



Lease and Operations Agreement

between

The Oklahoma City Airport Trust

and

ALCLEAR, LLC

DBA

CLEAR

Effective Date: December 1, 2022

Lease and Operations Agreement

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LEASE AND OPERATIONS AGREEMENT

This Lease Agreement ("Agreement"), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust ("Lessor") and ALCLEAR, LLC, dba CLEAR®, a registered Delaware limited liability company ("Lessee"),

WITNESSETH:

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

WHEREAS, Lessee is a Transportation Security Administration ("TSA") approved third-party administrator of registered traveler programs and is in the business of operating such programs at airports in the United States; and

WHEREAS, Lessee desires to lease certain premises from the Lessor, at the Airport, in which to operate a third-party registered traveler program concession service to expedite the travel of its members;

WHEREAS, Lessee is also in the business of conducting TSA PreCheck enrollment services on behalf of TSA; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement for the lease and operations of Lessee's third-party registered traveler program and TSA PreCheck enrollment concessions services.

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, the words and phrases defined in this section shall have the following meanings when used elsewhere in this Agreement:

- A. "Catchment Area" shall mean all locations within the following counties of the State of Oklahoma including: Alfalfa, Atoka, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Choctaw, Cimarron, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Hughes, Jackson, Jefferson, Johnston, Kingfisher, Kiowa, Lincoln, Logan, Major, McClain, McCurtain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Seminole, Stephens, Texas, and Tillman.
- B. "Concession Fee" shall mean the payment required from the Lessee as set forth in Article 5 and shall be the greater of the Minimum Annual Guarantee and the Percentage Fee of the aggregate amount of Gross Sales.

- C. "Concession Service(s)" shall mean the provision of services connected to a Registered Traveler Program as well as TSA PreCheck enrollment services on behalf of TSA at the Airport in accordance with an approved Registered Traveler ("RT") Amendment ("RT Amendment") to the Airport Security Program ("ASP") for the Airport.
- D. "Director of Airports" or "Director" shall mean the person designated by the Lessor to exercise certain functions with respect to the rights and obligations of the Lessor under this Agreement. Said term shall also include any person expressly delegated by the Director to exercise functions with respect to the rights and obligations of the Director under this Agreement.
- E. "Effective Date" shall mean December 1, 2022.
- F. "Expiration Date" shall mean November 30, 2025.
- G. "Gross Sales" shall be used in calculating the Percentage Fee and shall mean the dollar total of the aggregate amount of the price charged, regardless of whether received by cash, check, on credit, exchange, charge accounts, pay app, or otherwise without any deduction for inability or failure to collect the same, for:
- 1) All enrollment memberships and renewals in Lessee's RT Program, regardless of where such enrollment occurs, for enrollees with listed home addresses in the Catchment Area;
 - 2) All other goods or services sold, offered, or performed at or from the Leased Premises, other than (a) RT enrollment memberships to individuals who do not have a home address in the Catchment Area, and (b) all revenue from TSA PreCheck enrollments;
 - 3) All monies or other things of value received by Lessee from Lessee's operations at, upon or from the Leased Premises which are neither included nor excluded from Gross Sales by the other provisions of this definition, including without limitation, finance charges, late fees, and all deposits not refunded to customers;
 - 4) All monies or other things of value received by Lessee from mail, catalog, computer, internet, telephone, credit card companies, or other similar orders received at, ordered from, or billed at or from the Leased Premises or anywhere else, other than (a) RT memberships to individuals who do not have a home address in the Catchment Area, and (b) TSA PreCheck enrollments.

For purposes of calculating Gross Sales, each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale is made, whether Lessee shall actually receive full or partial payment. Each RT membership or renewal shall be

treated as a sale in the month during which the same is made.

- H. "Leased Premises" shall mean the area of the Airport that Lessee shall lease, occupy, and operate in accordance with this Agreement. The Leased Premises contains approximately 578 square feet and is depicted on Exhibit "A" attached hereto.
- I. "Minimum Annual Guarantee" or "MAG" shall mean \$50,000.
- J. "Option Period(s)" shall mean the time in which Lessee may continue to lease the Leased Premises and to operate the Concession Services subject to the terms and conditions in Section 3.02. Said Option Periods shall include two (2) successive one (1) year periods.
- K. "Percentage Fee" shall mean the product of the Gross Sales multiplied by 10% during the Primary Lease Period but the parties will mutually agree on the Percentage Fee that will be applicable during the Option Period.
- L. "Personal Property" shall mean the movable furniture, fixtures, equipment, kiosks, and displays of the Lessee used in Lessee's operations at the Airport.
- M. "Primary Lease Period" shall mean the initial term of the Agreement and shall be three (3) years from the Effective Date.
- N. "RT" shall mean a registered traveler meeting the qualifications of the Transportation Security Administration ("TSA").
- O. "RT Program" shall mean a private sector-managed program at the Airport to enroll RT applicants, collect biographical and biometric information for RT applicants and participants, issue RT credentials, authorize RT participants, and verify RT participants during the security checkpoint process.
- P. "Term" shall mean the Primary Lease Period and any Option Period(s).
- Q. "Transaction Report" shall mean a monthly report showing the previous month's Gross Sales activity as described in Article 7.

1.02 Interpretation

- A. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Agreement refer to this 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 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 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 section or article headings and names of persons are technical and pertain strictly to this Agreement and are defined in Article 1.

1.03 Incorporation of Exhibits

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

- Exhibit A – Leased Premises Description
- Exhibit B – Monthly Report
- Exhibit C – Form of Certificate of Insurance

ARTICLE 2. LEASED PREMISES AND PERMITTED USE AND OPERATIONS

2.01 Leased Premises

Lessor does hereby provide, demise, and lease to Lessee the Leased Premises and grants to the Lessee the non-exclusive right and privilege to operate the Concession Services for an RT Program within the Leased Premises consistent with the terms, covenants, and conditions contained in this Agreement. The Lessee has examined the Leased Premises and accepts it in its present “as-is” condition.

2.02 Permitted Use and Operations

Lessee shall have the right and privilege of the use and occupancy of only the Leased Premises for the operation and management of Lessee’s Concession Services. Lessee shall be allowed, with the written approval of the Director, to install and operate (a) RT biometric enrollment and verification kiosks, (b) enrollment kiosks to conduct TSA PreCheck enrollment services on behalf of TSA, and (c) a checkpoint screening lane for use by its Registered Travelers for its Concession Services at the Airport. Lessee shall furnish all personnel, materials, and other requirements to operate the Concession Service. Security measures necessary to conduct this business are the sole responsibility of Lessee. Lessee’s Concession Services shall only be operated in accordance with a TSA approved RT Amendment to the Airport’s ASP. Said RT Amendment contains Sensitive Security Information as defined in 49 CFR Part 1520 and is therefore incorporated hereto by the parties by reference. Lessee shall be responsible to maintain the appropriate approval for the provision of the Concession Services from the TSA and shall notify OCAT of any change in its system certification from TSA. The Airport agrees, and Lessee agrees to assist where possible, to facilitate finalization of the applicable ASP Amendment for RT operations at OKC. Lessee understands that it shall not engage in any Concession Services until the RT ASP Amendment is approved, or in the event the TSA withdraws approval for the RT Program. Lessee specifically acknowledges that its failure to comply with the RT Amendment would constitute a violation of 49 CFR §1540.105(a)(1) and may result in termination of this Agreement pursuant to Article 20.

2.03 Non-Permitted Use

Unless otherwise agreed in writing by the parties hereto, Lessee shall never use the Leased Premises for any purpose other than that which is defined in the Section 2.02.

2.04 Commercial Activities

No commercial activities, sales, or other enterprise shall be permitted within or conducted on the Leased Premises unless specifically permitted hereunder. Commercial activity shall mean and include, but not be limited to, the use of the Leased Premises for monetary remuneration or some exchange of in-kind benefit. As consideration for this right and privilege, Lessee agrees and is hereby obligated to maintain and operate said Leased Premises in accordance with the terms and conditions set forth herein.

ARTICLE 3. TERM

3.01 Primary Lease Period

The term of this Agreement is for a period commencing on the Effective Date and ending on Expiration Date. Provided, however, it is understood and agreed that this Agreement may be subsequently approved by the City of Oklahoma City, as the successor in interest to the Lessor, but said approval shall be subject to the same Effective Date.

3.02 Option Period

At the expiration of the Primary Lease Period, the parties shall have the option to renew the lease at mutually agreeable terms of the parties for the Option Periods. Each Option Period available to the parties shall become effective only in the event either of the parties gives written notice of their desire to exercise the option to the other no later than 60 days prior to the expiration of the Primary Lease Period or any applicable Option Period and then the parties shall enter into an amendment conforming the exercise of the Option and the terms for the Option Period. If the parties do not exercise the first Option Period as provided herein, all subsequent options are extinguished and Lessee's right, use and occupancy of the Leased Premises shall be null and void, and the Agreement terminated at the end of the Primary Lease Period.

3.03 Compliance with Applicable Federal, State, or Local Law or Regulation

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

ARTICLE 4. LESSEE'S OPERATIONS

4.01 Service and Operational Standards

Lessee shall comply with all service and operational standards as described herein. Any modifications to the service and operational standards shall be by written agreement by the parties. In addition, Lessee shall comply with and agree to the following:

- A. Lessee shall operate its Concession Services in an efficient, professional, customer friendly, and well-run manner to meet the needs of passengers and other customers.
- B. Lessee shall conduct its concession operations in a manner so as not to disturb or to be offensive to other tenants, customers, or passengers in the Airport. Lessee shall not solicit business anywhere at the Airport except within its Leased Premises or as authorized in writing by the Director.
- C. Lessor may monitor, test, or inspect the Concession Services of Lessee at any time through the use of a shopping service or other commercially reasonable means that does not unduly interfere with Lessee's operations.
- D. Lessee shall be responsible for escorting its unbadged contractors and any invitees to post-security locations, twenty-four (24) hours a day, seven (7) days a week.
- E. Lessee is responsible for ensuring all debit and credit card transactions are conducted in accordance with all applicable laws and in compliance with payment card industry standards.
- F. Lessee's mutually agreed hours of operation must coincide with the times the TSA checkpoint is operational, and Lessee understands those times can vary daily.
- G. In the event Lessee does not meet its RT participant's demand for both enrollment and for navigating through the verification and checkpoint processes, complaints to the Airport about Lessee's service level may occur. Airport shall provide notice to Lessee as soon as is reasonably practicable in the event Lessee receives complaints. In this regard, Lessee shall make its staff available to RT participants in the TSA checkpoint area promptly following when a RT participant arrives at the Lessee's checkpoint lane or enrollment area.

4.02 Customer Complaints

Questions or complaints raised by any RT Program applicant, or participant, or on the Director's own initiative or otherwise, may be submitted to Lessee for response. Lessee shall respond to the Director, or applicant, or participant within twenty-four (24) hours, and thereafter promptly work toward a resolution of such questions or complaints. At the Director's request, Lessee shall meet with the Director to review any complaints or concerns and shall promptly correct any deficiencies.

4.03 Soliciting and Advertising

No soliciting for any purpose other than the Concession Services or outside of the Leased Premises is allowed at the Airport by Lessee's employees. Lessee shall inform its employees of this requirements prior to the time each such employee shall begin work for the Lessee at the Airport. Any posted advertising of the Concession Services on Lessee's Leased Premises must be approved by Lessor. The Director may authorize from time-to-time solicitations for the Concession Services outside of the Leased Premises in the terminal building, but such authorization shall be in writing and shall only be related to the Concession Services.

4.04 Employee Standards

Lessee shall recruit, train, supervise, direct, and deploy the optimum number of

employees to match the service requirements of this Agreement. Each employee shall be clean, neat, free from body odor, professional, courteous, friendly, and not wear excessive amounts of jewelry, perfume, or cologne. Employees shall wear uniforms and clearly display an Airport security identification badge showing the name of the employee and employer at all times while at the Airport. If an employee is found within a Security Identification Display Area (SIDA) without an Airport security identification badge clearly displayed, Lessee shall discipline, and, if necessary, discharge, the employee.

Lessee shall provide services in English to meet the expectations of the traveling public, who are predominantly domestic passengers at this Airport. Offering services in other languages is encouraged but not required. Lessor reserves the right to discuss increased staffing levels with Lessee if the customer service requirements set forth in this Agreement are not, in Lessor's judgement, being met. Lessee should anticipate peak travel seasons such as Spring Break, Thanksgiving, Christmas, and other holidays, and add additional staff accordingly.

Lessee's employees shall meet any security and training requirements set forth in the RT Amendment.

4.05 Gratuities

Neither the Lessee nor its employees, officers and agents shall solicit or accept gratuities, tips, or other payment for any reason whatsoever.

4.06 Management

The operations of the Lessee's Concession Services shall be under the constant direct supervision of trained, qualified, and experienced managers employed by Lessee. Managers shall be authorized to accept any notice required or allowed by this Agreement and shall have authority to make all decisions reasonably necessary in the day-to-day operations. Managers shall be available on-site during business hours, provided that a subordinate may be designated as an acting manager during brief absences of the manager.

Lessee must identify a General Manager ("GM") as the primary individual responsible to fulfill Lessee's obligations under this Agreement and the primary point of contact for interactions with Lessor to be assigned to the oversight of the operations at the Leased Premises. The GM should be available twenty-four (24) hours a day, seven (7) days a week for Lessor to communicate any challenges and/or emergencies. If the GM is not available, Lessee shall provide a name and telephone number of a manager who is available twenty-four (24) hours a day, seven (7) days a week and able to make decisions on Lessee's behalf. The GM assigned under this Agreement must be fully qualified. Lessee shall maintain, and submit to Lessor, an up-to-date organizational chart. Lessee will employ a qualified, professional GM with requisite experience to ensure the fulfillment of Lessee's obligations under this Agreement.

4.07 Signs

Lessor will permit Lessee to install and operate signs in and about the interior and exterior of the Leased Premises to advertise the Concession Service locations, but

Lessee shall not install any sign until the sign has been approved in writing by the Director. Lessee shall request the Lessor's approval by submitting a written request identifying the number, general type, size, and location and must be accompanied by a detailed rendering or drawing of the proposed sign. Freestanding floor signs outside of the Leased Premises are not permitted.

4.08 Document Disposal and Retention

Lessee shall retain and dispose of information as required in the RT Amendment.

4.09 Parking Permits

The Lessee shall be responsible for payment of the then current fee for parking permits for its employees to utilize the Employee Parking Lot. The Lessee shall be responsible for the return of all employee parking lot gate cards of all personnel transferred or terminated from the employ of the Lessee for an Airport assignment, and upon expiration or termination of the Agreement. If a gate card is not returned, the Lessee shall pay the Lessor's then established charge for non-returned gate cards.

ARTICLE 5. TERMINAL RENT AND CONCESSION FEES

5.01 Terminal Rent

Throughout the term of this Agreement, Lessee shall pay rent for Lessee's use of the Leased Premises at the Non-Signatory Terminal rates and charges as determined annually through the Lessor's signatory airline agreement. The verification area will be calculated at the Non-Signatory Airline 2nd Floor Counter Space Rate, the enrollment area will be calculated at the Non-Signatory Airline Public Area – Extended Counter Rate, and the office area and communication room will be calculated at the Non-Signatory Airline 2nd Floor Office rate.

From Effective Date through June 30, 2023, the rates will be calculated as follows:

<u>SPACE</u>	<u>SQUARE FEET</u>	<u>RATE</u>	<u>12/1/2022 - 6/30/2023</u>	<u>MONTHLY</u>
Verification Area	182	86.65	15,770.28	1,314.19
Enrollment Area	70	21.66	1,516.20	126.35
Office Space	303	43.32	13,125.96	1,093.83
Communication Room	23	44.32	1,019.40	84.95
Total	578		31,431.84	2,619.32

Beginning July 1, 2023, and every July 1 thereafter through the remainder of the Primary Lease Period and the Option Period(s), the rental rates will be adjusted in accordance with the calculation of the Signatory Airline rates and charges and corresponding Non-Signatory Terminal Rental Rates (Exhibit H to the Signatory Airline Agreements). The Lessor will notify the Lessee of the new Non-Signatory terminal rental rates and the same shall be incorporated hereto by reference and paid by the Lessee without a formal amendment hereto.

5.02 Concession Fees

Lessee shall pay to the Lessor, without abatement, deduction, or offset, except as otherwise provided herein, in monthly installments, a Concessions Fee in an amount equal to the greater of the Minimum Annual Guarantee or a Percentage Fee of the aggregate amount of the Lessee's total Gross Sales at the Airport for each year throughout the Primary Lease Period of this Agreement and any Option Period(s). The Concession Fee shall be paid as follows:

A. Minimum Annual Guarantee Payment

For each year during the Primary Lease Period and any Option Period, Lessee shall pay the Minimum Annual Guarantee in monthly installments in the amount of one-twelfth (1/12) of the annual MAG by the 10th day of the month.

B. Monthly Percentage Fee Payment

Lessee shall remit by the 10th day of each month following the month that any sale occurs, a Monthly Report of its Gross Sales for the preceding month as set out in Section 7.01 along with any Percentage Fee that exceeds the MAG payment previously paid for the same reporting month.

C. Annual Reconciliation

1. Within ninety (90) days following the close of any contract year, Lessee shall pay to Trust any amounts due of any nature attributable to that contract year. Lessee shall pay the balance due for the Concession Fee, which is payable monthly, but computed based on the contract year. If the amount of the Concession Fee paid monthly during the year exceeds the amount due when computed on the monthly basis, then Lessor shall credit the excess balance to Lessee's account against one (1) or more succeeding monthly payments. In the event this Agreement terminates, and Concessionaire does not hold a subsequent contract against which sums can be credited, then Lessor will make a cash payment of any excess balance due to Lessee. It shall be the duty of the Lessee to make a claim of overpayment and resulting credit due, with supporting documentation, which claim will be evaluated by the Lessor. Claims must be made within one-hundred eighty (180) days of the close of any Contract Year.
2. At the end of each contract year, Concessionaire shall furnish to Trust a written Annual Report, prepared in accordance with Generally Accepted Accounting Principles ("GAAP") and certified by Lessee's Chief Financial Officer ("CFO"), or an independent certified public accounting firm, stating that the Concession Fee paid by the Lessee during the preceding contract year was properly calculated and paid in accordance with the terms of this Agreement and specifying the amount of Concessionaire's Gross Sales for the prior Agreement year. The Annual Report shall contain a complete, itemized statement of Lessee's: (a) annual total Gross Sales, as shown on the books and records of Lessee,

that were used to compute the Concession Fee during the period covered by the Annual Report, including a breakdown of any excluded items from Gross Sales; and (b) the total Concession Fee paid for the Contract Year. If Trust requests any additional information, Lessee will provide it within seven (7) calendar days.

D. Credits and Discounts

Lessee may allow customary discounts on sales to its own employees. Lessee shall not be credited with nor allowed to have any reduction in the amount of Gross Sales that result from any arrangements for a rebate, discount or hidden credit given or allowed to any customer, City, or other Airport employees.

5.03 Prorated Rents and Fees

In the event the rents and fees herein do not commence on the first day of the month or the Expiration Date ends on the last day of the month, then any rents or fees due under this Article shall be prorated for the number of remaining days in the month.

ARTICLE 6. DELINQUENT FEES

6.01 Due Date

All rents and fees shall be delinquent if not received by Lessor on or before the dates due as specified in Article 5 during the term hereof unless specified otherwise.

6.02 Delinquency Charges

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

ARTICLE 7. MONTHLY REPORT

7.01 Monthly Report

Lessee shall submit to the Lessor by the 10th day of the month following the date any sale occurs, a report recapping the cumulative Gross Sales activities for the previous month on the form in Exhibit "B" or in such other form as otherwise agreed to by the parties. Such reports shall be emailed to the Lessor at the following address: ocatactivity@okc.gov.

7.02 Administrative Fees

The parties acknowledge that the Lessor incurs additional administrative effort if Lessee's monthly Transaction Report is not complete and received by the due date

of each report. To compensate the Lessor for this administrative effort, Lessee agrees to pay the Lessor \$50 for each monthly report which is not complete, accurate, and received by its due date. Moreover, said amount shall be considered additional compensation and shall become due and payable to, and received by, Lessor on or before the last day of each month of the term hereof.

ARTICLE 8. BOOKS AND RECORDS RETENTION AND AUDIT RIGHTS

8.01 Books and Records

In order to ensure that the Lessor, by and through the Director, is able to adequately monitor the Lessee's performance under the terms of this Agreement, the Lessee will keep and maintain true and accurate records relating to the Concession Services provided herein in accordance with generally accepted accounting principles ("GAAP"). Books and Records shall be kept in the United States, and Lessee shall make the same readily available for examination and audit by the Director or designee during normal business hours during the Term of this Agreement within five (5) business days of written notice to produce such Books and Records. Books and Records shall be maintained throughout the Term of this Agreement and for a period of no less than three (3) years after the end of the Term of this Agreement. Books and Records, subject to audit and inspection, (in whatever form the information may be kept, whether written, electronic, or other form) shall be interpreted in the broadest sense. Nothing in this section shall alter any books or records requirements Lessee shall do in order to comply with the RT Amendment.

8.02 Records Maintenance

- A. The books and records shall include, without limitation, true copies of all federal, state, and local sales and use tax returns and reports, daily receipts from all sales (including those from mail, electronic or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records and records of any other transactions conducted in or from the Leased Premises. Pertinent original sales records shall also include an electronic system of record keeping and such other reasonable documentation which would normally be examined by an independent accountant pursuant to GAAP in performing an audit of Lessee's sales sufficient to provide determination and verification of Gross Receipts and the exclusions therefrom.
- B. Lessee must also provide an electronic system which will provide all significant information reasonably satisfactory to the Director which must include:
 - 1. Sales by product category, by type and location for all transactions;
 - 2. Sales transactions by time of day and day of week, if requested by the Director or Director designee; and
 - 3. Sales for all home addresses listed within the Catchment Area.
- C. All books and records shall be kept and maintained in accordance with this Article and the RT Amendment and any such conflict between this Article and the RT Amendment shall be resolved in compliance with the RT

Amendment.

8.03 Audit Rights

- A. Lessee shall permit during ordinary business hours during the term of this Agreement, and for three (3) years after the expiration or termination of this Agreement, the examination and audit by the officers, employees and representatives of Lessor of the sales Books and Records of Lessee (and where applicable, all individuals or other business entities who are party to this Agreement) to substantiate the accuracy of reported Gross Sales and Lessee's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, cash register, or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance agreements, records of refunds or voids, and joint venture or partnership agreements. Such right of examination shall include cooperation by Lessee personnel (including, but not limited to, cooperation in sending confirmations to Lessee's suppliers or others, assisting the Lessor in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Sales are deposited) as reasonably considered necessary by the Lessor's representatives to complete the audit. To such extent, Lessee expressly waives any claim of confidentiality which it may have in connection therewith.
- B. Lessee will respond promptly, but in any event, within five (5) business days to any request by Lessor for production of books and records. The parties shall work together in good faith to determine which books and records will satisfy Lessor's request, and Lessee shall use commercially reasonable efforts to produce such mutually agreed books and records within seven (7) calendar days.
- C. Lessor will be responsible for the cost of an audit pursuant to this Article with the exception of off-Airport audit expenses noted in 8.03 (B) above; provided however, Lessor may recoup the entire cost of the audit or inspection from the Lessee if 1) the audit discovers substantive findings related to fraud, misrepresentation, or non-performance of the Lessee, or 2) Lessee underreported Gross Sales or underpaid fees related to Gross Sales by three percent (3%) or more for the period audited.
- D. Pursuant to Article 6.02 Lessee shall be responsible for the payment of interest as a Delinquency Fee on any such underpayment of Concession Fees from the time the underpayment was due/owed to the Lessor.
- E. If Lessee underreported Gross Sales or underpaid fees by three percent (3%) or more for the period audited, then in addition to the payment of the audit cost and the underpayment, the Lessor shall be entitled to terminate this Agreement for cause pursuant to Article 20, regardless of whether the deficiency is paid.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Lessee's invoices and/or records shall be made within sixty (60) days from delivery of Lessor's audit or inspection findings to Lessee.

ARTICLE 9. INGRESS AND EGRESS

Upon paying rent hereunder and performing the covenants of this Agreement, the Lessee shall have the right of ingress to and egress from the Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway provided by Lessor, serving said Leased Premises jointly with other tenants of the Airport; and the Lessee shall not interfere with the rights and privileges of other persons or firms using said roadway.

ARTICLE 10. LEASED PREMISES MAINTENANCE AND REPAIR OBLIGATIONS

10.01 Lessor Maintenance and Repair Obligations

The Lessor agrees and covenants that it shall only be responsible for the reasonable diligence, maintenance, and repair of the structural components of the Terminal, HVAC servicing the Terminal, common public areas, Lessor equipment, and utilities (water, sewer, electricity, and natural gas) to the Leased Premises. Except, any such maintenance or repair responsibility by the Lessor shall not apply when the same are damaged by the Lessee or its employees or contractors (normal wear and tear excepted), in which case Lessee shall be responsible for the cost of repair.

Lessor and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Lessee's operations as is reasonably practical) to enter upon the Leased Premises to perform maintenance or make repairs.

10.02 Lessee Maintenance and Repair Obligations

During this Agreement, the Lessee shall maintain the Leased Premises in a safe, neat, and attractive condition and Concessionaire shall not permit the accumulation of any trash or debris on the Leased Premises or elsewhere on the Airport as a result of Lessee's operations. Lessee agrees that all repair and maintenance-type services listed hereunder shall be accomplished by qualified personnel, or where regulated by law, a properly licensed contractor. Director shall be the sole judge of the quality of the repair or maintenance. Unless otherwise identified as a Lessor responsibility in 10.01, the Lessee's maintenance and repair responsibilities, at Lessee's exclusive cost and expense, shall include, but not be limited to:

- A. Lessee shall repair, replace, or rebuild any damages it caused by the acts or omissions of Permittee, its officers, employees, or agents, excepting normal wear and tear. Any repairs made by Permittee shall be subject to inspection and approval by the Director;
- B. Janitorial services and supplies;

- C. Replacement and/or maintenance of all floor covering, all fixtures, and décor installed within the office space portion of the Leased Premises as needed;
- D. Interior maintenance, including painting, repairing, and replacement not resulting from structural failure;
- E. Maintenance, repair, or replacement of Personal Property as needed; and
- F. Disposal of any trash, rubbish, debris, or other waste materials on Airport property in proper waste receptacles. Lessee shall remove such trash, garbage, waste and refuse materials for the Lessee's operations on the Leased Premises to the appropriate drop-off locations designated by the Lessor. In this regard, Lessee shall keep the Leased Premises, at all times, free and clear of wastepaper, trash, rubbish, debris, discarded plastic, graffiti, discarded pallets, or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration to remain on any part of the Leased
- G. Maintaining electrical loads within the designed capacity of the system. Prior to any change desired by Permittee in the electrical loading which would exceed such capacity, written consent will be obtained from the Director, and such consent shall not be unreasonably withheld;
- H. Maintaining plumbing fixtures and drains;
- I. Maintenance of all hand fire extinguishers needed for the Leased Premises; and
- J. Providing pest control for the Leased Premises.

If Lessee is obligated but has failed to maintain or make repairs to the Leased Premises, after Lessor has given reasonable written notice of the required maintenance or repair, if the work prescribed in the notice is not completed by Lessee in a manner reasonably satisfactory to Lessor, or if Lessee fails to correct such work within the time specified by the Lessor in the written notice, the Lessor may, at the Lessor's sole option, and at Lessee's sole cost and expense, enter upon the Leased Premises and perform whatever work may, in the opinion of the Lessor, be required to correct the deficiencies. If the Lessor exercised this option, Lessee shall pay to the Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to twenty-eight (28%) of said direct cost for administration.

10.03 Condition of the Leased Premises

Lessee agrees that at the expiration, termination or cancellation of this Agreement the Leased Premises will be delivered in as good condition as when received, reasonable wear, tear and aging excepted. Reasonable wear, tear, and aging shall be determined by Director, on behalf of the Lessor.

10.04 Leased Premises not Maintained

If the Leased Premises are not maintained and kept in a safe, clean, attractive, and healthful condition, this Agreement may be terminated pursuant to Article 20 herein. In an effort to avoid termination and within the notice of termination period set forth in Article 20 the parties will meet to discuss and try to resolve any outstanding issues in lieu of termination of this Agreement.

10.05 Lessor Inspection

The Lessor and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practical) to enter upon the Leased Premises to inspect such Leased Premises at reasonable intervals during regular business hours (or any time in case of emergency), being accompanied by a representative of Lessee, to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement with respect to such Leased Premises

ARTICLE 11. ALTERATIONS TO LEASED PREMISES

11.01 Alterations by Lessee

The Lessee shall not make any alterations to the Leased Premises, or any other areas of the Airport, without prior written approval of the Director. Such approval will not be unreasonably withheld, conditioned, or delayed but may be contingent upon approval of plans and specifications for the proposed project as well as other conditions considered by Lessor to be necessary. Alterations include, but are not limited to, improvements, modifications, replacements, or additions to the Leased Premises, alterations involving partitions or structural changes to the building or Leased Premises, modifications, or additions to plumbing, electrical, or other utilities, roof penetrations, or any other construction. Lessee is required to obtain and pay for any and all inspection fee(s), permit(s), or license(s) that may be required before making any alterations.

Lessee shall be responsible for all approved alteration costs performed on the Leased Premises. In making such alterations, no waste shall be committed, or damage done to the property of the Airport. In the event that any alteration is made without such approval, the Lessor may terminate this Agreement in accordance with Article 20, or upon notice to do so, Lessee will remove the same, or, at the discretion of the Lessor, cause the same to be changed at no cost and to the satisfaction of the Lessor. If any alteration (excluding emergency repairs) was not approved by the Director and is an Airport interference, then the Director may require the immediate removal or modification to eliminate any Airport interference. Any damage caused by the removal or modification by Lessee shall be repaired by Lessee upon such removal or modification. In case of any failure on the part of the Lessee to comply with the notice of removal or modification, Lessor may, in addition to any other remedies available to it, effect the removal or modification and Lessee shall pay the cost thereof plus twenty-eight percent (28%) administrative charge to the Lessor upon demand.

11.02 Alterations by Licensed Tradesmen and Skilled Craftsmen

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

11.03 Preliminary Activities

Prior to commencement of any approved alterations to the Leased Premises during the Term of this Agreement, Lessee shall familiarize itself and comply with the Airport Tenant Design Guidelines, and all referenced documents and forms.

11.04 Improvements

In the event that Lessee makes alterations or improvements to the Leased Premises, the use thereof shall be enjoyed by Lessee during the remaining Term of this Agreement without the payment of additional fees thereof, but such alteration or improvements shall become the property of the Lessor upon the completion of the alteration or improvement (other than Personal Property and trade fixtures).

ARTICLE 12. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

12.01 Definitions

For the purpose of this article, the following definitions apply:

- A. "*Contamination*" shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- B. "*Hazardous Material(s)*" shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious

characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.

- C. “*Environmental Law(s)*” shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

12.02 Hazardous Material(s)

Lessee covenants not to permit or introduce any Hazardous Materials to be brought upon, kept, generated, or used in or about the Airport property by Lessee, its agents, employees, contractors or invitees without first obtaining Director's written consent which shall not be unreasonably withheld as long as Lessee demonstrates such Hazardous Materials are necessary to Lessee's operations hereunder, and such Hazardous Materials must be used, kept, generated in a manner complying with all applicable federal, state, and local environmental laws or ordinances pertaining to the transportation, storage, use, generation, or disposal of such Hazardous Materials. Lessee shall be responsible for obtaining any permits and shall only store Hazardous Materials temporarily with the approval of the Director while further disposition is pending.

12.03 Notification and Immediate Response

After notifying 9-1-1, Lessee agrees to notify the Airport Operations Center at 405-316-3300 immediately of any spill, leak, discharge, Contamination, release of Hazardous Materials, fuel, oil, petroleum products, or other fluids, claim of Contamination, loss, or damage. Lessee shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by Lessee's operations. In the event of a release of Hazardous Material in a reportable amount, Lessee must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

12.04 Remediation

After consultation and approval by the Director, Lessee shall clean up and remediate permanently any Contamination caused by or permitted by Lessee or its agents, employees, contractors or invitees in full compliance with all applicable statutes, regulations, and standards so that the Leased Premises is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a “No Further Action” determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Airport's property is reasonably demonstrated as having been returned to the condition existing prior to the

introduction of any such Hazardous Materials or Contamination, or as otherwise agreed to by the Director in his or her reasonable discretion; and

12.05 Indemnification

In addition to all other indemnities provided in this Agreement, Lessee agrees to defend, indemnify, and hold the Lessor and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the premises, the subsurface or the migration of any Hazardous Material from the Leased Premises to other properties or into the surrounding environment, caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Term; or (b) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Lessee's obligation to indemnify the Trust and City pursuant to this section shall not apply with respect to either: (a) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; or (b) any Hazardous Material (for which Lessee is not otherwise responsible) clearly demonstrated to be migrating onto the Leased Premises from some other location through no fault of Lessee.

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

ARTICLE 13. LESSOR'S RESERVED RIGHTS

13.01 Airport Development Reservation

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

13.02 War or National Emergency

During a time of war or national emergency declared by Congress, Lessor shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the

Government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.

13.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessor of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Lessor by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Lessee shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Lessor.

13.04 Right to Enter

Lessor, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Leased Premises for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement during normal business hours with advanced notice provided to the Lessee when reasonably possible.

ARTICLE 14. NONINTERFERENCE WITH OPERATION OF AIRPORT

Lessee covenants and agrees that it will not allow any condition on the Leased Premises, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Lessee use or permit the Leased Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Leased Premises, the Lessor may terminate the Agreement. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Lessor, by and through the Director may immediately abate or correct the condition at Lessee's expense without any prior notice as described in Article 13.

ARTICLE 15. PERSONS AND PROPERTY ON LEASED PREMISES AT RISK OF LESSEE

All persons and property of every kind which may be on said Leased Premises during the term hereof shall be at the sole risk of the Lessee or those claiming under it and the Lessor shall not be liable to the Lessee, or any person whatsoever, for any injury, loss, or damage to any persons or property in or upon said Leased Premises, or upon the sidewalks and alleyways or other contiguous areas thereto. The Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss, or damage above described and to defend and to save the Lessor and the City harmless

therefrom. Lessor shall not be liable for acts of injury or damage that may arise to persons or property on said Leased Premises or Facility, or that may occur during the Lessee's tenancy or occupancy.

ARTICLE 16. TAXES

16.01 Payment of Taxes

To the extent any taxes are assessed pursuant to applicable law or any assessment is not subject to the Lessor's exempt status, Lessee agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed for taxes arising during the term of this Agreement: (a) upon the Leased Premises; (b) upon property owned or possessed by Lessee and situated on the Leased Premises; or (c) upon Lessee's interest in or use of the Leased Premises. Lessee shall defend, indemnify, and save Lessor and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

16.02 Depreciation and Investment Credit

Neither Lessee nor any successor of Lessee under this Agreement may claim depreciation or an investment credit under the Internal Revenue Code of 1986, as amended ("Code"), with respect to Lessor-owned improvements in the Leased Premises, the terminal building, or other leased facilities. Lessee represents as an irrevocable election under Section 142(b)(1)(B) of the IRS Code that it will not claim depreciation or an investment credit with respect to such Lessor-owned improvements in the Premises, the terminal building, or other leased facilities. The Lessor acknowledges this representation and election as part of its books and records.

ARTICLE 17. MISCELLANEOUS COVENANTS

17.01 Rules and Regulation Compliance

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

17.02 Noise or Sound Shock Waves

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

17.03 Wireless Communications

Nothing herein shall be construed to grant Lessee the right to install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless telephone, communications, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio

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

Lessee agrees not to install or permit the installation of any equivalent system on Airport property, which interferes with communication or security systems, without first obtaining written approval of the Director, such approval being at the sole discretion of the Director Should Lessee be permitted to use such equipment or systems, or other similar related equipment or systems, such use is pursuant to the following:

A. Restricted to Leased Premises

Lessee's wireless communication system and/or related Communications Equipment, as defined below, shall be installed, and operated within the Leased Premises only, and at no other location on or about the Airport.

B. No Use by Third Parties

Lessee shall not solicit, suffer, or permit other lessees, tenants, occupants, visitors, or passengers of the Airport to use the Lessee's network or any other communications service, including, without limitation, any wired or wireless internet service that passes through, is transmitted through, or emanates from the Leased Premises.

C. Interference

Lessee agrees that Lessee's network and any other Communications Equipment and the Communications Equipment of Lessee's service providers and contractors located on the Leased Premises or installed on the Airport to service the Leased Premises including, without limitation, any antennas, switches, or other equipment (collectively, "Communications Equipment") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Lessor, other Lessees, tenants, occupants, visitors, passengers, or any other party. In the event that Lessee's Communications Equipment causes or is believed to cause any such interference, upon receipt of notice from Lessor of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within twenty-four (24) hours (or a shorter period if Lessor believes a shorter period to be appropriate) then, upon request from Lessor, Lessee shall shut down the Lessee's Communications Equipment pending resolution of the interference, with the exception of intermittent testing upon prior notice to and with the approval of Lessor.

D. Non-Exclusivity

Lessee acknowledges that the Lessor has granted and/or may grant lease rights, licenses, and other rights to various other tenants and occupants of the Airport and to telecommunications service providers for the installation of a Wi-Fi network and related equipment at the Airport.

ARTICLE 18. STANDARDS FOR COMMERCIAL LEASING

Commercial Standards shall be defined as "Commercial Leasing Standards" dated May 26, 2010, and as the same may be amended and revised from time to time. Said Commercial Standards are incorporated herein and made a part hereof by reference. To the extent the Commercial Leasing Standards and this Agreement conflict, this Agreement shall control.

ARTICLE 19. INDEMNITY AND INSURANCE

19.01 Indemnity

Except as otherwise provided in Article 12, Lessee hereby agrees to release, to defend, to indemnify, and to save harmless the Lessor and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Lessee's operations or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Lessee's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, invitees, contractors, subcontractors, and agents. Provided, however, Lessee shall not be liable or be required to release Lessor for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Lessor, the City, or their officers, trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

19.02 Liability Insurance

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

A. Workers' Compensation and Employer's Liability Insurance

Lessee shall maintain during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in amounts as prescribed by laws of the State of Oklahoma.

B. Commercial General Liability Insurance

Lessee shall carry a policy of Commercial General Liability Insurance, which must include coverage for contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Agreement, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Agreement in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence.

19.03 Contents

The Lessor's property insurance does not insure Lessee's contents, property, furniture, fixtures, equipment, materials, displays, or other property in any building, structure or the Facilities owned by Lessor even if a property loss is the result of a loss covered by Lessor's property insurance. Lessee is encouraged to insure any of its property, contents, furniture, fixtures, improvements, displays, or equipment located on the Leased Premises.

19.04 Certificates of Insurance

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

B. Form of Certificate

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

C. Additional Insured

The Certificates of Insurance shall name Lessee as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured on any general liability insurance policy, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Lessor shall be considered subordinate, if applicable at all, to the primary coverage of the Lessee excluding claims arising from the Lessor's sole negligence. Copies of additional insured or notice provision endorsements shall be submitted to the Lessor along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Lessor as an additional insured shall be made available for review by the Lessor or the City at the Lessor's principal place of business on a timely basis when requested.

D. Notice of Change in Policy

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

E. Signatory

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

F. Contractual Liability

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

ARTICLE 20. TERMINATION

Either party, at its option, may terminate this Agreement for any reason whatsoever by giving sixty (60) days written notice to the other party at the addresses listed in Article 32.

ARTICLE 21. WAIVER OF STATUTORY NOTICE

In the event Lessor exercises its option to terminate this Agreement for any reason, any notice of termination given by Lessor to Lessee as provided in this Agreement shall be sufficient to cancel and terminate this Agreement. To the extent any such notice of termination is required pursuant to 41 O.S § 51 *et seq.*, Lessee hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessor under any provisions of the laws of the State of Oklahoma. Upon such termination, Lessee hereby agrees that it will forthwith surrender up possession of the demised premises to the Trustees of the Oklahoma City Airport Trust in accordance with Section 32.14 hereto.

ARTICLE 22. REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all personal property, including furniture, fixtures, and equipment, that is owned and not affixed to the Leased Premises, or personal property that is affixed to the Leased Premises but which can be removed without causing any damage to the Leased Premises, shall be removed by the Lessee by the termination or expiration of this Agreement provided the Lessee is not in default in performance of the covenants of this Agreement. Any damage resulting from the removal of personal property shall be repaired by Lessee by the termination or expiration date of this Agreement. Should the Lessee fail to remove said personal property by the time stated herein, title to all such personal property shall vest in the Lessor and Lessor may cause the removal of all or any portion of such property at the sole risk and expense of the Lessee.

ARTICLE 23. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP

If any individual or group of individuals, or any other entity presently owns or possesses a majority interest, equity position, voting control, or ownership in Lessee, then a transfer of a majority interest, equity position, voting control, or ownership of Lessee, including by sale, merger, consolidation, or other reorganization (collectively referred to as a "Change in Control"), shall be deemed to be an assignment of this Agreement that requires the express written consent of the Lessor, as provided in Article 24. As used in this Agreement, a "Change in Control" means a change in the ownership of more than 50% of the outstanding voting equity interests of Lessee or a change in the possession of the power to direct or cause the direction of the management and policies of Lessee, whether through the ownership of voting equity, by statute, or according to the provisions of a contract. If a Change in Control occurs without the prior written approval of Lessor, then the Lessor may terminate this Agreement under the provisions of Article 24 hereof. If Lessee is a "reporting company" as defined in the Corporate Transparency Act or other similar public disclosure reporting requirements and there is a Change in Control of

Lessee, such change shall be reported to Lessor in conjunction with any reporting required by the Corporate Transparency Act or other similar public disclosure reporting requirements. If Lessee does not make such disclosure to Lessor, Lessor may terminate the Agreement under the provisions of Article 20 hereof. Any person or entity with a majority interest, voting control, or ownership of Lessee, regardless of the form of the entity, shall have sufficient financial resources and operational experience to conduct the operation and activities permitted on the Leased Premises under this Agreement. As required by Article 24, at least ninety (90) days prior to any Change in Control, Lessee shall submit written documentation to Lessor showing good and sufficient financial worth and adequate experience in the operation of the Facilities on the part of the contemplated transferee, and evidencing the intent of such contemplated transferee to expressly assume in writing, and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Agreement, the sufficiency of which shall be in the sole discretion of the Director.

ARTICLE 24. ASSIGNMENT AND SUBLETTING

Subleasing all or any portion of the Leased Premises is not allowed. Lessee may not subcontract or partner with another entity to provide the Concession Services defined herein. As assignment shall only be for the purposes described in Article 23, and then only with the prior written consent of the Trust. The assignee must meet all of the TSA requirements to operate an RT Program and the terms and conditions set forth in this Agreement.

ARTICLE 25. 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 26. CIVIL RIGHTS TITLE VI ASSURANCE

26.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

A. Compliance with Regulations

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

B. Nondiscrimination

The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the solicitation, selection and retention of sublessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the *Nondiscrimination Acts and Authorities*, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

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

D. Information and Reports

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

E. Noncompliance

In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will pose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

F. Incorporation of Provisions: The Lessee will include the provisions of [Section 26.01, subsections] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,

that if the Lessee become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

26.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessee, for itself, its assignee, and successor in interest agrees to comply with the following nondiscrimination statutes and authorities, as may be amended by the Federal Aviation Administration, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**ARTICLE 27. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

27.01 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 running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the 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.

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

ARTICLE 28. EMPLOYEE BADGING AND BACKGROUND CHECKS

28.01 Requirements

Lessee shall be responsible for requesting the issuance of Airport security badges to all officers, invitees, employees, suppliers, contractors, and agents who will be employed in the terminal building or will need access to secured areas at the Airport. Lessee's officers, invitees, employees, suppliers, contractors, and agents must abide by all applicable security regulations of the Department of Airports

(DOA), Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). Any of Lessee's officers, invitees, employees, suppliers, contractors, and agents who require unescorted access to any secured areas of the Airport where access is controlled must make application for, and wear, the properly designated Airport security badge. Those employees or contractors seeking access to secured areas must submit a set of fingerprints for a Criminal History Records Check (CHRC) conducted by the Federal Bureau of Investigation (FBI) as required by TSA Regulation Part 1542. In addition, the applicant must submit biographical information for a Security Threat Assessment (STA) conducted by the TSA. At the time the application is made, Lessee shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$20.00 per person. Upon a satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued.

28.02 Lost, Stolen Badges, or Termination of Equipment

Lessee shall or cause its officers, invitees, employees, suppliers, contractors, and agents to: (a) immediately report lost or stolen security badges; (b) immediately return security badges of all personnel transferred, or terminated, from Airport assignment; (c) immediately return all security badges of personnel terminated from the Lessee's employ; (d) immediately return all security badges upon termination or cancellation of this Agreement; and (e) immediately report to the Director or his designated representative the names of all persons from whom Lessee is unable to obtain the return of security badges.

28.03 Renewal of Badges

Upon expiration of any badge, Lessee shall ensure that all officers, invitees, employees, suppliers, contractors, and agents timely renew their badge and pay the then applicable badge renewal fee which is currently \$15.00 per person.

ARTICLE 29. CIVIL PENALTIES

29.01 Assessment

Lessee shall be responsible for any civil penalties which may be assessed upon it, or the Lessor, or the City, for violations occurring at the Airport by Lessee, its officers, invitees, employees, suppliers, contractors, and/or agents. Should a civil penalty assessment be made to Lessee, the Lessor, or the City as a result of the actions of Lessee, its officers, invitees, employees, suppliers, contractors, and/or agents, the Lessor shall also charge and bill Lessee a processing fee of two hundred fifty dollars (\$250.00) plus the amount of any civil penalty. Lessee shall pay Lessor such amount immediately upon receipt of such invoice.

29.02 Indemnification

In this regard, Lessee will indemnify, defend, and hold the Oklahoma City Airport Trust and the City of Oklahoma City harmless from and against any claims, suits, causes of action, costs, and fees, including attorney's fees, arising from or connected with any such civil penalty assessment, or claim of such civil penalty assessment. This provision shall survive the termination of this Agreement.

ARTICLE 30. AIRPORT SECURITY PROGRAM

Lessor has implemented an Airport Security Program in a form acceptable to the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA") pursuant to title 49 Code of Federal Regulations. Lessor reserved the right to modify the Program from time to time as it deems necessary to accomplish its purposes. Lessee shall at all times comply with the Program and indemnify and hold harmless Lessor from any violations or the Program committed by Lessee, its employees, agents, invitees, or contractors. Lessor agrees to notify Lessee of any amendments to the Program that impact Lessee and, to the extent possible, consult with Lessee prior to making such amendment. Lessee specifically agrees to comply with the RT Amendment to the ASP, which includes the Lessee's Security Responsibility Document. The Lessor hereby authorizes the Director to execute the Lessee's Security Response Document on behalf of the Lessor.

ARTICLE 31. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

31.01 ACDBE Participation

The Lessor, as a recipient of federal financial assistance, is required to develop a program aimed at strengthening the participation of Airport Concessions Disadvantaged Business Enterprises ("ACDBE") in the Airport's programs, projects, and facilities.

"This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Lessee or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or agreement, or other agreement covered by 49 CFR Part 23."

The Lessee agrees to include the above statements in any subsequent concession agreement, subcontract, or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements."

31.02 ACDBE Goal

The Trust has an annual non-rental car overall goal for ACDBE participation in Airport concession agreements of 5.93% of which 5.88% is through race-conscious and 0.05% is through race-neutral means at the Airport. However, this Agreement does not have a concession specific ACDBE goal. Even though there is not a concession specific goal associated with this Agreement, if Lessee is unable to qualify directly as an ACDBE then Lessee shall utilize best efforts throughout the term of this Agreement to reasonably utilize the services of or to purchases goods and supplies from an ACDBE and/or to identify and to encourage ACDBE qualified subcontractors or suppliers to become ACDBE certified. In order to be considered as an ACDBE, the Lessee or its contractor/subcontractor must be certified as such by the State of Oklahoma Department of Transportation (ODOT) under its Uniform Certification Program. Contact information for such

certification may be obtained by contacting the ODOT website at <http://www.okladot.state.ok.us/> or by phone (405) 522-3379. Current ACDBE's may also be found on the ODOT website.

31.03 Reporting Requirements

Lessee's ACDBE concession specific goal is based on a percentage of Concessionaire's Gross Sales that Concessionaire in turn buys goods and services from ACDBEs to support the Lessee's Concession Services at the Airport. Lessee shall report the goods and services of an ACDBE along with the Lessee's Gross Sales monthly in writing to the Director or his designated representative for this concession.

Lessee may be required to submit the following information:

- A. Documentation that the ACDBE participant(s) are properly certified with ODOT.
- B. The names and addresses of ACDBE companies and/or suppliers that will participate in the concession.
- C. A copy of any agreement(s) with ACDBE participant(s).
- D. A description of the type of business or businesses that ACDBE participant will operate or goods or services to be provided to Lessee by the ACDBE participant.
- E. The dollars paid to an ACDBE for Goods and Services provided by each ACDBE firm participating in this Agreement.
- F. Information on the estimated investment required on the part of the ACDBE, if the participation is a Joint Venture or Direct Ownership agreement and any unusual management or financial arrangements between the Lessee and ACDBE.
- G. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal.
- H. Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment.
- I. If the contract goal stated above is not met for each year of the Agreement, or if there is no stated concession specific goal, evidence of good faith efforts.

31.04 Monitoring and Good Faith Efforts – Specific Goal

The Lessee shall make good faith efforts, as required in Part 23 and defined in 49 CFR Part 26, Appendix A, to meet the concession specific goal for ACDBE participation in the performance of this concession. The Lessor reserves the right to implement monitoring and enforcement mechanisms to ensure Lessee's compliance with 49 CFR Part 23. Lessee must make reasonable efforts to provide any requested documents to assist the Lessor in its enforcement and monitoring efforts. At any time that a Lessee fails to reach its contractually required goal, said Lessee will be required to substantiate its good faith efforts to return to compliance. These reports will be required on a quarterly basis until compliance is achieved or until it is determined that the Lessee's efforts are insufficient.

31.05 Good Faith Efforts When Terminating or Substituting and ACDBE

Lessee shall make good faith efforts to replace or to substitute an ACDBE sub-concessionaire that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE to the extent needed to meet any concession specific goal. Lessee must give five (5) days prior written notice to the ACDBE sub-concession and to Lessor of its intent to request to terminate and/or substitute and the reason for the request before such termination and/or substitution is effective. The Lessee must give the ACDBE sub-concessionaire at least five (5) days to respond to the Lessee's notice if the ACDBE objects with the termination or substitution. Such response by the ACDBE shall be provided to the Lessee and the Lessor, by and through the Director. The Lessor, by and through the Director, shall then have five (5) days to approve or to deny the Lessee's action. If required in a particular case as a matter of public necessity (e.g., safety), the Lessor may provide a response period shorter than five (5) days. No termination or substitution of an ACDBE shall be effective until approved by the Lessor, by and through the Director.

Lessee's good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its work on a concession with another certified ACDBE shall include reasonable efforts in a timely manner to find another ACDBE to perform at least the same amount of work under the agreement as the ACDBE that was terminated, to the extent needed to meet the agreement goal that the Lessor established for the procurement. The good faith efforts shall be documented by the Lessee. If the Lessor requests documentation from the Lessee under this provision, the Lessee shall submit the documentation to the Lessor within seven (7) days, which may be extended for an additional seven (7) days if necessary. at the request of the Lessee, and the Lessor shall provide a written determination to the Lessee stating whether good faith efforts have been demonstrated.

ARTICLE 32. GENERAL CONDITIONS

32.01 Notice

Notices or other communications to Lessor or Lessee pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand delivered, addressed to:

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
Email: wrwabusinessproperties@okc.gov

For the Lessee: Alclear, LLC,
Attn: General Counsel
65 East 55th Street, 17th Floor
New York, NY 10022
Email: legal@clearme.com

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Section 32.01.

Bills and statements to Lessee shall be sufficient and deemed received on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or if hand delivered.

32.02 Non-Waiver

The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

32.03 Binding Effect

This Agreement shall be binding upon the parties on the date of its execution by Lessee and Lessor subject to subsequent approval by the City of Oklahoma City, which Lessor agrees to request and use due diligence in obtaining and shall inure to the benefit of and be binding upon Lessor, Lessee, and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions and conditions of this Agreement.

32.04 Severability

In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.

32.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Lessor and the Lessee concerning the Agreement at the Airport and all agreements of Lessor and of Lessee with each other, and neither Lessor nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Lessor and Lessee.

32.06 Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of

which shall be an original and all of which shall constitute but one and the same instrument.

32.07 Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

32.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

32.09 Construction and Enforcement

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment

32.10 Venue

The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.

32.11 Construction of Agreement

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

32.12 Recitals Contractual in Nature

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

32.13 Holding Over

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

apply to said month-to-month tenancy. A holdover agreed to by the parties shall be at the terms set forth herein unless otherwise agreed upon by the parties at the time of holdover.

32.14 Surrender of the Leased Premises

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to Lessor in as good condition as existed at the effective date of this Agreement, ordinary wear, tear and obsolescence only excepted.


ATTEST:

Arica Gately, Senior Director

Name/Title

ALCLEAR, LLC, DBA CLEAR®

BY: _____


Kenneth Cornick
Co-Founder, President, Chief Financial Officer

Name/Title

November 10, 2022


Date

APPROVAL RECOMMENDED

Jeff Mulder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 17th day of November, 2022.

OKLAHOMA CITY AIRPORT TRUST

ATTEST:
Amy K Simpson Trust Secretary
 Jerry Salmon Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 22nd day of November, 2022.

THE CITY OF OKLAHOMA CITY

ATTEST:
Amy K Simpson City Clerk
 David Holt Mayor

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – LEASED PREMISES DESCRIPTION

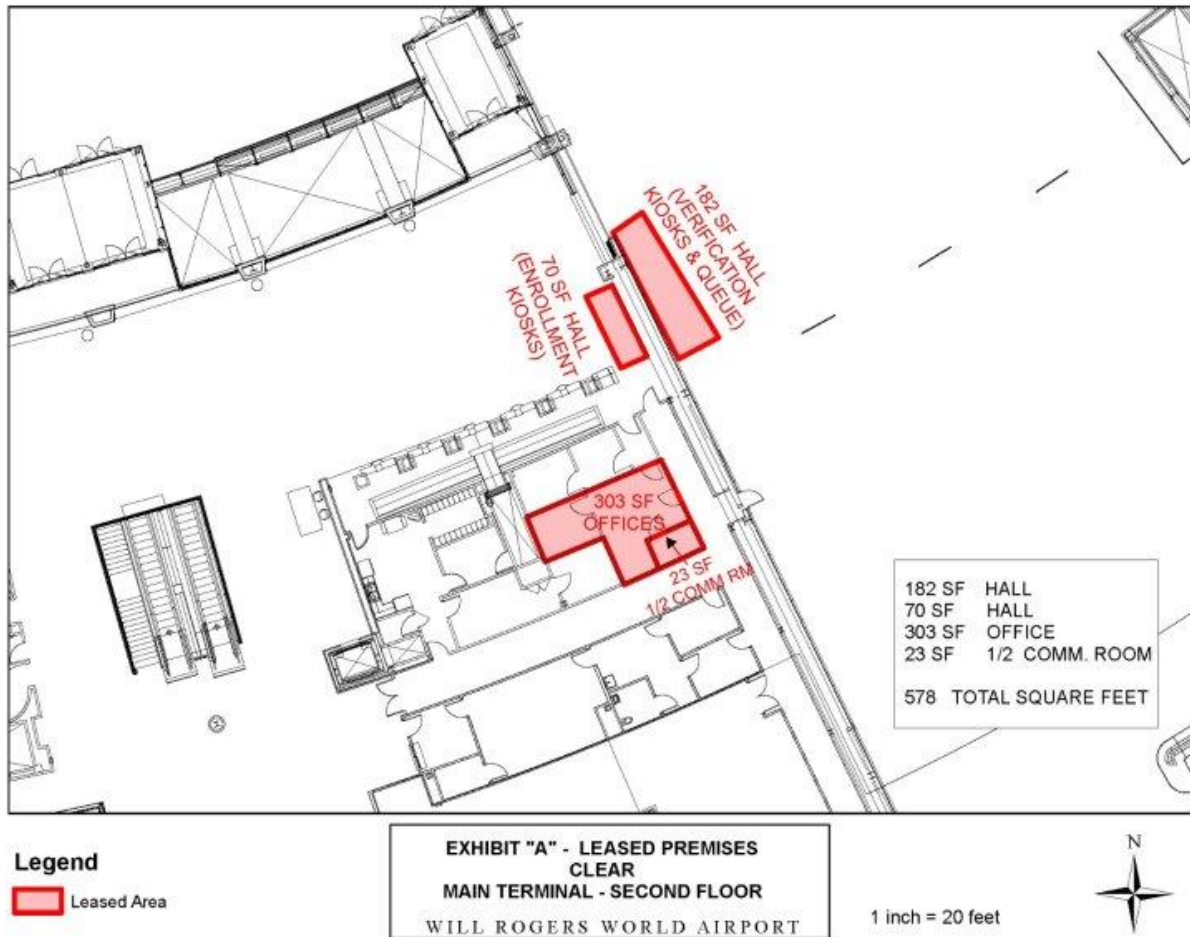


EXHIBIT B – MONTHLY REPORT

Month: _____
Year: _____

[illegible]

EXHIBIT C – FORM OF CERTIFICATE OF INSURANCE

		OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE		PROJECT OR CONTRACT NUMBER _____													
ISSUE DATE: _____		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.															
PRODUCER ADDRESS INSURED ADDRESS 		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> </tr> <tr><td style="width: 50%;">COMPANY A</td><td style="width: 50%;">LETTER</td></tr> <tr><td>COMPANY B</td><td>LETTER</td></tr> <tr><td>COMPANY C</td><td>LETTER</td></tr> <tr><td>COMPANY D</td><td>LETTER</td></tr> <tr><td>COMPANY E</td><td>LETTER</td></tr> </table>				COMPANIES AFFORDING COVERAGE		COMPANY A	LETTER	COMPANY B	LETTER	COMPANY C	LETTER	COMPANY D	LETTER	COMPANY E	LETTER
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COMPANY C	LETTER																
COMPANY D	LETTER																
COMPANY E	LETTER																
COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.																	
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS													
GENERAL LIABILITY _____ OCCURRENCE _____ CLAIMS MADE AND TAIL COVERAGE _____ CONTRACTUAL LIABILITY _____ Ded/SIR \$ _____				GENERAL AGGREGATE BODILY INJURY (Per Person) PROPERTY DAMAGE (Per Accident) EACH OCCURRENCE MEDICAL EXPENSES (Any One (1) Person) COMBINED SINGLE LIMIT													
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE													
WORKER'S COMPENSATION AND EMPLOYER LIABILITY <small>Standard Compliance for the State of Oklahoma</small>				EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE													
VALUABLE PAPERS INSURANCE <small>(If required by Contract)</small>																	
EXCESS LIABILITY <small>(If required by Contract)</small>				EACH OCCURRENCE AGGREGATE													
OTHER <small>(If required by Contract)</small>																	
DESCRIPTION OF OPERATION(S)/VEHICLES/SPECIAL ITEMS THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED: _____																	
CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937		CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE _____ TELEPHONE NUMBER (_____) _____															

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2022

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: SharedSupport.Certs@marsh.com CN133649275-STND-GAWUY-22-	CONTACT NAME:		
	PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:		
INSURED A/Clear, LLC 65 East 58th Street, 17th Floor New York, NY 10022	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Insurance Company		35289
	INSURER B: N/A		N/A
	INSURER C: Technology Insurance Company, Inc.		42376
	INSURER D: N/A		N/A
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: LOS-002646727-02 REVISION NUMBER: 10

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6079707377	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4171071	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Oklahoma City Airport Trust, Oklahoma City Airport Trust, and The City of Oklahoma City are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER The Oklahoma City Airport Trust Will Rogers World Airport 7100 Terminal Drive Unit 937 Oklahoma City, OK 73159-0937	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. AUTHORIZED REPRESENTATIVE Marsh Risk & Insurance Services
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