laws</i> .....	12
<b>ARTICLE 10. LESSOR'S RESERVED RIGHTS</b> .....		<b>12</b>
10.01	<i>Airport Development Reservation</i> .....	12
10.02	<i>War or National Emergency</i> .....	12
10.03	<i>Incorporated Provisions</i> .....	13
10.04	<i>Right to Enter</i> .....	13
<b>ARTICLE 11. NONINTERFERENCE WITH OPERATION OF AIRPORT</b> .....		<b>13</b>
<b>ARTICLE 12. UTILITY SERVICES TO BE FURNISHED BY LESSEE</b> .....		<b>13</b>
<b>ARTICLE 13. PERSONS AND PROPERTY ON LEASED PREMISES AT RISK OF LESSEE</b> .....		<b>14</b>
<b>ARTICLE 14. TAXES</b> .....		<b>14</b>
<b>ARTICLE 15. MISCELLANEOUS COVENANTS</b> .....		<b>14</b>
15.01	<i>Leaseholder Benefits</i> .....	14
15.02	<i>Rules and Regulation Compliance</i> .....	15
15.03	<i>Signs and Advertising</i> .....	15
15.04	<i>Noise or Shock Waves</i> .....	15
15.05	<i>Wireless Networks</i> .....	15
15.06	<i>Wildlife Attractants</i> .....	16
<b>ARTICLE 16. MINIMUM STANDARDS</b> .....		<b>16</b>
<b>ARTICLE 17. INDEMNITY AND INSURANCE</b> .....		<b>16</b>
17.01	<i>Indemnity</i> .....	16
17.02	<i>Liability Insurance</i> .....	17
17.03	<i>Property Insurance</i> .....	17
17.04	<i>Certificates of Insurance</i> .....	18
<b>ARTICLE 18. TERMINATION IN EVENT OF DEFAULT</b> .....		<b>19</b>
18.01	<i>Termination by Lessor</i> .....	19
18.02	<i>Non-Monetary Event of Default</i> .....	20
18.03	<i>Meeting</i> .....	20

18.04	Notices.....	20
18.05	Waiver of Default.....	20
18.06	Repossession.....	20
18.07	Relet Leased Premises.....	21
18.08	Monies Due After Termination .....	21
18.09	Strict Performance .....	22
18.10	Rights of Lessor.....	22
18.11	Breach.....	22
<b>ARTICLE 19. WAIVER OF STATUTORY NOTICE .....</b>		<b>22</b>
<b>ARTICLE 20. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP .....</b>		<b>22</b>
<b>ARTICLE 21. ASSIGNMENT AND SUBLETTING .....</b>		<b>23</b>
21.01	Written Approval for Assignment.....	23
21.02	Lessee Continuing Liability.....	23
21.03	No Subleasing .....	24
<b>ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS .....</b>		<b>24</b>
<b>ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE .....</b>		<b>24</b>
23.01	Title VI Clauses for Compliance with Nondiscrimination Requirements .....	24
23.02	Title VI List of Pertinent Nondiscrimination Acts and Authorities.....	25
<b>ARTICLE 24. TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM .....</b>		<b>27</b>
24.01	Title VI Clauses Maintenance and Operation under Nondiscrimination Acts and Authorities.....	27
24.02	Title VI Clauses Use of Premises under Nondiscrimination Acts and Authorities.....	27
<b>ARTICLE 25. GENERAL CONDITIONS.....</b>		<b>27</b>
25.01	Notices.....	27
25.02	Non-Waiver.....	28
25.03	Binding Effect.....	28
25.04	Severability .....	28
25.05	Entire Agreement; Modification Hereof .....	28
25.06	Execution of Counterparts .....	29
25.07	Effect of Saturdays, Sundays and Legal Holidays .....	29
25.08	Descriptive Headings: Table of Contents .....	29
25.09	Construction and Enforcement .....	29

25.10	<i>Venue</i> .....	29
25.11	<i>Construction of Agreement</i> .....	29
25.12	<i>Recitals Contractual in Nature</i> .....	30
25.13	<i>Holding Over</i> .....	30
25.14	<i>Surrender of the Leased Premises</i> .....	30
<b>EXHIBIT A- LEASED PREMISES .....</b>		<b>1</b>
<b>EXHIBIT B- FORM OF CERTIFICATE OF INSURANCE .....</b>		<b>1</b>

## LEASE AGREEMENT

This Lease Agreement ("Agreement"), made and entered into this by and between the Trustees of the Oklahoma City Airport Trust ("Lessor") and D & J Land, LLC, ("Lessee"),

### WITNESSETH:

**WHEREAS**, the Lessor leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City ("City") known as the Clarence E. Page Airport ("Airport") which is located primarily in Canadian County, Oklahoma; and

**WHEREAS**, under the terms of a Lease Agreement dated October 27, 2016, with Don Parker and an Assignment and Assumption Agreement dated October 24, 2019 (collectively "Original Agreement"), Lessee did lease certain premises with a hangar located onsite to be used for storage of privately-owned aircraft; and

**WHEREAS**, the above said Original Agreement expired on December 31, 2021, and it is the desire of the Lessor and Lessee to enter into a new Lease Agreement for the premises for a lease term of five (5) years with an effective date of January 1, 2022, at terms provided herein; and

**WHEREAS**, the parties desire to enter into this Lease Agreement to set out the terms and conditions for such lease and use of the Leased Premises.

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

### **ARTICLE 1. LEASED PREMISES**

Lessor does hereby provide, demise and lease to Lessee, and Lessee does hereby accept and lease from Lessor in its current condition the Leased Premises, as more specifically described on Exhibit "A" which is attached hereto and made a part hereof, to include one (1) individual 90' x 70' lot, designated as Block 4, Lot 7. The Leased Premises currently has a private general aviation hangar and other ancillary Improvements ("Facilities") located thereon.

### **ARTICLE 2. TERM AND TITLE TO FACILITIES**

#### **2.01 Lease Period**

For purposes of this Agreement, the Lessee shall commence the leasing of the Leased Premises effective on January 1, 2022 ("Effective Date") for a 5 year period which shall terminate on December 31, 2026 ("Termination Date") and which shall be collectively known as the "Lease Period". Notwithstanding the foregoing, it is understood and agreed that this Agreement may be subsequently approved by the City of Oklahoma City, as the successor in interest to the Lessor, but said approval shall be subject to the same Effective Date.

2.02 Modification

During the Lease Period, the provisions of this Agreement shall be modified as necessary to affirm compliance requirements with applicable federal, state or local law or regulation.

2.03 Transfer of Title

It is understood and agreed by the parties that title to the Facilities and other permanent improvements constructed, erected, or placed on the Leased Premises by the Lessee shall remain exclusively in the Lessee. In the event of cancellation or termination of this Agreement during the term hereof for whatever reason, or at the expiration of the Agreement, Lessee shall remove the Facilities within thirty (30) days after such expiration, cancellation or termination unless otherwise agreed to in writing with the Director. Should the Lessee fail to remove the Facilities within the prescribed thirty (30) day period, the Lessor may cause the removal of all or any portion of the Facilities at the sole risk and expense of the Lessee.

**ARTICLE 3. PURPOSE AND USE OF THE LEASED PREMISES**

3.01 Permitted Use

The purpose of this Agreement is to provide to Lessee the right and privilege to operate and maintain the Facilities and the Leased Premises, at Lessee's sole cost and expense, only for the storage and minor maintenance of Lessee's privately-owned non-commercial general aviation aircraft operated pursuant to Part 91 regulations of the FAA. Lessee shall never use the Leased Premises for any other purpose than as a site for the storage of its privately owned aircraft. No aircraft shall be located on the Leased Premises at any time that exceeds any weight bearing capacity or having a wingspan that extends past the object free area associated with any taxiway or taxilane providing ingress or egress to the Leased Premises as described in AC 150/5300-13A or as the same may be subsequently amended or replaced. As consideration for these rights and privileges, Lessee agrees and is hereby obligated to maintain and operate said Facilities and Leased Premises in accordance with the terms and conditions set forth herein.

3.02 Rules and Regulations

Unless otherwise agreed in writing by the parties hereto, Lessee shall never use the Leased Premises or Facilities for any purpose other than that which is defined in this Article and subject to the following conditions, if applicable:

- A. All aircraft stored in the Facilities shall be operated under Part 91 of Title 14 of the Code of Federal Regulations. Neither the Leased Premises nor the Facilities shall be utilized for the storage of commercial aircraft. An aircraft shall be deemed to be a "commercial" aircraft if the same is used or operated for the purpose of generating revenue under an air carrier or commercial license issued under Parts 110 to 139 of Title 14 of the Code of Federal Regulations.

- B. No commercial business activities or enterprise shall be permitted on the Leased Premises, or within or adjacent to the Facilities even if such business is aeronautical in nature. Commercial activity shall mean and include the leasing of any space in the Facility for monetary remuneration or some exchange of in-kind benefit.
- C. No portion of the Facilities or Leased Premises shall be used for fueling aircraft. Fueling on the Airport may be performed by an owner of an aircraft, using the owner of the aircraft's own equipment, in a self-servicing area designated in the Lessor's rules, regulations or policies, or by a Fixed Base Operator who is authorized by the Lessor to sell and dispense fuel on the Airport.
- D. No fuels, flammable materials, or debris of any kind may be stored on or within the Leased Premises or the Facilities. Welding or spark-producing activities, or the use of open flames of any kind are strictly prohibited anywhere on the Leased Premises.
- E. Adequate fire extinguishers shall be supplied by the Lessee.
- F. Overhead hoisting assemblies such as cranes, winches, and block and tackle are prohibited.
- G. Only minor aircraft maintenance may be performed by the Lessee of Lessee's own aircraft. Major maintenance or aircraft overhaul is prohibited on the Leased Premises.
- H. No storage of vehicles, automobiles, recreational vehicles, travel trailers, motorcycles, or boats within the Facilities or on the Leased Premises. Vehicles may only be parked while Lessee is present on the Leased Premises or while in-flight. Extended vehicular parking on the Leased Premises is prohibited. If such vehicles, whether disabled, derelict, or operational are parked and/or stored on the Leased Premises in violation of this paragraph, they are subject to ticketing for trespass and may be immediately removed by the Lessor by way of towing at the vehicle owner's and/or Lessee's sole expense.
- I. Aircraft will not be permitted to taxi in or out of the Facilities and any type of aircraft engine running activities in or directly adjacent to the Facilities are prohibited.
- J. Outside storage of any non-aeronautical items is prohibited on the Leased Premises, except when such storage is on a temporary basis and is being used for the construction of a hangar, or items related to the construction as approved in writing by the Director.



- K. Disabled or derelict aircraft shall be removed immediately from the Airport and airfield by the Lessee or stored inside the Facilities. If disabled or derelict aircraft are found outside on the Leased Premises, the Director may remove or cause the immediate removal of such aircraft at the owner's and/or Lessee's sole expense and risk.

3.03 Setbacks

The Leased Premises are subject to any and all existing and future building setbacks, easements, restrictions, object free areas, and/or covenants whether or not the same are filed of record.

#### **ARTICLE 4. RENTALS**

Commencing on the Effective Date and during the Lease Period, Lessee shall pay the Lessor annually, in advance, a ground rental which is calculated on a per square foot per year basis for the total square footage of land area contained in the Leased Premises.

<u>BEG DATE</u>	<u>END DATE</u>	<u>SQUARE FEET</u>	<u>RATE</u>	<u>ANNUAL</u>
1/1/2022	12/31/2024	6,300	\$0.15	\$945.00
1/1/2025	12/31/2026	6,300	\$0.16	\$1,008.00

#### **ARTICLE 5. DELINQUENT RENTALS**

5.01 Due Date

All rental obligations of the Lessee under Article 4 shall be due and payable to Lessor annually, in advance and shall be delinquent if not received by Lessor on or before each and every anniversary date during the term hereof.

5.02 Delinquency Charges

It is hereby agreed by and between the Lessor and Lessee that should Lessee fail, for any reason whatsoever, to make timely remittance of the annual rentals and/or compensation as required under any of the provisions hereof, then and in that event, the rental payment shall be immediately delinquent, and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month. Moreover, said interest shall be considered additional rental and/or compensation for the Leased Premises and shall become due and payable to, and received by, Lessor on or before the last day of the anniversary month of the term hereof.

#### **ARTICLE 6. INGRESS AND EGRESS**

Upon paying the rental hereunder and performing the covenants of this Agreement, the Lessee shall have the right of ingress to and egress from said Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway, taxiways, taxilanes, and runways, provided by Lessor, serving said premises jointly with other tenants on the Airport; and the Lessee shall not

interfere with the rights and privileges of other persons or firms using said roadway, taxiways, taxilanes, and runways.

## **ARTICLE 7. LESSEE'S MAINTENANCE AND REPAIR OBLIGATIONS**

### **7.01 Maintenance and Operation by Lessee**

Lessor has no obligation to provide any maintenance or to make any improvements, alterations, or repairs to the Leased Premises or Facilities. Lessee, at its sole cost and expense, shall be responsible for all maintenance and repair needs of the Leased Premises and Facilities which shall include, but are not limited to:

- A. Structure, structural, roof, interior, mechanical, electrical, pavement and exterior maintenance.
- B. The Lessee shall maintain the Leased Premises and Facilities at all times in a safe, clean, neat, attractive, and healthful condition and shall not permit the accumulation of any trash, or debris on the Leased Premises or allow the Leased Premises or Facilities of the Airport to be in a state of disrepair.
- C. Lessee will ensure that any grass within the Leased Premises is adequately mowed and maintained to reduce fire hazard.

### **7.02 Inspection**

The Lessor, by and through the Director, shall have the right to inspect the Facilities and/or the Leased Premises at reasonable times.

### **7.03 Premises not Maintained**

If said Leased Premises and Facilities are not maintained and kept in a safe, clean, neat, attractive, and healthful condition, the Lessor may, after giving thirty (30) days written notice to Lessee (during which period Lessee may abate or correct the omission or objection so set forth in Lessor's notice) may thereupon correct such omission or objection by entering the same 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 the premises by the Lessor, and the Lessor may cause the Leased Premises or buildings thereon to be placed in a state of good repair or in a clean, sightly and healthful condition, and the Lessee agrees to pay the Lessor the expenses of the Lessor incurred in the above connection as additional rent within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Lessor.

## **ARTICLE 8. ALTERATIONS AND REPAIRS TO PREMISES**

### **8.01 Director Approval**

The Lessee shall not construct, install, remove, modify, and/or repair any of the utilities, Facilities, or Leased Premises leased hereunder without prior written

approval of the Director, such approval not to be unreasonably withheld, but may be contingent upon approval of plans and specifications for the proposed new project as well as other conditions considered by Lessor to be necessary. This includes, but is not limited to, alterations involving partitions or structural changes to Facilities or Leased Premises, modifications, or additions to electrical, or other utilities, or any roof penetrations. In making such repairs or alterations, no waste shall be committed, or damage done to the property of the Lessor. No construction, modification, or alteration shall occur until Lessee has obtained all applicable permits and provided the same to the Lessor and has the written authorization by the Director.

8.02 Repairs to Utilities

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

8.03 Construction and/or Alteration Costs

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

8.04 Improvements

In the event that Lessee makes further alterations or improvements to the Leased Premises, the use thereof shall be enjoyed by Lessee during the remaining Term of this Agreement without the payment of additional fees therefor, but such alteration or improvements shall be subject to Paragraph 2.03 at the termination or cancellation of the Agreement.

8.05 Form 7460-1

If applicable, Lessee 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 Federal Aviation Administration (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 hereof. 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. If the impact(s) cannot be so resolved, Articles 11 and 18 of this Agreement shall apply.

**ARTICLE 9. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH  
ENVIRONMENTAL LAW(S)**

9.01 Definitions. For the purpose of this article, the following definitions apply:

- A. *"Best Management Practices"* shall mean those best management practices applicable and relevant to the Lessee's activities, including but not limited to the more stringent of the practices identified for Lessee's activity by federal, state or local regulatory requirement, ODEQ General Permit OKR05, any plan or policy in effect for the Airport, or other applicable industry guidance.
- B. *"Contamination"* shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- C. *"Hazardous Material(s)"* shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, 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, 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 improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.
- D. *"Environmental Law(s)"* shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety 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 (OPA) of 1990 (OPA), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 5101 *et seq.*; the Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § 651 *et seq.*, and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

9.02 Hazardous Material(s)

Lessee hereby covenants not to permit or introduce any Hazardous Material(s), to be brought upon, used, kept, generated or stored in or about the Facilities or Leased Premises by Lessee, its agents, employees, contractors, or invitees without the prior written consent of the Lessor, by and through the Director, which consent shall not be unreasonably withheld as long as Lessee demonstrates to the Director's reasonable satisfaction that such Hazardous Material is necessary to Lessee's operation hereunder and will be used, kept, generated 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 disposition and only in a manner utilizing Best Management Practices and in compliance with all Environmental Laws. All drums, tanks or containers that contain Hazardous Materials shall be properly labeled. If Lessee breaches the obligations stated in this Article, or if the presence of Hazardous Material or chemicals that may become Hazardous Materials on or migrating from the Leased Premises is caused or permitted by Lessee or its agents, employees, contractors, or invitees and results in Contamination, or if Contamination occurs from Lessee's operations on the Airport, then Lessee is legally liable to Lessor and the City for damage resulting therefrom pursuant to this Lease Agreement as well as any applicable federal, state or other relevant authority.

9.03 Compliance with Environmental Law(s) and Regulations

Lessee, or Lessee's contractor shall conduct all of their activities: (i) in compliance with Environmental Laws, the environmental provisions of this Agreement, the Lessor's rules and regulations and any other applicable laws and regulations; (ii) in cooperation with the Lessor in the Lessor's efforts to comply with applicable Environmental Laws; and (iii) in adherence with Best Management Practices applicable to the Lessee's use of the Leased Premises. In the event of a conflict

between any provisions of this Agreement or any Environmental Laws, the more stringent provisions shall govern. Lessee shall be responsible for any applicable permits or licenses necessary for the discharge or runoff associated with its use of the Leased Premises.

9.04 Hazardous Materials Release

Without limiting the foregoing, if Lessee or its agents, employees, contractors, or invitees should in any manner, leak, discharge, spill or release Hazardous Materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Airport or Leased Premises, Lessee and its agents, or contractors shall be strictly liable to the Lessor, jointly legally and financially responsible and will incur direct liability pursuant to Environmental Laws. Lessee or its agents, employees, invitees, or contractors 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 of this Agreement and in the event of assignment of the Agreement of any portion of the premises covered by this Agreement, then both the Assignee/Assignor, whichever the case may be, shall be jointly responsible to fully comply with this Article whether such Hazardous Materials release or Contamination occurs before, during, or after such assignment of the Leased Premises but arises from the use and occupation of the Leased Premises by the Assignee/Assignor.

- A. *Immediate Response.* Lessee shall immediately notify 9-1-1 and then the General Aviation Manager of any leak or spill as soon as they are known to Lessee. Lessee shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by Lessee's operations. In the event of a release of Hazardous Material in a reportable amount, Lessee must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.
- B. *Mitigation and Remediation.* Lessee shall promptly undertake, at Lessee's sole expense to undertake all actions necessary to ensure that any violation of Environmental Laws or violation of the environmental provisions of this Lease Agreement, or any release of Hazardous Material or Contamination caused by Lessee, employees, agents, contractors, and invitees in any way associated with the Leased Premises or Airport 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, Lessee may not rely on any limiting condition or restricted use of the Lessor's property unless such conditional or restricted use has been approved in writing by the Lessor, in Lessor's reasonable sole discretion, prior to the regulatory agency's approval. The Leased Premises and Airport shall be reasonably returned to the condition existing prior to the introduction of any such Hazardous Material, or as otherwise agreed to by the Lessor in its reasonable sole discretion.

Prior to proposing any limiting condition or restricted use as the basis for corrective action or remediation proposal to the regulatory agency, Lessee shall seek the Lessor's approval of corrective action or remediation using a risk based corrective action approach to achieve a conditional "No Further Action" or equivalent determination of completion. Should the Lessor approve such an alternative risk-based approach in the sole discretion of the Lessor, which shall not be unreasonably withheld, then the Lessee agrees that it shall remain liable for, and indemnify and hold harmless Lessor from, any environmental costs the Lessor may incur in the future in relation to any residual contamination residing on Lessor property after Lessee has completed such a risk-based corrective action, which liability and indemnification shall survive the termination of this Lease Agreement without limitation pursuant to Paragraph 9.06 below.

With respect to risk-based cleanup and subject to Lessee's continuing obligation to indemnify Lessor for any Hazardous Materials on the Leased Premises, the Lessor agrees to reasonably approve cleanup criteria and investigation, monitoring, and remediation activities that comply with Environmental Laws and are consistent with both current commercial/industrial uses at the site as well as the Lessor's future development plans for the site. The Lessor further agrees that it will not unreasonably withhold approval of any reasonable risk-based, remediation-derived institutional control(s) consistent with the foregoing standard as long as any institutional control(s) are consistent with the Lessor's use or intended use of the property.

- C. *Lessor's Rights of Notice, Review and Comment.* Lessee shall provide the Lessor advance draft(s) of all proposed report, response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the Lessor reasonable time of not less than 60 days to submit comment and to provide Lessor approvals for any proposed risk-based remediation approaches prior to their submission to the regulatory agencies. Within thirty (30) calendar days following completion of any immediate response, remediation or restoration action required by this Lease Agreement or the Environmental Laws, Lessee shall provide the Lessor with a written report outlining, in detail, what has been accomplished.

9.05 Remedies not Exclusive

No remedy provided herein shall be deemed exclusive. The Lessor shall be entitled to full reimbursement from Lessee whenever the Lessor incurs any costs or experiences any reasonable quantifiable loss or liability resulting from Lessee's use, generation or management of Hazardous Materials on the Leased Premises, including but not limited to, costs of investigation, clean-up or other remedial activities, fines or penalties assessed directly against the Lessor, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-lease or market the property due to its environmental condition, even if such loss of revenue occurs after the expiration or earlier termination of the Agreement.

9.06 Environmental Indemnification

In addition to all other indemnities provided in this Agreement, Lessee agrees to defend, indemnify, and hold the Lessor and the City free and harmless from 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 reasonable attorneys' fees, 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 or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the premises, the subsurface or the migration of any Hazardous Material from the Leased Premises to other properties or into the surrounding environment, caused by the Lessee or its operations whether: (i) made, commenced or incurred during the Term; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Lessee's obligation to indemnify the Lessor and City pursuant to this Section shall not apply with respect to either: (i) any Hazardous Material released by the Lessor, its Trustees, officers, agents and employees; or (ii) any Hazardous Material (for which Lessee is not otherwise responsible) clearly demonstrated to be migrating onto the Leased Premises from some other location through no fault of Lessee.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there-from.

9.07 Environmental Reporting and Permitting

To the extent applicable, Lessee shall make available to the Lessor upon request copies of all Safety Data Sheets ("SDS") for all Hazardous Materials used or stored on the Leased Premises. To the extent applicable, Lessee shall provide the Lessor with copies of any environmentally related regulatory permits or approvals



(including revisions or renewals) and any material plan, report or notice Lessee maintains on the Leased Premises, or receives from, or provides to, any governmental unit or agency in connection with Lessee'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 Leased Premises. To the extent applicable, Lessee shall make available to the Lessor, upon request, copies of all stormwater-related plans, reports, and compliance documentation as deemed required by state, local or federal laws or regulation.

**9.08 Violation of Environmental Laws**

If there is a violation of any Environmental Laws concerning the presence use, generation, storage or other management of Hazardous Materials, Lessee shall promptly take such action as is necessary to mitigate and correct the violation. If Lessee does not act in a prudent and prompt manner, the Lessor reserves the right, but not the obligation, to come onto the Leased Premises, to act in place of the Lessee (Lessee hereby appoints the Lessor as its agent for such purposes) and to take such action as the Lessor deems necessary to ensure compliance or to mitigate the violation. If the Lessor has a reasonable belief that Lessee is in violation of any Environmental Laws, or that Lessee's actions or inactions present a threat of violation or a threat of damage to the Leased Premises, the Lessor reserves the right to enter onto the Leased Premises and take such corrective or mitigating action as the Lessor deems necessary. All reasonable and necessary costs and expenses incurred by the Lessor in connection with any such actions shall become immediately due and payable by Lessee 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 10. LESSOR'S RESERVED RIGHTS**

**10.01 Airport Development Reservation**

Lessor 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 Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, 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, Lessor 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, and in that event, a just and proportionate part of the rent hereunder shall be abated.

#### 10.03 Incorporated Provisions

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

#### 10.04 Right to Enter

Lessor, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Leased 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 during normal business hours with advanced notice provided to the Lessee when reasonably possible.

### **ARTICLE 11. NONINTERFERENCE WITH OPERATION OF AIRPORT**

Lessee covenants and agrees that it will not allow any condition on the Leased Premises, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Lessee use or permit the Leased 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. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Leased Premises, the Lessor may terminate the Agreement pursuant to Article 18 herein. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Lessor, by and through the Director, may immediately abate or correct the condition at Lessee's expense without any prior notice as described in Article 18.

### **ARTICLE 12. UTILITY SERVICES TO BE FURNISHED BY LESSEE**

The Lessee shall not permit, install, or construct any utility or utility line on the Leased Premises without prior written approval from the Director or his designee. The Lessor shall not be required to furnish any utility service to the Leased Premises, including by way of example, but not of limitation, telephone, electric, internet fiber, wi-fi, television, and gas. Lessee understands that there is no water or sewer service available or allowed on the Leased Premises. Neither the Lessor nor the City shall be liable for any failure of any service by any utility or other service provider; likewise, neither the Lessor nor the City shall be liable for injury to persons (including wrongful death) or damage to property resulting from any utility or services which may flow from or to any part of the Leased

Premises; or for interference with any such related easements of whatsoever nature, however caused. The Lessee shall make all of its own arrangements for utility service and other service companies and shall pay all charges for utility and other services used in or about Leased Premises. Lessee shall defend, indemnify, and hold harmless the Lessor and the City against any and all liability on account of such utility services. Any easement needed for utility services on the Leased Premises or Airport shall only be granted by the Lessor.

### **ARTICLE 13. PERSONS AND PROPERTY ON LEASED PREMISES AT RISK OF LESSEE**

All persons and property of every kind which may be on said Leased Premises during the term hereof shall be at the sole risk of the Lessee or those claiming under it and the Lessor shall not be liable to the Lessee, or any person whatsoever, for any injury, loss, or damage to any persons or property in or upon said Leased Premises, or upon the sidewalks and alleyways or other contiguous areas thereto. The Lessee 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 the Lessor and the City harmless therefrom. Lessor shall not be liable for acts of injury or damage that may arise to persons or property on said Leased Premises or Facilities, or that may occur during the Lessee's tenancy or occupancy.

### **ARTICLE 14. TAXES**

To the extent any taxes are assessed pursuant to applicable law or any assessment is not subject to the Trust's exempt status, Lessee 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: (i) upon the Leased Premises and Facilities; (ii) upon property owned or possessed by Lessee and situated on the Leased Premises; or (iii) upon Lessee's interest in or use of the Leased Premises. Lessee shall defend, indemnify and save Lessor and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

### **ARTICLE 15. MISCELLANEOUS COVENANTS**

#### **15.01 Leaseholder Benefits**

Lessee will not mortgage or permit to be mortgaged the title of the City or the title of the Lessor to any part of the Leased Premises described herein. Provided, however, the Lessee shall be permitted, with the prior written approval of the Lessor and under the terms and provisions of a subsequent written amendment to this Agreement, to assign its leasehold benefits hereunder and to subject its leasehold interest benefit in and to the Facilities, to a lien to secure a loan from a financial institution to Lessee to finance the construction of said Facilities. Any assignment of Lessee's leasehold interest and benefit and/or any leasehold mortgage under this Agreement shall provide therein that at all times all financial documents, including but not limited to, mortgage and financing agreements are subordinate and subject to the terms and provisions of this Agreement.

15.02 Rules and Regulation Compliance

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

15.03 Signs and Advertising

Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises or other Airport premises without first obtaining the written approval of the Director, such approval not to be unreasonably withheld.

15.04 Noise or Shock Waves

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

15.05 Wireless Networks

Lessee 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 telephone, communications, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems that could cause or be used to create electrical interference with communication between the installation upon the Airport or make it difficult for flyers to distinguish between airport lights and other aircraft, impair visibility in the vicinity of the Airport, endanger the landing, take off, or maneuvering of aircraft, or interfere with the services provided by any Airport communications.

Lessee agrees not to install or permit the installation of any equivalent system on Airport property without first obtaining written approval of the Director. Should Lessee be permitted to use such equipment or systems, or other similar related equipment or systems, such use is pursuant to the following:

- A. *Restricted to Leased Premises:* Lessee's wireless communication system and/or related communications equipment shall be installed and operated within the Leased Premises only.
- B. *No Use by Third Parties:* Lessee's network and equipment shall only be used by Lessee and its employees and contractors while on the Leased Premises. Lessee shall not solicit or permit others to use the 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 Leased Premises.

- C. *Interference:* Lessee's equipment, including any antennas, switches, or other equipment shall not interfere with any systems and facilities of the Lessor or Airport, FAA, other tenants on Airport property, or any commercial licensed telecommunications providers. Lessee's equipment should not cause radio frequency, electromagnetic, or other interference. If Lessee's equipment is demonstrated to cause any interference or disruptions as described herein, Lessee shall, at the Lessee's sole cost, remove, modify or cease use of such equipment or eliminate said interference or disruption within twenty-four (24) hours of notification from the Lessor (or a shorter period if Lessor believes a shorter period to be appropriate). Intermittent testing which causes temporary interference may be permitted upon prior notice to and with the approval of Lessor.
- D. *Non-Exclusivity:* Lessee acknowledges that Lessor has granted and/or may grant lease rights, 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.

15.06 Wildlife Attractants

Lessee shall not use or permit the use of the Leased Premises in a manner that may attract birds and other wildlife or which may pose a hazard to aircraft.

**ARTICLE 16. MINIMUM STANDARDS**

Minimum Standards shall be defined as the "Minimum Standards for Aeronautical Activities and Leasing of Land and Facilities at Oklahoma City Airports" dated October 27, 2016, as the same may be amended and revised from time to time. Said Minimum Standards are incorporated herein and made a part hereof by reference. To the extent the Minimum Standards and this Agreement conflict, this Agreement shall control.

**ARTICLE 17. INDEMNITY AND INSURANCE**

17.01 Indemnity

Except as otherwise provided in Article 9, Lessee hereby agrees to release, to defend, to indemnify, and to save harmless the Lessor and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever in matters resulting from, or arising out of: (i) Lessee's operations or activities under or in connection with this Agreement; or (ii) in matters resulting from, or arising out of Lessee's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Lessee shall not be liable or be required to release Lessor for any loss, damage, claims, suits, cost, expense, or actions occasioned by the negligence or willful misconduct of the Lessor, 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.

#### 17.02 Liability Insurance

Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Agreement with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. Applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

##### A. General Liability Insurance

Lessee shall carry a policy of General Liability Insurance, which must include coverage for aviation exposure, and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Agreement, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Agreement.

- Property damage: \$100,000 per claim arising out of a single act, accident, or occurrence; and
- All other liability including bodily injury: \$175,000 per claim arising out of a single accident or occurrence with a maximum of \$1,000,000 for any number of claims arising out of a single occurrence or accident; or
- Combined single occurrence or accident: \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence.

#### 17.03 Property Insurance

A. Lessee shall purchase and maintain in effect, during the Lease Period hereof, with responsible underwriters approved by Lessor and authorized to do business in the State of Oklahoma, a blanket "all-risk" form type of policy with the broadest extended coverage endorsements attainable, including, but not limited to, loss or damage caused by wind, hail, fire, flood, earthquake, and such other perils and hazards on the building and improvements, including boiler and machinery coverage, situated on the Leased Premises to the extent of the full replacement cost thereof. The Lessor shall be named as an additional insured for all insurance on buildings and structures owned by the Lessor or a loss payee for all buildings and structures owned by the Lessee.

- B. The Lessee shall furnish the Lessor with certificates of such insurance issued by insurance underwriters, evidencing the existence of valid policies of insurance with the coverage specified, which certificates shall not be amended so as to decrease the protection below the limit specified herein or be subject to cancellation without at least thirty (30) days advance written notice to Lessor.

#### 17.04 Certificates of Insurance

A. Deductibles

Any policy, having a deductible or retained self-insurance that exceeds \$25,000 shall not be allowed unless such insurance program is approved in advance by the Director, such approval shall not be unreasonably withheld. Lessee shall notify the Director immediately if Lessee has deductibles or retains self-insurance in excess of this stated amount. Lessee shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Lessee will not diminish Lessee's liability under this Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Lessee to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Lessor's option. If, during the term of the Agreement, the Lessee's elected insurance program exceeds any approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Lessee which in the Director's sole discretion may impact the Lessee's ability to satisfy any deductible or retained self-insurance, then the Director may require Lessee to take such reasonable actions to ensure first dollar of loss coverage to the Lessor and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.

B. Form of Certificate

Certificate(s) of Insurance, acceptable to the Lessor, in the form as shown on Exhibit "B," attached to this Agreement or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Lessor in conjunction with the signed Agreement.

C. Additional Insured

The Certificates of Insurance shall name Lessee as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured, on any general liability insurance policy, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Lessor shall be considered subordinate, if applicable at all, to the primary coverage of the Lessee

excluding claims arising from the Lessor's sole negligence. Copies of additional insured or notice provision endorsements shall be submitted to the Lessor along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Lessor as an additional insured shall be made available for review by the Lessor or the City at the Lessor's principal place of business on a timely basis when requested.

E. Notice of Change in Policy

Lessee must provide the Lessor at least thirty (30) days prior written notice of any cancellation or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For the purpose of this provision, a material change shall be considered any deductible or self-insurance that exceeds \$25,000 or any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

E. Signatory

The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the certificate with proof that he/she is an authorized representative thereof.

F. Contractual Liability

The Certificate of Insurance for the General Liability Insurance shall also include evidence of coverage for Lessee's contractual liabilities as required herein. In the event the Certificate of Insurance does not delineate coverage for Lessee's contractual liabilities or the Lessee's insurance policy does not provide sufficient coverage for the Lessee's contractual obligations contained in this Agreement, Lessee agrees that Lessee's contractual obligations to the Lessor are not diminished by the Lessee's elected insurance provisions.

## **ARTICLE 18. TERMINATION IN EVENT OF DEFAULT**

### **18.01 Termination by Lessor**

In the event that Lessee shall fail to perform, keep, and observe any of the terms, covenants, or conditions to be performed, kept, and observed ("Event of Default"), Lessor may terminate the agreement. Prior to termination for non-monetary Events of Default, Lessor shall give thirty (30) days written notice to Lessee to use due diligence to correct such condition or Event of Default. If Lessee shall not abate or correct such condition or Event of Default for thirty (30) days after receipt of such notice, or such other time as agreed to in writing by the Lessee and Lessor by and through the Director, the Lessor by and through the Director may terminate this Agreement after giving ten (10) day termination notice and the term hereby demised shall thereupon cease and expire at the end of such ten (10) day notice period in the same manner and effect as if it were the expiration of the lease term.



Prior to termination for Events of Default for the non-payment of rental, fees or other monies as set forth in this Agreement and also known as monetary Events of Default, the Lessor shall give thirty (30) days written notice to Lessees to pay said delinquent amount and if said amount is not paid in full by the expiration of the thirty (30) day notice period, Lessor, by and through the Director, may elect to immediately terminate the Agreement without further notice or time to cure provided to the Lessee.

**18.02 Non-Monetary Event of Default**

As an alternative to termination of the Agreement for any non-monetary Event of Default, Lessor may enter the Leased Premises itself or by its agents, servants, or employees, during normal business hours with advanced notice provided to the Lessee when reasonably possible, without such entering causing or constituting a termination of this Agreement or an interference with possession of the premises by the Lessee, and the Lessor may correct such condition and the Lessee shall pay the Lessor within thirty (30) days after submission of an invoice the expenses Lessor incurred to correct said condition.

**18.03 Meeting**

Within the thirty (30) day notice period set forth in Paragraph 18.01 for monetary or non-monetary Events of Default, the parties may meet to discuss and to try to resolve any Events of Default in lieu of termination of this Agreement.

**18.04 Notices**

Notwithstanding Paragraphs 18.01, 18.02 and 18.03, Lessor may terminate this Agreement and all of its obligations hereunder after providing thirty (30) day written notice of termination if Lessee shall voluntarily abandon the Lease Premises except when such abandonment be caused by force majeure events that are beyond Lessee's or Lessor's reasonable control including fire, floods, earthquake, tornadoes, labor disputes, war, acts of terrorism or other similar calamity.

**18.05 Waiver of Default**

No waiver of default by Lessor of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be construed to be or act as a waiver of any subsequent default of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee. The acceptance of rental by Lessor for any period or periods after default of any of the terms, conditions, or covenants herein contained to be performed, kept, and observed by Lessee shall not be deemed a waiver of any right on the part of the Lessor to cancel this Agreement for failure by Lessee to perform, keep, or observe any of the terms, covenants, or conditions of this Agreement.

**18.06 Repossession**

In the event the Lessor terminates this Agreement for default of the Lessee and after the expiration of the notice of termination has expired, Lessor may enter upon and repossess the Leased Premises or any part thereof and possess the improvements thereon, or any part thereof, and declare all rent remaining for the

unexpired term of the Agreement to be due and owing (said repossession and possession being hereinafter referred to as "repossession") by force, summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass, and may remove Lessee and all other persons and property therefrom. In the event of repossession by the Lessor, the Lessee shall release, defend, indemnify and save harmless Lessor and the City, and their officers, agents and employees, from all claims, damages, suits, actions, costs, expense or liability of whatsoever nature arising from the Lessor's repossession of the Leased Premises as authorized herein; provided, however, Lessee shall not be liable for or release the Lessor or the City from any loss or damage caused by the sole negligence or willful misconduct of the Lessor, the City, or their officers, agents or employees in connection with any repossession activities authorized herein.

**18.07 Relet Leased Premises**

From time to time after the repossession of the Leased Premises or any part thereof whether or not the lease term has been terminated the Lessor may, but shall be under no obligation to: (i) relet the Leased Premises or any part thereof, for the account of Lessee in the name of Lessor or otherwise, or (ii) issue one or more revocable permits for the occupancy or use of the Leased Premises or any part thereof, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the lease term) and on such terms (which may include concessions or reduced rent or fees) and for such uses as Lessor in its sole discretion may determine, and may collect and receive as rent or fees therefor. Lessee shall indemnify and hold Lessor harmless for any deficiency received by Lessor upon such reletting or issuance of one or more revocable permits, all without prejudice to any other remedy available to Lessor.

**18.08 Monies Due After Termination**

No termination of this Agreement and no repossession of the Leased Premises or any part thereof shall relieve the Lessee of Lessee's obligations and liabilities under this Agreement, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the Leased Premises or any part thereof shall have been relet or shall have been reoccupied or used pursuant to a revocable permit, Lessee shall pay to Lessor the rent and other sums and charges to be paid by Lessee up to the time of such termination or repossession. Thereafter Lessee, until the end of what would have been the full term of this Agreement, shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default, the equivalent amount of the rent and such other sums and charges which would be payable under this Agreement by Lessee if this Agreement were still in effect, less the net proceeds, if any, of any reletting, or of any issuing of a revocable permit, effected after deducting therefrom all expenses in connection with such reletting by Lessor, or in connection with such issuance of a revocable permit by the Director, including, without limiting the generality thereof, all repossession costs, operating expenses, reasonable attorneys' fees, alteration costs, and expense of preparing for such reletting by Lessor, or for the issuing of a revocable permit by the Director.

18.09 Strict Performance

No failure by Lessor to insist upon the strict performances of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term.

18.10 Rights of Lessor

The various rights, powers, and remedies herein contained and reserved to Lessor, or the Director, shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of Lessor, or of the Director, to exercise any right, power or remedy arising from any omission, neglect or default of Lessee shall impair any such right, power or remedy or shall be construed as a waiver of any such default or an acquiescence therein.

18.11 Breach

In the event of any breach or threatened breach by Lessee of any of the terms contained in this Agreement, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise, except this Agreement shall be terminated only in the manner set forth herein.

**ARTICLE 19. WAIVER OF STATUTORY NOTICE**

In the event Lessor exercises its option to terminate this Agreement for any reason, any notice of termination given by Lessor to Lessee as provided in this Agreement shall be sufficient to cancel and terminate this Agreement. In this connection, Lessee hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessor under any provisions of the laws of the State of Oklahoma, including, but not limited to, notices required to be given under any section of Title 41 of the Oklahoma Statutes. Upon such termination, Lessee hereby agrees that it will forthwith surrender up possession of the demised premises to the Trustees of the Oklahoma City Airport Trust.

**ARTICLE 20. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP**

If any individual or group of individuals, or any other entity presently owns or possesses a majority interest, equity position, voting control, or ownership in Lessee, then a transfer of a majority interest, equity position, voting control, or ownership of Lessee, including by sale, merger, consolidation, or other reorganization, shall be deemed to be a Change in Control and an assignment of this Lease Agreement that requires the express written consent of Landlord, as provided in Article 21. As used in this Lease Agreement, a "Change in Control" means a change in the ownership of more than 50% of the outstanding voting equity interests of Lessee or a change in the possession of the power to direct or cause the direction of the management and policies of Lessee, whether

through the ownership of voting equity, by statute, or according to the provisions of a contract. If a Change in Control occurs without the prior written approval of Lessor, then the Lessor may terminate this Lease Agreement under the provisions of Article 18 hereof. If Lessee is a "reporting company" as defined in the Corporate Transparency Act or other similar public disclosure reporting requirements and there is a Change in Control of Lessee, such change shall be reported to Lessor in conjunction with any reporting required by the Corporate Transparency Act or other similar public disclosure reporting requirements. If Lessee does not make such disclosure to Lessor, Lessor may terminate the Lease Agreement under the provisions of Article 18 hereof. Any person or entity with a majority interest, voting control, or ownership of Lessee, regardless of the form of the entity, shall have sufficient financial resources and operational experience to conduct the operation and activities permitted on the Leased Premises under this Lease Agreement. As required by Article 21, at least ninety (90) days prior to any Change in Control, Lessee shall submit written documentation to Lessor showing good and sufficient financial worth and adequate experience in the operation of the Facilities on the part of the contemplated transferee, and evidencing the intent of such contemplated transferee to expressly assume in writing, and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Lease Agreement, the sufficiency of which shall be in the sole discretion of the Director.

## **ARTICLE 21. ASSIGNMENT AND SUBLETTING**

### **21.01 Written Approval for Assignment**

Lessee shall not assign this Lease Agreement or any interest therein by operation of law, process or proceeding of any Court or otherwise, and/or the operation or maintenance of the Leased Premises without first obtaining the prior written approval of the Lessor. Any Change in Control of Lessee shall be deemed an assignment within the meaning of this Paragraph. Additionally, any sale or transfer of all or more than fifty percent (50%) of Lessee's assets shall be considered an assignment within the meaning of this Lease and subject to the requirements of this Paragraph. At least ninety (90) days prior to any contemplated assignment, Lessee shall submit a written request to Lessor, for approval of such assignment, and Lessee shall submit evidence showing good and sufficient financial worth and adequate experience in the operation of the Facilities on the part of the contemplated assignee. In any event, no assignment shall be made or shall be effective if Lessee is in default on any of the terms, provisions, covenants, and conditions contained in this Lease Agreement. Further, in no event shall any assignment be effective, regardless of any submissions to the Lessor, without the prior written approval of Lessor. The assignee shall expressly assume in writing and agree to be bound by and fulfill all terms, covenants, obligations, and agreements contained in this Lease Agreement.

### **21.02 Lessee Continuing Liability**

In the event of any approved assignment, the assigning Lessee shall remain liable to Lessor pursuant to Article 9 of this Lease Agreement for events arising prior to the date of such assignment. Further, in the event of any such approved assignment subject to this Article, the assignee shall not assign any portion of the

Leased Premises except with the prior written approval of Lessor, and any and all Lessee assignments shall contain a clause to this effect.

21.03 No Subleasing

Subleasing all or any portion of the Leased Premises is not allowed.

**ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS**

The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the lessee transfers its obligation to another, the transferee is obligated in the same manner as the lessee.

This provision also obligates the Lessee for the period during which the property is owned, used or possessed by the lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE**

23.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- A. *Compliance with Regulations:* The Lessee (hereinafter includes consultants) will comply with the *Title VI List of Pertinent Nondiscrimination Acts and Authorities*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B. *Nondiscrimination:* The Lessee, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the solicitation, selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the *Nondiscrimination Acts and Authorities*, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. *Solicitations for Subcontracts, including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sublessee or supplier will be notified by the Lessee of the Lessee's obligations under this agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- D. *Information and Reports:* The Lessee will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. *Noncompliance:* In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will pose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] 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 the Agreement, in whole or in part.
- F. *Incorporation of Provisions:* The Lessee will include the provisions of [Paragraph 23.01, subparagraphs] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee become 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.

#### 23.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessee, for itself, its assignee, and successor in interest agrees to comply with the following nondiscrimination statutes and authorities, as may be amended by the Federal Aviation Administration, 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 (Nondiscrimination 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;
- 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. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by 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 to 74100);
- 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 24. TITLE VI CLAUSES FOR THE TRANSFER OF OR  
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED  
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

24.01 Title VI Clauses Maintenance and Operation under Nondiscrimination Acts and Authorities

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease 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 Pertinent List of Nondiscrimination 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.

24.02 Title VI Clauses Use of Premises under Nondiscrimination Acts and Authorities

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: (i) 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; (ii) 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 (iii) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities.

**ARTICLE 25. GENERAL CONDITIONS**

25.01 Notices

Notices or other communications to Lessor or Lessee pursuant to the provisions hereof shall be sufficient if sent by: (i) registered or certified mail, return receipt requested, postage prepaid, and irrefutably deemed received on the third business day after the date mailed if recipient refused proper delivery; (ii) a nationally recognized overnight courier (receipt requested) and irrefutably deemed received the next business day following the date it was sent if the recipient refused proper delivery; (iii) emailed transmission and irrefutable 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 (iv) hand-delivered, addressed to:



For the Lessor: Oklahoma City Airport Trust  
Will Rogers World Airport  
7100 Terminal Drive, Unit 937  
Oklahoma City, Oklahoma 73159-0937  
Email: [wrwabusinessandproperties@okc.gov](mailto:wrwabusinessandproperties@okc.gov)

For the Lessee: D & J Land, LLC  
P.O. BOX 950368  
Oklahoma City, OK 73195  
[ellisonj@statewideservicecenter.com](mailto:ellisonj@statewideservicecenter.com)  
[ellisond@statewideservicecenter.com](mailto:ellisond@statewideservicecenter.com)  
(405) 306-1000  
(405) 823-1409

A party may designate a change the physical address, or email, in writing from time to time by written notice given to the other Party in accordance with this Paragraph 25.01.

Bills and statements to Lessee shall be sufficient and irrefutably 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.

25.02 Non-Waiver

The waiver by Lessor of any breach of the Lessee 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.

25.03 Binding Effect

This Agreement shall be binding upon the parties on the date of its execution by Lessee and Lessor and shall inure to the benefit of and be binding upon Lessor, Lessee, and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions and conditions of this Agreement.

25.04 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.

25.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Lessor and the Lessee concerning the Agreement at the Airport and all

agreements of Lessor and of Lessee with each other, and neither Lessor nor Lessee 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 (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Lessor and Lessee.

25.06 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.

25.07 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.

25.08 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.

25.09 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.

25.10 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.

25.11 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.

25.12 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.

25.13 Holding Over

If Lessee shall hold over without the written consent of Lessor, by and through the Director and remain in possession of the Leased Premises after the expiration of the term specified herein, such possession by Lessee shall be deemed to be merely a month-to-month tenancy for up to six (6) months from the expiration date, terminable earlier at any time by either party upon thirty (30) day written notice to the other party. During any such month-to-month tenancy for a holdover not consented to by the Lessor, Lessee shall promptly pay at a rate of 125% of the total monthly rentals, fees and charges. All other provisions of this Lease Agreement shall apply to said month-to-month tenancy. A holdover agreed to by the parties shall be at the terms set forth herein unless otherwise agreed upon by the parties at the time of holdover.


25.14 Surrender of the Leased Premises

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to Lessor in as good condition as existed at the Effective Date of this Agreement, ordinary wear, tear and obsolescence only excepted. Lessor reserves the right to make periodic inspection of Leased Premises, Facilities, and equipment therein during normal business hours with advanced notice provided to the Lessee when reasonably possible.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.

**LESSEE:**  
**D & J LAND, LLC**

  
David J. Ellison, Manager

  
James C. Ellison, Manager


**APPROVAL RECOMMENDED**



Director of Airports

**APPROVED** by the Trust and signed by the Chairman of the Oklahoma City Airport Trust  
this 24th day of February, 2022.

**ATTEST**



Trust Secretary



**OKLAHOMA CITY AIRPORT TRUST**



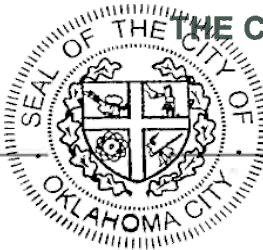
Chairman

**APPROVED** by the City Council and signed by the Mayor of the City of Oklahoma  
this 1st day of March, 2022.

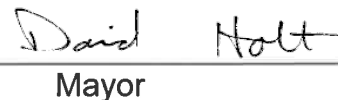
**ATTEST**



City Clerk



**THE CITY OF OKLAHOMA CITY**



Mayor

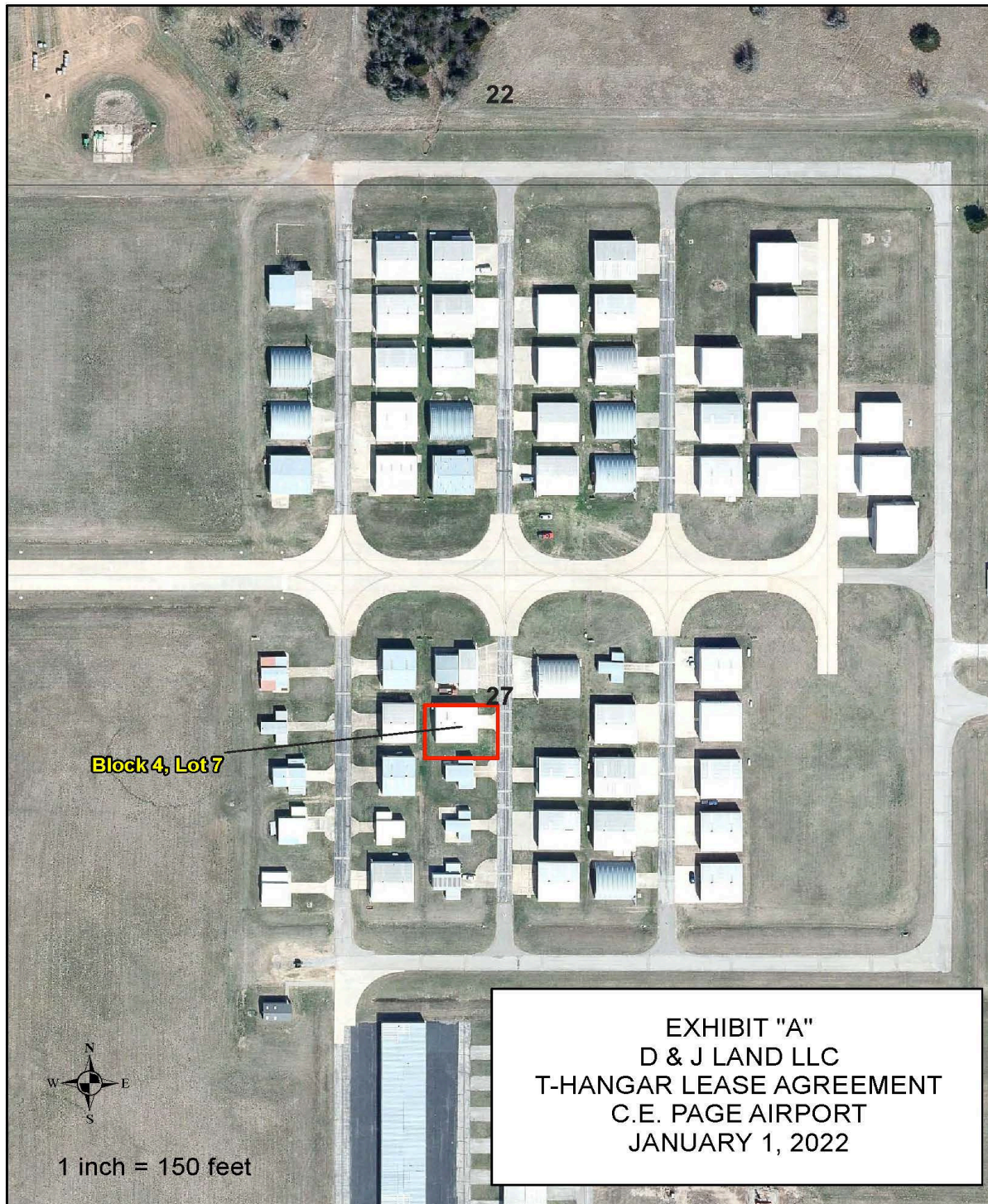
**REVIEWED** as to form and legality.



Assistant Municipal Counselor/  
Attorney for the Trust



## EXHIBIT A- LEASED PREMISES



## EXHIBIT B- FORM OF CERTIFICATE OF INSURANCE

ISSUE DATE: _____		<b>OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE</b>		PROJECT OR CONTRACT NUMBER: _____	
PRODUCER   ADDRESS   INSURED   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>			
		COMPANY A LETTER			
		COMPANY B LETTER			
		COMPANY C LETTER			
		COMPANY D LETTER			
		COMPANY E 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.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b> _____ OCCURRENCE _____ CLAIMS MADE AND TAIL COVERAGE _____ CONTRACTUAL LIABILITY _____ Ded/SIR \$ _____				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
<b>AUTOMOBILE LIABILITY</b> _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				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				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
<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>DESCRIPTION OF OPERATION(S)/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>  The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937		<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.			
		AUTHORIZED REPRESENTATIVE SIGNATURE TELEPHONE NUMBER: ( ) - ( )			

**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.



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
NATIONAL HANGAR - PROPERTY PRG  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 06/21/21  
POLICY NUMBER: KTK-630-9316A694-IND-21

INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:

PAGE AIRPORT PILOTS  
ASSOCIATION & ITS INDIVIDUAL (AS PER IL T8 00)  
C/O KELLEY TROYER  
P.O. BOX 850291  
YUKON, OK 73085

2. POLICY PERIOD: From 06/17/21 to 06/17/22 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS

Premises	Bldg.		
Loc. No.	No.	Occupancy	Address

SEE IL T0 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

DELUXE PROPERTY COVERAGE PART DECLARATIONS DX T0 00 11 12 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

7. PREMIUM SUMMARY:

Provisional Premium	*\$ 28,908
Due at Inception	\$ 28,908
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:

A J GALLAGHER RMS (BP850)  
1300 S MAIN ST  
TULSA, OK 74119

COUNTERSIGNED BY:

*B Hal Hunt*

Authorized Representative

DATE: 06-21-21





POLICY NUMBER: KTK-630-9316A694-IND-21

EFFECTIVE DATE: 06-17-21

ISSUE DATE: 06-21-21

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	NAMED INSURED ENDORSEMENT

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 03 11 12	DELUXE EXTRA EXPENSE COVERAGE FORM
DX T3 37 11 12	WINDSTORM OR HAIL DEDUCTIBLE
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX 00 05 11 94	CANCELLATION CHANGES - DELUXE
DX T3 02 11 12	CAUSES OF LOSS - BROAD FORM FLOOD
DX T3 71 11 12	ADDITIONAL INSURED
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDT

INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL F0 95 10 10	OK CHANGES-CONCEAL,MISREPRESENT OR FRAUD
IL T9 36 09 07	OK CHANGES-CANCELLATION & NONRENEWAL
IL T9 79 10 94	OKLAHOMA NOTICE
IL T9 96 10 94	OK CHANGES-APPRAISAL

**LOCATION SCHEDULE****POLICY NUMBER: KTK-630-9316A694-IND-21**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
06-17-21 to 06-17-22 .

Loc. No.	Bldg. No.	Address	Occupancy
1	1	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 1,LT1-STEPHEN W &/OR KATHLEEN E
2	2	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 1, LOT 2-JESSE SULLIVAN
3	3	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD, BLK 1, LOT 3 OKLAHOMA CITY, OK 73159	MARTIN KUBIER FAMILY REV LIV TRUST
4	4	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 1, LOT 4- <del>DELMAR BURK</del> Nobles Estate Revocable Trust
5	5	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 1, LOT 5 - KRISTIN GRUBBS
6	6	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 2, LOT 1-LEE M. HOLMES TRUST
7	7	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	B2,L2-KEITH A. MCFARLAND&ERIK DAHLG
8	8	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK2,LT3-DENNIS C.FOX OR MARY R.FOX
9	9	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 3,LOT 1-DALE WILLIAMS
10	10	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 3,LOT 2-KEITH A. MCFARLAND
11	11	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	B3,L4- <del>RICHARD SILLIVAN&amp;CHRISTINE SI</del> Martin Kubier Family Rev Liv Trust

**LOCATION SCHEDULE****POLICY NUMBER: KTK-630-9316A694-IND-21**

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period  
06-17-21 to 06-17-22 .

<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
12	12	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 3,LT 5-MIKE &/OR LINDA SWISHER
13	13	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 3 LOT 6, TERRY D DOW
14	14	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 3, LOT 7 - NATHAN RITCHIE
15	15	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 3, LOT 8-LARRY EVERSMEYER
16	16	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 3, LOT 9-DOUG ANDRESEN
17	17	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 3, LOT 10-EDSEL FORD
18	18	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	B4,L1-JOURDAN HORNBECK JR &/OR MICH
19	19	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 4, LOT 2- REX AUSTIN
20	20	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 4, LT 3-BUDDE AIR RACING ENTERP
21	21	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 4,LT 4-GERALD L HUDSON LIV
22	22	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 4, LOT 5-JESSE SULLIVAN

**LOCATION SCHEDULE****POLICY NUMBER: KTK-630-9316A694-IND-21**

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<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
23	23	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 4, LOT 6-DOUGLAS BURLESON
24	24	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 4, LOT 7-D & J LAND LLC
25	25	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 4, LT 8 - GARY M. LAKE
26	26	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 4, LOT 9-NORMAN/STACY GIBSON
27	27	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 4, LOT 10 - K.L TROYER
28	28	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 5, LOT 5-POAGE SVCS, LLC
29	29	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 5, LOT 6-EUGENE COLANGELO
30	30	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 5, LOT 7-STEVE R.&KAREN S. KURTZ
31	31	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 5, LT 8-DAVE & MABEL MIGURA
32	32	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	B-5, L-10-SHERRY UPTON OR DAN WOOLI
33	33	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 6, LOT 1 - JAMES A. THOMAS

**LOCATION SCHEDULE****POLICY NUMBER: KTK-630-9316A694-IND-21**

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<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
34	34	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 6, LOT 2 - D & J LAND, LLC
35	35	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 6, LOT 3-CHUCK PARKER
36	36	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 6, LOT 4 - HEARTLAND HANGAR LLC
37	37	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 6, LOT 6 - GARY M. LAKE
38	38	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 6, LT 7-SAMUEL T. EDWARDS
39	39	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 6, LOT 8 - DOUG FRANTZ
40	40	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 6, LOT 9-ROBERT OHOP
41	41	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 6, LOT 10 - PETER J. SMITH
42	42	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 8, LOT 4-MARK C. HOWARD
43	43	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLCK8, LOT5-CHUCK &/OR LAVERNE STROH
44	44	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 7, LOT 1-MICHAEL DAVOLI

**LOCATION SCHEDULE****POLICY NUMBER: KTK-630-9316A694-IND-21**

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Loc. No.	Bldg. No.	Address	Occupancy
45	45	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 2, LOT 4-KELLEY FAMILY TRUS
46	46	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 8, LOT 3-MARK C. HOWARD
47	47	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 8, LOT 1-ARNOLD A. ANGELICI
48	48	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 8, LOT 2-DON OR GAYLE LAUGHLIN
49	49	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	B5, L1 GARY&MARY BLANKENBILLER
50	50	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	B5, L3-PCCC, LLC PATRICK & CYNTHIA CO
51	51	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLK 7, LT 2-MICHAEL DAVOLI
52	52	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 5, LOT 2-DOUG ANDRESON
53	53	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	LEE M. HOLMES TRUST BLOCK 3 LOT 3
54	54	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	<del>DANNIE R. COATES</del> , BLOCK 5, LOT 9 Mark C. Howard
55	55	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 7, LOT 10-NICK & FAIRA KNEZEV

**LOCATION SCHEDULE****POLICY NUMBER: KTK-630-9316A694-IND-21**

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<b>Loc. No.</b>	<b>Bldg. No.</b>	<b>Address</b>	<b>Occupancy</b>
56	56	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 7, LOT 6-SLIPSTREAM, LLC
57	57	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 7, LOT 7-SLIPSTREAM, LLC
58	58	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 7, LOT 9-LARRY K. HUDSON
59	59	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 9, LOT 10-MICHAEL K BROOMFIELD
60	60	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLK7, LT3, DOUGLAS/BARBARA A. FRANTZ
61	61	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLK9, LT9-STEPHEN W&/OR KATHLEEN E
62	62	C.E. PAGE MUNICIPAL AIRPORT 2300 CIMMARRON ROAD OKLAHOMA CITY, OK 73159	BLOCK 9, LOT 8 - JOHN E. BOTTRELL

POLICY NUMBER: KTK-630-9316A694-IND-21

GENERAL PURPOSE ENDORSEMENT

NAMED INSURED ENDORSEMENT

ITEM 1 NAMED INSURED TO READ:

PAGE AIRPORT PILOTS ASSOCIATION & ITS INDIVIDUAL  
MEMBERS