

SUPPLEMENT NO. 7
TO THE LEASE AND OPERATIONS AGREEMENT

This Amendment No. 7 to the Lease and Operations Agreement (“Supplement No. 7”), is made and entered into by and between the Oklahoma City Airport Trust (“Lessor”), and AAR Aircraft Services, Inc., d/b/a AAR Aircraft Services – Oklahoma, (“Lessee”),

W I T N E S S E T H :

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

WHEREAS, the Lessor and Lessee entered into a Lease and Operations Agreement, as subsequently amended by Supplements Nos. 1 through 6 (“Original Agreement”), to lease certain hangars and buildings from the Lessor, including Hangar 1 B, in order to operate as a Fixed Base Operator on the Airport and as a Maintenance Repair and Overhaul (“MRO”) operation mainly for large passenger aircraft at the Airport; and

WHEREAS, Lessee desires to retrofit the Lessor’s Hangar 1 B with a tail slot extension on the roofline in order to accommodate repairs to larger aircraft inside the hangar for Lessee’s MRO services; and

WHEREAS, the estimate cost for the tail slot extension is \$1.9 million and the Lessee has requested that 5 years be added to the term of the initial lease period in exchange for Lessee’s construction project so that the Lessee may have additional time to amortize the expense; and

WHEREAS, the construction of the tail slot extension shall be subject to this Supplement No. 7; and

WHEREAS, the parties have agreed to modify certain other terms in this lease and to approve this amendment.

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

1. This Supplement No. 7 is effective September 1, 2023 (“Effective Date”).
2. The parties agree that **ARTICLE 3 – TERM** of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“ARTICLE 3 - TERM

The term of this Agreement shall commence April 1, 2010, and remain in effect through April 30, 2035 (“Initial Term”) unless otherwise cancelled as hereinafter set forth. LESSEE shall have the option, at LESSEE’S sole discretion, to renew this Agreement (a “Renewal Option”) for up to two (2) successive five-year terms, in accordance with terms and provisions mutually agreeable to both parties. Provided, however, the parties hereto

agree that all rentals, rates, and charges under the Renewal Options shall be as provided herein with the exception of the GA Terminal which will be valued in accordance with the then applicable Minimum Aeronautical Standards as identified in Article 25. Prior to April 30, 2030, LESSOR will, at LESSOR's sole cost, arrange for a professional appraisal ("subsequent appraisal") of the GA Terminal, to be used in the determination of said rentals in accordance with said Minimum Standards. Therefore, LESSEE shall submit to LESSOR no later than one hundred eighty (180) days prior to the expiration of the Agreement or any Option Period written confirmation of its intent to exercise the Renewal Option. Provided, however, the terms of said renewal agreement during each Renewal Option must be mutually agreed upon by the parties within thirty (30) days from expiration of the Initial Term or this Agreement shall terminate automatically without notice, and LESSEE'S rights and interest in the use and occupancy of the leased premises and facilities shall be null and void."

3. The parties agree that **ARTICLE 4 – RENTALS/FEES** of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“ARTICLE 4 – RENTALS/FEES

A. **Ground Rent**

LESSEE shall pay monthly to the LESSOR an annual ground rent for the total square footage of land in the leased premises (approximately 1,786,534.89 square feet) as follows:

<u>BEGIN</u>	<u>END DATE</u>	<u>SQUARE FEET</u>	<u>RATE</u>	<u>ANNUAL</u>	<u>MONTHS</u>	<u>MONTHLY</u>
01/01/2020	12/31/2021	1,786,534.89	0.115	205,451.51	24	17,120.96
01/01/2022	12/31/2022	1,786,534.89	0.12	214,384.19	12	17,865.35
01/01/2023	04/30/2023	1,786,534.89	0.12	214,384.19	4	17,865.35
05/01/2023	12/31/2023	1,786,534.89	0.15	267,980.23	8	22,331.69
01/01/2024	12/31/2025	1,786,534.89	0.15	267,980.23	24	22,331.69
01/01/2026	12/31/2028	1,786,534.89	0.16	285,845.58	36	23,820.47
01/01/2029	12/31/2029	1,786,534.89	0.17	303,710.93	12	25,309.24
01/01/2030	12/31/2032	1,786,534.89	0.22	393,037.68	36	32,753.14
01/01/2033	12/31/2034	1,786,534.89	0.23	410,903.02	24	34,241.92
01/01/2035	04/30/2035	1,786,534.89	0.23	410,903.02	4	34,241.92

- During any exercised Renewal Option, the ground rent shall increase \$0.01 every 3 years with the first increase occurring January 1, 2036.

Option Period 1:

<u>BEGIN</u>	<u>END DATE</u>	<u>SQUARE FEET</u>	<u>RATE</u>	<u>ANNUAL</u>	<u>MONTHS</u>	<u>MONTHLY</u>
05/01/2035	12/31/2035	1,786,534.89	0.23	410,903.04	8	34,241.92
01/01/2036	12/31/2036	1,786,534.89	0.24	428,768.40	12	35,730.70
01/01/2037	12/31/2037	1,786,534.89	0.24	428,768.40	12	35,730.70
01/01/2038	12/31/2038	1,786,534.89	0.24	428,768.40	12	35,730.70
01/01/2039	12/31/2039	1,786,534.89	0.25	446,633.76	12	37,219.48
01/01/2040	04/30/2040	1,786,534.89	0.25	446,633.76	4	37,219.48

Option Period 2:

<u>BEGIN</u>	<u>END DATE</u>	<u>SQUARE FEET</u>	<u>RATE</u>	<u>ANNUAL</u>	<u>MONTHS</u>	<u>MONTHLY</u>
05/01/2040	12/31/2040	1,786,534.89	0.25	446,633.76	8	37,219.48
01/01/2041	12/31/2041	1,786,534.89	0.25	446,633.76	12	37,219.48
01/01/2042	12/31/2042	1,786,534.89	0.26	464,499.12	12	38,708.26
01/01/2043	12/31/2043	1,786,534.89	0.26	464,499.12	12	38,708.26
01/01/2044	12/31/2044	1,786,534.89	0.26	464,499.12	12	38,708.26
01/01/2045	04/30/2045	1,786,534.89	0.27	482,364.48	4	40,197.04

B. Building Rental

1. Hangars 1, 1B, 1C, 2, 3, 3A, 3B. For the use and occupancy of Hangars 1, 1B, 1C, 2, 3, 3A, and 3B hereunder during the term of this Agreement, LESSEE shall pay LESSOR annual Building Rental at the rate of \$425,478, payable monthly at \$35,456.50 for the first year commencing January 1, 2018. Thereafter, commencing January 1, 2019 and through the end of the Initial Term and any Renewal Option, the annual Building Rental for said Hangars will increase by two percent (2%) per year, based upon the previous year's rental amount. Lessee shall also receive a credit to its Building Rent in the amount of \$10,000 per month from January 1, 2025 through December 31, 2034 in exchange for Lessee completing construction on an aircraft tail slot on the roof of Hangar 1B.

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>CONSTRUCTION CREDIT</u>	<u>MONTHLY</u>
01/01/2018	12/31/2018	425,478.00		35,456.50
01/01/2019	12/31/2019	433,987.56		36,165.63
01/01/2020	12/31/2020	442,667.28		36,888.94
01/01/2021	12/31/2021	451,520.64		37,626.72
01/01/2022	12/31/2022	460,551.12		38,379.26
01/01/2023	12/31/2023	469,762.08		39,146.84
01/01/2024	12/31/2024	479,157.36		39,929.78
01/01/2025	12/31/2025	488,740.44	(120,000.00)	30,728.37
01/01/2026	12/31/2026	498,515.28	(120,000.00)	31,542.94
01/01/2027	12/31/2027	508,485.60	(120,000.00)	32,373.80
01/01/2028	12/31/2028	518,655.36	(120,000.00)	33,221.28
01/01/2029	12/31/2029	529,028.40	(120,000.00)	34,085.70
01/01/2030	12/31/2030	539,609.04	(120,000.00)	34,967.42
01/01/2031	12/31/2031	550,401.12	(120,000.00)	35,866.76
01/01/2032	12/31/2032	561,409.20	(120,000.00)	36,784.10
01/01/2033	12/31/2033	572,637.36	(120,000.00)	37,719.78
01/01/2034	12/31/2034	584,090.16	(120,000.00)	38,674.18
01/01/2035	04/30/2035	595,771.92		49,647.66

Option Period 1:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2035	12/31/2035	595,771.92	49,647.66
01/01/2036	12/31/2036	607,687.32	50,640.61
01/01/2037	12/31/2037	619,841.16	51,653.43
01/01/2038	12/31/2038	632,237.88	52,686.49
01/01/2039	12/31/2039	644,882.64	53,740.22
01/01/2040	04/30/2040	657,780.36	54,815.03

Option Period 2:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2040	12/31/2040	657,780.36	54,815.03
01/01/2041	12/31/2041	670,935.96	55,911.33
01/01/2042	12/31/2042	684,354.72	57,029.56
01/01/2043	12/31/2043	698,041.80	58,170.15
01/01/2044	12/31/2044	712,002.60	59,333.55
01/01/2045	04/30/2045	726,242.64	60,520.22

2. GA Terminal. With exception of the initial amount of \$810,000 to be paid to LESSOR by LESSEE as set forth in Article 8, LESSEE shall have no obligation to pay any building rental for the GA TERMINAL through April 30, 2030. Commencing on May 1, 2030, LESSEE shall commence paying Building Rent on the GA Terminal in accordance with the Minimum Standards in effect on that date.
3. Additional Building Rental. Commencing May 1, 2023 through April 30, 2030, LESSEE shall pay Additional Building Rental of \$190,000 annually.

Additional Building Rental is in consideration of improvements to leased premises. The Additional Building Rental shall terminate on April 30, 2030.

C. **Building Maintenance Rental**

1. Hangars 1, 1B, 1C, 2, 3, 3B and Weather Service Building. In order to compensate LESSOR for a portion of structural and exterior maintenance obligations on Hangars 1, 1B, 1C, 2, 3, 3B and the Weather Service Building, LESSEE shall pay LESSOR monthly an annual building maintenance rental at the rate of \$139,263, payable monthly at \$11,605.25 for the first year.

Thereafter, commencing January 1, 2019 and through the end of the Initial Term and any Renewal Option, said annual building maintenance rental shall be increased annually by two percent (2%) per year, based upon the previous calendar year's rental with the adjusted rental commencing on the first (1st) day of January of the calendar year.

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
01/01/2018	12/31/2018	139,263.00	11,605.25
01/01/2019	12/31/2019	142,048.32	11,837.36
01/01/2020	12/31/2020	144,889.20	12,074.10
01/01/2021	12/31/2021	147,786.96	12,315.58
01/01/2022	12/31/2022	150,742.80	12,561.90
01/01/2023	12/31/2023	153,757.56	12,813.13
01/01/2024	12/31/2024	156,832.80	13,069.40
01/01/2025	12/31/2025	159,969.36	13,330.78
01/01/2026	12/31/2026	163,168.80	13,597.40
01/01/2027	12/31/2027	166,432.20	13,869.35
01/01/2028	12/31/2028	169,760.76	14,146.73
01/01/2029	12/31/2029	173,156.04	14,429.67
01/01/2030	12/31/2030	176,619.12	14,718.26
01/01/2031	12/31/2031	180,151.56	15,012.63
01/01/2032	12/31/2032	183,754.56	15,312.88
01/01/2033	12/31/2033	187,429.68	15,619.14
01/01/2034	12/31/2034	191,178.24	15,931.52
01/01/2035	04/30/2035	195,001.80	16,250.15

Option Period 1:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2035	12/31/2035	195,001.80	16,250.15
01/01/2036	12/31/2036	198,901.80	16,575.15
01/01/2037	12/31/2037	202,879.92	16,906.66
01/01/2038	12/31/2038	206,937.48	17,244.79
01/01/2039	12/31/2039	211,076.28	17,589.69
01/01/2040	04/30/2040	215,297.76	17,941.48

Option Period 2:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2040	12/31/2040	215,297.76	17,941.48
01/01/2041	12/31/2041	219,603.72	18,300.31
01/01/2042	12/31/2042	223,995.84	18,666.32
01/01/2043	12/31/2043	228,475.68	19,039.64
01/01/2044	12/31/2044	233,045.28	19,420.44
01/01/2045	04/30/2045	237,706.08	19,808.84

2. Hangar 3A. For the period commencing January 1, 2018, through April 30, 2023, annual building maintenance rental shall be \$32,951.04, payable monthly at \$2,745.92.

- For the period commencing May 1, 2023, through December 31, 2023, building maintenance rental shall be \$33,610.08 annually, payable monthly at \$2,800.84.
- For the period commencing January 1, 2024, through December 31, 2024, building maintenance rental shall be \$34,282.20, payable monthly at \$2,856.85.
- Commencing January 1, 2025 and through the end of the Initial Term and any Renewal Option, the annual Building Maintenance Rental for said Hangar 3A will increase by two percent (2%) per year, based upon the previous year's rental amount.

<u>YEAR</u>	<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1-5	01/01/2018	04/30/2023	32,951.04	2,745.92
Partial	05/01/2023	12/31/2023	33,610.08	2,800.84
7	01/01/2024	12/31/2024	34,282.20	2,856.85
8	01/01/2025	12/31/2025	34,967.88	2,913.99
9	01/01/2026	12/31/2026	35,667.24	2,972.27
10	01/01/2027	12/31/2027	36,380.52	3,031.71
11	01/01/2028	12/31/2028	37,108.20	3,092.35
12	01/01/2029	12/31/2029	37,850.40	3,154.20
13	01/01/2030	12/31/2030	38,607.36	3,217.28
14	01/01/2031	12/31/2031	39,379.44	3,281.62
15	01/01/2032	12/31/2032	40,167.12	3,347.26
16	01/01/2033	12/31/2033	40,970.40	3,414.20
17	01/01/2034	12/31/2034	41,789.88	3,482.49
Partial	01/01/2035	04/30/2035	42,625.68	3,552.14

Option Period 1:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2035	12/31/2035	42,625.68	3,552.14
01/01/2036	12/31/2036	43,478.16	3,623.18
01/01/2037	12/31/2037	44,347.80	3,695.65
01/01/2038	12/31/2038	45,234.72	3,769.56
01/01/2039	12/31/2039	46,139.40	3,844.95
01/01/2040	04/30/2040	47,062.20	3,921.85

Option Period 2:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2040	12/31/2040	47,062.20	3,921.85
01/01/2041	12/31/2041	48,003.48	4,000.29
01/01/2042	12/31/2042	48,963.48	4,080.29
01/01/2043	12/31/2043	49,942.80	4,161.90
01/01/2044	12/31/2044	50,941.68	4,245.14
01/01/2045	04/30/2045	51,960.48	4,330.04

3. GA Terminal. For the period commencing January 1, 2018, through April 30, 2023, annual building maintenance rental shall be \$36,192, payable monthly at \$3,016.
 - For the period commencing May 1, 2023, through December 31, 2023, building maintenance rental shall be \$36,916.32 annually, payable monthly at \$3,076.36.
 - For the period commencing January 1, 2024, through December 31, 2024, building maintenance rental shall be \$37,654.68, payable monthly at \$3,137.89.
 - Commencing January 1, 2025 and through the end of the Initial Term and any Renewal Option, the annual Building Maintenance Rental for said GA Terminal will increase by two percent (2%) per year, based upon the previous year's rental amount.

<u>YEAR</u>	<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1-5	01/01/2018	04/30/2023	36,192.00	3,016.00
Partial	05/01/2023	12/31/2023	36,916.32	3,076.36
7	01/01/2024	12/31/2024	37,654.68	3,137.89
8	01/01/2025	12/31/2025	38,407.80	3,200.65
9	01/01/2026	12/31/2026	39,175.92	3,264.66
10	01/01/2027	12/31/2027	39,959.40	3,329.95
11	01/01/2028	12/31/2028	40,758.60	3,396.55
12	01/01/2029	12/31/2029	41,573.76	3,464.48
13	01/01/2030	12/31/2030	42,405.24	3,533.77
14	01/01/2031	12/31/2031	43,253.40	3,604.45
15	01/01/2032	12/31/2032	44,118.48	3,676.54
16	01/01/2033	12/31/2033	45,000.84	3,750.07
17	01/01/2034	12/31/2034	45,900.84	3,825.07
Partial	01/01/2035	04/30/2035	46,818.84	3,901.57

Option Period 1:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2035	12/31/2035	46,818.84	3,901.57
01/01/2036	12/31/2036	47,755.20	3,979.60
01/01/2037	12/31/2037	48,710.28	4,059.19
01/01/2038	12/31/2038	49,684.56	4,140.38
01/01/2039	12/31/2039	50,678.16	4,223.18
01/01/2040	04/30/2040	51,691.80	4,307.65

Option Period 2:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2040	12/31/2040	51,691.80	4,307.65
01/01/2041	12/31/2041	52,725.60	4,393.80
01/01/2042	12/31/2042	53,780.16	4,481.68
01/01/2043	12/31/2043	54,855.72	4,571.31
01/01/2044	12/31/2044	55,952.88	4,662.74
01/01/2045	04/30/2045	57,071.88	4,755.99

D. **Ramp Maintenance Rental**

Commencing on January 1, 2018, through December 31, 2018, ramp maintenance rental for 1,112,801 square feet shall be \$73,717 annually, payable monthly at \$6,143.08.

Commencing January 1, 2019, and through the end of the Initial Term and any Renewal Option, the annual Ramp Maintenance Rental will increase by two percent (2%) per year, based upon the previous year's rental amount.

<u>YEAR</u>	<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1	01/01/2018	12/31/2018	73,717.00	6,143.08
2	01/01/2019	12/31/2019	75,191.34	6,265.95
3	01/01/2020	12/31/2020	76,695.17	6,391.26
4	01/01/2021	12/31/2021	78,229.07	6,519.09
5	01/01/2022	12/31/2022	79,793.65	6,649.47
6	01/01/2023	12/31/2023	81,389.52	6,782.46
7	01/01/2024	12/31/2024	83,017.32	6,918.11
8	01/01/2025	12/31/2025	84,677.64	7,056.47
9	01/01/2026	12/31/2026	86,371.20	7,197.60
10	01/01/2027	12/31/2027	88,098.60	7,341.55
11	01/01/2028	12/31/2028	89,860.56	7,488.38
12	01/01/2029	12/31/2029	91,657.80	7,638.15
13	01/01/2030	12/31/2030	93,491.04	7,790.92
14	01/01/2031	12/31/2031	95,360.76	7,946.73
15	01/01/2032	12/31/2032	97,268.04	8,105.67
16	01/01/2033	12/31/2033	99,213.36	8,267.78
17	01/01/2034	12/31/2034	101,197.68	8,433.14
Partial	01/01/2035	04/30/2035	103,221.60	8,601.80

Option Period 1:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2035	12/31/2035	103,221.60	8,601.80
01/01/2036	12/31/2036	105,286.08	8,773.84
01/01/2037	12/31/2037	107,391.72	8,949.31
01/01/2038	12/31/2038	109,539.60	9,128.30
01/01/2039	12/31/2039	111,730.32	9,310.86
01/01/2040	04/30/2040	113,964.96	9,497.08

Option Period 2:

<u>BEGIN</u>	<u>END DATE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
05/01/2040	12/31/2040	113,964.96	9,497.08
01/01/2041	12/31/2041	116,244.24	9,687.02
01/01/2042	12/31/2042	118,569.12	9,880.76
01/01/2043	12/31/2043	120,940.56	10,078.38
01/01/2044	12/31/2044	123,359.28	10,279.94
01/01/2045	04/30/2045	125,826.48	10,485.54

- E. **Automobile Parking Lot Maintenance Rental**
 Commencing on January 1, 2018, through April 30, 2030, parking lot maintenance rental for 13,294 square feet shall be \$665 annually, payable monthly at \$55.42. The Automobile Parking Lot Maintenance Rental shall terminate on April 30, 2030.

- F. **Aviation Fuel Flowage Fees**
1. **Definitions.** For purposes of this Article, the following definitions shall apply.
 - a. “Affiliating Company” shall mean any Air Transportation Company that operates under essentially the same trade name as a Signatory Airline or uses essentially the same livery as its Signatory Airline when operating at the Airport on behalf of a Signatory Airline. An Affiliating

Company shall be neither a Signatory Airline nor a Non-Signatory Airline.

- b. "Aviation Fuel" shall mean any fuel used for an aircraft and shall include Jet-A and Avgas fuel.
 - c. "Air Transportation Company" shall mean any person, firm, or corporation engaged in the business of scheduled or non-scheduled commercial transportation, by air, of persons, property, cargo, express mail, or mail.
 - d. "Signatory Airline" shall mean any commercial passenger airline company that has entered into a Signature Passenger Airline Use and Operations Agreement with the LESSOR.
 - e. "Signatory Cargo Operator" shall mean any commercial cargo company that has entered into an Air Cargo Carrier Use and Operations Agreement with the LESSOR.
 - f. "Non-Signatory Airline" shall mean any commercial passenger airline company that is not a Signatory Airline but has a Non-Signatory Passenger Airline Use and Operations Agreement for Non-Signatory Carriers with the LESSOR.
2. Fuel Flowage Fees; Fuel Delivery/Storage Fees. The LESSEE shall be responsible for the collection of LESSOR'S Fuel Flowage Fees on each gallon of Aviation Fuel LESSEE dispenses on the Airport and remittance of the Fuel Flowage Fees to the LESSOR on a monthly basis in accordance with Subparagraphs F(4). At no time shall the LESSOR'S Fuel Flowage Fees or Fuel Deliver/Storage Fees be considered revenues of or be the fees of the LESSEE. Additionally, Delivery/Storage Fees applicable to fuel brought onto the Airport, as further described in Subparagraph F(2)(f) below, shall be paid in accordance therewith. The LESSOR reserves the right to amend or to expand its Fuel Flowage Fees and the Delivery/Storage Fees at any time during the term of this Agreement as LESSOR solely deems necessary; provided, LESSOR shall give LESSEE thirty (30) day advance written notice of any modification to the Fuel Flowage Fees or Delivery/Storage Fees.

At the time of execution of this Agreement the current Fuel Flowage Fees are as follows:

- a. Signatory Fuel Flowage Fee ("S-FFF"): Any Aviation Fuel dispensed into a plane for a Signatory Airline, an Affiliating Company of a Signatory Airline, or for a Signatory Cargo Operator shall be assessed a S-FFF in the amount of two cents (\$0.02) per gallon. Said S-FFF is in addition to any Delivery/Storage Fees that may be associated with the Aviation Fuel. LESSEE shall collect the S-FFF from all Signatory Airlines and their Affiliating Companies or any Signatory Cargo

Operator identified on Attachment 1, as amended.

- b. Non-Signatory Airlines Fuel Flowage Fee (“NS-FFF”): Any Aviation Fuel dispensed into a plane for a Non-Signatory Airline shall be subject to a NS-FFF in the amount of five cents (\$0.05) per gallon. Said NS-FFF is in addition to any Delivery/Storage Fees associated with the Aviation Fuel. LESSEE shall collect the NS-FFF from all Non-Signatory Airlines identified on Attachment 1, as amended.
- c. Other Commercial Operators Flowage Fee (“OC-FFF”): Any Aviation Fuel dispensed into a plane for any other commercial aviation operators such as commercial charters, nonscheduled air carriers, or nonscheduled cargo operators shall be subject to an OC-FFF in the amount of five cents (\$0.05) per gallon. Said OC-FFF is in addition to any Delivery/Storage Fees associated with the Aviation Fuel.
- d. General Aviation Fuel Flowage Fee (“GA-FFF”): Any Aviation Fuel dispensed into any general aviation aircraft is subject to a GA-FFF of eight cents (\$0.08) per gallon. The GA-FFF shall be considered as payment in lieu of landing fees for general aviation aircraft. Said GA-FFF is in addition to any Delivery/Storage Fees associated with the Aviation Fuel.
- e. Government Entity Fuel Flowage Fee (“GE-FFF”): Any Aviation Fuel dispensed into any aircraft owned by a governmental entity or a political subdivision thereof including, but not limited to, military, United States Department of Defense, Customs and Boarder Protection, Federal Bureau of Prisons, Marshall’s, police units, or other governmental aviation units whether federal, state, or local, is subject to an GE-FFF of eight cents (\$0.08) per gallon. The GA-FFF shall be considered as payment in lieu of landing fees for general aviation aircraft. Said GE-FFF is in addition to any Delivery/Storage Fees associated with the Aviation Fuel.
- f. Fuel Delivery/Storage Fee (“Delivery/Storage Fee”): All Aviation Fuel coming onto the Airport, whether through pipeline, truck, or other means, shall be subject to either a Delivery Fee or a Storage Fee. All Aviation Fuel coming onto the Airport for storage in a LESSEE Fuel Storage Facility or trucks, except Aviation Fuel obtained from the Airport’s fuel storage facility, shall be subject to a Delivery Fee in the amount of two cents (\$0.02) per gallon at the time such Aviation Fuel is received into LESSEE Fuel Storage Facilities. LESSEE shall be responsible for the payment of the Delivery Fee and the Delivery Fee is in addition to any applicable Fuel Flowage Fee. Fuel obtained from the Airport’s fuel storage facility is subject to two cents (\$0.02) per gallon Storage Fee at the time the Aviation Fuel is dispensed from the Airport’s fuel storage facility, but the Storage Fee is paid by the fuel pipeline supplier who may elect to pass the Storage Fee through to LESSEE

when obtaining fuel from the Airport's fuel storage facility.

3. Monthly Activity Report. LESSEE shall submit via email to **OCATActivity@okc.gov**, a Monthly Activity Report showing the number of gallons of Aviation Fuel on hand in any above-ground owned fuel storage tank(s) and mobile refueler tank(s) at the beginning of the month, the number of gallons of Aviation Fuel so purchased or otherwise obtained by LESSEE during the month, the number of gallons of Aviation Fuel dispensed, and the number of gallons of Aviation Fuel on hand at the end of the month. Each type of Aviation Fuel, including the fuel in any above-ground storage tank(s) from mobile refueling tank(s), shall be reported separately on the Monthly Activity Report, using the form attached as Exhibit "E" hereto or as updated by the Director from time to time. For any fuel obtained from the Airport's fuel facility and dispensed to a Signatory Airline, an Affiliating Company of a Signatory Airline, a Signatory Cargo Operator, a Non-Signatory Airline, or any Other Commercial Operator, the Monthly Activity Report shall include the customer's name and the number of gallons of Aviation Fuel dispensed to each customer. The Monthly Activity Report shall be filed no later than the fifth (5th) business day of the month following the month of receipt of said Aviation Fuel.
4. Payment. LESSEE shall transmit the applicable Fuel Flowage Fee and Delivery/Storage Fee collected each month no later than the last day of the month succeeding the month of the dispensing of Aviation Fuel from Airport's fuel storage facility and receipt of Aviation Fuels into any LESSEE owned fuel storage facilities, respectively.
5. Bill of Lading. For any shipments of Aviation Fuel LESSEE obtains from a fuel contractor or supplier, for storage into any LESSEE fuel storage facility that did not come from the Lessor's fuel storage facility, then LESSEE agrees to provide, or to require its contractor(s)/supplier(s) to provide, via **OCATActivity@okc.gov** bill(s) of lading reporting the date and number of gallons of Aviation Fuel received by the LESSEE. LESSEE shall pay all applicable federal, city, and state taxes, for any fuel delivered to LESSEE'S fuel storage tank(s). Bill of Ladings shall be delivered no later than the fifth (5th) business day of the month following the month of receipt of said Aviation Fuel.
6. Notification –Airport's Fuel Storage Facilities. In the event LESSEE obtains fuel from the Airport's fuel storage facility to be stored in any LESSEE above-ground fuel storage tanks or mobile refueler, it will notify the Airport's Fuel Facility Manager, within forty-eight (48) hours, with the number of gallons obtained and the date.
7. Similar Fuel Flowage Fees for all FBOs on Airport. The parties acknowledge and accept that there may be some differences in the terms of the lease and/or operations agreements with LESSEE and other FBO operators at the Airport, but the LESSEE and LESSOR are aware of those differences and accept the same. However, LESSOR covenants and agrees not to enter into any lease, contract or other agreement with another FBO containing substantially more

favorable Fuel Flowage Fee terms, or to grant to any tenant engaged in FBO operations similar to the LESSEE, any rights or privileges with respect to operations on the Airport, unless the same Fuel Flowage Fee terms, or other rights and privileges are concurrently made available to LESSEE; provided however, LESSEE must meet any requirements necessary to engage in said activity as similarly required of another FBO.

G. **Landing Fees**

1. **Collection of Fees.** LESSEE agrees to collect and remit to LESSOR landing fees as set forth on Attachment 2 for any commercial charters, nonscheduled air carriers, nonscheduled cargo operators, or any other commercial aircraft which utilizes LESSEE'S leased premises and do not have a written agreement with LESSOR to pay its landing fees directly to the LESSOR. LESSEE shall be responsible for reporting the landing of any commercial charters, nonscheduled air carriers, nonscheduled cargo operators, or any other commercial aircraft utilizing LESSEE'S leased premises. The LESSEE is not required to collect or remit any landing fees from any Signatory Airlines, their Affiliates, or Non-Signatory Airlines listed on Attachment 1. Further, it is understood and agreed by the parties that the specific amount to be paid per aircraft landed shall be determined by the then currently applicable schedule designated "Commercial Aircraft Landing Fees" which shall be promulgated annually by the Director of Airports and is incorporated herein as Attachment 2 (formerly as Attachment 3). In no event shall LESSEE be liable for any fee (or portion thereof) not collected by reason of failure to receive the notice required herein. It is further agreed and understood by the parties that Attachment 2 shall specify the amounts to be paid for each type of aircraft landed and shall be based upon the maximum allowable weight for aircraft as determined by the Federal Aviation Administration, regardless of actual weight upon landing.
2. **Activity Report.** Further, LESSEE shall include on the Monthly Activity Report the Landing Fees collected with sufficient detail that includes an activity report of the number of landings, the type of aircraft, and the aircraft identification number of all commercial charters, nonscheduled air carriers, nonscheduled cargo operators, or any other commercial aircraft brought onto LESSEE'S leased premises and subject to the landing fees, during the immediately preceding month. Additional information may be requested by LESSOR from time to time.
3. **Payment.** LESSEE shall transmit payment for the applicable landing fees collected during each month. Landing fees shall be paid in arrears for each calendar month and shall be the cumulative total of all such landings at the Airport in connection with aircraft utilizing LESSEE'S leased premises during the immediately preceding month. Landing fees shall be received by LESSOR no later than the last day of the month succeeding the month of landing. The acceptance by LESSOR of any such payment made by LESSEE shall not preclude LESSOR from auditing the accuracy of LESSEE'S activity report.

If Lessee fails to supply statistics as required (i.e. monthly reports), then one hundred twenty-five percent (125%) of the most recent statistics available for Lessee shall be used for billing the monthly Landing Fee charges. Adjustment to correct billing amounts will occur on the monthly billing following receipt of Lessee's statistical report.

The parties acknowledge that the Lessor incurs additional administrative effort if Lessee's monthly reports are 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 \$250 for each monthly report which is not complete, accurate, and received by its due date. Lessee also acknowledges the value of accurately reporting statistical information to the Lessor as the statistical information is used in a multitude of statistical and financial reports internal and external to Lessor. Should Lessee report inaccurate data more than two times in a rolling twelve (12) month period, Lessee agrees to compensate Lessor an additional \$250 for the administrative effort required to revise and reissue correct reports.

H. **No Obligation To Renew**

The parties hereto agree that no language contained in this Article 4 shall ever be construed by the LESSEE to obligate or in any way require the LESSOR to renew this Agreement nor to establish a formula for, or otherwise fix, rental amounts payable for any tenant of the LESSEE for the term hereof except as provided for in Article 3 above.

I. **Pro-rata Rent**

In the event the Initial Term does not commence on the first day of the month or the termination date on the last day of the month, then any rentals or fees due under this Article shall be prorated for the number of remaining days in the month.”

4. The parties agree that **ARTICLE 9A – HAZARDOUS MATERIALS AND COMPLIANCE WITH ENVIRONMENTAL LAWS** to the Original Agreement shall be deleted in its entirety and replaced with the following:

“ARTICLE 9A – HAZARDOUS MATERIALS AND COMPLIANCE WITH ENVIRONMENTAL LAWS

9A.1 **Definitions.** For the purpose of this article, the following definitions apply:

9A1.1 “*Best Management Practices*” shall mean those best management practices applicable and relevant to the LESSEE’S activities, including but not limited to the more stringent of the practices identified for LESSEE’S activity by federal, state, or local regulatory requirement, ODEQ General Permit OKR05, any plan or policy in effect for the Airport, or other applicable industry guidance.

9A.1.2 “*Contamination*” shall mean the presence of any Hazardous Materials on the leased premises in concentrations exceeding those identified as relevant

and appropriate pursuant to Environmental Laws.

9A.1.3. "*Hazardous Material(s)*" shall mean any hazardous or toxic substance, material or waste, regulated 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 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.

9A.1.4. "*Environmental Law(s)*" shall mean all applicable federal, state and local statutes, ordinances, regulations, rules, and FAA guidance now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health or the environment, and include but are not limited to: the Solid Waste Disposal Act (SWDA), 42 U.S.C. § 6901 *et seq.*, as amended, including, but not limited to, the Resources Conservation and Recovery Act (RCRA) of 1976, Pub. Law No. 94-580, and the Hazardous and Solid Waste Amendments of 1984, Pub. Law No. 96-482; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, Pub. Law No. 99-499; the Emergency Planning and Community Right to Know Act (EPCRA), 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136 *et seq.*; the Clean Air Act (CAA), 42 U.S.C. § 7401 *et seq.*; the Clean Water Act (CWA), 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Act (OPA) of 1990 (OPA), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 5101 *et seq.*; 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.

9A.2. Hazardous Material(s). LESSEE hereby covenants not to permit or introduce or to allow any sublessee to permit or introduce any Hazardous Material(s), other than those specifically addressed below in Paragraph 9A.2.1 through 9A.2.6 to be brought upon, used, kept, generated or stored in or about the leased premises by LESSEE, its or sublessee, their agents, employees, contractors, sublessees, or invitees without the prior written consent of the LESSOR, by and through the Director, which consent shall not be unreasonably withheld as long as LESSEE demonstrates to the Director's reasonable satisfaction that such Hazardous Material is necessary to LESSEE'S or sublessee's operation hereunder and will be used, kept, generated and stored in a manner that complies with all Environmental Law(s) regulating any such Hazardous Material(s). Provided, however, any allowed Hazardous Materials shall only be stored temporarily pending disposition and only in a manner utilizing Best Management Practices and in compliance with all Environmental Laws. To the extent applicable, non-hazardous or Hazardous Materials, and hazardous or non-hazardous waste generated from Lessee's activities or operations on the Airport shall be managed consistent with FAA's AC 150/5320-15A, or as the same may be subsequently amended or replaced, unless otherwise agreed to in writing by the Lessor. LESSEE shall maintain Safety Data Sheets ("SDS") for all Hazardous Materials when required by applicable laws or regulations. All drums, tanks or containers that contain Hazardous Materials shall be labeled in accordance with all applicable Environmental Laws. If LESSEE breaches the obligations stated in this Article, or if the presence of Hazardous Material or chemicals that may become Hazardous Materials on or migrating from the leased premises is caused or permitted by LESSEE or its agents, employees, contractors, or invitees and results in Contamination, or if Contamination occurs from LESSEE'S operations on the Airport, then LESSEE is legally liable to LESSOR and the City for damage resulting therefrom pursuant to this Lease Agreement as well as any applicable federal, state or other relevant authority. During any term of this Agreement, LESSEE shall maintain and produce, upon request by the Director, a record of the date, the approximate amount, and type of any Hazardous Material that is spilled or leaked onto the leased premises even if such spill or leak is below any reportable limit or is a *de minimus* quantity. Notwithstanding the foregoing, LESSEE shall not be responsible for any Hazardous Materials that LESSEE can demonstrate came from upgradient sources not associated with LESSEE's activities on the leased premises.

9A.2.1 Fuel and Fueling Activities. Lessee may introduce and store Aviation Fuel on the Leased Premises through Lessee's FBO and mobile fueling and defueling activities in accordance with this Agreement. Lessee shall own and be legally responsible for all Aviation Fuel once it is on the Leased Premises. Any Contamination occurring on the Leased Premises or the Airport while Aviation Fuel or fuel products are in Lessee's custody, control or ownership shall be Lessee's responsibility in accordance with this Article. All fuel products and waste generated from the use of these fuel products shall be stored, used, and disposed of in compliance with the applicable Environmental Laws. Lessee shall also be allowed to store fuel, whether for fueling or defueling purposes, in any previously authorized

Lessee owned above ground fuel storage tank located on the Leased Premises. LESSEE shall also be allowed to store fuel, whether for fueling or defueling purposes, in any previously authorized LESSEE owned above ground fuel storage tank located on the leased premises. LESSEE shall be the registered owner and operator of the storage tank(s) and shall be solely responsible for the testing, maintenance or any future removal of any storage tank in accordance with applicable Environmental Laws. Any new storage tank(s) for fuel shall be approved by the Director which such approval shall not be unreasonable withheld.

9A.2.2 Grease, oil and other similar fluids. LESSEE may store grease, engine oil, lubricants, and such other similar aircraft or vehicle fluids on the leased premises to be used in the ordinary course of LESSEE'S approved operations on the Airport. All grease, oil and other similar aircraft or vehicle fluids shall be stored indoors as reasonably practical. All grease, oil and other similar aircraft or vehicle fluids, or waste generated from any grease, oil and other similar fluids should be managed in compliance with all applicable Environmental Laws. LESSEE shall remove or cause the removal, to the extent reasonably practicable, all spilled, leaked, or released accumulated oil, grease or other aircraft or vehicle fluids, other than *de minimus* quantities on the Airport or leased premises that are the result of LESSEE'S operation under this Agreement.

9A.2.3 Cleaning solvents and degreasers. LESSEE may utilize cleaning supplies, cleaning solvents, cleaning abrasives, and degreasers on the leased premises that are reasonably necessary for LESSEE'S Permitted Use herein so long as LESSEE manages all products and waste generated from the use of these products in compliance with all applicable Environmental Laws. Chlorinated solvents, perfluoroalkyl substances ("PFAS"), and any compounds reasonably related thereto are prohibited unless disclosed and approved in writing by the Director.

9A.2.4 Pavement: Deicing or Anti-icing. LESSEE may only perform pavement deicing or anti-icing utilizing deicing chemicals/products that are acetate-based. The use of other chemicals/products, such as those that are glycol or urea-based, shall not be utilized unless the type and amount of said chemicals/products are pre-approved in writing by the Director. All pavement deicing or anti-icing shall be consistent with the Airport's Stormwater Pollution Prevention Plan, Snow and Ice Control Plan (if applicable), or as otherwise required by state, local or federal laws or regulations.

9.A.2.5 Aircraft: Deicing or Anti-icing Activities. Deicing or anti-icing of aircraft may only be with FAA and EPA recommended chemicals in compliance with any rule, regulation or policy of the Airport or as otherwise required by state, local or federal laws and regulations. The use of other chemicals/products, such as those that are glycol or urea-based, shall not be utilized unless the type and amount of said chemicals/product are pre-

approved in writing by the Director. Deicing shall only be performed on aircraft in the areas designated by the Director for such activities and in accordance with any applicable policy of the Airport as the same may be amended from time to time. The LESSEE shall notify the Director of the type and amount of any aircraft de-icing materials stored on the leased premises. All storage shall include protection from collision and secondary containment. In accordance with OKR05 and during deicing months, if LESSEE uses any deicing chemicals on the Airport, LESSEE shall maintain a record, including any Safety Data Sheet, of the type of deicing chemicals used. LESSEE shall also report monthly the type(s) of deicing chemicals and the monthly quantities used, either as measured by metering or by best estimates. If the LESSEE is using a Signatory Airline's deicing chemicals, the report should be made to the Signatory Airline who should then report the same to the LESSOR, but LESSEE shall provide to the LESSOR all other deicing chemicals and quantities LESSEE dispensed during the month.

9A.2.6 Other Necessary Hazardous Materials. Without the advanced approval of the Director of Airports, LESSEE may bring onto the leased premises or cause to be used, kept, generated, or stored on the leased premises "other necessary Hazardous Materials" when they are necessary for the normal operations of the LESSEE and are consistent for use with the approved purpose of the facilities and leased premises as set forth in this Lease Agreement. This may include, but is not limited to pesticides, fire suppression foam or chemicals, fertilizers, and other necessary and potential hazardous materials. "Other necessary Hazardous Materials" shall be those Hazardous Materials that are not addressed in 9A.2.1 through 9A.2.5 above and shall only be used, kept or stored in minimally required quantities. Any waste generated from all such use of other necessary Hazardous Material(s) shall be managed in compliance with all applicable Environmental Laws. LESSEE shall annually provide LESSOR with its EPCRA §312 Tier 2 chemical inventory reports provided to any applicable regulatory authority.

9A.3. Compliance with Environmental Law(s) and Regulations. LESSEE, or LESSEE'S contractor shall conduct all of their activities: (a) in compliance with Environmental Laws, the environmental provisions of this Agreement, the environmental provisions of LESSOR'S rules; (b) in cooperation with the LESSOR in the LESSOR'S efforts to comply with applicable Environmental Laws; and (c) in adherence with Best Management Practices applicable to the LESSEE'S use of the leased premises. In the event of a conflict between any provisions of this Agreement or any Environmental Laws, the more stringent provisions shall govern. LESSEE shall be responsible for any applicable permits or licenses necessary for the discharge or runoff associated with its use of the leased premises. If LESSEE'S commercial or industrial activities conducted on the leased premises are subject to coverage under the Oklahoma Department of Environmental Quality, General Permit OKR05, or any other necessary permits with any other regulatory agency, LESSEE is required to obtain its own permit, or authorization as applicable. Any request by the LESSEE for a no exposure certificate shall be communicated in

advance with the LESSOR. LESSEE shall provide documentation to LESSOR evidencing compliance with State and local industrial stormwater programs, and any other applicable environmental regulatory program including, but not limited to, all permits, authorizations, certifications of no exposure, inspection reports, monitoring reports, and spill reports required to be submitted. LESSEE or LESSEE'S subcontractors shall include LESSOR in all communications with any state or local environmental regulatory entity regarding LESSEE'S compliance with state and local environmental regulations regarding the leased premises or the Airport. If LESSEE'S subcontractor is conducting any activity at the Airport that is subject to any environmental regulatory program, LESSEE is still required to meet the provisions of this subparagraph.

9.A.4. Hazardous Materials Release. Without limiting the foregoing, if LESSEE or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release Hazardous Materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Airport or leased premises, LESSEE and its agents, or contractors shall be strictly liable to the LESSOR, and legally and financially responsible. LESSEE or its agents, employees, invitees, or contractors shall respond to the Hazardous Materials release in compliance with all Environmental Laws including any required reporting as well as any required removal and any resulting Contamination with agency oversight as required by Environmental Laws. Notwithstanding any other provisions regarding assignment and subletting of this Agreement and in the event of assignment of the Agreement or subletting of any portion of the premises covered by this Agreement, then both the Assignee/Assignor or the Sublessor/Sublessee, whichever the case may be, shall be jointly responsible to fully comply with this Article whether such Hazardous Materials release or Contamination occurs before, during, or after such assignment or subletting of the leased premises but said release arises from the use and occupation of the leased premises by the Assignee/Assignor or the Sublessor/Sublessee.

9A.4.1. Immediate Response. After notifying 9-1-1 LESSEE shall promptly notify Airport Operations Center at 405-316-3300 of any release, leak, or spill of Hazardous Materials as soon as they are known to LESSEE or LESSEE'S sublessee, 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 an amount required to be reported under Environmental Laws, LESSEE must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

9A.4.2. Mitigation and Remediation. LESSEE shall promptly undertake, at LESSEE'S sole expense, or cause LESSEE'S sublessee to undertake all actions necessary to ensure that any violation of Environmental Laws or violation of the environmental provisions of this Lease Agreement, or any

release of Hazardous Material or Contamination caused by LESSEE, its officers, directors, employees, agents, contractors, sublessee, and invitees in any way associated with the leased premises or Airport is mitigated to prevent further reoccurrence and remediated, when appropriate, 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 Contamination. As a basis for obtaining a “No Further Action” determination, LESSEE may not rely on any limiting condition or restricted use of the LESSOR’S property unless such conditional or restricted use has been approved in writing by the LESSOR (which approval shall not be unreasonably withheld or delayed) prior to the regulatory agency’s approval. The leased premises and Airport shall be reasonably returned to the condition existing prior to the introduction of any such Hazardous Material, or as otherwise agreed to by the LESSOR in its reasonable sole discretion.

Prior to proposing any limiting condition or restricted use as the basis for corrective action or remediation proposal to the regulatory agency, LESSEE shall seek the LESSOR’S approval of corrective action or remediation using a risk based corrective action approach to achieve a conditional “No Further Action” or equivalent determination of completion. Should the LESSOR approve such an alternative risk-based approach in the sole discretion of the LESSOR, which shall not be unreasonably withheld or delayed, then the LESSEE agrees that it shall remain liable for, and indemnify and hold harmless LESSOR from, any direct environmental costs the LESSOR may incur in the future in relation to any residual contamination residing on LESSOR property after LESSEE has completed such a risk-based corrective action, which liability and indemnification shall survive the termination of this Lease Agreement without limitation pursuant to Paragraph 9A.5 below.

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

9A.4.3 LESSOR’S Rights of Notice, Review and Comment. LESSEE shall provide the LESSOR advance draft(s) of all proposed report, response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the LESSOR reasonable time of not less than 60 days to submit comment and to provide LESSOR approvals for any proposed risk-

based remediation approaches prior to their submission to the regulatory agencies. Within thirty (30) calendar days following completion of any immediate response, remediation or restoration action required by this Lease Agreement or the Environmental Laws, LESSEE shall provide the LESSOR with a written report outlining, in detail, what has been accomplished.

- 9A.5. Environmental Indemnification. In addition to all other indemnities provided in this Agreement, LESSEE agrees to defend, indemnify, and hold the LESSOR and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the leased premises, the subsurface or the migration of any Hazardous Material from the leased premises to other properties or into the surrounding environment, in each case caused by the LESSEE or its operations or those by LESSEE'S sublessees 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 LESSOR and City pursuant to this Paragraph shall not apply with respect to either: (a) any Hazardous Material released by the LESSOR, its Trustees, officers, agents and employees; or (b) any Hazardous Material (for which LESSEE is not otherwise responsible) demonstrated to have existed prior to this Lease Agreement or be migrating onto the leased premises from some other location through no fault of LESSEE.
- 9A.6. Remedies not Exclusive. No remedy provided herein shall be deemed exclusive.
- 9A.7. Environmental Reporting and Permitting. To the extent applicable, LESSEE shall make available to the LESSOR upon request copies of all Safety Data Sheets (SDS) for all Hazardous Materials used or stored on the leased premises. To the extent applicable, LESSEE shall provide the LESSOR, upon request, with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any material plan, report or notice LESSEE maintains on the leased premises, or receives from, or provides to, any governmental unit or agency in connection with LESSEE'S use, generation or management of Hazardous Materials or the presence, or possible presence, of any Hazardous Materials or Contamination in, on, about, from, or adjacent to the leased premises. To the extent applicable, LESSEE shall make available to the LESSOR, upon request, copies of all stormwater-related plans, reports, and compliance documentation as deemed required by state, local or federal laws or regulation.
- 9A.8. Violation of Environmental Laws. If there is a violation of any Environmental Laws

concerning the presence use, generation, storage or other management of Hazardous Materials, LESSEE shall promptly take such action as is necessary to mitigate and correct the violation. If LESSEE does not act in a prudent and prompt manner, the LESSOR reserves the right, but not the obligation, to come onto the leased premises, to act in place of the LESSEE (LESSEE hereby appoints the LESSOR as its agent for such purposes) and to take such action as the LESSOR deems necessary to ensure compliance or to mitigate the violation. If the LESSOR has a reasonable belief that LESSEE is in violation of any Environmental Laws, or that LESSEE'S actions or inactions present a threat of violation or a threat of damage to the leased premises, the LESSOR reserves the right to enter onto the leased premises and take such corrective or mitigating action as the LESSOR deems necessary. All reasonable and necessary costs and expenses incurred by the LESSOR in connection with any such actions shall become immediately due and payable by LESSEE upon presentation of an invoice therefor. Interest shall accrue on all unpaid sums if unpaid after thirty (30) days at the rate of one and one-half (1.5%) percent per month."

5. The parties agree that **ARTICLE 10 - ALTERATIONS AND REPAIRS TO PREMISES** to the Original Agreement shall be deleted in its entirety and replaced with the following:

"ARTICLE 10 - ALTERATIONS AND REPAIRS TO PREMISES

A. **Director Approval**

The Lessee shall not construct, install, remove, modify, alter, improve, and/or repair any building structure, Facilities, or Leased Premises hereunder without prior written approval of the Director, such approval may not be unreasonably withheld, conditioned, or delayed, but may be contingent upon approval of Lessee's site plan, approval of the building plans and specifications for the proposed project, FAA Air Space approval as described in Paragraph 11.05, obtaining all applicable permits, Lessee or Lessee's contractor providing insurance and bonds, as well as other Lessor considered necessary condition(s). No construction, modification or alteration shall occur until Lessee has a written Notice of Authorization to Proceed with Construction from the Director as required herein. Notwithstanding the foregoing, the Lessee may only make Minor Alterations and Minor Repairs to the Facilities or Leased Premises without the Director's approval. For purposes of this section, Minor Alterations shall mean alterations or improvements that (a) do not increase the height or exterior footprint of the Facilities, (b) do not result in any airport interference, (c) do not involve modifications or additions to electrical, plumbing, natural gas, or other utilities when the Facility/Facilities are owned by the Lessor, (d) any roof penetrations or replacement of roofing systems when the Facility is owned by OCAT, (e) change to existing external façade materials, and (f) are performed and constructed in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of governmental authorities having jurisdiction. Minor Repairs shall mean Lessee's normal maintenance and repairs in the performance of the requirements of this Article 10 and replacement of obsolete, worn out, or unusable equipment and fixtures.

- B. **Repairs by Licensed Tradesmen and Skilled Craftsmen**
Any repairs or alterations to any utility servicing the Leased Premises or to any electrical, mechanical, plumbing equipment, or to the heating and air conditioning system shall be made by licensed tradesmen. All other repairs required of Lessee shall be made by skilled craftsmen who perform such work regularly as a trade. Lessee is required to obtain and pay for any and all inspection fee(s), permit(s), or license(s) required before making any repairs.
- C. **Construction and/or Alteration Costs**
Immediately upon completion of the repairs, alterations, or new construction, Lessee shall present to the Director for examination and approval a statement of the "Construction and/or Alteration Costs." "Construction and alteration costs" for the purposes of this Article 10 are hereby defined as all money paid by LESSEE for actual demolition, construction, or alteration, including architectural and engineering costs plus pertinent fees in connection therewith. Where such alterations or construction have been made on buildings owned by Lessor, Lessee shall present to Lessor within thirty (30) days following completion of the alterations or construction a complete set of "as-built" drawings including, but not necessarily limited to, plumbing and electrical systems. Lessee shall keep the premises leased hereunder free and clear of any and all liens in any way arising out of any construction, improvement, or use thereof by Lessee.
- D. **Title to Improvements or Alterations**
In the event that LESSEE makes further alterations or improvements to the leased premises, the use thereof shall be enjoyed by LESSEE during the remaining term of this Agreement without the payment of additional rental therefor, but such alteration or improvements shall become the property of LESSOR upon the completion of the alteration or improvements.
- E. **FAA Approval/Form 7460-1/Air Space Study**
LESSEE shall, at its sole initiative and cost, complete and file Form 7460-1, "Notice of Proposed Construction or Alteration" and provide the completed form to the Director for review and submittal to the Federal Aviation Administration ("FAA") for an air space determination study. The FAA'S air space must be received by the Airport prior to commencement of construction or alteration of the Facilities. If the FAA indicates any impacts to the Airport or operations, then no construction or operations may begin or continue under this Agreement until the impact(s) are alleviated or determined to be manageable to the satisfaction of the Director. . The Director will not authorize any construction until impacts are resolved or mitigated.
- F. **Soil Management**
LESSOR and LESSEE shall discuss soil management for all construction activities prior to their approval of a project; provided however, the LESSOR reserves the right to limit soil removal activities or to require the LESSEE to dispose of soil excavated for LESSEE'S project in an appropriate landfill. In the event of landfill disposal, the LESSEE shall be considered the generator for purposes of disposal."

6. The parties agree that Articles **24A. GENERAL CIVIL RIGHTS PROVISIONS, 24B. CIVIL RIGHTS – TITLE VI ASSURANCE,** and **24C. TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM** of the Original Agreement are hereby deleted in their entirety and replaced with the following:

“ARTICLE 24A. GENERAL CIVIL RIGHTS PROVISIONS

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

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

ARTICLE 24B. CIVIL RIGHTS TITLE VI ASSURANCE

24B.1. **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:

24B.1.1. **Compliance with Regulations**

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

24B.1.2. **Nondiscrimination**

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

24B.1.3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**

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

24.B.1.4. Information and Reports

LESSEE will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of 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.

24.B.1.5. Sanctions for Noncompliance

In the event of LESSEE noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will pose such contract sanctions [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 LESSEE under the Agreement until LESSEE comply; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

24.B.1.6. Incorporation of Provisions

LESSEE will include the provisions of Paragraph 24.B.1, subparagraphs 24.B.1.1. through 24.B.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. 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, if LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEE may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

24B.2. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), 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 (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**ARTICLE 24C. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

24C.1. Property Acquired or Improved Under Airport Improvement Program

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

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 and agree 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, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

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

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 LESSEE will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.”

7. The parties agree that **ARTICLE 25 – MINIMUM STANDARDS** shall be deleted in its entirety and replaced with the following:

“ARTICLE 25 – MINIMUM STANDARDS

The Aeronautical Minimum Standards shall be defined as the “Minimum Standards for Aeronautical Activities and Leasing of Land and Facilities at Oklahoma City Airports” effective January 1, 2023, as the same may be amended and revised from time to time. Said Minimum Standards are incorporated herein and made a part hereof by reference. To the extent the Minimum Standards and this Agreement conflict, this Agreement shall control.”

8. The parties agree that **ARTICLE 26 – BOOKS AND RECORDS** to the Original Agreement shall be deleted in its entirety and replaced with the following:

“ARTICLE 26 – BOOKS AND RECORDS

A. **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 service 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 Initial Term and any Renewal Option 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 Initial Term and any Renewal Option of this Agreement and for a period of no less than five (5) years after the end of the Initial Term and any Renewal Option 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.

B. **Records Maintenance**

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 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 fees and the exclusions therefrom.”

9. The parties agree that **ARTICLE 26A – RIGHT TO AUDIT AND INSPECT** to the Original Agreement shall be deleted in its entirety and replaced with the following:

“ARTICLE 26A – RIGHT TO AUDIT AND INSPECT

A. **Right to Audit**

LESSEE shall permit during ordinary business hours during the Initial Term and any Renewal Option of this Agreement, and for five (5) years after the expiration or termination of this Agreement, the right to audit, examine, copy or extract from any records relating to or pertaining to this agreement by the officers, employees and representatives of the LESSOR of the 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 fees and LESSEE'S compliance with other provisions of this Agreement. Such records subject to audit and inspection (in whatever form the information may be kept, whether written, electronic, or other form), but not limited to records pertinent to the collection of any fees. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, bills of lading, 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 fees 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's Failure to Produce Books and Records**

If LESSEE fails to produce all the requested books or records, LESSEE shall pay liquidated damages in the amount of \$50 per day until the books and records are produced. As an alternative, LESSEE may notify LESSOR within two (2) business days of receipt of the LESSOR'S audit notice that LESSEE elects to pay all reasonable expenses including, but not limited to, transportation, food, reproduction expenses, and lodging necessary for an examiner(s) selected by LESSOR to examine said books and records at any site selected by LESSEE other than on the Airport. LESSOR'S rights and LESSEE'S obligations in this Article extend to LESSEE'S employees, agents, assigns, successors, and subcontractors, and shall be included in any agreements formed between the LESSEE and any employees, agents, assigns, successors, and subcontractors to the extent that those agreements relate to fulfillment of the LESSEE'S obligations to LESSOR.

C. **Audit Costs**

LESSOR will be responsible for the cost of an audit pursuant to this Article with the exception of off-Airport audit expenses noted in 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 or underpaid fees related to the fuel flowage or the landings fees by one percent (1%) or more for the period audited.

D. **Underpayment of Fees**

Pursuant to Article 5, LESSEE shall be responsible for the payment of interest as a Delinquency Fee on any such underpayment of fees from the time the underpayment was due/owed to the LESSOR.

E. **Termination for Underreported Fees**

If LESSEE underreported fuel flowage fees, landings fees, or any underpaid other fees by three percent (3%) or more for the period audited, then in addition to the payment of the audit cost, the underpayment, and any Delinquency Fees, the LESSOR shall be entitled to terminate this Agreement for cause pursuant to Article 20, regardless of whether the deficiency is paid.

F. **Timely Payment of Audit Findings**

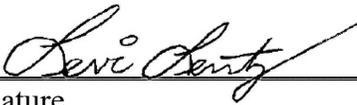
Any adjustments and/or payments that must be made as a result of any such audit or inspection of LESSEE'S invoices and/or records shall be made within sixty (60) days from delivery of LESSOR'S audit or inspection findings to LESSEE."

10. It is understood and agreed by the Lessor and Lessee that, except as amended by this Supplement No. 7, all other terms and conditions of the Original Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Supplement No. 7, and the recitals and provisions of this Supplement No. 7 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the "Agreement."

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IN WITNESS WHEREOF, the parties hereto have set their hands to this Supplement No. 7 to be effective as of the Effective Date stated above.

**AAR AIRCRAFT SERVICES, INC.,
LESSEE**



Signature

General Manager

Title

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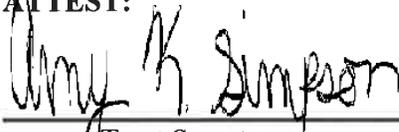
APPROVAL RECOMMENDED:



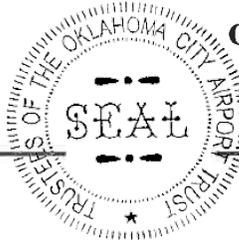
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 24TH day of AUGUST, 2023.

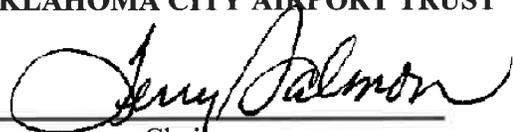
ATTEST:



Trust Secretary



OKLAHOMA CITY AIRPORT TRUST



Chairman

APPROVED by the Council of City of Oklahoma City and signed by the Mayor this 29TH day of AUGUST, 2023.

ATTEST:



City Clerk



CITY OF OKLAHOMA CITY



Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor/
Attorney for the Trust

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/07/2023

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

AGENCY Marsh USA Inc. 701 Poydras Street, Suite 4125 NewOrleans.CertRequest@marsh.com New Orleans, LA 70139		PHONE (A/C, No, Ext):	COMPANY See Additional Page	
CN101509741-Prop-Prop-23-24		OKC		
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024		LOAN NUMBER		POLICY NUMBER See Additional Page
		EFFECTIVE DATE 03/01/2023	EXPIRATION DATE 03/01/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Re: OKC - Will Rogers World Airport, 6401 South Portland Ave, Oklahoma City, OK 73150 TIV \$7,430,000; PWA - Wiley Post Airport, 5901 Philip J Rhoads Ave, Bethany, OK 73008, TIV \$10,235,000

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

COVERAGE INFORMATION	PERILS INSURED					AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	X	SPECIAL			
COVERAGE / PERILS / FORMS							
Risk of Direct Physical Loss or Damage Subject to Policy Terms and Conditions						100,000,000	See Attached
As Per Contract, Subject to Policy Limit:						Per Occurrence	
***MAJOR SUBLIMITS:							
Earthquake Excluding California Locations, Annual Aggregate						75,000,000	
California Earthquake, Annual Aggregate						50,000,000	
Flood, Annual Aggregate						75,000,000	
Flood, Annual Aggregate High Hazard						25,000,000	
Named Windstorm, Annual Aggregate						50,000,000	
Boiler & Machinery, Per Occurrence						10,000,000	
Other sublimits and deductibles may apply per policy terms and conditions.							

REMARKS (Including Special Conditions)

Additional Named Insured in favor of The City of Oklahoma City and The Oklahoma City Airport Trust as their interest may appear as respects the location described above.

CANCELLATION

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

ADDITIONAL INTEREST		HOU-002849523-52			
NAME AND ADDRESS The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input type="checkbox"/>
	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>
	LOAN #				
AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>					



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

Named Insured includes:

AA Charter Brokerage LLC; AAC Subsidiary, LLC; ACM Property Services, LLC; Actus Aviation, LLC; Air Cape Cod L.L.C.; Air Service Hawaii, Inc.; Alaska Aerofuel, Inc.; ANC AK Holdings, LLC; Apple Bidco, LLC; Atlantic Apple Holdings Corporation; Atlantic Aviation - Eagle LLC; Atlantic Aviation -- Opa Locka LLC; Atlantic Aviation - Oxford LLC; Atlantic Aviation - Salt Lake City LLC; Atlantic Aviation Airports North America Inc.; Atlantic Aviation Airports, LLC; Atlantic Aviation Albuquerque Inc.; Atlantic Aviation Corporation; Atlantic Aviation Executive Holding Corporation; Atlantic Aviation FBO Holdings LLC; Atlantic Aviation FBO Inc.; Atlantic Aviation FBO Inc. - Investment Committee; Atlantic Aviation Flight Support, Inc.; Atlantic Aviation Holdings Corporation; Atlantic Aviation Infrastructure Corporation; Atlantic Aviation Investors, Inc.; Atlantic Aviation IP Holdings LLC; Atlantic Aviation North America 2 Inc.; Atlantic Aviation North America Inc.; Atlantic Aviation of Santa Monica, L.P.; Atlantic Aviation Ohana Corporation; Atlantic Aviation Oklahoma City, Inc.; Atlantic Aviation Oregon FBO Inc.; Atlantic Aviation Oregon General Aviation Services Inc.; Atlantic Aviation Philadelphia, Inc.; Atlantic Aviation Provo Inc.; Atlantic Aviation Stewart LLC; Atlantic Aviation-Boca Raton LLC; Atlantic Aviation-Bridgeport LLC; Atlantic Aviation-Florida LLC; Atlantic Aviation-Kansas City LLC; Atlantic Aviation-Montrose LLC; Atlantic Aviation-Orlando Executive LLC; Atlantic Aviation-Orlando LLC; Atlantic Aviation-St. Augustine LLC; Atlantic Aviation-Steamboat-Hayden LLC; Atlantic Aviation-West Palm Beach LLC; Atlantic SMO GP LLC; Atlantic SMO Holdings LLC; Aviation Contract Services, Inc.; Aviation Management Services Ltd.; BASI Holdings, LLC; Blue Heron Aviation, Ltd.; Brainard Airport Services, Inc.; Bridgeport Airport Services, Inc.; Charter Oak Aviation, Inc.; COAI Holdings, LLC; Corporate Wings - CGF, LLC; Corporate Wings-Hopkins, LLC; Eagle Aviation Resources, LTD.; Executive Air Support, Inc.; FAI AK Holdings, LLC; FAT CA Holdings, LLC; FLI Subsidiary, LLC; Flightways of Long Island, Inc.; FXE FBO Investments, LLC; Gaylord TUN Holdings XVII, LLC; Gaylord TUN Holdings, LLC; Gaylord TUN FLF Borrower, LLC; Gaylord TUN Holdings (Alternative), L.P.; Gaylord TUN Holdings II (Alternative), L.P.; Gaylord TUN Holdings II, LLC; Gaylord TUN Holdings III (Alternative), L.P.; Gaylord TUN Holdings III, LLC; Gaylord TUN Holdings IV (Alternative), L.P.; Gaylord TUN Holdings IV, LLC; Gaylord TUN Holdings IX (Alternative), L.P.; Gaylord TUN Holdings IX, LLC; Gaylord TUN Holdings V (Alternative), L.P.; Gaylord TUN Holdings V, LLC; Gaylord TUN Holdings VI (Alternative), L.P.; Gaylord TUN Holdings VI, LLC; Gaylord TUN Holdings VII (Alternative), L.P.; Gaylord TUN Holdings VII, LLC; Gaylord TUN Holdings VIII (Alternative), L.P.; Gaylord TUN Holdings VIII, LLC; Gaylord TUN Holdings X (Alternative), L.P.; Gaylord TUN Holdings X, LLC; General Aviation Holdings, LLC; General Aviation of New Orleans, L.L.C.; General Aviation, L.L.C.; Great Circle Flight Services LLC; HPN NY Holdings, LLC; ILG Avcenter, Inc.; Island Air Ltd.; Jet Center Property Services, LLC; Jet South, LLC; JetSouth, LLC; Keystone Aviation Services, LLC; LGB CA Holdings, LLC; LNK NE Holdings, LLC; LNK NE MRO Holdings, LLC; Lynx FBO Acquisition Parent, LLC; Lynx FBO Anoka, LLC; Lynx FBO Aurora, LLC; Lynx FBO Destin, LLC; Lynx FBO Enterprise, LLC; Lynx FBO Fort Lauderdale, LLC; Lynx FBO Holdings, LLC; Lynx FBO Little Rock, LLC; Lynx FBO Morristown, LLC; Lynx FBO Operating, LLC; Lynx FBO Pittsburgh, LLC; Lynx FBO Providence, LLC; M. AVIATION LTD.; Mercury Air Center - Corpus Christi, Inc.; Mercury Air Center-Addison, Inc.; Mercury Air Center-Bakersfield, Inc.; Mercury Air Center-Birmingham, LLC; Mercury Air Center-Burbank, Inc.; Mercury Air Center-Charleston, LLC; Mercury Air Center-Fresno, Inc.; Mercury Air Center-Ft. Wayne, LLC; Mercury Air Center-Hartsfield, LLC; Mercury Air Center-Hopkins, LLC; Mercury Air Center-Irvine, LLC; Mercury Air Center-Jackson, LLC; Mercury Air Center-Johns Island, LLC; Mercury Air Center-Los Angeles, Inc.; Mercury Air Center-Nashville, LLC; Mercury Air Center-Newport News, LLC; Mercury Air Center-Ontario, Inc.; Mercury Air Center-Peachtree-DeKalb, LLC; Mercury Air Center-Reno, LLC; Mercury Air Centers, Inc.; Mercury Air Center-Santa Barbara, Inc.; Mercury Air Center-Tulsa, LLC; MKC Aviation Fuel, LLC; MLT Development Company (a Texas joint venture formed as a Texas general partnership); MLT GP, LLC; MLT Holding, L.P.; Napa Jet Center, Inc.; Newport FBO Two LLC; Palm Springs FBO Two LLC; Palomar Airport Center LLC; Palomar Airport Fuel LLC; Pro-Air Aviation Maintenance, LLC; RA HAWAII CORPORATION; RA Island Air, LLC; Regal Assets, LLC; Rifle Air, LLC; Rifle Jet Center Maintenance, LLC; Rifle Jet Center, LLC; Ross Aviation Holding Corporation; Ross Aviation Holdings, LLC; Ross Aviation Investment, LLC; Ross Aviation Operations, LLC; Ross Rectrix BAF, LLC; Ross Rectrix BED, LLC; Ross Rectrix Holdings, LLC; Ross Rectrix HYA, LLC; Ross Rectrix MRO, LLC; Ross Rectrix ORH, LLC; Ross Rectrix SRQ, LLC; SB Aviation Group, Inc.; SBN Inc.; SDL AZ Holding, LLC; Sierra Aviation, Inc.; SJJC Airline Services, LLC; SJJC Aviation Services, LLC; SJJC FBO Services, LLC; SUA FL Holdings, LLC; Sun Valley Aviation, Inc.; Textar Aviation, LLC; The Corporate Airpark, Inc.; Trajen FBO, LLC; Trajen Flight Support, LP; Trajen Funding, Inc.; Trajen Holdings, Inc.; Trajen Limited, LLC; TRM CA Holdings, LLC; UAO FBO Investments, LLC; W.D. Oates Investments, LLC; Waukesha Flying Services, Inc.

PROPERTY DEDUCTIBLE

For each "occurrence" giving rise to a claim under this policy, the "Insured" agrees to retain for its own account a deductible calculated on the basis specified below:

\$250,000 combined all coverages, except as indicated below

\$500,000 per Location as respects Water or Liquid Damage: Deductible applies to loss or damage caused by or resulting from water or other liquids that are not otherwise excluded, but not caused by Flood

\$250,000 Fuel Farm locations

\$500,000 Earth Movement

\$500,000 "Flood", except for all loss arising from "damage" in "high hazard flood zones" where the following deductibles shall apply:

Within the United States of America: The maximum amount recoverable through the National Flood Insurance Program (whether purchased or not) or \$500,000 per "occurrence", whichever is greater, except Moderate Hazard Flood Zones - \$250,000, per "occurrence".

\$500,000 "Named storm", except for all loss arising from an "occurrence" in the following zones on a combined, per "occurrence" basis, The States of Florida, Hawaii, Puerto Rico, a deductible calculated as follows:

Property Damage: Five percent (5%) of Total Insurable Values at the time of the loss at each location involved in the loss or damage; subject to a combined minimum of \$250,000 per



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 **FORM TITLE:** Evidence of Property Insurance

"occurrence".
 2% of TIV "Convective Storm Product Damage" Each Occurrence involving hail, wind, tornado or wind-driven objects or any combination thereof.
 2% of 12 month "Convective Storm Time Element" Each Occurrence involving hail, wind, tornado or
 TE values wind-driven objects or any combination thereof.

Carriers by layer Policy Number Percentage of Layer

\$25M Primary
 XL Insurance America US00116682PR22A 28%
 ACE American Insurance Company CX D95013612 002 20%
 StarStone Specialty Insurance Company C86328232CSP 10%
 Everest Indemnity Insurance Compy RP5P000177-231 5%
 Swissre Corporate Solutions Capacity Ins. Corp. NAP200532900 10%
 AIG Specialty Insurance Company 14955581 10%
 Starr Surplus Lines Insurance Company SLSTPTY1175823 15%
 Evanston Insurance Company MKLV4PPR000002 2%

\$25M x \$25M
 Starr Insurance Company SLSTPTY11580922 22%
 Aspen Specialty Insurance Company PX00QF723 13%
 Swissre Corporate Solutions Capacity Ins. Corp. ESP 2005448 01 10%
 Axis Surplus Ins. Co. ELF665583-23 10%
 Landmark American Insurance Company LHD930521 20%
 Hallmark Specialty Insurance Company 73PRX23B1EF 8%
 Starr Surplus Lines Insurance Company SLSTPTY1175823 15%
 Evanston Insurance Company MKLV4PPR000002 2%

\$100M xs \$50M
 Starr Surplus Lines Insurance Company SLSTPTY1175823 15%
 Evanston Insurance Company MKLV4PPR000002 2%
 Chubb Bermuda ATLAV02234P01 72%
 SwissRe NAP 2005329 00 11%

**The Bermuda property policy shown above was made by Bowring Marsh (Bermuda). Marsh USA Inc. has only acted in the role of a consultant to the client with respects to this placement, which is indicated here for your convenience.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2023

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 USA Inc. 701 Poydras Street, Suite 4125 NewOrleans.CertRequest@marsh.com New Orleans, LA 70139	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B :</td> <td>Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	N/A	N/A	INSURER B :	Starr Indemnity & Liability Company	38318	INSURER C :	N/A	N/A	INSURER D :	N/A	N/A	INSURER E :			INSURER F :	
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INSURER D :	N/A	N/A																				
INSURER E :																						
INSURER F :																						
CN101509741--AXW-23-24 OKC N																						
INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024																						

COVERAGES **CERTIFICATE NUMBER:** HOU-003135255-45 **REVISION NUMBER:** 34

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	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) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	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/A	1000002671 (AOS) 1000002673 (WI)	03/01/2023 03/01/2023	03/01/2024 03/01/2024	<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)
 Re: FBO-OKC; As respects Fuel Storage Agreement between Oklahoma City Airport Trust and Atlantic Aviation Oklahoma City Inc. to support the Named Insured's contract SPE600-16-D4500 with the USA Defense Energy Support Center and Oklahoma Air National Guard (OANG) contract DACA56-5-84-7; term 12/17/2015 to 5/31/2020.

Where required by written contract, the above referenced Worker's Compensation policy includes Waiver of Subrogation in favor of The Oklahoma City Airport Trust and The City of Oklahoma City.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma and The Oklahoma City Airport Trust 7100 Terminal Drive Unit 937 Oklahoma City, OK 73159-0937	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Atlantic Aviation Holdings Corporation - Named Insureds

AA Charter Brokerage LLC; AAC Subsidiary, LLC; ACM Property Services, LLC; Actus Aviation, LLC; Air Cape Cod L.L.C.; Air Service Hawaii, Inc.; Alaska Aerofuel, Inc.; ANC AK Holdings, LLC; Apple Bidco, LLC; Atlantic Apple Holdings Corporation; Atlantic Aviation - Eagle LLC; Atlantic Aviation -- Opa Locka LLC; Atlantic Aviation - Oxford LLC; Atlantic Aviation - Salt Lake City LLC; Atlantic Aviation Airports North America Inc.; Atlantic Aviation Airports, LLC; Atlantic Aviation Albuquerque Inc.; Atlantic Aviation Corporation; Atlantic Aviation Executive Holding Corporation; Atlantic Aviation FBO Holdings LLC; Atlantic Aviation FBO Inc.; Atlantic Aviation FBO Inc. - Investment Committee; Atlantic Aviation Flight Support, Inc.; Atlantic Aviation Holdings Corporation; Atlantic Aviation Infrastructure Corporation; Atlantic Aviation Investors, Inc.; Atlantic Aviation IP Holdings LLC; Atlantic Aviation North America 2 Inc.; Atlantic Aviation North America Inc.; Atlantic Aviation of Santa Monica, L.P.; Atlantic Aviation Ohana Corporation; Atlantic Aviation Oklahoma City, Inc.; Atlantic Aviation Oregon FBO Inc.; Atlantic Aviation Oregon General Aviation Services Inc.; Atlantic Aviation Philadelphia, Inc.; Atlantic Aviation Provo Inc.; Atlantic Aviation Stewart LLC; Atlantic Aviation-Boca Raton LLC; Atlantic Aviation-Bridgeport LLC; Atlantic Aviation-Florida LLC; Atlantic Aviation-Kansas City LLC; Atlantic Aviation-Montrose LLC; Atlantic Aviation-Orlando Executive LLC; Atlantic Aviation-Orlando LLC; Atlantic Aviation-St. Augustine LLC; Atlantic Aviation-Steamboat-Hayden LLC; Atlantic Aviation-West Palm Beach LLC; Atlantic SMO GP LLC; Atlantic SMO Holdings LLC; Aviation Contract Services, Inc.; Aviation Management Services Ltd.; BASI Holdings, LLC; Blue Heron Aviation, Ltd.; Brainard Airport Services, Inc.; Bridgeport Airport Services, Inc.; Charter Oak Aviation, Inc.; COAI Holdings, LLC; Corporate Wings - CGF, LLC; Corporate Wings-Hopkins, LLC; Eagle Aviation Resources, LTD.; Executive Air Support, Inc.; FAI AK Holdings, LLC; FAT CA Holdings, LLC; FLI Subsidiary, LLC; Flightways of Long Island, Inc.; FXE FBO Investments, LLC; Gaylord TUN Holdings XVII, LLC; Gaylord TUN Holdings, LLC; Gaylord TUN FLF Borrower, LLC; Gaylord TUN Holdings (Alternative), L.P.; Gaylord TUN Holdings II (Alternative), L.P.; Gaylord TUN Holdings II, LLC; Gaylord TUN Holdings III (Alternative), L.P.; Gaylord TUN Holdings III, LLC; Gaylord TUN Holdings IV (Alternative), L.P.; Gaylord TUN Holdings IV, LLC; Gaylord TUN Holdings IX (Alternative), L.P.; Gaylord TUN Holdings IX, LLC; Gaylord TUN Holdings V (Alternative), L.P.; Gaylord TUN Holdings V, LLC; Gaylord TUN Holdings VI (Alternative), L.P.; Gaylord TUN Holdings VI, LLC; Gaylord TUN Holdings VII (Alternative), L.P.; Gaylord TUN Holdings VII, LLC; Gaylord TUN Holdings VIII (Alternative), L.P.; Gaylord TUN Holdings VIII, LLC; Gaylord TUN Holdings X (Alternative), L.P.; Gaylord TUN Holdings X, LLC; General Aviation Holdings, LLC; General Aviation of New Orleans, L.L.C.; General Aviation, L.L.C.; Great Circle Flight Services LLC; HPN NY Holdings, LLC; ILG Avcenter, Inc.; Island Air Ltd.; Jet Center Property Services, LLC; Jet South, LLC; JetSouth, LLC; Keystone Aviation Services, LLC; LGB CA Holdings, LLC; LNK NE Holdings, LLC; LNK NE MRO Holdings, LLC; Lynx FBO Acquisition Parent, LLC; Lynx FBO Anoka, LLC; Lynx FBO Aurora, LLC; Lynx FBO Destin, LLC; Lynx FBO Enterprise, LLC; Lynx FBO Fort Lauderdale, LLC; Lynx FBO Holdings, LLC; Lynx FBO Little Rock, LLC; Lynx FBO Morristown, LLC; Lynx FBO Operating, LLC; Lynx FBO Pittsburgh, LLC; Lynx FBO Providence, LLC; M. 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Oates Investments, LLC; Waukesha Flying Services, Inc.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2023

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 USA LLC 701 Poydras Street, Suite 4125 NewOrleans.CertRequest@marsh.com New Orleans, LA 70139 CN101509741--Hg-23-24 OKC	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024	INSURER A : National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B : Allianz Global Risks US Insurance Co		35300
	INSURER C : Starr Indemnity & Liability Company		38318
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E : Applied Aviation		
	INSURER F : Underwriters at Lloyd's London		15792

COVERAGES CERTIFICATE NUMBER: HOU-003195771-60 **REVISION NUMBER:** 21

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises Liability <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AP-001854834-20	07/03/2023	07/03/2024	EACH OCCURRENCE	\$ 50,000,000	
B				A1GA000147623AM	07/03/2023	07/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	
C				100024080702	07/03/2023	07/03/2024	MED EXP (Any one person)	\$ 50,000	
D				UA00014597AV23A	07/03/2023	07/03/2024	PERSONAL & ADV INJURY	\$ 25,000,000	
E				BAVQFGTTX011200_130226-02	07/03/2023	07/03/2024	GENERAL AGGREGATE	\$ N/A	
F				AVNPN2250161	07/03/2023	07/03/2024	PRODUCTS - COMP/OP AGG	\$ 50,000,000	
G				100039267	07/03/2023	07/03/2024		\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AP-001854834-20	07/03/2023	07/03/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 50,000,000	
B				A1GA000147623AM	07/03/2023	07/03/2024	BODILY INJURY (Per person)	\$	
C				100024080702	07/03/2023	07/03/2024	BODILY INJURY (Per accident)	\$	
D				UA00014597AV23A	07/03/2023	07/03/2024	PROPERTY DAMAGE (Per accident)	\$	
E				BAVQFGTTX011200_130226-02	07/03/2023	07/03/2024		\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	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/A						PER STATUTE		
								OTH-ER	
								E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
	Hangarkeeper's Liability			Policy No's Same as Above	07/03/2023	07/03/2024	Each Aircraft	50,000,000	
							Each Occurrence	50,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: FBO-OKC, PWA; As respects FBO Lease and Operations Agreement with Atlantic Aviation Oklahoma City, Inc. dated 4/28/2010; located on Will Rogers World Airport, 6401 S Portland Ave and respects FBO Lease and Operations Agreement with Trajen Flight Support, LP dba Atlantic Aviation dated 5/16/1988; located on the Wiley Post Airport, 5901 Philip J Rhoads Ave
THE AUTO LIABILITY COVERAGE REFERENCED ABOVE COVERS ON-AIRPORT AUTOS.

CERTIFICATE HOLDER The City of Oklahoma and The Oklahoma City Airport Trust 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 <i>Marsh USA LLC</i>
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: QBE Insurance Corporation (39217)

Automobile Liability

Policy Covers

ON AIRPORT AUTOS - : Y

RESTRICTED AREAS ONLY : Y

Policy Details

Insr Ltr: F (Underwriters at Lloyd's, London)

Policy Number: AVNPN2250161

Eff. Dt. 07/03/2023 Exp. Dt. 07/03/2024

Insr Ltr: G (QBE Insurance Corporation)

Policy Number: 100039267

Eff. Dt. 07/03/2023 Exp. Dt. 07/03/2024

General/Auto Liability (Cont.)

Insurer: Lake National Insurance

Policy Number: ACQM FL-00432-03

Eff Dt. 07/03/2023 Exp Dt. 07/03/2024

Atlantic Aviation Holdings Corporation - Named Insureds

AA Charter Brokerage LLC; AAC Subsidiary, LLC; ACM Property Services, LLC; Actus Aviation, LLC; Air Cape Cod L.L.C.; Air Service Hawaii, Inc.; Alaska Aerofuel, Inc.; ANC AK Holdings, LLC; Apple Bidco, LLC; Atlantic Apple Holdings Corporation; Atlantic Aviation - Eagle LLC; Atlantic Aviation -- Opa Locka LLC; Atlantic Aviation - Oxford LLC; Atlantic Aviation - Salt Lake City LLC; Atlantic Aviation Airports North America Inc.; Atlantic Aviation Airports, LLC; Atlantic Aviation Albuquerque Inc.; Atlantic Aviation Corporation; Atlantic Aviation Executive Holding Corporation; Atlantic Aviation FBO Holdings LLC; Atlantic Aviation FBO Inc.; Atlantic Aviation FBO Inc. - Investment Committee; Atlantic Aviation Flight Support, Inc.; Atlantic Aviation Holdings Corporation; Atlantic Aviation Infrastructure Corporation; Atlantic Aviation Investors, Inc.; Atlantic Aviation IP Holdings LLC; Atlantic Aviation North America 2 Inc.; Atlantic Aviation North America Inc.; Atlantic Aviation of Santa Monica, L.P.; Atlantic Aviation Ohana Corporation; Atlantic Aviation Oklahoma City, Inc.; Atlantic Aviation Oregon FBO Inc.; Atlantic Aviation Oregon General Aviation Services Inc.; Atlantic Aviation Philadelphia, Inc.; Atlantic Aviation Provo Inc.; Atlantic Aviation Stewart LLC; Atlantic Aviation-Boca Raton LLC; Atlantic Aviation-Bridgeport LLC; Atlantic Aviation-Florida LLC; Atlantic Aviation-Kansas City LLC; Atlantic Aviation-Montrose LLC; Atlantic Aviation-Orlando Executive LLC; Atlantic Aviation-Orlando LLC; Atlantic Aviation-St. Augustine LLC; Atlantic Aviation-Steamboat-Hayden LLC; Atlantic Aviation Washington Dulles LLC; Atlantic Aviation-West Palm Beach LLC; Atlantic SMO GP LLC; Atlantic SMO Holdings LLC; Aviation Contract Services, Inc.; Aviation Management Services Ltd.; BASI Holdings, LLC; Blue Heron Aviation, Ltd.; Brainard Airport Services, Inc.; Bridgeport Airport Services, Inc.; Charter Oak Aviation, Inc.; COAI Holdings, LLC; Corporate Wings - CGF, LLC; Corporate Wings-Hopkins, LLC; Eagle Aviation Resources, LTD.; Executive Air Support, Inc.; FAI AK Holdings, LLC; FAT CA Holdings, LLC; FLI Subsidiary, LLC; Flightways of Long Island, Inc.; FXE FBO Investments, LLC; Gaylord TUN Holdings XVII, LLC; Gaylord TUN Holdings, LLC; Gaylord TUN FLB Borrower, LLC; Gaylord TUN Holdings (Alternative), L.P.; Gaylord TUN Holdings II (Alternative), L.P.; Gaylord TUN Holdings II, LLC; Gaylord TUN Holdings III (Alternative), L.P.; Gaylord TUN Holdings III, LLC; Gaylord TUN Holdings IV (Alternative), L.P.; Gaylord TUN Holdings IV, LLC; Gaylord TUN Holdings IX (Alternative), L.P.; Gaylord TUN Holdings IX, LLC; Gaylord TUN Holdings V (Alternative), L.P.; Gaylord TUN Holdings V, LLC; Gaylord TUN Holdings VI (Alternative), L.P.; Gaylord TUN Holdings VI, LLC; Gaylord TUN Holdings VII (Alternative), L.P.; Gaylord TUN Holdings VII, LLC; Gaylord TUN Holdings VIII (Alternative), L.P.; Gaylord TUN Holdings VIII, LLC; Gaylord TUN Holdings X (Alternative), L.P.; Gaylord TUN Holdings X, LLC; General Aviation Holdings, LLC; General Aviation of New Orleans, L.L.C.; General Aviation, L.L.C.; Great Circle Flight Services LLC; HPN NY Holdings, LLC; ILG Avcenter, Inc.; Island Air Ltd.; Jet Center Property Services, LLC; Jet South, LLC; JetSouth, LLC; Keystone Aviation Services, LLC; LGB CA Holdings, LLC; LNK NE Holdings, LLC; LNK NE MRO Holdings, LLC; Lynx FBO Acquisition Parent, LLC; Lynx FBO Anoka, LLC; Lynx FBO Aurora, LLC; Lynx FBO Destin, LLC; Lynx FBO Enterprise, LLC; Lynx FBO Fort Lauderdale, LLC; Lynx FBO Holdings, LLC; Lynx FBO Little Rock, LLC; Lynx FBO Morristown, LLC; Lynx FBO Operating, LLC; Lynx FBO Pittsburgh, LLC; Lynx FBO Providence, LLC; M. AVIATION LTD.; Mercury Air Center - Corpus Christi, Inc.; Mercury Air Center-Addison, Inc.; Mercury Air Center-Bakersfield, Inc.; Mercury Air Center-Birmingham, LLC; Mercury Air Center-Burbank, Inc.; Mercury Air Center-Charleston, LLC; Mercury Air Center-Fresno, Inc.; Mercury Air Center-Ft. Wayne, LLC; Mercury Air Center-Hartsfield, LLC; Mercury Air Center-Hopkins, LLC; Mercury Air Center-Irvine, LLC; Mercury Air Center-Jackson, LLC; Mercury Air Center-Johns Island, LLC; Mercury Air Center-Los Angeles, Inc.; Mercury Air Center-Nashville, LLC; Mercury Air Center-Newport News, LLC; Mercury Air Center-Ontario, Inc.; Mercury Air Center-Peachtree-DeKalb, LLC; Mercury Air Center-Reno, LLC; Mercury Air Centers, Inc.; Mercury Air Center-Santa Barbara, Inc.; Mercury Air Center-Tulsa, LLC; MKC Aviation Fuel, LLC; MLT Development Company (a Texas joint venture formed as a Texas general partnership); MLT GP, LLC; MLT Holding, L.P.; Napa Jet Center, Inc.; Newport FBO Two LLC; Palm Springs FBO Two LLC; Palomar Airport Center LLC; Palomar Airport Fuel LLC; Pro-Air Aviation Maintenance, LLC; RA HAWAII CORPORATION; RA Island Air, LLC; Regal Assets, LLC; Rifle Air, LLC; Rifle Jet Center Maintenance, LLC; Rifle Jet Center, LLC; Ross Aviation Holding Corporation; Ross Aviation Holdings, LLC; Ross Aviation Investment, LLC; Ross Aviation Operations, LLC; Ross Rectrix BAF,



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Atlantic Aviation Holdings Corporation 5201 Tennyson Parkway Suite 150 Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

LLC; Ross Rectrix BED, LLC; Ross Rectrix Holdings, LLC; Ross Rectrix HYA, LLC; Ross Rectrix MRO, LLC; Ross Rectrix ORH, LLC; Ross Rectrix SRQ, LLC; SB Aviation Group, Inc.; SBN Inc.; SDL AZ Holding, LLC; Sierra Aviation, Inc.; SJJC Airline Services, LLC; SJJC Aviation Services, LLC; SJJC FBO Services, LLC; SUA FL Holdings, LLC; Sun Valley Aviation, Inc.; Textar Aviation, LLC; The Corporate Airpark, Inc.; Trajen FBO, LLC; Trajen Flight Support, LP; Trajen Funding, Inc.; Trajen Holdings, Inc.; Trajen Limited, LLC; TRM CA Holdings, LLC; UAO FBO Investments, LLC; W.D. Oates Investments, LLC; Waukeasha Flying Services, Inc.

AS RESPECTS ALL COVERAGES:

IN THE EVENT THE POLICY IS CANCELLED BY THE COMPANY, 30 DAYS NOTICE (10 DAYS IF FOR NON-PAYMENT OF PREMIUM) WILL BE SENT AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED.

AS RESPECTS FBO OPERATIONS:

APPLICABLE TO ALL AIRCRAFT PROPERTY DAMAGE CLAIMS MADE UNDER THIS POLICY. HOWEVER, THIS DEDUCTIBLE DOES NOT APPLY TO CLAIMS MADE UNDER THE PRODUCTS AND COMPLETED OPERATIONS HAZARD.

\$50,000 EACH OCCURRENCE, PASSENGER BAGGAGE: \$500 EACH OCCURRENCE, CARGO: \$1,000 EACH OCCURRENCE

ADDITIONAL INSURED:

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED(S). BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.