

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Agreement is made and entered into by and between Kelley Family Trust, ("Assignor"), and Mike Swisher, ("Assignee").

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

**WHEREAS**, the Oklahoma City Airport Trust ("Trust"), a public trust created under the laws of the State of Oklahoma, operates and maintains certain real estate for the benefit of The City of Oklahoma City, ("City") known as Clarence E. Page Airport ("Airport") and located in Canadian County, Oklahoma; and

**WHEREAS**, the parties hereto recognize and accept that the Assignor is presently Lessee of Block 2, Lot 4, under a Lease Agreement with the Trust, dated February 27, 2020, for the purpose of leasing Airport premises for a hangar site to be used for storage of privately-owned aircraft ("Original Agreement"); and

**WHEREAS**, the Assignor now desires to assign to the Assignee all of its rights, title, interests and obligations in and under that certain Original Agreement for Block 2, Lot 4, with the Trustees of the Trust, which is attached hereto and made a part hereof by reference; and

**WHEREAS**, the Assignor and the Assignee hereby acknowledge that pursuant to the provisions of said Original Agreement any and all assignments shall not be effective without the prior written approval of the Trustees of the Trust and the Council of the City; and

**WHEREAS**, the Assignee hereby accepts such assignment of the above described Original Agreement and hereby agrees to strictly comply with and assume all the terms, provisions, conditions and obligations of the Lessee under said Original Agreement effective upon approval of the Trustees of the Trust and the Council of the City.

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

1. This Assignment and Assumption is effective September 27, 2022 ("Effective Date").
2. The Assignor assigns to the Assignee, all of its rights, title, interests and obligations in and under that certain Original Agreement of Block 2, Lot 4, between the Assignor and the Trustees of the Trust, which is attached hereto by reference, and the Assignee hereby agrees to strictly comply with and assume all the terms, provisions, conditions and obligations as Lessee under said Original Agreement.
3. The Trustees of the Trust approve the assignment and assumption of said Original Agreement to Mike Swisher, and all of the rights, title, interests, and obligations in and under that certain Original Agreement.
4. All recitals hereinabove are contractual in nature, are made a part of this Assignment and Assumption Agreement and are true and correct.

5. This Assignment and Assumption Agreement contains the entire agreement between the parties, and no statement, promises, or inducements made by either party, or agent of either party hereto, that is not contained in this written agreement shall be valid or binding; and this assignment may not be enlarged, modified, or altered except in writing, signed by all parties, and endorsed thereon.

**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Agreement to be effective as of the Effective Date.

**Assignor:**  
**Kelley Family Trust**

Marjorie T. Kelley  
Marjorie T. Kelley, Co-Trustee

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Canadian )

On this 13<sup>th</sup> day of September, 2022, personally appeared Marjorie T. Kelley, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this 13<sup>th</sup> of Sept., 2022.

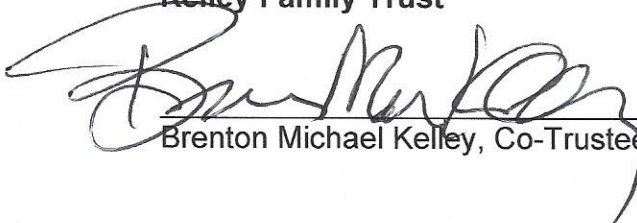


Shala Davis  
Notary Public

Seal and Commission expiration date:

Exp: 6/25/24

Assignor:  
Kelley Family Trust

  
Brenton Michael Kelley, Co-Trustee

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Canadian )

On this 13<sup>th</sup> day of September, 2022, personally appeared Brenton Michael Kelley, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this 13<sup>th</sup> of Sept., 2022.



  
Notary Public

Seal and Commission expiration date:

Exp: 6/25/24

Assignee:  
Mike Swisher

Mike Swisher  
Mike Swisher

STATE OF Oklahoma  
COUNTY OF Canadian ) ss:

On this 14<sup>th</sup> day of Sept 2022, personally appeared Mike Swisher, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Subscribed and sworn to before me this 14<sup>th</sup> of Sept, 2022.



A. Kaye Blevins  
Notary Public

Seal and Commission Expiration Date:

02-22-26

**APPROVAL RECOMMENDED**

Jeff Mulder  
Director of Airports

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 22nd day of September, 2022.

**ATTEST:**

Amy K Simpson  
Trust Secretary



**OKLAHOMA CITY AIRPORT TRUST**

Jimmy Salmon  
Chairman

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this 27th day of September, 2022.

**ATTEST:**

Amy K Simpson  
City Clerk



**THE CITY OF OKLAHOMA CITY**

David Holt  
Mayor

**REVIEWED** for form and legality.

Jami Blocker

Assistant Municipal Counselor/  
Attorney for the Trust



CHANGE EFFECTIVE DATE: 06-17-22  
CHANGE ENDORSEMENT NUMBER: 0003

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:  
PAGE AIRPORT PILOTS  
ASSOCIATION & ITS INDIVIDUAL

Policy Number: KTK-630-9316A694-IND-22  
Policy Effective Date: 06/17/22  
Issue Date: 08/04/22  
Premium \$ 0

INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY

Effective from 06/17/22 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

\*\*\*THE ACTUAL EFFECTIVE DATE OF THIS ENDORSEMENT IS 8/1/22.\*\*\*

THE LOCATION SCHEDULE, IL TO 03 04 96, IS AMENDED AS FOLLOWS:

AMENDED THE OCCUPANCY FOR LOC. 45, BLDG. 45 TO READ:

BLOCK 2, LOT 4 - MIKE AND/OR LINDA SWISHER

NAME AND ADDRESS OF AGENT OR BROKER:  
A J GALLAGHER RMS (BP850)  
5314 S YALE AVE STE 900  
TULSA, OK 74135

COUNTERSIGNED BY:  
*B. J. Hunt*

\_\_\_\_\_  
Authorized Representative

IL TO 07 09 87      PAGE 1 OF 1  
OFFICE: HOP SC HARTFORD

DATE: 08-04-22  
\_\_\_\_\_

## CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder):  
The City of Oklahoma  
And The Oklahoma City Airport Trust  
7100 Terminal Drive, Box 937  
Oklahoma City, Oklahoma 73519-0937

The following policy(ies) have been issued to:  
Page Airport Pilot Association  
c/o Kelly L. Troyer and Doug Frantz  
P.O. Box 850291  
Yukon, Oklahoma 73085-0291

### AVIATION COMMERCIAL GENERAL LIABILITY INFORMATION:

**POLICY NO:** AR 00016330

**POLICY PERIOD:** FROM: June 17, 2022

TO: June 17, 2023

**THIS COVERAGE IS EFFECTIVE 12:01 A.M. June 17, 2022**

**INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY**

### LIABILITY COVERAGES:

### LIMITS OF LIABILITY

#### GENERAL AGGREGATE

**\$Not Applicable**

#### EACH OCCURRENCE

**\$ 1,000,000**

#### DAMAGE TO PREMISES RENTED TO YOU

**\$ 100,000**

EACH PREMISES

#### PRODUCTS/COMPLETED OPERATIONS

**Not Covered**

AGGREGATE

#### PERSONAL & ADVERTISING INJURY

**\$ 1,000,000**

AGGREGATE

#### MEDICAL EXPENSE

**\$ 3,000**

EACH PERSON

#### HANGARKEEPER'S LIABILITY

**Not Covered**

#### HANGARKEEPER'S DEDUCTIBLES

**PROPERTY DAMAGE DEDUCTIBLE (EXCLUDING PROPERTY  
DAMAGE INCLUDED IN THE PRODUCTS-COMPLETED OPERATIONS  
HAZARD)**

**\$ XXXX**

EACH TURBINE POWERED AIRCRAFT

**\$ XXXX**

EACH OTHER AIRCRAFT

**\$ XXXX**

EACH NON-AIRCRAFT CLAIM

### THIS CERTIFICATE HOLDER IS:

- ☒ Included as an Additional Insured but only with respect to their liability arising out of the financial control of you; or premises they own, maintain or control while you lease or occupy these premises.
- ☐ Provided a waiver of subrogation because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with the certificate holder and included in the products-completed operations hazard.

### OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation and - ten (10) days for nonpayment of premium - of any policy above.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

**OLD REPUBLIC AEROSPACE, INC. Representative:**

Agency Name: Travers & Associates  
Agency Phone: 314-963-9080



Date: June 21, 2022





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2022

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID:</b>	
<b>INSURED</b> Page Airport Pilots Association & Its Individual Members C/O Kelly L. Troyer & Douglas M. Frantz, PO Box 850291 Yukon, OK 73085		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Indemnity Company (IND) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(1/1) C.E. PAGE MUNICIPAL AIRPORT, 2300 CIMARRON ROAD, OKLAHOMA CITY, OK 73159

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input checked="" type="checkbox"/> <b>PROPERTY</b> CAUSES OF LOSS DEDUCTIBLES BASIC BROAD SPECIAL EARTHQUAKE WIND FLOOD	9316A694	06/17/2022	06/17/2023	<input checked="" type="checkbox"/> BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	\$ 6,814,652 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	<input type="checkbox"/> <b>INLAND MARINE</b> CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				\$ \$ \$ \$
	<input type="checkbox"/> <b>CRIME</b> TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$ \$ \$ \$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Additional Insured, DX T3 71 11 12. All Buildings.  
Buildings insured individually: total Building limit is \$6,814,652.

Certificate Holder is added as AI as evidence by the form listed above.

**CERTIFICATE HOLDER****CANCELLATION**

City of OKC & OKC Airport Trust  
7100 Terminal Dr., Unit 937  
Oklahoma City, OK 73159-0937

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

AUTHORIZED REPRESENTATIVE

*Hal Hunt*

Additional Insured:

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ACORD 24 (2009/09)

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ACORDs provided by Forms Boss. www.FormsBoss.com; (c) Impressive Publishing 800-208-1977



**Page Airport Pilot Association**  
**June 17, 2022 to June 17, 2023**  
**Hangar Owners**

	Name	Block Number	Lot Number
1	Stephen W. Barnes and/or Kathleen E. Barnes	1	1
2	Jesse Sullivan	1	2
3	Martin Kubier Family Revocable Living Trust	1	3
4	Nobles Family Revocable Trust	1	4
5	Kristin Grubbs	1	5
6	Lee M. Holmes Trust	2	1
7	Keith A McFarland and/or Erik Dahlgren	2	2
8	Dennis C. Fox or Mary R. Fox	2	3
9	Mike and/or Linda Swisher	2	4
10	Dale Williams	3	1
11	Keith A. McFarland	3	2
12	Lee M. Holmes Trust	3	3
13	Martin Kubier Family Revocable Living Trust	3	4
14	Mike and/or Linda Swisher	3	5
15	Terry D. Dow	3	6
16	Nathan Ritchie	3	7
17	Larry Eversmeyer	3	8
18	Doug Andresen	3	9
19	Edsel Ford	3	10
20	Jordan Hornbeck, Jr. and/or Michael Scott Hornbeck	4	1
21	Rex Austin	4	2
22	Budde Air Racing Enterprise	4	3
23	Gerald L. Hudson Living Trust Date March 01, 2007	4	4
24	Jesse Sullivan	4	5
25	Douglas Burleson	4	6
26	D&J Land, LLC	4	7
27	Gary M. Lake	4	8
28	Norman W. Gibson and/or Stacy Gibson	4	9
29	K. L. Troyer	4	10
30	Gary and Mary Blankenbiller	5	1
31	Doug Andresen	5	2
32	PCCC, LLC Patrick T. & Cynthia L. Cohenour	5	3
33	Poage Services, LLC	5	5
34	Eugene Colangelo	5	6
35	Steve R. and Karen S. Kurtz	5	7
36	Dave & Mabel Migura	5	8
37	Jerry L. Calvert	5	10
38	James A Thomas	6	1
39	D & J Land, LLC	6	2
40	Chuck Parker	6	3
41	Heartland Hangar, LLC	6	4
42	Gary M. Lake	6	6
43	Samuel T. Edwards	6	7
44	Doug Frantz	6	8
45	Robert Ohop	6	9
46	Peter J. Smith	6	10

47	Michael Davoli	7	1
48	Michael Davoli	7	2
49	Nick and/or Faira Knezevich	7	10
50	Slipstream, LLC	7	6
51	Slipstream, LLC	7	7
52	Arnold A. Angelici	8	1
53	Don or Gayle Laughlin	8	2
54	Mark C. Howard	8	3
55	Mark C. Howard	8	4
56	Chuck and/or LaVerne Stroh	8	5
57	Mark C. Howard	5	9
58	Larry K. Hudson	7	9
59	Michael K. Broomfield	9	10
60	Douglas M. Frantz and/or Barbara A. Frantz	7	3
61	Stephen W. Barnes and/or Kathleen E. Barnes	9	9
62	John E. Bottrell	9	8