



**CONSTRUCTION AGREEMENT**  
**BETWEEN**  
**THE OKLAHOMA CITY AIRPORT TRUST**  
**AND**  
**PRIVATE JETS, INC.**

**EFFECTIVE DATE: March 1, 2022**

## **TABLE OF CONTENTS**

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>ARTICLE 1 – DEFINITIONS.....</b>	<b>1</b>
1.01    DEFINITIONS .....	1
1.03    INCORPORATION OF EXHIBITS AND ADDENDUMS.....	6
<b>ARTICLE 2 – TERM AND CONSTRUCTION PERIOD.....</b>	<b>6</b>
2.01    COMMENCEMENT OF AGREEMENT.....	6
2.02    COMMENCEMENT OF CONSTRUCTION. ....	6
2.03    COMPLETION OF CONSTRUCTION .....	6
<b>ARTICLE 3 – PURPOSE OF CONSTRUCTION PERIOD AND USE OF AIRPORT PREMISES .....</b>	<b>7</b>
3.01    PURPOSE AND USE.....	7
3.02    INSPECTION AND LEASE OF PREMISES .....	7
3.03    COMPLIANCE WITH LEASE AGREEMENT .....	7
3.04    EXCLUSIVE USE OF FACILITIES AND TRANSFER OF INFRASTRUCTURE IMPROVEMENTS .....	7
<b>ARTICLE 4 – [RESERVED] .....</b>	<b>7</b>
<b>ARTICLE 5 – AERONAUTICAL (AIR SPACE) STUDY AND APPROVAL PROCESS .....</b>	<b>7</b>
5.01    AIR SPACE STUDY .....	7
5.02    FAA FORM 7460-1.....	8
5.03    ALTERATIONS TO FAA FORM 7460-1 .....	8
5.04    ADDITIONAL AIR SPACE STUDY .....	8
5.05    NEGATIVE IMPACT AND/OR MITIGATION REQUIREMENTS.....	9
5.06    IMPACT MITIGATION AT LESSEE’S COST.....	9
<b>ARTICLE 6 – PRELIMINARY PLANS AND SPECIFICATIONS.....</b>	<b>9</b>
<b>ARTICLE 7 – PERMITS, BONDS, CONSTRUCTION CONTRACTS, AND FINANCING .....</b>	<b>9</b>
7.01    PERMIT AND BONDS BEFORE CONSTRUCTION .....	9
7.02    TERMINATION FOR NO PERMITS .....	10
7.03    RESTORATION OF LEASED PREMISES .....	10
<b>ARTICLE 8 – FINAL PLANS AND SPECIFICATIONS AND FINAL SITE PLAN.....</b>	<b>10</b>
8.01    DUE DATE .....	10
8.02    IDENTIFICATION OF CHANGES.....	11
8.03    MATERIAL DEVIATIONS OF MATERIAL ELEMENTS .....	11
8.04    NO CREATION OF PARTNERSHIP, JOINT VENTURE OR AGENCY- .....	11
<b>ARTICLE 9 – COMMENCEMENT OF CONSTRUCTION .....</b>	<b>11</b>
9.01    NO CONSTRUCTION WITHOUT DIRECTOR AUTHORIZATION.....	11
9.02    NO MATERIAL CHANGES WITHOUT DIRECTOR APPROVAL .....	12
9.03    NINETY DAYS TO COMMENCE CONSTRUCTION .....	12
<b>ARTICLE 10 – AS-CONSTRUCTED/RECORD DRAWINGS AND SPECIFICATIONS .....</b>	<b>12</b>
<b>ARTICLE 11 – CLEAN SITE MAINTAINED DURING CONSTRUCTION.....</b>	<b>12</b>

<b>ARTICLE 12 – CONSTRUCTION ARCHITECT AND/OR ENGINEER .....</b>	<b>12</b>
<b>ARTICLE 13 – LEASED PREMISES AND FACILITIES FREE AND CLEAR OF LIENS.....</b>	<b>13</b>
13.01    DISCHARGE OF LIENS .....	13
13.02    LEASEHOLD MORTGAGE LIEN .....	13
13.03    NO ENCUMBRANCE ON LESSOR’S TITLE TO AIRPORT PROPERTY .....	13
<b>ARTICLE 14 – COORDINATION OF CONSTRUCTION ACTIVITIES.....</b>	<b>14</b>
14.01    INGRESS/EGRESS .....	14
14.02    COORDINATION MEETINGS .....	14
14.03    CHANGES TO CONSTRUCTION ACTIVITIES.....	14
<b>ARTICLE 15 - LESSOR’S DESIGNATED REPRESENTATIVE .....</b>	<b>14</b>
<b>ARTICLE 16 –TERMINATION/DEFAULT .....</b>	<b>15</b>
16.01    FAILURE TO TIMELY COMMENCE, PURSUE, OR COMPLETE CONSTRUCTION OR OBTAIN PERMITS .....	15
16.02    AUTOMATIC TERMINATION OF CONSTRUCTION AGREEMENT.....	15
16.03    OTHER CONDITION OF DEFAULT. ....	15
16.04    RIGHTS OF LESSEE DURING NOTICE AND TIME TO CURE CURING DEFAULT .....	15
16.05    LESSEE RIGHT TO TERMINATE.....	15
16.06    RESTORATION OF THE LEASED PREMISES .....	15
16.07    VACATE THE LEASED PREMISES.....	15
<b>ARTICLE 17 – INDEMNITY AND INSURANCE .....</b>	<b>16</b>
17.01    INDEMNITY .....	16
17.02    INSURANCE DURING THE CONSTRUCTION PERIOD.....	16
17.03    DEDUCTIBLES .....	17
17.04    FORM OF CERTIFICATE .....	18
17.05    ADDITIONAL INSURED .....	18
17.06    NOTICE OF CHANGE IN POLICY .....	18
17.07    SIGNATORY.....	19
17.08    CONTRACTUAL LIABILITY .....	19
<b>ARTICLE 18 – UTILITIES AND SERVICES TO BE FURNISHED BY LESSEE .....</b>	<b>19</b>
<b>ARTICLE 19 – GENERAL CIVIL RIGHTS PROVISIONS.....</b>	<b>19</b>
<b>ARTICLE 20 – CIVIL RIGHTS TITLE VI ASSURANCE.....</b>	<b>19</b>
20.01    TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS .....	19
20.02    TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES .....	21
<b>ARTICLE 21 – TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM .....</b>	<b>22</b>
21.01    PROPERTY ACQUIRED/IMPROVED UNDER AIP.....	22
21.02    USE/ACCESS TO PROPERTY UNDER ACTIVITY, FACILITY OR PROGRAM .....	22
<b>ARTICLE 22 – GENERAL CONDITIONS .....</b>	<b>23</b>
22.01    NOTICES .....	23
22.02    NON-WAIVER.....	23
22.03    BINDING EFFECT.....	23
22.04    SEVERABILITY .....	24

22.05	ENTIRE CONSTRUCTION AGREEMENT; MODIFICATION HEREOF .....	24
22.06	EXECUTION OF COUNTERPARTS .....	24
22.07	EFFECT OF SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS .....	24
22.08	DESCRIPTIVE HEADINGS: TABLE OF CONTENTS.....	24
22.09	CONSTRUCTION AND ENFORCEMENT .....	24
22.10	VENUE; WAIVER OF JURY TRIAL.....	25
22.11	CONSTRUCTION OF CONSTRUCTION AGREEMENT .....	25
22.12	RECITALS CONTRACTUAL IN NATURE.....	25
22.13	HOLDING OVER .....	25
<b>EXHIBIT A – LEASED PREMISES DESCRIPTION.....</b>		<b>1</b>
<b>EXHIBIT B – PRELIMINARY SITE PLAN.....</b>		<b>1</b>
<b>EXHIBIT C – PRELIMINARY PLANS AND SPECIFICATIONS .....</b>		<b>1</b>
<b>EXHIBIT D – FINAL SITE PLAN .....</b>		<b>1</b>
<b>EXHIBIT E – FINAL PLANS AND SPECIFICATIONS .....</b>		<b>1</b>
<b>EXHIBIT F – AS-CONSTRUCTED SPECIFICATIONS AND DRAWINGS.....</b>		<b>1</b>
<b>EXHIBIT G – FORM OF INSURANCE.....</b>		<b>1</b>
<b>EXHIBIT H – FORM OF BILL OF SALE FOR INFRASTRUCTURE IMPROVEMENTS .....</b>		<b>1</b>

## **CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT, ("Construction Agreement" or "Agreement") is made and entered into by and between the Trustees of the Oklahoma City Airport Trust ("Lessor"), and Private Jets, Inc. d/b/a JETSET FBO, an Oklahoma corporation who is authorized to conduct business in the State of Oklahoma, ("Lessee"),

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

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

**WHEREAS**, Lessor and Lessee entered into a Lease and Operations Agreement, as previously amended by Supplement No. 1, Amendment No.1, and Amendment No. 2 (collectively "Lease Agreement"), whereby the Lessor leased the Lessee certain ground space on the Airport to construct a hangar (Hangar A), fuel farm, ramp, and vehicular parking facilities for Lessee's fixed base operations and specialized aviation services; and o

**WHEREAS**, Lessee desires to construct additional Facilities and Infrastructure Improvements on the Leased Premises, as the same is defined under this Construction Agreement, in which the use and operation of will be subject to the Lease and Operations Agreement upon completion of construction; and

**WHEREAS**, Lessee agreed to relocate the Fuel Storage Facility from its current location to a different location on the Leased Premises, as the same is defined under this Construction Agreement, in which the use of will be subject to the Lease and Operations Agreement.

**WHEREAS**, the parties desire to enter into this Construction Agreement to set out the terms and conditions for such construction and relocation on the Leased Premises as described herein.

**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 – DEFINITIONS**

### **1.01 Definitions**

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

- A. **"As-Constructed Drawing(s) and Specifications"** shall mean one set of hard copy paper drawings and electronic AutoCAD version 1910, or the latest version thereof, showing the "as-constructed" or "as-built" improvements, which shall include, by way of illustration and not limitation, building shell and interior finish out with all

mechanical, plumbing, and electrical systems, pavement, utilities, right-of-ways, or easements. As-Constructed Drawings and Specifications shall be dated and stamped by the Lessee's Engineer or Lessee's Architect.

- B. "Certificate of Occupancy" shall mean the temporary or permanent Certificate of Use and Occupancy issued by the City evidencing the Lessee's substantial Completion of the Facilities and right to occupy and use said Facilities. A copy of the Certificate of Occupancy must be submitted to Lessor no later than thirty (30) days after receiving the Certificate of Occupancy from the City.
- C. "Construction Agreement" shall mean this Construction Agreement, including the exhibits attached hereto, as the same may be amended and supplemented from time to time by the parties.
- D. "Construction Period" shall mean the period commencing on the Effective Date of this Construction Agreement and extending through the Completion of construction of the Facilities and any Infrastructure Improvements but in no event shall it be longer than eighteen (18) months from the Effective Date unless extended for a longer period of time pursuant to Section 2.02. The parties acknowledge that Lessee has not obtained the requisite approvals from the Director for the construction of Hangar C and a separate letter agreement in the future with the Director on behalf of the Lessor may be necessary to establish the Construction Period specifically for the construction activities for Hangar C and the Infrastructure Improvements described herein.
- E. "Completion" or "Complete" means substantial completion of the Facilities has been achieved in substantial accordance with the Final Plans and Specifications and a Certificate of Occupancy has been issued with respect to the Facilities.
- F. "Director of Airports" or "Director" shall mean the person designated by the Oklahoma City Airport Trust to exercise certain functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Construction Agreement. Said term shall also include any person expressly delegated by the Director of Airports to exercise certain functions with respect to the rights and obligations of the Director of Airports under this Construction Agreement.
- G. "Effective Date" shall mean March 1, 2022.
- H. "FAA" shall mean the Federal Aviation Administration of the United States Government, or any Federal agency succeeding to its jurisdiction.
- I. "Facilities" shall mean the facilities to be constructed by Lessee on its Leased Premises, at its sole cost and expense consisting of: (i) one (1) approximately 30,000 square foot (but not to be less than 20,000 square feet) hangar, containing therein approximately 15,000 square feet of office, pilot's lounge, restrooms, and shop space (Hangar B); (ii) an expansion of the vehicular parking area of

approximately 8,750 square feet; and (iii) the relocation of the Fuel Farm. In the event the Lessee obtains the Director's approval to construct an additional hangar, the Facilities shall also include, without additional amendment hereto, one (1) approximately 12,000 square foot hangar that may contain office, pilot's lounge, restrooms, and shop space (Hangar C).

- J. "Final Site Plan" shall mean the drawing prepared by an architect and/or engineer employed by the Lessee based on any comments or changes required by the FAA, City, or Lessor to the Preliminary Site Plan or the Preliminary Plans and Specifications and utilized for the Final Plans and Specifications. The Final Site Plan shall be dated and incorporated by reference to this Construction Agreement as Exhibit "D" without formal amendment hereto by the parties following final building permit approval by the City as if attached hereto. The parties acknowledge that in the event the Lessee obtains the Director's approval to construct an additional hangar, Hangar C, that the parties by written letter agreement may agree to further amend Exhibit D to incorporate the additional Hangar C facility and the Infrastructure Improvements described herein; provided, the Final Site Plan for Hangar C is not able to be incorporated with the Final Site Plan for the other facilities.
- K. "Final Plans and Specifications" shall mean the various plans and specifications prepared by an architect and/or engineer employed by Lessee based on any comments or changes required by the FAA, City, or Lessor to the Preliminary Site Plan or the Preliminary Plans and Specifications. The Final Plans and Specifications must be dated and incorporate all of the required Material Elements of the Preliminary Plans and Specifications and must have City approval as evidenced by an issuance of each respective building or other permit(s). Final Plans and Specifications must be reviewed and approved by the Lessor, by and through the Director or his designee, as a part of or following City building permit approval. Final Plans and Specifications for each discipline are incorporated in this Construction Agreement as Exhibit "E" by reference as if attached hereto and without formal amendment hereto by the parties following final building permit approval by the City. The parties acknowledge that in the event the Lessee obtains the Director's approval to construct an additional hangar, Hangar C, that the parties by written letter agreement may agree to further amend Exhibit "E" to incorporate the additional Hangar C facility and the Infrastructure Improvements described herein; provided, the Final Plans and Specifications for Hangar C is not able to be incorporated with the Final Plans and Specifications for the other Facilities.
- L. "Force Majeure" shall mean those circumstances impairing construction and caused by:
- i. An act of God arising after the Effective Date hereof, including any adverse weather conditions, or
  - ii. Any change in any applicable law arising after the date hereof and relating to the use of the Leased Premises or the construction of the Facilities on

- the Leased Premises and any Infrastructure Improvements, or
- iii. Strikes, lockouts, labor disputes, riots, insurrections, or
  - iv. Other causes beyond the Lessor's or Lessee's reasonable control, including, but not limited to, the actions or inactions of governmental authorities or health pandemic which impacts the availability of labor or materials necessary to complete construction.
- M. "Infrastructure Improvements" shall mean any necessary improvements constructed by the Lessee generally off the Leased Premises, in accordance with the requirements and permits of the City and approval of the Lessor, to support the Lessee's use and occupation of the Leased Premises, or the operations of the Airport. In the event Lessee is given the approval to proceed with the construction of Hangar C, the Infrastructure Improvements shall include a taxiway entrance to A-5 from the eastern edge of the lease boundary and meeting the requirements of FAA's Advisory Circular No. 150/5300-13A, 150/5320-6F, and 150/5370-10H or as the same may be supplemented or amended from time to time.
- N. "Lease Agreement" shall mean the Lease and Operations Agreement between the parties hereto, Supplement No. 1, Amendment No. 1, and Amendment No. 2, collectively setting forth the terms for the lease and operation of the Leased Premises and Facilities as the same may be amended or supplemented from time to time.
- O. "Leased Premises" shall mean all the premises leased by Lessee the Lease Agreement on which Lessee shall construct and operate the Facilities. The Leased Premises is subject to any and all existing and future setbacks, object free areas, and/or easements, restrictions and covenants, whether or not filed of record, and contains approximately 395,440.04 square feet. Lessee has at its sole cost and expense caused a survey to be performed by a Registered Professional Engineer or Registered Land Surveyor certifying the true and accurate representation of the Leased Premises boundaries to establish the true, correct and accurate lease description. The Leased Premises are described and/depicted on Exhibit "A" and "A-1".
- P. "Material Deviation" shall mean deviations in the Final Plans and Specifications which may not comply with FAA specifications or may cause a negative impact on navigable airspace, tower operations, airport operations or safety including, but not limited to, aircraft takeoff and landings, air navigation, instrument approach procedures and associated minima, Airport clear zones, preservation of navigational air space, Airport traffic capacity, and safe and efficient use of air space.
- Q. "Material Elements" shall mean the exterior footprint, height or location of the Facilities on the Leased Premises, the basic interior layout, site grading, drainage with drainage calculations and analysis, pavement specifications with type of materials and sections, utilities with connections to mains and any utility



relocations, site security plan with fence and gate details, any security access and control into airport AOA, building and light pole elevations, floor plans and elevations, and proposed construction materials. Material Elements shall also include any Facilities or Infrastructure Improvements that must be constructed to FAA specifications such as taxiway connectors, aprons, or ramps.

- R. "Notice of Authorization to Proceed with Construction" or "Notice of Authorization" shall mean the notice provided by the Director, on behalf of the Lessor, to authorize the commencement of construction. Notice of Authorization to Proceed with Construction will be issued in accordance with Article 9 and may be for incremental or partial construction work, or for the entire project and may depend on the permits Lessee has obtained at the time of issuance.
- S. "Preliminary Site Plan" shall mean the drawing identifying the approximate location and size of the proposed Facilities and Lessee improvements within the Leased Premises pursuant to Lessee's Preliminary Plans and Specifications, as outlined and shown on Exhibit "C" and any Final Determination issued by FAA following a 7460-1 Air Space Study review. The Preliminary Site Plan is incorporated herein as Exhibit "B". The parties acknowledge that in the event the Lessee obtains the Director's approval to construct an additional hangar, Hangar C, that the parties by written letter agreement may agree to further amend Exhibit C to incorporate the additional Hangar C facility and the Infrastructure Improvements described herein.
- T. "Preliminary Plans and Specifications" shall mean the various preliminary plans and specifications that are prepared by an architect and/or engineer employed by Lessee for the Facilities or Infrastructure Improvement to be constructed. Preliminary Plans and Specifications will be utilized for the FAA's 7460-1 Air Space Study review and will be submitted to the City for review for any building or other permit(s). The Preliminary Plans and Specifications must include, without limitation, the Material Elements and Preliminary Plans and Specifications are incorporated herein by reference as specified in Exhibit "C". The parties acknowledge that in the event the Lessee obtains the Director's approval to construct an additional hangar, Hangar C, that the parties by written letter agreement may agree to further amend Exhibit "C" to incorporate the additional Hangar C facility and the Infrastructure Improvements described herein; provided, the Preliminary Plans and Specifications for Hangar C in not able to be incorporated with the Preliminary Plans and Specifications for the other facilities.

#### 1.02 Interpretation

- A. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Construction Agreement refer to this Construction Agreement.
- B. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

- C. Any headings preceding the text of the articles and sections of this Construction Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Construction Agreement, nor shall they affect its meaning, construction, or effect.
- D. Words importing the singular shall include the plural and vice versa.
- E. Capitalized words or terms other than articles or sections headings and names of persons are technical and pertain strictly to this Construction Agreement and are defined in Article 1.

1.03 Incorporation of Exhibits and Addendums

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

Exhibit A – Lease Premises Description

Exhibit B – Preliminary Site Plan (Hangar B, relocated fuel farm and parking area expansion)

Exhibit C – Preliminary Plans and Specifications (incorporated by reference)

Exhibit D – Final Site Plan (incorporated by reference after City permit approval)

Exhibit E – Final Plans and Specifications (included by reference after City permit approval)

Exhibit F – As-Constructed Specifications and Drawings (incorporated by reference upon completion of construction)

Exhibit G – Form of Certificate of Insurance

Exhibit H – Form of Bill of Sale for Infrastructure Improvements

## **ARTICLE 2 – TERM AND CONSTRUCTION PERIOD**

2.01 Commencement of Agreement

This Construction Agreement shall commence on the Effective Date and remain in effect for the term of the Construction Period and shall terminate at the end of the Construction Period unless otherwise terminated as set forth herein.

2.02 Commencement of Construction.

Construction shall commence pursuant to paragraph 9.03.

2.03 Completion of Construction

Lessee agrees to use commercially reasonable efforts to cause construction of the Facilities to be Complete by the end of the Construction Period, or such other reasonable date as the parties may agree upon in writing; provided that such period may be extended by the Director or otherwise for causes permitted under this Construction Agreement, including, but not limited to, Force Majeure events. Any such extended date shall be confirmed by written amendment to this Construction Agreement and, as a prerequisite, may require an extension from FAA for the air space study as set forth in Article 5. In the

event the construction is not complete by the end of the Construction Period, this Agreement may terminate pursuant to Article 16.

### **ARTICLE 3 – PURPOSE OF CONSTRUCTION PERIOD AND USE OF AIRPORT PREMISES**

#### **3.01 Purpose and Use**

During the Construction Period, Lessee agrees to construct, or to cause to be constructed, at its sole cost and expense, the Facilities and Infrastructure Improvements as approved by the Director in the Final Plans and Specifications. Lessee is granted the right and privilege of the use of the Leased Premises to construct certain Facilities and for the use of certain other areas of the Airport, which are located off the Leased Premises, on which to construct any approved Infrastructure Improvements necessary to support the Facilities constructed on the Leased Premises.

#### **3.02 Inspection and Lease of Premises**

Lessee has inspected the premises and accepts the Leased Premises in its existing condition. During the Construction Period, Lessor hereby leases to Lessee the Leased Premises.

#### **3.03 Compliance with Lease Agreement**

This Construction Agreement shall be subject to the Lessee's observance of and compliance with the provisions set forth in the Lease Agreement which are applicable to Lessee's use and occupancy of all Facilities and associated Leased Premises under this Construction Agreement.

#### **3.04 Exclusive Use of Facilities and Transfer of Infrastructure Improvements**

After the completion of construction of the Facilities or improvements on the Leased Premises, Lessee shall have a lease for the exclusive use and occupancy of such Facilities on the Leased Premises for the sole purposes as set forth in the Lease Agreement. After the completion of the construction of the Infrastructure Improvements off the Leased Premises, Lessee shall convey any title or ownership interest to such Infrastructure Improvements in the form of the Bill of Sale in Exhibit "H" attached hereto or on such form as may be otherwise required by such entities accepting the improvement for ownership or will maintain said improvement after construction is complete.

### **ARTICLE 4 – [RESERVED]**

### **ARTICLE 5 – AERONAUTICAL (AIR SPACE) STUDY AND APPROVAL PROCESS**

#### **5.01 Air Space Study**

All proposed construction at the Airport generally requires the FAA to perform an Aeronautical (Air Space) Study to determine whether the proposed construction will cause a hazard to aircraft, and/or cause a negative impact to Airport activities (e.g. aircraft

landings, air navigation, instrument approach procedures and associated minima, Airport clear zones, preservation of navigational air space, Airport traffic capacity, and safe and efficient use of air space) prior to approval for and commencement of construction.

5.02 FAA Form 7460-1

Lessee shall, at its sole initiative and cost, complete and submit to the Director the FAA Form 7460-1, "Notice of Proposed Construction or Alteration," ("Air Space Study") in order to receive FAA's evaluation on obstructions for the Project. Such Notice includes, but is not limited to, Lessee's Preliminary Site Plan attached as Exhibit "B" to this Construction Agreement, information concerning the property boundaries and building corners with latitude, longitude, site elevation in mean sea level ("MSL") and structural height above ground level ("AGL") including roof elevations, and other characteristics of the proposed Facilities to be built on the Leased Premises. A separate Air Space Study shall be filed simultaneously with the Director showing an operating box for a construction crane and any other construction apparatus such as a concrete pumper truck boom. Any survey points required for FAA Form 7460-1 must be submitted to a 1A standard by a certified land surveyor.

The completed FAA Form 7460-1 was submitted to the FAA on 12/20/2021 and the FAA has not provided a determination on the Air Space Study. Lessee and Lessor will need to discuss if any identified impacts can be managed during construction or if additional action will need to be taken by the Lessee in order to begin construction activities.

5.03 Alterations to FAA Form 7460-1

Lessee shall ensure that both Lessee and Lessee's contractor(s) shall take care to see that the actual construction does not alter the height and location of the Facilities to an extent that would result in future FAA determination of a negative impact on the Airport activities.

5.04 Additional Air Space Study

Lessee understands and agrees that FAA's air space determination expires eighteen (18) months from the effective date thereof, as set out in said determination letter, and in the event the Construction Period, set forth in Article 2, has not terminated pursuant to its terms within the above said 18-month period because construction is not complete, or in the event Lessee, at any time during the Construction Period, chooses to alter or adjust the Preliminary Site Plan or such amendments thereto approved by FAA, height, location, and other characteristics of the Facilities that are within the scope of the Air Space Study, then in each event, the Lessee may be required and agrees to re-submit the FAA Form 7460-1 and all required information to the Director to request an additional Air Space Study and determination letter from the FAA. Lessee acknowledges that requests for additional time must be obtained from the FAA fifteen (15) days prior to the expiration date of the FAA's prior approval. If Lessee obtains such additional time from the FAA, then Lessor and Lessee shall extend the Construction Period in Article 2.2 for such additional time as may reasonably be required in order to achieve Completion, not to exceed the additional time granted by the FAA.

5.05 Negative Impact and/or Mitigation Requirements

If FAA's obstruction evaluation results in a finding of any negative impact(s) to the aeronautical activities of the Airport, the Airport's operations, the instrument approach/departure procedures, or navigable airspace around the Airport, Lessor shall notify Lessee of said determination and Lessee agrees to mitigate any impacts to the satisfaction of the Lessor prior to the Director issuing a Notice of Authorization to Proceed with Construction. In the event alterations or adjustments are necessary to the Preliminary Site Plan submitted to FAA and/or proposed Facilities in order to mitigate impacts, the Lessee shall be required and agrees to make any necessary changes in its Preliminary Site Plan and/or the design of its Facilities in order to cure the negative impact. If the impact(s) cannot be so resolved within one hundred twenty (120) days from the date of FAA's Determination letter, this Construction Agreement shall automatically become null and void and of no further force or effect.

5.06 Impact Mitigation at Lessee's Cost

Notwithstanding anything in this Construction Agreement to the contrary, it is understood, both by Lessee and Lessor, that if any alteration or adjustment of Lessee's submitted plans or specifications results in an unfavorable FAA Air Space determination of impacts to navigable airspace or the airport or any utilities or easements located on the Leased Premises, then Lessee shall be responsible to remove any such negative impacts. Lessee shall solely bear the cost of any utility changes, alterations, and realignments, and any cost associated thereto resulting from its change or adjustment of the Preliminary or Final Site Plan.

**ARTICLE 6 – PRELIMINARY PLANS AND SPECIFICATIONS**

Within sixty (60) days following the Effective Date of this Construction Agreement, Lessee shall submit to the Director of Airports for review, Lessee's Preliminary Plans and Specifications, and/or such other documents as may be required by the Director's designated representative, for the Facilities and Infrastructure Improvements to be constructed. Lessee may simultaneously submit its Preliminary Plans and Specifications to the City for review and permitting. The Director, or his designee, will endeavor to provide comment to the Lessee within sixty (60) days or through the City's permitting process. The Material Elements that are architectural in nature or those Material Elements that are not subject to the City's review for permitting may be reviewed for approval by the Director following the City's permit review process. Any denial or unfavorable comment by the City or Lessor may require additional review by FAA pursuant to Article 5, but in any event, must be corrected before the Preliminary or Final Plans and Specifications receive approval by the Director or the Director's designated representative. A pre-development meeting may be held with the City's Development Services Department along with Airport personnel prior to submitting plans for permitting by the City. The Preliminary Plans and Specifications shall be incorporated hereto by reference as Exhibit "C".

**ARTICLE 7 – PERMITS, BONDS, CONSTRUCTION CONTRACTS, AND FINANCING**

7.01 Permit and Bonds before Construction

Before actual construction begins, Lessee shall acquire, or cause Lessee's contractor to obtain, the building permit or any other necessary permits, bonds, construction contract(s), and Trust approval for any construction financing. The necessary permits shall include at least the site work, building, foundation, stormwater, and utility permits. Certain projects may necessitate other necessary permits. Copies of all permits obtained shall be provided to the Director's designee. Upon receipt of any permit(s) for the Facilities or project to be constructed, the Director may issue Notice(s) of Authorization to Proceed with Construction pursuant to Section 8.05 below which may be limited to only certain permitted aspects of the project rather than for the full project depending on what permits are obtained and the Final Plans and Specifications. *In no event, shall any construction commence until permits are delivered to the Director, written authorization given by the Director, insurance provided, and any necessary bonds obtained.* The Lessee understands that issuance of any building permits by the City may be only the minimum requirements, and as the landowner, Lessor may require additional requirements for the Facilities before issuing a Notice of Authorization to Proceed with Construction. In the event any permits require the previously approved Preliminary Plans and Specifications to be modified, all modifications shall be presented to the Director for review and comment for Material Deviation and to assist in determining whether any further Air Space Study will be necessary.

7.02 Termination for No Permits

If Lessee is unable to obtain the required permits, any required bonds or other necessary approvals for the construction of the Facilities, and Lessee has exhausted all reasonable efforts to obtain such required permits or necessary approvals, then Lessee shall be allowed to terminate this Construction Agreement after providing thirty (30) day advance written notice thereof to the Lessor in which case this Construction Agreement shall be terminated, null and void, after the expiration of the notice period, and Lessee shall vacate the Leased Premises. Lessee shall be responsible for any rents, fees or charges owed to the Lessor through the expiration of the 30-day notice period provided herein.

7.03 Restoration of Leased Premises

In the event the Lessee has started any construction activities, without the required permits or other necessary approvals then Lessee shall restore the premises to the condition it existed prior to the Lessee's use and occupation or be deemed in trespass.

**ARTICLE 8 – FINAL PLANS AND SPECIFICATIONS AND FINAL SITE PLAN**

8.01 Due Date

Lessee shall prepare and submit for review and approval by the Lessor, by and through the Director, the Final Plans and Specifications and Final Site Plan within thirty (30) days following their approval by the City or any other reviewing entity. Such Final Plans and Specifications and Final Site Plan shall incorporate all prior comments of the City or other reviewing entity. The Director will endeavor to provide written approval of the Final Plans and Specifications and Final Site Plan to the Lessee within sixty (60) days of the City's approval, and Lessee obtaining all necessary permits. The Final Plans and Specifications shall be incorporated hereto by reference as Exhibit "E".

8.02 Identification of Changes

In order to facilitate a timely review, any changes from the previously approved Preliminary Plans and Specifications or Preliminary Site Plan shall be summarized in a table or cover letter which shall accompany the submission of the Final Plans and Specifications and Final Site Plan and specifically include a notation for the reason for the change.

8.03 Material Deviations of Material Elements

Provided that the Material Elements contained in the Final Plans and Specifications, or Final Site Plan do not contain Material Deviations from the Material Elements contained in the previously approved Preliminary Plans and Specifications or Final Site Plan, then Lessor, by and through the Director, shall approve such Final Plans and Specifications and Final Site Plan and promptly issue a Notice of Authorization to Proceed with Construction. If the Final Plans and Specifications or Final Site Plan contains Material Deviations from the Material Elements contained in the previously approved Preliminary Plans and Specifications or Preliminary Site Plan, then the Director shall notify Lessee thereof, and Lessee shall revise the Final Plans and Specifications or Final Site Plan to remedy such deviations and re-submit the Final Plans and Specifications to the Director for approval. Nothing contained herein shall be deemed to waive, alter or diminish Lessee's obligation to cause the Final Plans and Specifications or Final Site Plan to comply with the FAA Air Space Study as set forth in Article 5 or any FAA requirement. In the event that the Director denies the Final Plans and Specifications, or Final Site Plan and Lessee is unable to reasonably cure such reason for denial, then Lessee shall have the right to terminate this Construction Agreement without liability to Lessor and with no further obligations hereunder after providing thirty (30) day advance written notice thereof to the Lessor. Lessee shall be responsible for any rents, fees or charges owed to the Lessor through the expiration of any notice period provided herein. If Lessee started any construction without the necessary approvals, the Lessee shall restore the premises to the condition it existed prior to the Lessee's use and occupation or be deemed in trespass.

8.04 No Creation of Partnership, Joint Venture or Agency-

The approval by the Director of the Final Plans and Specifications or any additions, changes, alterations, modifications, or deletions thereto during the course of construction, shall not be construed so as to create a partnership, joint venture, or agency relationship between the parties hereto.

**ARTICLE 9 – COMMENCEMENT OF CONSTRUCTION**

9.01 No Construction without Director Authorization

No construction on the Leased Premises shall commence until Lessee or Lessee's contractor provides copies of the permits, bonds, and certificates of insurance required hereunder to the Director or his designee and the Director issues a Notice of Authorization to Proceed with Construction. Notwithstanding the foregoing, the Director may elect to provide incremental or a partial Notice(s) of Authorization with only certain types of work

if all permits for the project are not obtained and provided to the Airport. Lessee or Lessee's contractor shall not commence any work without having first obtained authorization from the Director. Revised or additional Notice of Authorization may be issued when the appropriate permit(s) have been issued by the City or other appropriate permitting entity. A Notice of Authorization to Proceed with Construction for the Primary Building's construction shall be considered as Lessor's approval by the Director of the Lessee's Final Plans and Specifications.

9.02 No Material Changes without Director Approval

Upon approval of the Final Plans and Specifications by the Director and the issuance of any Notice(s) of Authorization to Proceed with Construction, there shall be no material changes, additions, alterations, or deletions to the authorized work unless the same shall first be approved in writing by the Director. Lessor shall have the complete right and authority to look solely to the Lessee to abide by the terms, conditions, and obligations set forth in this Construction Agreement, and Lessee understands and agrees that Lessee is solely responsible for and bound by the terms, conditions, and obligations and assurances of this Construction Agreement and that Lessor is relying solely on the Lessee for the proper construction of the Facilities.

9.03 Ninety Days to Commence Construction

The Lessee shall commence construction activities within ninety (90) days of approval of the Final Plans and Specifications and issuance of the Notice of Authorization unless such period of time is extended in writing by the Director.

## **ARTICLE 10 – AS-CONSTRUCTED/RECORD DRAWINGS AND SPECIFICATIONS**

No later than thirty (30) days following Completion of the Facilities, Lessee shall furnish to the Director one complete set of hardcopy paper and AutoCAD As-Constructed Drawings and Specifications. Delivery of electronic CAD drawings shall be on compact disc (CD) along with necessary printing or plotting information to allow Lessor to reproduce such drawings. Upon submission to the Director, the As-Constructed Drawings and Specifications shall be incorporated hereto as Exhibit "F" by reference as if attached hereto.

## **ARTICLE 11 – CLEAN SITE MAINTAINED DURING CONSTRUCTION**

During construction, Lessee shall keep the Leased Premises in a safe, neat, and attractive condition at all times and shall not permit the accumulation of any trash or debris on the Airport, including the Leased Premises; it being further understood, however, that construction will be in progress on the Leased Premises and thus those activities routinely associated with Airport construction projects or construction projects similar to the Facilities are permitted.

## **ARTICLE 12 – CONSTRUCTION ARCHITECT AND/OR ENGINEER**



It is understood and agreed by the parties hereto that the selection and retention of any architect and/or engineer by the Lessee shall be at the sole discretion of Lessee, subject only to written approval of such selection by Lessor, by and through the Director, which approval will not be unreasonably withheld. Any and all fees and compensation payable to said Lessee's Architect and/or Lessee's Engineer shall be the sole and exclusive obligation of Lessee. It is understood and agreed that the Lessee and Lessee's Architect or Lessee's Engineer will construct, or cause to be constructed, the Facilities described in this Construction Agreement in accordance with the Final Plans and Specifications approved in writing by the Lessor, by and through the Director.

### **ARTICLE 13 – LEASED PREMISES AND FACILITIES FREE AND CLEAR OF LIENS**

#### **13.01 Discharge of Liens**

Lessee will pay for all labor performed and material furnished in or about the construction of the Facilities or Infrastructure Improvements, and shall keep the Leased Premises, Facilities, and Infrastructure Improvements at all times free and clear of all liens for labor or for material furnished in and about the construction of the Facilities and Infrastructure Improvements. Lessee will defend, at its sole cost and expense, each and every lien asserted, or claim filed against the Leased Premises on which the Facilities are being constructed as well as the Facilities or Infrastructure Improvements, or any part thereof, for labor claimed to have been performed or material claimed to have been furnished with respect to Lessee's possession, occupancy and activity on the Leased Premises, and/or construction of the Facilities and Infrastructure Improvements. In the event such a lien or encumbrance of any kind is filed or claimed, Lessee shall promptly discharge the lien or liens pursuant to the laws of the State of Oklahoma. Further, and in any event, Lessee will pay each and every judgment made or given against the Leased Premises, Facilities or Infrastructure Improvements, or any part thereof, or against Lessor or the City, on account of any such lien, and will indemnify and save harmless the Lessor and the City from any and every claim and action on account of such claim, lien, or judgment arising out of Lessee's construction and the operations under this Construction Agreement. Notwithstanding the foregoing, Lessee may dispute any lien in good faith by appropriate proceedings so long as the pendency of such proceedings operates to prevent the realization upon the lien so contested.

#### **13.02 Leasehold Mortgage Lien**

Notwithstanding the preceding Section 13.01, the Lessee shall be permitted, with the prior written approval of Lessor, to assign and mortgage its leasehold interest and benefits hereunder and to subject its leasehold interest in and to the Facilities during the term of this Construction Agreement, to a mortgage lien to secure a loan from a financial institution to Lessee to finance the construction of said Facilities pursuant and subject to Article 29 of the Lease Agreement.

#### **13.03 No Encumbrance on Lessor's Title to Airport Property**

Lessee shall never in any manner whatever, mortgage or pledge or permit to be mortgaged or pledged the title of the City and/or the Lessor to any portion of the property (real, personal, or mixed) comprising, or located upon, the Airport for any purpose

whatsoever during the term of this Construction Agreement, including, without limiting the generality thereof, the security of a loan to finance Lessee's construction of the Facilities; and any such mortgage or pledge shall be null and void and with no legal force and effect.

## **ARTICLE 14 – COORDINATION OF CONSTRUCTION ACTIVITIES**

### **14.01 Ingress/Egress**

Subject to the compliance with any security requirements that may be applicable, Lessee, its employees, and Lessee's contractor and such contractor's employees shall have ingress and egress from and to the Leased Premises as described on Exhibit "A" or at such other location as shall be reasonably approved by the Director, which access shall be provided twenty-four (24) hours a day and seven (7) days a week unless Lessee is notified in writing of such other times of access.

### **14.02 Coordination Meetings**

All construction activities carried on by Lessee or Lessee's contractor shall be closely coordinated with the Director of Airports or his designee and Lessee or Lessee's contractor(s) may be required by Lessor to participate in regularly scheduled on-site coordination meetings during construction.

### **14.03 Changes to Construction Activities**

The Director may, without incurring any cost, expense, or liability to Lessor and/or the City, and their officers, agents, and employees, temporarily suspend and/or require a change or modification of such construction activities at any time the Director at his sole discretion shall deem that the said construction activities are being conducted in such a manner inconsistent with and/or in violation of the Final Plans and Specifications or in such manner as to injure or destroy any of the presently constructed facilities on the Airport and/or conducted in such a manner as to materially and adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities or improvements. The Director shall provide written notice of any such determination, in reasonable detail, to Lessee and shall meet with Lessee to discuss the reasons for such suspension or required change and a resolution thereof. In the event of suspension of construction, the Director shall provide in writing to the Lessee any extended timeframe, if applicable, of the Construction Period.

## **ARTICLE 15 - LESSOR'S DESIGNATED REPRESENTATIVE**

Lessor, by and through the Director of Airports, may designate, from the Director's staff or from third party contract, an engineer to act as its designated representative for the purpose of examining and inspecting the Facilities at any and all times during the course of construction of the same for the purpose of making recommendations to the Lessee's Architect and/or Lessee's Engineer. The extent of the duties and responsibilities of the Lessor's engineer shall be limited to the assurance of compliance by the Lessee with the detailed and approved Final Plans and Specifications relating to the construction of said Facilities and shall in no way be construed as authorization to direct the activities of the Lessee's Architect, Lessee's Engineer, or Lessee's

contractor or subcontractors. Any recommendations that the Lessor's engineer shall deem proper or necessary shall be made in writing to the Director.

## **ARTICLE 16 –TERMINATION/DEFAULT**

### **16.01 Failure to Timely Commence, Pursue, or Complete Construction or Obtain Permits**

In the event any building or other necessary permits are not timely pursued, or the Facilities are not commenced or Completed within the specified time as set forth in this Agreement, and no extension is agreed to by the Lessor or the FAA has not extended its air space determination, this Construction Agreement may be terminated by Lessor upon the expiration of sixty (60) day written notice of default to Lessee.

### **16.02 Automatic Termination of Construction Agreement**

Upon the Completion of construction and the Commencement of the Lease Agreement, this Construction Agreement shall automatically terminate without further action.

### **16.03 Other Condition of Default.**

In the event of a condition of default of this Agreement, other than as specified in Paragraphs 16.01 or 16.02, Lessee shall be given thirty (30) day notice of such default condition. If Lessee does not cure such condition of default within this notice period, Lessor may terminate the Agreement upon the expiration of the thirty (30) day notice and cure period.

### **16.04 Rights of Lessee during Notice and Time to Cure Curing Default**

Notwithstanding anything to the contrary contained herein, Lessor shall not take any action with respect to such failure of the Lessee under this Construction Agreement during any notice or cure period and Lessor shall extend such notice and cure period as is reasonably necessary to allow Lessee to cure such default provided Lessee has commenced and is actively pursuing with reasonable diligence the curing of such default.

### **16.05 Lessee Right to Terminate**

Lessor further agrees that where any default by Lessee under this Construction Agreement is not capable of or subject to cure, or in the event of the bankruptcy or insolvency of Lessee, Lessee shall have the right to terminate with thirty (30) days written notice to Lessor.

### **16.06 Restoration of the Leased Premises**

Should the Construction Agreement terminate other than pursuant to Paragraph 16.02, the Lessor may require the Lessee to restore the premises to the condition it existed prior to the Effective Date of this Agreement or be deemed in trespass.

### **16.07 Vacate the Leased Premises**

If Lessee does not cure any defect set forth in any notice of default within any specified notice and cure period provided in this Agreement, Lessee shall vacate the Leased Premises by the end of any notice and cure period.

## **ARTICLE 17 – INDEMNITY AND INSURANCE**

### **17.01 Indemnity**

During the Construction Period, Lessee hereby agrees to release, to defend, to indemnify, and to save harmless the Lessor and the City of Oklahoma 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 (including, without limiting the generality of the foregoing, Workers' Compensation) to the extent resulting from or arising out of: (i) Lessee's and Lessee's contractor's operations or activities under or in connection with this Construction Agreement; or (ii) the negligent acts and omissions or willful misconduct of Lessee or any of its contractors, officers, employees, representatives, suppliers, invitees, subcontractors, and agents; provided, however, Lessee shall not be liable for any indemnity of, 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, any other Lessor Parties or their officers, trustees, and employees.

The parties covenant to give each other prompt written notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Construction Agreement.

### **17.02 Insurance During the Construction Period**

During the Construction Period, Lessee shall purchase, or cause to be purchased, and maintain in effect during the term of this Construction Agreement, with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director of Airports, any insurance required by this Construction Agreement. The insurance and additional insured requirements contained in this Construction Agreement are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Construction Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Construction 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 Construction Agreement.

#### **17.02.01 Workers' Compensation and Employer's Liability Insurance**

The Lessee shall maintain or cause its Contractor to maintain during the term of the Construction Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in amounts prescribed by laws of the State of Oklahoma.

#### **17.02.02 Commercial General Liability Insurance**

The Lessee shall maintain or cause its contractor to maintain a policy of Commercial General Liability Insurance, which must include contractual liability, to protect the Lessee, Lessee's contractor 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 or Lessee's contractor under this

Construction Agreement, whether such activities omissions, and operations be by the Lessee, Lessee's contractor, any subcontractor, or by anyone employed by or acting on behalf of the benefit of them in conjunction with this Construction 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.

#### 17.02.03 Automobile Liability Insurance

Lessee shall carry or cause the Lessee's contractor to carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Lessee or Lessee's contractor in connection with the performance of this Construction 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.

#### 17.02.04 Property Insurance or Builders Risk Insurance

Lessee shall purchase and maintain or cause Lessee's contractor to maintain property insurance only upon Lessee's or its contractor's portion of the work on the Leased Premises in an amount equal to one hundred five percent (105%) of the estimated cost of construction which includes any additional architectural/engineering costs in the event of a loss. Proof of such insurance shall be included on a certificate of insurance form as more specifically set forth below. This property insurance shall include coverage for "all risk" insurance for physical loss or damage including, but not limited to, fire, wind, theft, hail, vandalism and malicious mischief.

#### 17.03 Deductibles

Any policy, except Worker's Compensation and Employer's Liability, 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 of Airports, 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 Construction 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 Construction 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.

17.04 Form of Certificate

Certificate(s) of Insurance, acceptable to the Lessor, in the form as shown on Exhibit "G" attached to this Construction 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 Construction Agreement.

17.05 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, except on a Workers' Compensation and Employer's 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.

17.06 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.

17.07 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.

17.08 Contractual Liability

The Certificate of Insurance for the Commercial 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 Construction Agreement, Lessee agrees that Lessee's contractual obligations to the Lessor are not diminished by the Lessee's elected insurance provisions.

**ARTICLE 18 – UTILITIES AND SERVICES TO BE FURNISHED BY LESSEE**

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, water, sanitary or storm sewer, internet fiber, wi-fi, television and natural gas. Lessee shall be solely responsible for the utility services to the Leased Premises. The Lessee shall make all its own arrangements with utility and other service companies and shall pay all charges for utility and other services used in or about Leased Premises, provided that Lessor shall cooperate, at the Lessee's reasonable request, with respect to easements required by any utility provider that is providing service to the Leased Premises. Any easement needed for utility services on the Leased Premises or Airport shall only be granted by the Lessor.

**ARTICLE 19 – 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 20 – CIVIL RIGHTS TITLE VI ASSURANCE**

20.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 20.01.01 Compliance with Regulations  
Lessee will comply with the *Title VI List of Pertinent Nondiscrimination Acts and Authorities*, as they may be amended from time to time [by the Federal Aviation Administration], which are herein incorporated by reference and made a part of this Construction Agreement.
- 20.01.02 Nondiscrimination  
Lessee, with regard to the work performed by it during the Construction 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. Lessee will not participate directly or indirectly in the discrimination prohibited by the [*Title VI List of Pertinent*] *Nondiscrimination Acts and Authorities*, including employment practices when this Construction Agreement covers any activity, project, or program set forth 49 CFR part 21.
- 20.01.03 Solicitations for Subcontracts, including Procurement of Materials and Equipment  
In all solicitations either by competitive bidding or negotiations made by the Lessee for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligation under this Construction Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 20.01.04 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 to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refused 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.
- 20.01.05 Noncompliance  
In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Construction Agreement, the Lessor will pose such Agreement 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 Construction Agreement until the Lessee complies; and/or



2. Cancelling, terminating, or suspending the Construction Agreement, in whole or in part.

20.01.06 Incorporation of Provisions

The Lessee will include the provisions of subparagraphs 20.01.01 through 20.01.06 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

20.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Construction Agreement, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities as may be amended by the Federal Aviation Administration:

- 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 21 – TITLE VI CLAUSES FOR THE TRANSFER OF OR  
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED  
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

**21.01 Property Acquired/Improved Under AIP**

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Construction Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the 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.

**21.02 Use/Access to Property Under Activity, Facility or Program**

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: (1) 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; (2) 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 (3) 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 22 – GENERAL CONDITIONS**

### **22.01 Notices**

Notices or other communications to Lessor or Lessee pursuant to the provisions hereof shall be sufficient if sent by: (i) regular, 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 deliver; or (iii) 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  
Telephone: (405) 316-3000  
[wwwabusinessandproperties@okc.gov](mailto:wwwabusinessandproperties@okc.gov);  
[ap-legal@okc.gov](mailto:ap-legal@okc.gov)

**For the Lessee:**

Private Jets, Inc.  
7220 N.W. 63<sup>rd</sup> St.  
Bethany, OK 73008  
Email: [pjets.hwells@gmail.com](mailto:pjets.hwells@gmail.com)

A party may designate a change the physical address, email, or telephone in writing from time to time by written notice given to the other Party in accordance with this Section 22.01.

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.

### **22.02 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 Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

### **22.03 Binding Effect**

This Construction 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 Construction Agreement.

22.04 Severability

In the event any terms, covenants, conditions, or provisions of this Construction 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.

22.05 Entire Construction Agreement; Modification Hereof

This Construction Agreement (including the Exhibits hereto) expresses the entire understanding of Lessor and the Lessee concerning the Construction 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 this Construction Agreement which is not expressly set forth in this Construction Agreement (including the Exhibits hereto). This Construction Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Lessor and Lessee unless otherwise stated herein.

22.06 Execution of Counterparts

This Construction 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.

22.07 Effect of Saturdays, Sundays and Legal Holidays

Whenever this Construction 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 Construction 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.

22.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Construction 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 Construction Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Construction Agreement.

22.09 Construction and Enforcement

This Construction Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Construction 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

22.10 Venue; Waiver of Jury Trial

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.

22.11 Construction of Construction Agreement

In the event of ambiguity in any of the terms of this Construction Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

22.12 Recitals Contractual in Nature

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

22.13 Holding Over

If Lessee shall hold over without the written consent of Lessor 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 by either party upon thirty (30) day written notice to the other party. During any such month-to-month tenancy, Lessee shall promptly pay at a rate of 125% of the total monthly base rent. All other provisions of this Construction Agreement shall apply to said month-to-month tenancy. A holdover agreed to by the parties shall be temporary and at the terms set forth herein unless otherwise agreed upon by the parties at the time of holdover.

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

**ATTEST:**

**PRIVAT JETS INC., LESSEE**


Candy Lovin  
Name

[Signature]  
Name

Manager  
Title

CEO  
Title

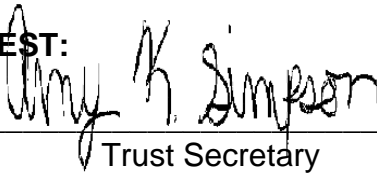
**APPROVAL RECOMMENDED:**

  
\_\_\_\_\_  
Director of Airports

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

**OKLAHOMA CITY AIRPORT TRUST**

**ATTEST:**

  
\_\_\_\_\_  
Trust Secretary

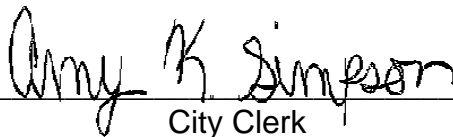


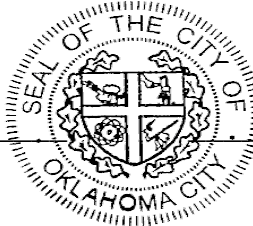
  
\_\_\_\_\_  
CHAIRMAN

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

**THE CITY OF OKLAHOMA CITY**

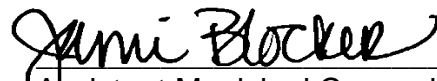
**ATTEST:**

  
\_\_\_\_\_  
City Clerk



  
\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
Assistant Municipal Counselor/  
Attorney for the Trust

## EXHIBIT A-1 – LEASED PREMISES DESCRIPTION



300 Pointe Parkway Blvd  
Yukon, OK 73099

405.787.6270

A tract of land situate within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Twelve North (T12N), Range Four West (R4W) of the Indian Meridian (I.M.) in Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

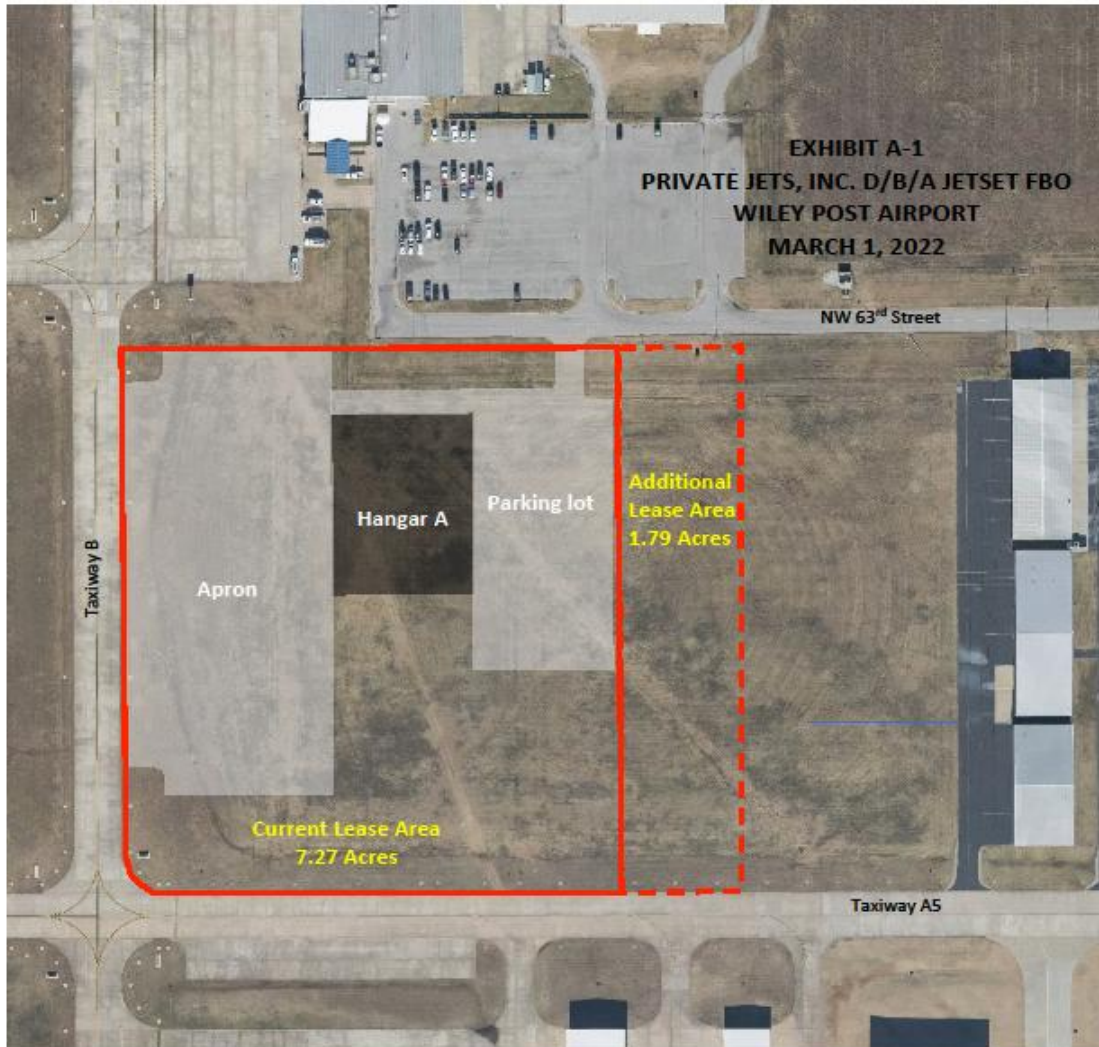
COMMENCING at the Northeast corner of said NE/4; thence  
S 89° 59' 08" W a distance of 1350.04 feet; thence  
S 00° 09' 31" E a distance of 36.18 feet to the POINT OF BEGINNING; thence  
N 89° 59' 08" E a distance of 130.00 feet; thence  
S 00° 09' 31" E a distance of 600.00 feet; thence  
S 89° 59' 08" W a distance of 130.00 feet; thence  
N 00° 09' 31" W a distance of 600.00 feet to the POINT OF BEGINNING.  
Said tract contains 78,000 Sq Ft or 1.79 Acres, more or less.  
Basis of bearing = S 00° 09' 31" E along the East line of the NE/4.

This Legal description prepared by Denver Winchester, PLS 1952 on October 21, 2021 based on the measurements in the lease legal description prepared by Ryan R. Doudican, RPLS 1591 on January 18, 2018 for Private Jets Inc.

  
Denver Winchester



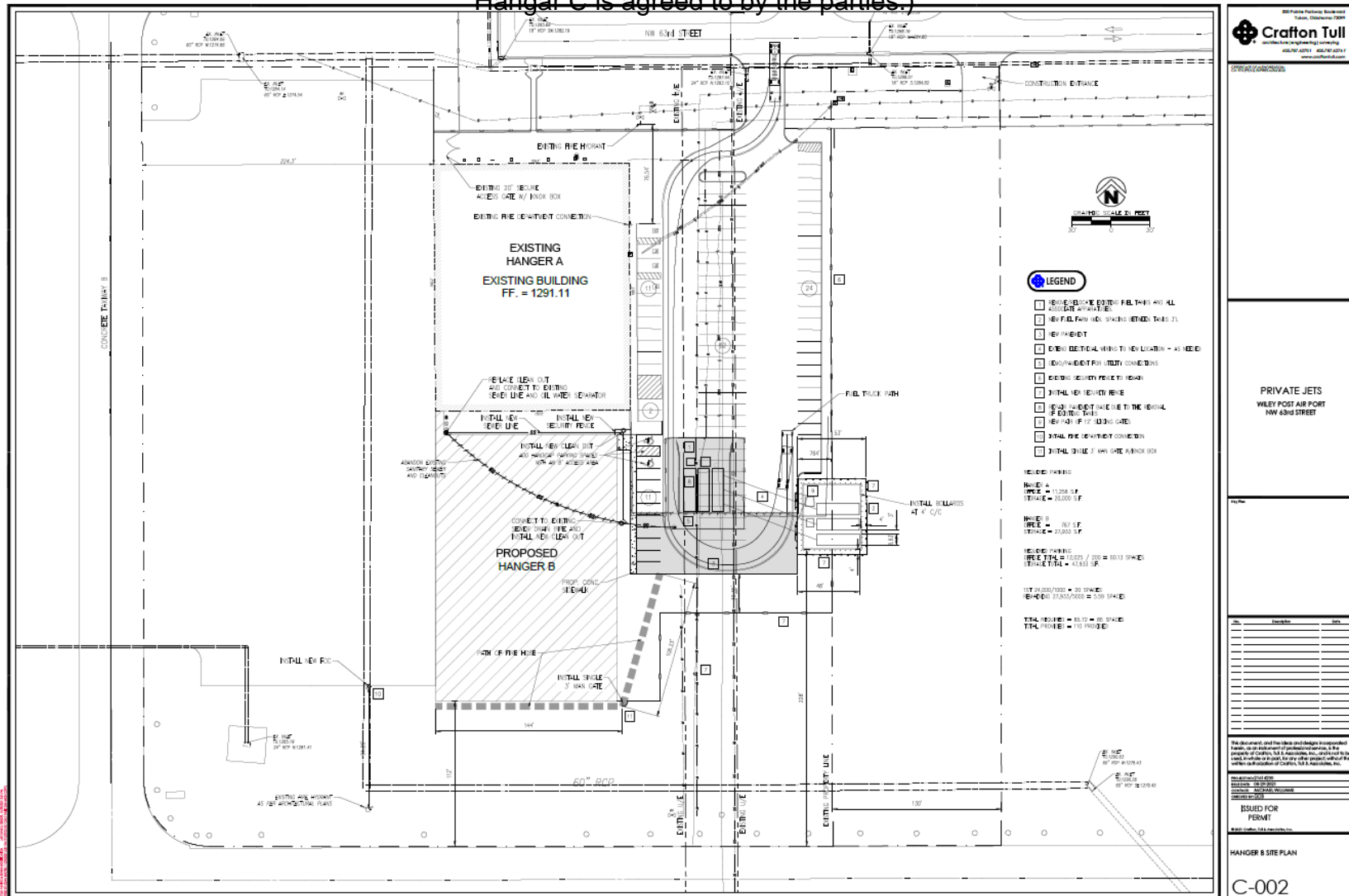






## EXHIBIT B – PRELIMINARY SITE PLAN

(To be revised by letter agreement in the event the construction of  
Hangar C is agreed to by the parties.)



CONSTRUCTION AGREEMENT  
PRIVATE JETS, INC.  
EXHIBIT B

## **EXHIBIT C – PRELIMINARY PLANS AND SPECIFICATIONS**

[incorporated hereto by reference]

## **EXHIBIT D – FINAL SITE PLAN**

Dated as indicated on the Notice of Authorization to Proceed with Construction  
[incorporated hereto by reference after City permit approval]

## **EXHIBIT E – FINAL PLANS AND SPECIFICATIONS**

Dated as indicated on the Notice of Authorization to Proceed with Construction  
[incorporated hereto by reference upon completion of construction]

## **EXHIBIT F – AS-CONSTRUCTED SPECIFICATIONS AND DRAWINGS**

[incorporated hereto by reference upon completion of construction]

## EXHIBIT G – FORM 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. <div style="text-align: center; border: 1px solid black; padding: 2px; margin: 5px 0;"> <b>COMPANIES AFFORDING COVERAGE</b> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 2px;">COMPANY A LETTER</td> <td style="width: 50%; border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY B LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY C LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY D LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">COMPANY E LETTER</td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> </table>				COMPANY A LETTER		COMPANY B LETTER		COMPANY C LETTER		COMPANY D LETTER		COMPANY E LETTER	
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  <b>GENERAL LIABILITY</b> _____ OCCURRENCE _____ CLAIMS MADE _____ AND TAIL _____ COVERAGE _____ CONTRACTUAL _____ LIABILITY _____ Ded/SIR \$ _____	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS											
<b>AUTOMOBILE LIABILITY</b> _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				GENERAL AGGREGATE BODILY INJURY (Per Person) PROPERTY DAMAGE (Per Accident) EACH OCCURRENCE MEDICAL EXPENSES (Any One (1) Person)											
<b>WORKER'S COMPENSATION AND EMPLOYER LIABILITY</b> Standard Compliance for the State of Oklahoma				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE											
<b>VALUABLE PAPERS INSURANCE</b> (If required by Contract)				EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE											
<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 Agreement have been complied with and will continue as long as the Agreement 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 Agreement, 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 "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 Agreement. The City and Trust rely upon the Certificate of Insurance as evidence of Agreement 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 Agreement have been met and will continue to be met without interruption during the term of the Agreement. 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 Agreement's insurance obligations, the 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.

## **EXHIBIT H – FORM OF BILL OF SALE FOR INFRASTRUCTURE IMPROVEMENTS**

### **KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_, party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the Oklahoma City Airport Trust, party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents does grant, bargain, sell, transfer, and deliver unto said party of the second part certain property as follows:

**(Check appropriate box)**

- ☐ Infrastructure Improvements as defined by the Construction Agreement between the parties consisting of: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

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

**WITH THE EXCEPTION OF THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH ABOVE, PARTY OF THE FIRST PART HAS MADE AND MAKES NO REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR NATURE (WHETHER EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO OR RELATING TO THE INFRASTRUCTURE IMPROVEMENTS AND DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE INFRASTRUCTURE IMPROVEMENTS OR ANY COMPONENT THEREOF. SUCH INFRASTRUCTURE IMPROVEMENTS BEING TRANSFERRED ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS HEREUNDER.**

**IN WITNESS WHEREOF**, the \_\_\_\_\_, said party of the first part, does hereby cause these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:** \_\_\_\_\_, **LESSEE**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name/Title

CONSTRUCTION AGREEMENT  
PRIVATE JETS, INC.  
EXHIBIT H



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

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

Given my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

SEAL:

My Commission expires: \_\_\_\_\_

My Commission number: \_\_\_\_\_



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Wesco Insurance Agency 420 Maple P.O. Box 850300 Yukon OK 73085-0300	PHONE (A/C, No, Ext): (405) 354-5201	COMPANY Ohio Casualty Insurance Company 14000 Quail Springs Parkway, Ste 310 Oklahoma City OK 73134
FAX (A/C, No): (405) 350-6829	E-MAIL ADDRESS: mvincent@wescoinsurance.com	
CODE: AGENCY CUSTOMER ID #: 00008520	SUB CODE:	
INSURED Pinion Construction Co Inc. 525 N. Sara Rd Yukon OK 73099	LOAN NUMBER	POLICY NUMBER BMO (22) 64 21 60 29
	EFFECTIVE DATE 12/20/2021	EXPIRATION DATE 12/20/2022
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc# 00001/Bldg# 00001 7220 NW 63rd, Building B Bethany, OK 73008
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Special Form	2,800,000	5,000

## REMARKS (Including Special Conditions)

--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  The City of Oklahoma City & The Oklahoma Airport Trust 7100 Terminal Drive, Suite 937 Oklahoma City, OK 73159	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
	AUTHORIZED REPRESENTATIVE  Mike Vincent/RENEE 