



WILL ROGERS WORLD AIRPORT COMPETITION PLAN

***Submitted to Federal Aviation
Administration***

***Prepared on Behalf of
Oklahoma City Department of
Airports***

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Overview

The Oklahoma City Airport Trust (Trust) is a public trust established in 1956 pursuant to Title 60 of the Oklahoma Statutes section 176 et seq., as amended. The beneficiary of the Trust is The City of Oklahoma City (the City). The Trust has entered into a Lease Agreement with the City whereby the City properties, which are used or useful for airport purposes, are leased to the Trust. The Trust is a separate and distinct legal entity from the City but does not have employees. All the necessary staffing and operational needs of the Trust to operate and maintain Will Rogers World Airport (OKC), Wiley Post Airport, and Clarence E. Page Airport are provided by the City's Department of Airports (Airports Department) under the direction of the Director of Airports (Airport Director) who also serves as the Trust's General Manager.

The City's airport system is comprised of one commercial service airport (OKC) and two general aviation airports (Wiley Post Airport and Clarence E. Page Airport). OKC is located in central Oklahoma, approximately 10 miles southwest of downtown Oklahoma City, in Oklahoma and Cleveland Counties on approximately 8,100 acres of land.

OKC has prepared this Competition Plan in accordance with the Wendall H. Ford Aviation Investment and Reform Act for the 21st Century (AR-21), Section 155, and Appendix W of the Airport Improvement Program Handbook, Order 5100.380, Change 1 (AIP Handbook). AR-21 requires submission of a competition plan in order for a new Passenger Facility Charge (PFC) to be approved or a grant to be issued under Airport Improvement Program (AIP) funds for the current fiscal year. This Competition Plan provides information about OKC, its physical properties, facilities use, and how management upholds its commitment to promote expansion by incumbent carriers and access by new entrants.

The Competition Plan's statutory requirements define which airports must file a Competition Plan (Covered Airport). A Covered Airport is defined as "a commercial service airport that (a) has more than 0.25% of the total number of passenger boardings each year at all such airports; and (b) at which one or two air carriers control more than 50% of the passenger boardings." OKC qualifies as a Covered Airport as follows:

- As defined by the Federal Aviation Administration (FAA), a medium hub primary airport enplanes at least 0.25% but less than 1% of nationwide enplanements during the latest calendar year. Based on CY 2020 enplaned passenger levels, OKC is identified by the FAA as a medium hub airport.
- Two of the air carriers at OKC control more than 50% of the enplaned passengers. **Table 1** presents the air carriers serving OKC in CY 2020 and CY 2021, as well as their market share based on enplaned passengers. As shown, OKC has a diverse set of air carriers with no one carrier having more than 36%; however, Southwest Airlines Co. (Southwest) and American Airlines, Inc. (American) had a combined 64.3% of the O&D passengers at OKC in CY 2020.

Table 1 – OKC Airline Market Share

Airline	CY 2020		CY 2021	
	Enplaned Passengers	Market Share	Enplaned Passengers	Market Share
Southwest	344,291	35.4%	543,409	32.6%
American	279,790	28.8%	513,985	30.8%
United	154,645	15.9%	254,313	15.2%
Delta	134,640	13.9%	240,279	14.4%
Allegiant	20,634	2.1%	31,004	1.9%
Alaska	18,642	1.9%	41,763	2.5%
Frontier	17,463	1.8%	32,900	2.0%
Breeze *	0	0.0%	8,757	0.5%
Other	1,215	0.1%	1,559	0.1%
Total	971,320	100.0%	1,667,969	100.0%
Sum of top 2	624,081	64.3%	1,057,394	63.4%

* Breeze began service at OKC in July 2021.

Source: OKC Records

Historically, OKC has provided for new entrant access and expansion by incumbent carriers. The following passenger airlines are the Signatory Airlines at OKC: Alaska Airlines, Inc. (Alaska), American, Breeze Airways (Breeze), Delta Air Lines, Inc. (Delta), Frontier Airlines, Inc. (Frontier), Southwest and United Airlines, Inc. (United). FedEx and UPS are also Signatory Airlines but do not lease any space in the terminal building. Only Allegiant Air, LLC (Allegiant) has opted for Non-Signatory Airline status at OKC.

OKC does not have any slot restrictions, curfews, or other constraints on air operations at OKC. No single air carrier dominates the market at OKC and all gates at OKC are preferential use or common use rather than exclusive use. **Figure 1** presents OKC’s nonstop markets that were announced as of spring 2022. As shown, OKC had service to 25 nonstop destinations via eight air carrier based on air carrier schedules as of March 2022.

Figure 1 – OKC Nonstop Markets



The remainder of the Competition Plan is organized according to Table W-3 of the AIP Handbook.

1. Availability of Gates and Related Facilities

1.1 Number of gates available at the airport by lease arrangement, i.e., exclusive, preferential, or common use, and current allocation of gates.

The passenger terminal at OKC consists of a terminal building and two concourses for a total of 21 aircraft gates. The second level of the central terminal has six gates. The west concourse has 11 gates and the newly opened east concourse has four gates.

As shown in **Table 2**, 18 of the gates at OKC are preferential use gates leased by Signatory Airlines and three are common use gates controlled by the Trust. There are no exclusive use gates at OKC.

Table 2 – OKC Terminal Gates

Airline	Number of Gates	Gate Number	Terminal Location
Alaska	1	2	West
American	4	1, 4, 6, 8	West
Breeze	1	24	Central
Delta	3	26, 28, 30	East
Frontier	1	12	West
Southwest	3	14, 16, 18	Central
United	5	3, 5, 9, 10, 11	West
Total Preferential Use	18		
Common Use*	2	20, 22	Central
Common Use*	1	32	East
Total Common Use	3		
Total Gates	21		

*Common use gates are utilized by Allegiant and charter/itinerant airlines

Source: OKC Records

1.2 Whether any air carriers that have been serving the airport for more than three years are relying exclusively on common use gates.

Allegiant commenced service at OKC in November 2013 as a Non-Signatory with twice weekly flights between OKC and Orlando-Sanford International Airport. Since commencing service, Allegiant has continuously opted not to lease a gate and has signed a Non-Signatory Passenger Airline Use and Operations Agreement (Non-Signatory Agreement). As a Non-Signatory, Allegiant is relying exclusively on a common use gate at its own election and was originally accommodated on the Airport’s common use, Gate 1. On July 1, 2021, Breeze began service at OKC and leased Gate

1 preferentially in order to obtain signatory status. Because Gate 1 was the only available gate at OKC and was being assigned to Breeze for its preferential use, United and Allegiant reached an agreement that permitted Allegiant to use United's preferential use Gate 10 when not in use by United.

OKC recognized the need for additional common use gates and recently completed the terminal expansion and rehabilitation project (Terminal Expansion Project). The Terminal Expansion Project is more fully described in Section 1.12 below. After some shuffling of gates following the completion of the Terminal Expansion Project, Allegiant's Non-Signatory operations are currently being accommodated on the Airport's common use Gate 22. Breeze is now preferentially leasing Gate 24, and American has preferential lease of Gate 1.

1.3 Diagram of Airport's Concourses

A diagram of the OKC concourses is included in **Appendix A**.

1.4 Description of gate use monitoring policies, including any differences in policy at gates subject to PFC Program Assurance #7 (Competitive Access) and samples of gate use monitoring charts, along with a description of how the charts are derived and how they are used by the airport.

OKC does not prepare gate use monitoring charts. Further there are no differences in OKC's policy based on whether a gate is subject to PFC Program Assurance #7. OKC treats all gates as being subject to PFC Program Assurance #7 and all gates are either preferential use or common use.

Common use gates at OKC are directly managed by the Airports Department. If scheduling conflicts exist, the Airport Director determines the use of the common use space based on flight schedules and aircraft type.

1.5 Description of the process for accommodating new service and for service by a new entrant.

Section 4.04 of the Passenger Airline Operating and Lease Agreement (Airline Agreement) between the Trust and certain air carriers operating at OKC provides procedures for the accommodation of new entrants as well as new service by incumbent air carriers. A copy of the current Airline Agreement is included in **Appendix B**.

Section 4.04 of the Airline Agreement establishes the following process:

1. Airport Director determines if new or expanding air carrier can be accommodated on common use facilities.

2. If no common use facilities are available, then a new entrant or expanding air carrier must contact all Signatory Airlines that lease preferential use space at OKC to seek a gate sharing arrangement. The Airline Agreement provides that such air carriers provide a response within 15 days and provide OKC with a copy.
3. In the event that there is no voluntary arrangement for sharing a gate, then the Director can “force” accommodation. The Director will use the following information in determining such forced accommodation:
 - Average number of flights per aircraft parking positions per day
 - Air carrier’s periods of active loading and unloading
 - Other operational considerations

1.6 Description of any instances in which the PFC Program Assurance #7 (Competitive Access) operated to convert previously exclusive use gates to preferential use gates or it caused such gates to become available to other users.

OKC has not converted any previously exclusive use gates to preferential use gates or caused such gates to become available to other users. OKC treats all gates as being subject to PFC Program Assurance #7 and all gates at OKC are either preferential use or common use.

1.7 Policy regarding “recapturing” gates that are not fully used.

OKC does not have a policy regarding “recapturing” gates that are not fully used. Rather OKC would invoke the forced accommodation provisions described in Section 1.5 above in order to accommodate any new entrant or expanding incumbent carrier.

1.8 Gate utilization (departures/gate) per week and month reported for each gate.

Table 3 presents the average daily gate utilization at OKC for April 2022. As shown, the average number of turns per gate at OKC is 2.6. OKC has relatively low utilization per gate and can therefore accommodate new entrants or expanding incumbent carriers.

Table 3 – Gate Utilization

Airline	Number of Gates	Average Flights Per Day	Average Turns Per Gate
Alaska	1	1	1.0
American	4	19	4.8
Breeze	1	0.3	0.3
Delta	3	7.8	2.6
Frontier	1	0.6	0.6
Southwest	3	14.3	4.8
United	5	11.9	2.4
Total Leased	18	54.9	3.1
Common Use*	3	0.5	0.2
Total	21	55.4	2.6

*Reflects Allegiant activity only

Sources: OKC Records and Campbell-Hill

1.9 The circumstances of accommodating a new entrant or expansion during the 12 months preceding filing, including the length of time between initial carrier contact of airport and start of service, the identity of the carriers and how they were accommodated.

Upon air carrier notification of intent to serve or expand, the Department of Airports Land and Property Administrator (Property Administrator) works directly with the air carrier to secure their facility requirements. These requirements are used to determine space allocation. Guidance on space allocation is provided in Section 4.01 of the Airline Agreement.

Table 4 presents the new entrant or expansion of service by an incumbent air carrier that occurred during the 12 months preceding the filing of this Competition Plan (April 2021 to April 2022). All expansions were accommodated within the air carrier’s preferential leased space. Breeze was the only new entrant during this time and became a Signatory Airline through the preferential lease of Gate 1 at OKC. The assignment to Gate 1 was temporary until the Terminal Expansion Project (discussed below in Section 1.12) was completed. Breeze is now leasing Gate 24 preferentially for its flight operations.

Table 4 – New Entrant/Expansion of Service from April 2021 to April 2022

Type of Service	Airline	Route	Initial Carrier Contact Date	Start Date	Length of Time*
Expansion	American	Austin	6/3/21	10/7/21	126
		NY - LaGuardia	3/25/21	11/2/21	222
Expansion	Southwest	Austin	7/19/21	10/7/21	80
		Tampa	6/8/21	9/12/21	96
New Entrant	Breeze **	Nashville	3/1/22	6/3/22	94
		New Orleans	5/21/21	7/15/21	55
		San Antonio		7/15/21	55
		Tampa		7/1/21	41
Expansion	Frontier	Las Vegas	2/17/21	3/1/21	12
Expansion	Delta	NY - LaGuardia	3/9/22	6/6/22	89

*Length of time reflects the number of days from initial carrier contact to start of service.

**Breeze has from time to time notified OKC that it is revising its schedule and that certain flights may not operate as previously scheduled.

Source: OKC Records

Due to the COVID-19 pandemic, several air carriers suspended their routes at OKC. The above table does not include the restoration of routes that existed pre-pandemic to Los Angeles (American), Miami (American), Nashville (Southwest), and Washington-Reagan (American, Southwest). Not all pre-pandemic routes have been restored. Service to Baltimore/Washington (Southwest), Detroit (Delta), Orlando (Frontier), Philadelphia (American), San Francisco (United), and Washington-Dulles (United) have not been restored as of April 2022.

1.10 Resolution of any access complaints by a new entrant or an air carrier seeking to expand service during 12 months preceding the filing, including a description of the process used to resolve the complaint.

No access complaints have been filed with OKC during the 12 months preceding the filing of this Competition Plan.

1.11 Use/lose, or use/share policies and recapture policies for gates and other facilities. If no such policies exist, an explanation of the role, if an under-utilized gates play in accommodating carrier requests for gates must be provided.

The Airline Agreements at OKC expire on June 30, 2024. Gate and other space used by the air carriers will be reevaluated during the negotiation of the new agreement. Section 4.04 of the Airline Agreement sets forth the procedures for accommodation of a

new entrant or expanding incumbent air carrier should the Airport Director not be able to accommodate such new service on a common use gate.

1.12 Plans to make gates and related facilities available to new entrants or to air carriers that want to expand service at the airport and methods of accommodating new gate demand by air carriers at the airport (common use, preferential use, or exclusive use gates).

In 2018, OKC began construction of the Terminal Expansion Project. When construction began, only one of the then-existing 17 gates remained unleased at OKC and that gate was heavily utilized by Allegiant and other itinerant carriers. The Terminal Expansion Project provided for the construction of a four-gate concourse with increased hold room seating and new passenger boarding bridges to increase the total gate count to 21. This expansion resulted in the first new gates at OKC since 2001. The design of the new concourse also provides OKC with the ability to add five additional gates when demand dictates.

As of April 2022 and with the completion of the Terminal Expansion Project, OKC has three common use gates available for use by new entrants or by incumbent air carriers that want to expand service at OKC. Currently, Gates 20, 22 and 32 are common use and not being leased. Allegiant is routinely accommodated on Gate 22 and Gate 32 is typically used for flights diverted to OKC during irregular operations at Dallas/Fort Worth Airport.

1.12 Availability of an airport competitive access liaison for requesting carriers, including new entrants.

The Airport Director has identified its Property Administrator as its competitive access liaison. Any questions, comments and/or requests for dispute resolution about gate availability at OKC can be directed to the Property Administrator at (405) 316-3266.

1.13 Number of aircraft remain overnight (RON) positions available at the airport by lease arrangement, i.e., exclusive, preferential, common use or unassigned, and distribution by carriers. This must include a description of the procedures for monitoring and assigning RON positions and for communicating availability of RON positions to users.

All requests for RON parking at OKC have been accommodated either on a preferential gate or an unassigned off-gate position. Each preferential leased gate may be used as a RON position by the Signatory Airline that leases the gate. In the event that a preferential leased gate is not used as RON, then the Department of Airports Operations Division (Operations Division) may assign another air carrier to utilize such gate for a RON. The common use gates can also be used as a RON position and are assigned by the Operations Division. Given that every Signatory Airline operates on its own gate(s) at OKC, the common use gates are not frequently used for RON parking.

OKC does have off-gate RON parking positions that are used by the air carriers. As OKC does not charge a fee for such off-gate RON parking positions, such positions are handled through an informal process with the Operations Division. Historically, this procedure has worked successfully resulting in all RON needs being met at OKC.

RON parking needs are discussed with all air carriers seeking to begin service at OKC. The Property Administrator advises that any need for RON positions will be accommodated at OKC on a preferential leased gate, a common use gate or an off-gate RON position.

2. Leasing and Subleasing Arrangements

2.1 Whether a subleasing or handling arrangement with incumbent carrier is necessary to obtain access.

While the Airline Agreement (Section 15.01) does permit subleases, currently there are no active subleases in place at OKC. As a result of the recent completion of the Terminal Expansion Project, every air carrier who has requested a leased gate has a leased gate including Breeze, a new entrant. Further there are no handling arrangements with incumbent carriers at OKC. All handling services are provided by third-party vendors as described in Section 2.7 below.

2.2 How the airport assists requesting airlines to obtain a sublease or handling arrangement.

Section 15.01 of the Airline Agreement provides the Trust with the approval of all subleasing arrangements at OKC. As a result, none of the Signatory Airlines may enter into a sublease without the prior written approval of the Trust. If it became necessary for a new entrant or an incumbent air carrier to access facilities through a sublease arrangement, the Property Administrator would actively assist such new entrant to obtain the necessary facilities for its operations.

As no incumbent air carrier currently provides handling services at OKC, there has been no need for the airport to assist an air carrier in obtaining handling services.

2.3 Airport policies for sublease fees levels (e.g., maximum 15% above lease rates), and for oversight of fees, ground/handling arrangements and incumbent schedule adjustments that could affect access to subtenants.

Section 15.02 of the Airline Agreement provides that a Signatory Airline requesting Trust approval of a sublease must provide certain information to the Trust including “the sublease rentals to be charged, with sufficient detail identifying all rentals, fees, and charges, and administrative fees”. Further, Section 15.03 of the Airline Agreement allows a Signatory Airline to charge an administrative fee but caps such fees at 15% of rentals, charges, and fees. Currently there are no active subleases in place at OKC.

2.4 Process by which availability of facilities for sublease or sharing is communicated to other interested carriers and procedures by which sublease or sharing arrangements are processed.

The Property Administrator maintains information regarding available airport facilities and provides such information when an interested air carrier contacts OKC. The Property Administrator would put air carriers in contact with other air carriers for any need to sublease or share space or gates between air carriers. See the response to 1.5 and 2.2 for additional information on sharing and subleasing space.

2.5 Procedures for resolving disputes or complaints among carriers regarding use of airport facilities, including complaints by subtenants about excessive sublease fees or unnecessary bundling of services.

OKC has never had any complaints regarding excessive sublease fees or unnecessary bundling of services. If such a complaint was to be filed with OKC, then the Airport Director would resolve such dispute or complaint.

2.6 Resolution of any disputes over subleasing arrangements in the 12 months preceding filing.

There have been no disputes over subleasing in the 12 months preceding the filing of this Competition Plan. The Property Administrator actively assists both incumbent and new entrant air carriers in gaining access to the necessary facilities.

2.7 Accommodation of independent ground service support contractors, including ground handling, maintenance, fueling, catering or other support services.

Currently, there are three independent ground service contractors (defined in the Airline Agreement as “Third Party Vendor”) who provide above-wing and below-wing services at OKC. An airline may select one of the existing Third Party Vendors or may engage the services of another provider. Prior to providing any services to an air carrier in OKC, all Third Party Vendors receive authorization to provide services through a Revocable Permit with the Airport Director. A Third Party Vendor may lease terminal space directly from the Trust or utilize an airline’s leased space. The Trust does not charge any fees or take a concession fee, other than rent, from such Third Party Vendor for their operations at OKC.

The Trust owns and maintains the fuel storage facilities at OKC. Two fixed base operators, AAR and Atlantic, provide all the fueling services at OKC. A Third Party Vendor may not fuel aircraft. AAR obtains all of its fuel from the airport’s fuel storage facility. Atlantic utilizes the airport’s fuel storage facility but also has its own stand-alone above ground storage tank for aircraft fuel. All air carriers engage one of the two fixed base operators (FBO) to provide fueling services.

2.8 Copies of lease and use agreements in effect at the airport.

A copy of the Signatory Passenger Airline Use and Operations Agreement currently in place at OKC is included in **Appendix B**. A copy of the Non-Signatory Passenger Airline Use and Operations Agreement is included in **Appendix C**.

3. Gate Use Requirement

3.1 Gate use monitoring policy, including schedules for monitoring, basis for monitoring activity (i.e., airline schedules, flight information display systems, etc.), and the process for distributing the product to interested carriers.

The airport does not actively monitor gate utilization as OKC currently has the ability to accommodate new or expanding air carriers on its three common use gates. In the past when OKC had less availability on its common use gates, OKC requested monthly schedules from its air carriers to determine where there was availability on preferential leased gates.

3.2 Requirements for signatory status and identity of signatory carriers.

The Signatory Airline criteria is included in Section 4.01 of the Airline Agreement. As stated in that section, a Signatory Airline must lease a minimum of 2,400 square feet of combined exclusive use space or preferential lease space in the terminal building for each gate leased by a Signatory Airline. The space leased includes gate, concourse operations, ticket counter, and office space. In the event that OKC does not have a gate available for lease, then an air carrier must lease at least 1,200 square feet to become a Signatory Airline and agree to lease a gate if one becomes available.

3.3 Where applicable, minimum use requirements for leases (i.e., frequency of operations, number of seats, etc.).

This is not applicable at OKC as Signatory Airline status is based on square footage as described in Section 3.2 above.

3.4 The priorities, if any, employed to determine carriers that will be accommodated through forced sharing or subleasing arrangements. This must include a description of how these priorities are communicated to interested carriers.

OKC does not have any instances of forced sharing or subleasing arrangements.

3.5 Justifications for any differences in gate use requirements among tenants.

OKC does not have gate use requirements.

3.6 Usage policies for common use gates, including, where applicable, a description of policies for use of common use gates. This must include an explanation of how these priorities are communicated to interested carriers.

The Property Administrator and the Operations Division work together to schedule the use of common use gates at OKC. The use of the common use gate is described in the Airline Agreement as Per Turn Space and in the Non-Signatory as the Combined Per

Turn Use Space. The use of the common gate includes no more than three (3) hours prior to the arrival of a single inbound flight and it includes the use of the Per Turn Space three (3) hours after the departure of a single outbound flight. Once an air carrier is scheduled for use of a common use gate, every effort is made to preserve its scheduled use. However, as a common use gate, it may be made available to any air carrier's operations. The Airline Agreement and the Non-Signatory Agreement describes how common areas of the airport, including gates, may be used by all air carriers.

The Property Administrator communicates the policies and availability of common use gates to interested carriers.

3.7 Methods for calculating rental rates or fees for leased and common use space. This must include an explanation of the basis for disparities in rental fees for common use versus leased gates.

Article 5 of the Airline Agreement describes the method for the calculation of the rents, fees and charges of the Signatory Airlines and Exhibit G to the Airline Agreement presents the tables for calculating rental rates and fees. A copy of the current rates and charges at OKC are included in **Appendix D** to this Competition Plan and are discussed as follows:

Terminal Building Rental Rate: The Terminal Building Rental Rate is presented in Exhibit G-4 of the Airline Agreement and is calculated as follows:

	Direct and Indirect Terminal Operating Expenses
Plus	Depreciation
Plus	Debt Service
Minus	Cost of Passenger Boarding Bridges
<u>Minus</u>	<u>Maintenance of Checked Baggage System</u>
=	Total Terminal Requirement
<u>Divided by</u>	<u>Total Weighted Square Footage</u>
=	Terminal Building Rental Rate

The Terminal Building Rental Rate is used to calculate the Joint Use Fees, the Per Turn Rate for Signatories, Combined Turn Rate for Non-Signatory, and the Non-Signatory Terminal Building Rental Rate.

Gate Use (Per Turn) Fee: The Airport Gate Use Per Turn Fees or Per Turn Rate is presented in Exhibit G-4 of the Airline Agreement. The Per Turn Rate is paid by any Signatory Airline only when temporarily using a common use gate and includes their use of a departure gate and passenger boarding bridge that the airline does not lease.

Joint Use Fees: The Joint Use Fee is presented in Exhibit G-5 of the Airline Agreement. The total Joint Use Space (Baggage Claim Area, Baggage Make-up, Tug Drive, Outbound Baggage Systems and Security Checkpoint) is multiplied by the

appropriate weighted Terminal Building Rental Rate to determine the Joint Use Requirement. The Joint Use Requirement is then allocated 80% based on total enplanements and 20% equally among all the Signatory Airlines.

Non-Signatory Combined Turn Fee and Non-Signatory Terminal Rental Rates:

The Non-Signatory Combined Per Turn Use Rates and Non-Signatory Terminal Building Rental Rates are presented in Exhibit H of the Airline Agreement and Exhibit E of the Non-Signatory Agreement.

Non-Signatory airlines pay a Combined Turn Fee based on a Combined Per Turn Rate for the non-preferential use of Combined Per Turn Use Space. This rate is a blended flat fee that is based on the Per Turn Rate and Joint Use Rate paid by Signatory Airlines, but instead for the Non-Signatory's temporary use of the Per Turn and Joint Use Spaces along with some limited use of Ticket Counter Space. The Combined Turn Fee Rate is calculated on the Signatory Terminal Rental Rates, Per Turn Rates, and Joint Use Fees plus a 20% premium.

Non-Signatory airlines are not required to lease any space but may elect to just pay the Combined Turn Fee for each flight. Non-Signatory Airlines have the option to preferentially lease certain types of space in the terminal but do so at the Signatory Terminal Rental Rates plus a 20% premium.

Other than the premium paid by Non-Signatory Airlines, there is no significant disparities in fees between a leased gate and a common use gate. All rents and fees for gates at OKC are based on the Terminal Building Rental Rate.

4. Gate-Assignment Policy

4.1 Gate assignment policy and method of informing existing carriers and new entrants of this policy. This must include standards and guidelines for gate usage and leasing, such as security deposits, minimum usage, if any, fees, terms, master agreements, signatory and non-signatory requirements.

Pursuant to Article 2 of the Airline Agreement, preferential use gates are leased through June 30, 2024 which is the expiration date of the Airline Agreement. An air carrier has priority scheduling rights on its preferential use gates during periods of active loading and unloading. Airport controlled common use gates are available to all air carriers (Signatory Airlines, Non-Signatory Airlines and itinerants such as charters as well as for irregular operation including diversions). Scheduling of common use gates is coordinated by the Property Administrator and the Operations Division.

When a new entrant contacts OKC, the gate assignment process is verbally communicated, and a copy of the Airline Agreement is provided which contains all the necessary information such as security deposits (Article 7) and fee calculations (Article 5).

4.2 Method of announcing to tenant carriers when gates become available. The description must discuss whether all tenant air carriers receive information on gate availability and terms and conditions by the same process at the same time.

The Property Administrator provides information to all tenant carriers on a regular basis through monthly stakeholder meetings. If a gate becomes available for lease, the Property Administrator would provide information first to an air carrier who is waiting for a gate in order to fulfill the minimum Signatory requirements and then to others at such stakeholder meeting.

4.3 Method of announcing to non-tenant carriers, including both those operating at the airport and those that have expressed an interest in initiating service, when gates become available, and policies on assigning remain overnight (RON) positions and how RON position availability announcements are made.

The OKC stakeholder meetings are attended by all tenant and non-tenant carriers so any gate and RON availability announcements would be made to all air carriers at OKC simultaneously. The Property Administrator is in regular contact with all air carriers who have expressed an interest in initiating service at OKC and includes gate and RON availability information as part of its outreach.

5. Financial Constraints

5.1 The major source of revenue at the airport for terminal projects.

The plan of finance for the Terminal Expansion Project used PFC revenues and Trust funds to repay the debt service associated with the bond issuance for that project.

5.2 Rates and charges methodology (residual, compensatory, or hybrid).

Article 5 of the Airline Agreement describes the method for the calculation of the rents, fees, and charges of the Signatory Airlines for the right to operate and use the airfield and terminal building at OKC, both of which are compensatory rate-setting methodologies. Under the compensatory rate-setting formula, total O&M expenses, depreciation on non-bond funded projects, and debt service requirements on bond-funded projects are combined to determine the amount of the Signatory Airline rentals and fees to be paid.

5.3 Past use, if any, of PFCs for gates and related terminal projects.

The Trust has used PFC revenues to fund gates and related terminal projects. The following is a summary of the PFC approvals at OKC and whether gates or related terminal projects were included in the approval.

- PFC 97-01-C-00-OKC was approved primarily to fund airfield improvements but did include some terminal improvement projects as well as a security access system project.
- PFC 99-02-C-00-OKC had no terminal projects.
- PFC 00-03-C-00-OKC was approved to fund the payment of debt service associated with the Terminal Expansion Project completed in 2006.
- PFC 11-04-00-OKC was approved to fund a checked baggage inspection system on a pay-as-you-go basis.
- PFC 17-05-C-00-OKC was approved to fund the payment of debt associated with two projects: (1) Terminal Expansion Project completed in 2022, and (2) the Terminal Rehabilitation Project.

5.4 Availability of discretionary income for airport capital improvement projects.

OKC uses Trust Funds to finance a portion of its airport capital improvement program. In the current Airport Capital Improvement Plan (ACIP) on file with the FAA, OKC intends to use \$35.4 million of Trust Funds to cover 40% of its ACIP.

6. Airport Controls Over Air and Ground-side Capacity

6.1 Majority-in-Interest (MII) clauses or no further rates and charges clauses covering groundside and airside projects.

The Airline Agreement at OKC does not require the Trust to seek MII approval for proposed capital improvements from the Signatory Airlines.

6.2 Any capital construction projects that have been delayed or prevented because an MII was invoked.

Not applicable as OKC does not have an MII clause.

6.3 Plans, if any, to modify existing MII agreements.

OKC has no plans to implement an MII clause in any future airline agreements.

7. Whether the Airport Intends to Build or Acquire Gates that would be Used for Common Facilities.

7.1 The number of common use gates that the airport intends to build or acquire and the timeline for completing the process of acquisition or construction. This must include a description of the intended financing arrangements for those common use gates, and whether the gates will be constructed in conjunction with preferential or exclusive use gates.

There are no exclusive use gates at OKC and there is no intent to build such gates at OKC. The airport recently completed a Terminal Expansion Project that provided OKC with four additional gates. Of the 21 gates at OKC, three are common use gates. It is the intention of OKC to maintain at least one common use gate at OKC to accommodate growth from new entrants or expanding incumbent air carriers. The recent Terminal Expansion Project was designed so that up to five additional gates could be constructed when demand dictates the need for these additional gates.

7.2 Whether common use gates will be constructed in conjunction with gates leased though exclusive or preferential use arrangements.

As evidenced by the recent Terminal Expansion Project, OKC included common use gates in conjunction with its preferential use gate construction.

7.3 Whether gates being used for international service are available for domestic service.

OKC does not currently have international service. All gates at OKC are used for domestic service. Gate 32 was designed and constructed to serve as an international gate should international service commence at OKC; however, the necessary Federal Inspection Services Facilities would need to be constructed before international service can be accommodated.

7.4 Whether air carriers that only serve domestic markets now operate from international gates. This must include a description and explanation of any disparity in their terminal rentals versus domestic terminal rentals.

Gate 32 at OKC could accommodate international service in the future; however, it is currently being used as a domestic common use gate. The Terminal Building Rental Rate on that gate is the same as the other common use gates at OKC.

PER 49 USC Section 47107(A)(15), THE METHOD FOR MAKING COMPETITION PLAN AVAILABLE TO THE PUBLIC.

Once approved by the FAA, OKC will publish the Airport Competition Plan at the following URL: <https://flyokc.com/current-projects>.

Appendix A – Diagram of OKC Terminal Complex

Will Rogers World Airport Terminal Complex



Gate Assignment Legend

- American (Gates 1, 4, 6, 8)
- Alaska (Gate 2)
- United (Gates 3, 5, 9, 10, 11)
- Frontier (Gate 12)
- Southwest (Gates 14, 16, 18)
- DCA/Divert (Gates 20, 22, 32 - International)
- Breeze (Gate 24)
- Delta (Gates 26, 28, 30)

Appendix B – Signatory Passenger Airline Operating and Lease Agreement

Signatory Passenger Airline Use and Operations Agreement

_____ Airlines

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Passenger Airline Use and Operations Agreement for Signatory Carriers

This Passenger Airline Use and Operations Agreement (Agreement) was made and entered into this ____ day of _____, 2019, by and between the Trustees of the Oklahoma City Airport Trust (Lessor), and _____, (Lessee),

WITNESSETH:

For and in consideration of the mutual obligations, covenants, agreements, and recitals hereinafter set forth, Lessor and Lessee agree as follows, to wit:

ARTICLE 1. RECITALS AND DEFINITIONS

1.01 Recitals

- A. Lessor leases, operates and maintains the Will Rogers World Airport located in Oklahoma County, Oklahoma for the sole benefit of the City of Oklahoma City (City);
- B. Lessee is engaged in the business of air transportation with respect to persons, property, cargo, and/or mail;
- C. Lessor desires to establish rates and charges and define terms and conditions for air transportation companies engaging in business at Airport; and
- D. Lessee desires to lease certain premises and facilities and to have certain rights, licenses, services, and privileges on and in connection with the Airport, and Lessor is willing to lease such premises and grant such rights to Lessee upon the terms and conditions hereinafter set forth.

1.02 Definitions

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used elsewhere in this Agreement:

- A. “Active Loading” shall mean the period of time that commences forty-five (45) minutes prior to the scheduled departure time and expires fifteen (15) minutes after the scheduled departure time of the aircraft.
- B. “Active Unloading” shall mean the period of time that commences thirty (30) minutes prior to the scheduled arrival time of an aircraft and expires forty-five (45) minutes after the scheduled arrival time.
- C. “Affiliating Company” shall mean any Air Transportation Company that operates under essentially the same trade name as the Lessee or uses essentially the same livery as the Lessee when operating at the Airport on behalf of Lessee. Before being considered an Affiliating Company to a Lessee, Lessee must provide an Affiliating Company Notification in the form of Exhibit A executed by both the Lessee and the Air Transportation Company to be affiliated with Lessee, and Lessee must request Exhibit A be included with the Agreement. An Affiliating Company shall be neither a Signatory Airline nor a Non-Signatory Airline when operating for the Lessee at the Airport.

- D. "Airfield Area" shall mean areas and facilities provided for the landing, takeoff, and taxiing of aircraft, including all runways, taxiways, Apron, aircraft approaches and clear zones, roadways accessing the airfield and aviation easements and other related support facilities.
- E. "Airfield Area Expenses and Costs" shall mean the annual Expenses, including direct and indirect expenses, and fund deposits if any, Depreciation, and Debt Service as well as interest associated with funding of Assets, which are directly traceable or allocable to the Airfield Area.
- F. "Airport" shall mean Will Rogers World Airport leased by the Oklahoma City Airport Trust from and for the benefit of the City, and all additions, expansions, and improvements thereto.
- G. "Airport Gate Use Per Turn Fees" means the fees described in Section 5.06 hereof.
- H. "Air Transportation Business" shall mean the business of scheduled or non-scheduled commercial transportation by air of persons, property, cargo, express mail, or mail.
- I. "Air Transportation Company" shall mean any person, firm, or corporation engaged in Air Transportation Business.
- J. "Airport Fuel Storage Facilities" shall mean all the fuel storage facilities located on the Airport that are owned and maintained by the Trust.
- K. "Apron" shall mean the areas identified on Exhibit D, as the same may be amended from time to time, at the passenger Terminal Building of the Airport utilized for the temporary parking, servicing, and ground handling of aircraft.
- L. "Asset" shall mean and include any facility, property, land, or equipment acquired, purchased, constructed, reconstructed, renovated, or repaired in order to improve, extend, enlarge, develop, or maintain the Airport or any designated portion thereof. The term "Asset" shall include, without limiting the generality thereof, any plans and specifications, surveys, estimates of cost and of revenues, engineering, and legal services, and other matters necessary or incidental to determining the feasibility or practicality of such acquisition, purchase, construction, reconstruction, renovation, or repair.
- M. "Baggage System" shall mean the Baggage Claim Area, Baggage Make-up, Tug Drive, Outbound Baggage Systems, and related premises and facilities as designated by the Director for Lessee's joint use with other CPACs.
- N. "Bond Indenture" shall mean the Bond Indenture by and between the Trustees of the Oklahoma City Airport Trust and the Trust bank, dated April 1, 1956, as now or hereafter amended and supplemented.
- O. "Combined Per Turn Rate" shall mean the fee paid by Non-Signatory Airlines for each gate use of the Combined Per Turn Use Space as set forth on Exhibit H. Only one aircraft may be accommodated on a single use of Combined Per Turn Use Space. If multiple aircraft use the same Departure Gate, even if during the same

three (3) hours prior to the departure of an outbound flight and three (3) hours after the arrival of an inbound flight, each aircraft pays a separate Combined Per Turn Rate. Combined Per Turn Use Rate is shown on Exhibit H and utilized to calculate the Combined Per Turn Gate Usage Fee on Exhibit I.

- P. "Combined Per Turn Use Space" shall mean certain space at the locations designated in writing by the Director of Airports, as available for use for each Non-Signatory Airline's gate turn for a scheduled flight. Such Combined Per Turn Use Space includes the use of Per Turn Space along with the use of Joint Use Space, and limited use of Ticket Counter Space or other designated areas if available and as agreed to by the Director. The use of such Combined Per Turn Use Space shall be upon written confirmation by the Director of Airports and shall be for no more than three (3) hours prior to the departure of an outbound flight and three (3) hours after the arrival of an inbound flight.
- Q. "Commercial Passenger Air Carrier" or "CPAC" shall mean any person, firm, or corporation: (i) engaging in the business of providing transportation by air of persons, and may, in addition, provide cargo, mail, or express mail; (ii) conducting flight operations at the Airport Terminal Building; and (iii) possessing an appropriate license or certificate issued under Part 121 or Part 135 of the Federal Aviation Regulations.
- R. "Cost Centers" shall mean those areas or functional activities at the Airport established by the Lessor for accounting for revenues, expenses, and capital charges as identified in Section 5.02 of this Agreement.
- S. "Debt Service" shall have the meaning set forth in the Bond Indenture.
- T. "Deicing Area(s)" shall mean those areas designated from time to time by the Director of Airports for the deicing of Lessee's aircraft as set forth in the Airport's Deicing Policy.
- U. "Deicing" or "Deicing Services" shall mean those services performed to remove or to prevent ice from forming on aircraft owned or operated by the Lessee or its Affiliating Companies or for the benefit of Lessee or Lessee's Affiliating Companies, whether services are performed by Lessee, another Signatory Airline, a Third Party Vendor, or a Fixed Base Operator.
- V. "Departure Gate" shall mean a Concourse Area - Departure Gate with all associated second floor hold room space and Apron as designated by the Director.
- W. "Deplaned Passengers" shall mean disembarking revenue and non-revenue passengers at the Terminal Building.
- X. "Depreciation" shall mean a reduction in value, calculated by dividing the cost of an asset divided by the useful life of said asset; provided, however, for the purposes of this Agreement there shall be deducted from the cost of any specific asset the amount of any share of the cost of such asset received by the Lessor and/or the City pursuant to: (i) a federal grant for the funding of such specific asset under the terms and provisions of the Federal Airport Improvement Program (AIP); (ii) a state grant for the funding of such specific asset; and (iii) funds collected by

passenger airlines and remitted to the Airport as Passenger Facility Charges (PFCs). Depreciation shall exclude any asset where costs are being recovered through Debt Service charges.

- Y. "Director of Airports" or "Director" shall mean the person designated by the Oklahoma City Airport Trust to exercise certain functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Agreement. Said term shall also include any person expressly delegated by the Director to exercise functions with respect to the rights and obligations of the Director under this Agreement.
- Z. "Enplaned Passengers" shall mean all embarking and connecting revenue and non-revenue passengers at the Terminal Building. Diverted passengers re-embarking on the same plane are not considered Enplaned Passengers.
- AA. "Exclusive Use Space" shall mean those areas leased exclusively to the Lessee including First Floor Bag Office, Second Floor Office and Concourse Operations – A/C. Lessee's Exclusive Use Space in the Terminal Building is depicted on Exhibit D, attached hereto.
- BB. "Expenses" shall mean the normal and reasonable expenses, both direct and indirect, incurred by the Lessor or the City to maintain, operate, and administer the Airport or any designated portion thereof.
- CC. "FAA" shall mean the Federal Aviation Administration of the United States Government, or any Federal agency succeeding to its jurisdiction.
- DD. "Fiscal Year" shall mean the twelve-month period commencing on July 1 of any calendar year and ending on June 30 of the succeeding calendar year.
- EE. "Fixed Base Operator" or "FBO" shall mean a commercial entity which has entered into an agreement with the Lessor to provide certain aeronautical services outlined in such agreement for Air Transportation Businesses and to the public at the Airport.
- FF. "Revocable Permit" shall mean the separate revocable permit, and any successor permits or agreements (other than this Agreement) in existence as of the date hereof, if any, that identifies the rights and obligations of Lessee or Lessee's Fueling Contractor to fuel aircraft at the Airport for the Lessee.
- GG. "Fuel Services" shall mean the into plane fueling of aircraft or the fueling of ground service equipment of the Lessee.
- HH. "Fueling Contractor" shall mean an FBO who engages in Fuel Services by i.) obtaining fuel from the Airport Fuel Storage Facilities or ii.) operating its own fueling facilities at the Airport.
- II. "Joint Use Fee" shall mean the annual fee paid monthly for the Lessee's use of Joint Use Space as shown on Exhibit G-5.

- JJ. "Joint Use Space" shall mean those areas in the Terminal Building that are used by Lessee by two or more CPACs, including the Baggage System and Security Checkpoint area(s). For purposes of calculating rentals, fees, and charges hereunder, such Joint Use Space shall not be deemed rented space or Lessee's Leased Premises and no leasehold interests shall accrue to or be acquired by any authorized user thereof.
- KK. "Landing Fees" means the monthly charges set forth in Section 5.05 hereof.
- LL. "Lease Term" shall mean term of this Agreement as delineated in Article 2 hereof.
- MM. "Leased Premises" shall mean those areas leased by Lessee pursuant to this Agreement, depicted on Exhibit D, and shall include those designated areas that are Exclusive Use Space or Preferential Use Space.
- NN. "Lessor-Retained Terminal Building Space" shall mean any Second Floor Counter Space, First Floor Bag Office, Second Floor Offices, Concourse Area - Departure Gate, Concourse Operations – A/C that Lessor has determined to retain and participate in costs for said spaces to the same extent as the Signatory Airlines.
- OO. "Maximum Approved Landing Weight" shall mean the maximum weight at which each aircraft operated by Lessee is authorized by the FAA to land, as recited in Lessee's or other CPAC's flight manual governing that aircraft.
- PP. "Non-Signatory Airline" shall mean any CPAC using the Airport that is not a signatory to the Passenger Airline Use and Operations Agreement for Signatory Carriers.
- QQ. "Parking Space" shall mean adequate and clearly designated vehicular parking spaces near the Terminal Building for use of Lessee's employees, in common with others entitled to such use and to be designated by Lessor through the Director of Airports.
- RR. "Passenger Boarding Bridge" means any passenger boarding bridge serving aircraft at the Terminal Building.
- SS. "Passenger Boarding Bridge Fee" means the fees described in Section 5.07 hereof.
- TT. "Passenger Facility Charge" or "PFC" shall mean a charge made pursuant to 14 C.F.R. Part 158, Passenger Facility Charges.
- UU. "Personal Property" shall mean those trade fixtures, equipment, inventory, furniture, or supplies owned by Lessee or leased by Lessee from a party other than Lessor and installed or used at the Airport in the conduct of Lessee's Air Transportation Business that are removable without substantial or permanent injury or damage to the Leased Premises.
- VV. "Preferential Use" shall mean the priority scheduling rights given to Airline on its Leased Premises during periods of Active Loading and Active Unloading.

- WW. "Preferential Use Space" shall include Ticket Counter Space, Departure Gate, Passenger Boarding Bridge owned by the Lessor and designated for Preferential Use, and all facilities, improvements, equipment that have been or may hereafter be provided by the Lessor for use in connection with such space. Lessee's Preferential Use Space is depicted on Exhibit D, attached hereto.
- XX. "Per Turn Rate" shall mean the Lessee's or other Signatory Airline's rate for the incremental use of Per Turn Space. The Per Turn Rate does not include the use of other areas of the Airport, including but not limited to, Joint Use Space, Ticket Counter Space or Concourse Operations- A/C Space. Per Turn Rate is identified on Exhibit G-4. Only one aircraft may be accommodated on a single use of Per Turn Space. If multiple aircraft use the same Departure Gate, even if during the same three (3) hours prior to the arrival of a single inbound flight and three (3) hours after the departure of a single outbound flight, then each aircraft pays a separate Per Turn Rate for the use of the Departure Gate. Per Turn Rate is used to calculate the Airport Gate Usage Fee on Exhibit I.
- YY. "Per Turn Space" shall mean the use of a Departure Gate and Passenger Boarding Bridge that is not currently leased by the Lessee. The use of such Per Turn Space shall be upon written confirmation by the Director of Airports and shall include the use of such Per Turn Space no more than three (3) hours prior to the arrival of a single inbound flight and three (3) hours after the departure of a single outbound flight.
- ZZ. "Public Area - Extended Counter" shall mean the area that extends 20 feet in front of Lessee's Second Floor Counter Space for the same length as Lessee's Second Floor Counter Space.
- AAA. "Revenue Landing" shall mean an aircraft landing at the Airport in conjunction with a flight operated by any Air Transportation Company for which such Air Transportation Company makes a charge or from which revenue is derived for the transportation by air of any or all of persons, property, and cargo (express or mail); but "Revenue Landing" shall not include any landing of an aircraft which, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions or mechanical, emergency, precautionary, or other similar operating reasons.
- BBB. "Signatory Airline" shall mean any CPAC that has signed the Airport's Passenger Airline Use and Operations Agreement for Signatory Carriers.
- CCC. "Signatory Airline/Cargo Operations Fuel Flowage Fee" shall mean the fuel flowage fee rate as established by the Trust applicable to all Signatory Airlines, an Affiliating Company of a Signatory Airline, or a signatory cargo operator.
- DDD. "Terminal Building" shall mean the passenger terminal building, as expanded, at the Airport serving the traveling public, but does not include the General Aviation Terminal Building.
- EEE. "Terminal Building Rental Fees" shall mean the rental fees paid for the leasing and use of all Exclusive Use Space or Preferential Use Space.

- FFF. "Terminal Expenses and Costs" shall mean the net amount of annual Operating Expenses, Airline Build Out, Depreciation, and Debt Service net of PFC fees as well as interest and amortization associated with funding of Assets, which are directly traceable or allocable to the Terminal Building.
- GGG. "Third Party Vendor" shall mean the person or entity, excluding one of Lessee's Affiliating Companies, with whom Lessee enters into a contractual or other type of relationship to perform the rights and obligations contained in this Agreement with regard to above-wing services, which may include passenger check-in, baggage services, wheelchair services and aircraft boarding, and/or below-wing services, which may include aircraft and ramp services, baggage and freight handling, aircraft towing, lavatory and water servicing, aircraft cleaning, catering and deicing. Third Party Vendors may not perform any Fueling Services at the Airport. Third Party Vendors are required to enter into an agreement with Lessor to address services to be rendered on Airport property. For purposes of this Agreement, neither another Signatory Airline nor a Fixed Base Operator are Third Party Vendors.
- HHH. "Ticket Counter Space" shall mean the Second Floor Counter Space and Public Area - Extended Counter as designated by the Director.

1.03 Interpretation

- A. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement and to the same articles, sections, and exhibits of each of the other Signatory Passenger Airline Use and Operations Agreements, unless otherwise specified.
- B. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Agreement refer to this Agreement.
- C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- E. Words importing the singular shall include the plural and vice versa.
- F. Capitalized words or terms other than section or article headings and names of persons are technical and pertain strictly to this Agreement and are defined in Section 1.02 above.

1.04 Incorporation of Exhibits

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

- | | | |
|-----------|---|----------------------------------|
| Exhibit A | - | Affiliating Company Notification |
| Exhibit B | - | Local Contact Form |
| Exhibit C | - | Certificate of Insurance |

- Exhibit D - Lessee's Leased Premises
- Exhibit E - Maintenance Matrix
- Exhibit F - CPAC Guidelines
- Exhibit G - Rates and Charges
- Exhibit H - Combined Use Turn Fee/Terminal Rental Rates Non-Signatory
- Exhibit I - Monthly Report of Actual Airlines Statistics and Self-Invoicing Form for Signatory Airlines and Affiliating Companies to Signatory Airlines

ARTICLE 2. TERM

The term of this Agreement shall commence July 1, 2019 and shall continue thereafter for a period of five (5) Fiscal Years unless sooner terminated as hereinafter set forth. Unless otherwise provided herein, this Agreement shall not create any right, privilege or option to extend this Agreement beyond the term stated herein. If an extension of this agreement or a replacement hereof is not in effect by the expiration of the term herein, the parties may agree to holdover pursuant to paragraph 28.13. Lessor acknowledges that should Lessee not desire to holdover beyond the initial five (5) Fiscal Year period, Lessee shall have no further obligations under this Agreement except those that accrue prior to the termination or expiration of this Agreement.

ARTICLE 3. USE OF AIRPORT

3.01 Lessee Rights and Privileges

Lessor does hereby grant to Lessee the nonexclusive use of the Airport in compliance with applicable local, state, and federal laws and regulations. In this connection, the Lessee shall be entitled to the use, jointly with others entitled to such use, of the Airport and appurtenances, including areas other than areas leased exclusively and preferentially to others and facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport for common use, including, without limiting the generality hereof, the public areas of the Terminal Building and the Airfield Area for the sole purpose of conducting Lessee's Air Transportation Business. Lessee shall provide information contained in Exhibit B and shall update such information as necessary to keep said information current. Lessee's local designated representatives shall be responsible for providing updated information for Exhibit B to the Lessor.

Lessee shall be permitted to operate an Air Transportation Business, including all activities reasonably necessary or incidental to such operation, without limiting the generality hereof, provided such activities do not interfere with the operations of the Airport or another Airport tenant and are consistent with this Agreement. Permitted activities include the following:

- A. To land, take off, fly over, taxi, push, tow, load, and unload aircraft passengers, property, and other equipment used by Lessee in its conduct of an Air Transportation Business.
- B. To sell air transportation tickets and services and process Lessee's passengers and their baggage for air travel; to sell, handle, and provide mail, freight, and package express services for the Lessee's customers; to provide skycap services and wheelchair pushers/assistance; to provide lost baggage services for the Lessee's passengers; to provide security screening services so long as the services meet the requirements of the Transportation Security Administration

(TSA), Department of Homeland Security (DHS), Department of Transportation (DOT), the Federal Aviation Administration (FAA), and every other duly constituted authority with jurisdiction of the matter, unless the TSA, DHS, DOT, or FAA provides such services; and to provide ground services and activities in connection with the Lessee's air transportation system.

- C. To load and unload its passengers, their baggage, cargo, mail, food, beverages or other supplies at the Departure Gate(s) leased to Lessee by Lessor including the operation of Lessor-owned Passenger Boarding Bridge(s) to load and unload passengers.
- D. To temporarily repair, maintain, condition, service, test, or park aircraft or aircraft-related equipment operated by Lessee or any other Air Transportation Company in areas designated by the Director of Airports, subject to the provisions of Article 27.
- E. To buy, sell, lease, transfer, dispose, or exchange Lessee's engines, accessories, and other equipment or supplies; provided that such right shall not be construed to permit Lessee to accumulate or store used equipment at the Airport.
- F. To fuel Lessee's or Lessee's Affiliating Company's aircraft or other equipment subject to the provisions of Article 27 and 29.
- G. To employ and to train personnel employed by the Lessee or its Third Party Vendor at the Airport in the operation of the Lessee's Air Transportation Business.
- H. To install and maintain, in the Lessee's Exclusive and Preferential Use Space identifying signs, posters, displays, and other similar materials which promote Lessee's brand or advertise the services offered by the Lessee to the traveling public, consistent with the Lessor's rules and regulations and orders except such advertisement or promotional material may not be installed or maintained inside the Passenger Boarding Bridge, on the exterior of the Terminal Building or Apron, and the public side of the Baggage Claim Areas. All such signs, posters, displays, and other similar materials must be approved in writing by the Director prior to use at the Airport, and such approval shall not be unreasonably withheld, conditioned or delayed.
- I. To install, maintain, and operate, at no cost to the Lessor, alone or in conjunction with any other Signatory Airline, Lessee owned self-service passenger ticketing kiosks applicable to Lessee's Air Transportation Business on the Lessee's Premises, provided that such installations shall be subject to the prior written approval of the Lessor.
- J. To operate and use, in conjunction with others authorized by the Lessor, only those public address communication systems between suitable locations as have been designed and constructed as a part of the Terminal Building.
- K. To install, maintain, and operate security devices, equipment, computers, administrative or operations office furniture and equipment, and Personal Property, in the Lessee's Exclusive Use Space and Preferential Use Space.

- L. To construct modifications, finishes, and improvements in the Lessee's Preferential Use Space and Exclusive Use Space subject to the provisions of Article 11 herein.
- M. To have ingress to and egress from the Airport and the Lessee's Leased Premises and the Joint Use Areas for the Lessee's officers, employees, agents, contractors, subcontractors and any sub-tier thereof, and Third Party Vendors, including furnishers of services and supplies; provided, however, that any oral or written contract or other agreement between the Lessee and any person or entity shall have the rights of ingress and egress provided for herein only so long as they shall strictly observe and comply with all present and future Federal, state, or local statutes, ordinances, regulations, and standard rules now or hereafter applicable to or governing the use and occupancy of the Airport, including by way of illustration and not of limitation, all general rules and regulations promulgated from time to time by the Director of Airports in connection with the administration of the Airport.
- N. To install wi-fi, network, telephone, communications, meteorological, and aerial navigation equipment and such similar devices and conduit in the Lessee's Exclusive Use Space and Preferential Use Space that are not accessible to the general public subject to paragraph 10.03 (E), with the prior written approval of the Director of Airports, which approval shall not be unreasonably withheld, conditioned, or delayed.
- O. To affix in a designated location curbside check-in counters as are reasonably necessary for Lessee's Air Transportation Business. The prior written approval of the Director of Airports shall be required as to the design, number, and location of Lessee's curbside check-in ticket counters, which approval shall not be unreasonably withheld, conditioned or delayed.
- P. [Intentionally omitted.]
- Q. To contract for the provision of ground handling services through a Third Party Vendor for operations and activities related to the ticketing and loading/unloading of passengers, or the maintenance and ground handling of aircraft in connection with Lessee's Air Transportation Business at the Airport. Lessee may provide ground handling services on behalf of any other Air Transportation Company having a Passenger Airline Use and Operations Agreement provided that the Lessee is conducting its own Air Transportation Business at the Airport and performing such services and activities for its own behalf. All services and activities conducted by a Third Party Vendor on the Airport are subject to the approval of the Director of Airports, which approval shall not be unreasonably withheld, conditioned or delayed and the Director may require any Third Party Vendor to have an agreement with the Airport for any activities conducted on the Airport. A Third Party Vendor may provide, without limitation, above-wing services, including but not limited to passenger check-in, baggage services, wheelchair services and aircraft boarding assistance, and below-wing services, including but not limited to aircraft and ramp services, baggage and freight handling, aircraft towing, lavatory and water servicing, aircraft cleaning, catering and deicing. An Affiliating Company may only provide the services described in this paragraph for aircraft owned and operated by the Affiliating Company or Lessee.

Lessee's request to the Director of Airports described herein to perform services for another Air Transportation Company or to have the services performed for Lessee through a Third Party Vendor shall be in advance and in writing, which shall include detailed information of the proposed activities, including a description of the type and extent of services to be provided. The foregoing notwithstanding, no approval of the Director of Airports shall be required with respect to the performance by the Lessee of ground services and activities in connection with air transportation operations at the Airport conducted by any other Air Transportation Company on a non-scheduled basis or on behalf of its Affiliating Companies. No such ground handling agreement with a Third Party Vendor shall release Lessee from its obligations to report activity and pay the rentals and fees provided in Article 5 herein for any Air Transportation Company not having an agreement with the Lessor to pay rentals and fees directly to the Lessor. In the event Lessee elects to subcontract for services from a Third Party Vendor for the operations of Lessee's Air Transportation Business, Lessee's Third Party Vendor shall be subject to the terms of this Agreement.

- R. To cooperate with Lessor in complying with all regulations relating to Airport security that are applicable to Lessee or its operations at the Airport. Lessee shall control Lessee's Exclusive Use Space and its Preferential Space when Lessee is operating within said space. Lessee shall cooperate with Lessor in the control of any Joint Use Space or Lessee's Preferential Space when not in use by the Lessee. Lessee's obligation shall include compliance with security regulations to prevent or deter unauthorized persons from obtaining access to controlled or operations areas of the Airport. Lessee shall be responsible for any final and unappealable civil penalties that may be assessed upon it, the Lessor, or the City, for security violations occurring at the Airport and solely caused by Lessee, its officers, employees, suppliers, contractors, Third Party Vendors, or agents. Should a final and unappealable civil penalty assessment be made on the Lessor or the City as a result of the actions of Lessee, its officers, employees, suppliers, contractors, Third Party Vendors, and agents, the Lessor may also charge Lessee a processing fee of Two Hundred Fifty Dollars (\$250.00). In this connection, the Lessor shall bill Lessee for the amount of the civil penalty fee imposed upon Lessor and/or City plus Two Hundred Fifty Dollars (\$250.00). Lessee shall pay Lessor such amount within thirty (30) days upon receipt of such invoice. Nothing herein is intended to waive Lessee's right to contest the validity and/or amount of a fine to the extent Lessee has the right to contest such fine imposed or civil penalty assessed. Lessee will indemnify, defend, and hold the Lessor and the City harmless from and against any claims, suits, causes of action, costs, and fees, including attorney's fees, arising from or connected with any such civil penalty assessment or claim of such civil penalty assessment to the extent solely caused by Lessee, its officers, employees, suppliers, contractors, Third Party Vendors, and agent. This foregoing sentence shall survive the termination of this Agreement.
- S. To make no claims or file or cause to be filed any legal or equitable actions against Lessor or the City for any kind of damages which result from noise or sound shock waves due to aircraft use of said Airport's facilities.

- T. The use of certain identified space in the Terminal Building by Lessee shall be covered by the provisions set forth in Exhibit F and as subsequently amended by the Director.

3.02 Lessee Exclusions

- A. Lessee agrees that it will not allow any condition on the Airport, nor permit the conduct of any activity on such Leased Premises or Joint Use Space, which shall affect the development, improvement, operation, or maintenance of the Airport or its facilities. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Leased Premises or Joint Use Space, or on any part thereof, then, as an alternative to termination of this Agreement under the provisions of Article 14, the Lessor, after giving thirty (30) days written notice to Lessee to abate the prohibited condition, during which period Lessee fails to abate or correct the omission or objection so set forth in Lessor's notice, may thereupon correct such omission or objection by entering the Leased Premises or other Joint Use Space itself, or by its agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of premises by Lessee, and the Lessor may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Lessee agrees to pay the Lessor the expenses of the Lessor incurred in the above connection as additional rent within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Lessor. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Lessor, by and through the Director of Airports, may immediately abate or correct the condition at Lessee's expense without the prior notice described herein.
- B. Lessee will not use or permit the premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard or obstruction.
- C. Lessee shall not dispense, sell, or serve food or beverage at the Airport except to its own employees in non-public area designated for Lessee in this Agreement; however, during irregular operations, Lessee may provide to their passengers' snack carts with pre-packaged food or beverage items, but Lessee shall utilize the Lessor's food and beverage concessionaire(s) in the Terminal for fresh or prepared food service when Concessionaire is available to accommodate Lessee requests. If the Lessor's food and beverage concessionaire is not able to accommodate Lessee's fresh or prepared food requests, then Lessee is permitted to bring fresh or prepared food from sources outside of the Terminal. Any food or beverage to be brought into the secured side of the Airport must be screened by the Transportation Security Administration or authorized Airport personnel. Nothing in this paragraph shall prohibit Lessee from providing its own flight kitchen or contracting for catering services to its passengers and crews for consumption aboard aircraft or from entering into a separate agreement with Lessor for the provision of food and beverage in a conference room or similar private facility at the Airport.
- D. Lessee may not ground load its aircraft while parked at the Passenger Terminal Building unless otherwise approved in advance by the Director of Airports. All

enplanements and deplanements shall be by Passenger Boarding Bridge unless otherwise approved in advance by the Director, which shall not be unreasonably withheld, conditioned, or delayed.

- E. Lessee shall not park aircraft overnight except in the designated remote aircraft parking area or at Lessee's leased Departure Gate(s).
- F. Lessee shall not interfere or permit interference with the development, improvement, use, operation, or maintenance of the Airport, including but not limited to the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport. In the event this covenant is breached, Lessor shall provide Lessee thirty (30) day written notice to cure such interference. Said thirty (30) day notice shall not be required when an interference poses a safety or operational issue for the Airport, but to the extent it is reasonably possible to give some notice to Lessee, Lessor shall provide advance notice and time for Lessee to correct. If such interference is not corrected within the notice and cure period or the interference is a safety or operational issue, Lessor reserves the right to enter on the Premises and cause the abatement of such interference at the expense of Lessee.
- G. Nothing in this Article 3 shall be construed as authorizing Lessee to conduct any business separate and apart from the conduct of its Air Transportation Business on the Airport.

3.03 Lessor Rights

- A. Lessor, through its duly authorized agent, shall have at any and all times after reasonable notice the full and unrestricted right to enter the Leased Premises for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement; provided that Lessor agrees, to the extent practicable, to exercise such right in a manner to reasonably avoid or minimize any adverse effect on Lessee's use of the Leased Premises and to provide reasonable notice prior to entering any of Lessee's Exclusive Use Space. Nothing herein shall prohibit the Lessor from entering any Joint Use Space or any public area of the airport at any time.
- B. The Lessor reserves the right to place advertising displays and revenue generating devices in all areas of the Airport that are visible to the public, excluding the Exclusive Use Space and Preferential Use Space leased to Lessee; provided, however, that such installations shall not unreasonably interfere with Lessee's operations authorized hereunder. Lessor shall be entitled to all income generated by such advertising displays and revenue generating devices and to reasonable access upon Lessee's Leased Premises upon prior written notice, to install or service such displays and devices, so long as such Lessor's interference with the operations of Lessee shall be minimized as is reasonably practicable and shall not materially affect such operations.
- C. Lessor reserves the right to establish a licensing or permit procedure for personnel and vehicles requiring access to the Airport's air operations area and to levy a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. Lessee shall pay such charge with regard to its own personnel

or vehicles and shall, at the request of Lessor, cooperate in the collection of such charge with regard to any personnel or vehicles used by its suppliers.

- D. Subject to the terms and conditions hereof, Lessor reserves the right to further develop or improve the Airfield Area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any structure or equipment on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- E. During the time of war or national emergency declared by Congress, Lessor shall have the right to lease the Airport or any part thereof for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease of the government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.
- F. Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future Agreement between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which has been or may be required as a condition precedent to the expenditure or reimbursement to Lessor of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Lessor by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Lessee shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Lessor.

ARTICLE 4. LEASED PREMISES

4.01 Minimum Required Leased Premises for Signatory Airlines

At a minimum each Signatory Airline must lease all of the following space:

- (1) A Departure Gate (if available) and the associated hold room, Apron and Passenger Boarding Bridge;
- (2) Concourse Operations – A/C;
- (3) Ticket Counter Space; and
- (4) Inclusive of the Departure Gate, Apron and Passenger Boarding bridge provided in 4.01(1) at least 2,400 square feet of combined Exclusive Use Space or Preferential Lease Space in the Terminal Building for each Departure Gate leased by the Lessee.

If Lessor determines that it does not have a Departure Gate available to lease, but does have Concourse Operations-A/C space and Ticket Counter Space, then and only in that event, Lessor may enter into a Passenger Airline Use and Operations Agreement for Signatory Airlines with a CPAC, and only lease Concourse Operations-A/C space and Ticket Counter Space in order to be a Signatory Airline; provided, however, that such Signatory Airline must lease at least 1,200 square feet of space in the Terminal Building. Should a Departure Gate subsequently become available, then Lessee must agree to amend this Agreement to lease all the space necessary to meet the minimum

requirements of paragraph 4.01 (1-4) for the remainder of the term subject to all applicable rents and fees. Lessee's existing space may only be adjusted during the term for the addition of a Departure Gate and then only at the commencement of the next Fiscal Year, but Lessee shall be in compliance with 4.01 (1-4) minimum requirements for Leased Premises. If Lessee does not assume the Departure Gate when it becomes available at the commencement of the next Fiscal Year, then this Agreement may be terminated by the Lessor pursuant to Article 14.

4.02 Lessee's Leased Premises

At the commencement of the term of this Agreement and continuing until the remainder of the term hereof, Lessor grants, leases and demises to Lessee, and Lessee leases the areas identified on Exhibit D which include Lessee's Exclusive Use Space and/or Preferential Leased Premises as identified by size and location on said Exhibit.

4.03 Space Descriptions

<u>Type of Space</u>	<u>Basis of Use</u>
Second Floor Counter Space	Preferential
Second Floor Office Space	Exclusive
Concourse Area - Departure Gate	Preferential
Baggage Claim Area	Joint
Baggage Make-up Space	Joint
First Floor Bag Office	Exclusive
Concourse Operations – A/C	Exclusive
Public Area - Extended Counter	Preferential
Passenger Boarding Bridge	Preferential
Outbound Baggage System	Joint
Security Check Point	Joint

4.04 Preferential Use Space for a New or Expanding CPAC or Signatory Airline:

Lessor intends to maintain a policy of providing open access to the Airport and achieving balanced utilization of Airport facilities. To achieve that goal, Lessor, by and through its Director of Airports, reserves the right to require sharing and temporary use of Preferential Use Space, in accordance with the following procedures to accommodate a new CPAC or new air service by an existing Signatory Airline:

- A. In order to secure the use of Terminal Building facilities, a new or expanding CPAC or Signatory Airline shall first contact Lessor to use any Lessor-retained Terminal Building Space.
- B. In the event the Director of Airports determines that no Lessor-retained Terminal Building Space is available, then a new or expanding CPAC or Signatory Airline shall contact all Signatory Airlines in writing, including Lessee, to request the use of Preferential Use Space under a sublease or handling arrangement. A Signatory Airline shall respond to such a request in writing within fifteen (15) days and notify Lessor of the response.
- C. In the event that no Lessor-retained Terminal Building Space is available, and no Signatory Airline has voluntarily accommodated the CPAC'S operations, the Director of Airports shall use reasonable discretion to make such accommodation of a new or expanding CPAC or new air service by an existing Signatory Airline

which may include the use of Lessee's or other Signatory Airline's Preferential Use Space. The Director of Airports shall use the following information in determining such accommodation: (i) the average number of flights per aircraft parking positions per day, which average shall be calculated by dividing the total number of flight departures per day by all of Lessee's assigned aircraft parking positions; (ii) Lessee's periods of Active Loading and Active Unloading; and (iii) other operational considerations. Lessee's Affiliating Company information will be included by the Director of Airports in making an accommodation determination. If Lessee is required to share Preferential Use Space, Lessee shall be given priority use during periods of Active Loading and Active Unloading.

- D. If at any time the Director of Airports reasonably determines that any requesting CPAC needs any of Lessee's Preferential Use Space and if such temporary use will not disrupt the Lessee's operations, the Director of Airports may, from time to time, but subject to Lessee's priority for Preferential Use Space during periods of Active Loading and Active Unloading, grant such requesting CPAC the right of temporary or shared use of all or a designated portion of Lessee's Preferential Use Space, including rights of ingress and egress and the right to use appurtenant equipment which are reasonably necessary for the effective use of such areas, provided that: (i) the proposed user of such areas has furnished a certificate of insurance evidencing insurance of the types and with the limits and deductibles required to be carried by Lessee hereunder which is endorsed to include Lessee and Lessor as an additional insured; (ii) such requesting CPAC has provided Lessee and Lessor with indemnification satisfactory to Lessee and Lessor; provided, however, that Lessee may not require any indemnification more favorable to it than that which it provides to Lessor hereunder; (iii) such CPAC shall not modify or alter Lessee's proprietary equipment or any millwork; (iv) during irregular operations, Lessee's operations shall have priority over such CPAC's operations; (v) Lessee shall not be obligated to amend or modify its current or proposed schedule to accommodate such CPAC; (v) Lessee shall have the right to request the Director to seek alternative accommodations for such CPAC if Lessee determines, that the CPAC is unreasonably interfering with Lessee's scheduled or irregular operations caused by medical, weather, mechanical or other reason outside Lessee's control; (vi) Lessee shall not be required to indemnify, defend, or hold harmless the Lessor, the City, or their officers, or employees hereunder in connection with such CPAC, its operations from the Leased Premises or its accommodation hereunder; and (vii) such proposed CPAC has agreed to pay Lessee the sum of the following:
- (1) Amount equal to a pro rata share of the sum of the Lessee Fees and Charges payable by Lessee with respect to such areas during such shared or temporary use period as calculated pursuant to Article 5 herein; and
 - (2) Additional amounts sufficient to recover Lessee's direct costs, if any, of such shared or temporary use, including a reasonable allocation of any capital and equipment costs, subject to the prior approval of the Director of Airports; and
 - (3) A reasonable administrative fee not to exceed fifteen percent (15%) of item (1) of this Section 4.04(D).

The Director of Airports reserves the right to request Lessee to provide documentation justifying the rates, fees, and charges to be assessed the proposed CPAC.

- E. If Lessee is accommodating a new or expanding CPAC or Signatory Airline pursuant to 4.04 (A-D) but is unable to continue to accommodate due to the Lessee's own necessary use of its Preferential Use Space such as its own expanding routes or change in its scheduled routes, then Lessee shall give the previously accommodated new or expanding CPAC or Signatory Airline and the Lessor sixty (60) day advance written notice that it can no longer make such accommodation. The new or expanding CPAC or Signatory Airline that was previously accommodated may contact Lessor to use any Lessor-retained Terminal Building Space. In the event the Director of Airports determines that no Lessor-retained Terminal Building Space is available, then the previously new or expanding CPAC or Signatory Airline shall follow paragraph 4.04 (B-C). If it is determined that no Signatory Airline or Lessor-retained Terminal Building Space can re-accommodate the previously new or expanding CPAC or Signatory Airline, then such new or expanding CPAC or Signatory Airline shall adjust its schedule to a time period that the flight can be accommodated should the new or expanding CPAC desire to continue the route.

4.05 Preferential Use Space for Emergencies or other Diverts

If at any time the Director of Airports reasonably determines that any CPAC needs any of Lessee's Preferential Use Space for emergencies or other diversions from a CPAC's scheduled route whether caused by medical, weather, mechanical or other reason outside of CPAC's control, and if such temporary use will not disrupt the Lessee's operations, the Director of Airports may, but subject to Lessee's priority for Preferential Use Space during periods of Active Loading and Active Unloading, allow the temporary or shared use of all or a designated portion of Lessee's Preferential Use Space, including rights of ingress and egress and the right to use appurtenant equipment which are reasonably necessary for the effective use of such areas. Lessee shall not be required to indemnify, defend, or hold harmless the Lessor, the City, or their officers, or employees hereunder in connection with such CPAC, its operations from the Leased Premises or its accommodation hereunder.

ARTICLE 5. RENTALS, FEES, AND CHARGES

5.01 General

- A. Lessee agrees to pay Lessor all rentals, fees and charges including the Landing Fees, Terminal Building Rental Fees, Joint Use Fees, parking fees, departure gate fees, Passenger Boarding Bridge Fee, Passenger Facility Charges, Airport Gate Use Per Turn Fees, remain overnight fee, and other fees and charges set forth in this Agreement for the Lessee's use of the Airfield, Leased Premises, Joint Use Areas, public circulation areas, facilities, rights, licenses, services, and privileges granted hereunder during the Lease Term.
- B. Lessee shall furnish to Lessor, on or before the fifth (5th) working day of each month Lessee's or Lessee's Affiliating Companies' preceding month's statistical information on the Monthly Report of Actual Airline Statistics and Self Invoicing Form for Signatory Airlines or for Affiliating Companies for Signatory Airlines, Exhibit I (Monthly Report) or a similar report with the same content approved by the Director.

- C. Lessee's Monthly Report shall include aircraft type(s), maximum landed weight for each aircraft type, the number of landings, the total landing weight, number of enplaned and deplaned passengers including revenue and non-revenue generating counts, the number of Departure Gate turns or usage of any Lessor-retained Airport Departure Gate turns other than at a Departure Gate leased to Lessee including the Gate number, date and time of usage for both arrivals and departures. Lessee shall also provide certain other statistical information for the weight of all mail and freight enplaned and deplaned, and the type of any deicing agents, number of gallons of deicing agent applied, and the number of days deicing agent was used whether such deicing be for Lessee, Lessee's Affiliating Company, or charter or whether said agents were applied by Lessee itself, an FBO, or a Third Party Vendor. Lessee is required to report monthly for its own information and for any of Lessee's Affiliating Companies, charter operations, or any other CPACs not having a Signatory or Non-Signatory agreement with the Lessor with whom Lessee ground handles. Lessee may collect the rentals, fees, and charges prior to or upon ground handling said CPAC and remit collections to Lessor at the time of the handling event. Should Lessee fail to collect and remit the calculated charges at the time of the event, Lessor shall, by the tenth (10th) working day following the end of each calendar month, transmit to Lessee a statement of charges incurred by said CPAC during said month, based on information reported to Lessor as required by this subparagraph, and the same shall be paid and received by Lessor by the last day of the month following the month of CPAC's activity or in the same manner as Lessee's rental and fees.
- D. The parties agree that annual adjustments to rentals, fees, and charges pursuant to this Article 5 shall apply without the necessity of formal amendment of this Agreement. Revised Exhibits G-1, G-7, and H, showing the calculation of rates for rentals, fees, and charges for any Fiscal Year shall be prepared by Lessor and transmitted to Lessee thirty (30) days prior to the beginning of the Fiscal Year and shall be deemed part of this Agreement during said Fiscal Year. These exhibits and any subsequent revision thereto shall be used by Lessee during the ensuing Fiscal Year in calculating appropriate charges for use of Airport facilities by Lessee or for any CPACs not having an agreement with Lessor and for which Lessee provides ground handling services.
- E. By the tenth (10th) working day of each calendar month, Lessor shall transmit to Lessee a Statement of Lessee's rentals, fees, and charges incurred by Lessee during said preceding month. Lessee shall pay Lessor for all rental, fees and charges no later than the last day of the month of the date of the Statement. Any errors by Lessee through Lessee's self-invoice in calculating the correct amount of fees and charges due Lessor does not relieve Lessee of its responsibility in remitting proper payment for the rentals, fees and charges to Lessor as invoiced.
- F. In the event the commencement or termination date with respect to any of the particular Premises, facilities, rights, licenses, services, or privileges as herein provided falls on any date other than the first or last day, respectively, of a calendar month, the applicable rentals, fees, and charges for that month shall be paid for said month on a pro rata basis according to the number of days during which said particular Premises, facilities, rights, licenses, services, or privileges were enjoyed during the month.

- G. If Lessee fails to remit the Monthly Report then one hundred twenty percent (120%) of the most recent statistics available for Lessee shall be used for billing the monthly Landing Fee charge, and any turns at a Lessor-retained gate. Adjustment to correct billing amounts will occur on the monthly billing following receipt of Lessee's Monthly Report.
- H. 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 additional administrative effort, Lessee agrees to pay the Lessor two hundred fifty dollars (\$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 two hundred fifty dollars (\$250) for the administrative effort required to revise and reissue correct reports.
- I. Lessee shall at all times maintain and keep books, ledgers, accounts, or other records wherein all entries are accurately kept reflecting all information listed in Section 5.01(C). Such books, ledgers, accounts, and records shall be available for examination by Lessor at all reasonable business hours for a period of three (3) years from the date of such activity. Lessee shall produce such books and records at Oklahoma City, Oklahoma, within ten (10) business days of Lessor's written notice to do so. If Lessee fails to produce all of the requested books or records in Oklahoma City, Lessee shall pay a fifty-dollar (\$50) fee per day for each day in excess of the tenth (10th) business day up until the books and records are produced. As an alternative, Lessee may elect to pay all reasonable expenses including, but not limited to, transportation, food, and lodging necessary for an examiner selected by Lessor to examine said books and records at any site other than Oklahoma City if Lessor is notified in writing of Lessee's option to elect the alternative by doing so within the ten (10) business days from date of notice.
- J. Lessee, at its sole expense, shall have the right, using its own personnel or an independent Certified Public Accountant, to audit Lessor's books and records relating to such expenses for all or any part of the term of this Agreement for a period of three (3) years from the end of each Fiscal Year in which the expense was incurred; provided, however, Lessee shall not be entitled to audit Lessor's books and records relating to such expenses more than one (1) time with respect to any calendar year. In the event Lessee's audit reflects that Lessor has overcharged Lessee for such expenses, Lessor shall promptly reimburse Lessee for such overcharge. If such audit reveals that Lessor has undercharged Lessee for such expenses, Lessee shall promptly pay Lessor the amount of such undercharge. If such audit reveals that Lessor has overcharged Lessee for such expenses by more than five percent (5%), Lessor shall promptly credit Lessee's invoices for the reasonable costs of such audit in addition to the entire overcharge. The provisions of this Section shall survive the termination or expiration of this Agreement.

- K. Lessor will invite, and Lessee may attend and participate in the Airports Joint Planning Conference to include a discussion on capital projects to be implemented at the Airport for the following fiscal year.

5.02 Airport Cost Centers

For purposes of determining Lessee's rentals, fees, and charges for use of the Airport Premises, the following Cost Centers are created:

- Airfield
- Fuel Systems
- Terminal Building
- Landside
- General Aviation
- Rental Car Service Facilities
- Consolidated Rental Car Facility
- General and Administration
- Mike Monroney Aeronautical Center
- Industrial Park
- Other Development

5.03 Terminal Building Rental Rates

Lessee shall pay monthly all Terminal Building Rental Rates set forth on Exhibit G-4 for all space leased by Lessee as set forth on Exhibit D. Terminal Building Rental Fees shall be based on the following formula:

- A. Step 1: Lessor shall estimate the Terminal's Operating Expenses for the Fiscal Year beginning July 1, 2020 (and for each Fiscal Year thereafter during the Term) based on the annual budget approved by the Lessor. The Operating Expenses shall be reflected on Exhibit G-2.
- B. Step 2: Lessor shall then calculate the Terminal Expenses and Costs as reflected from the information Exhibits G-1, G-2 and G-3. The Terminal Expenses and Costs shall be reflected on Exhibit G-4. This calculation shall result in the Total Requirement for the Terminal Building.
- C. Step 3: The Lessor shall classify all Terminal Building space by Types of Space described below.

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<u>TYPE OF SPACE</u>	<u>WEIGHTING</u>
Type I Second Floor Counter Space Security Check Point	200%
Type II First Floor Counter Space Second Floor Offices Third Floor Offices	100%
Type III Retail Space Concourse Area - Departure Gate Baggage Claim Area	75%
Type IV First Floor Bag Office Public Area – Extended Counter Public Area & Observation Areas Concourse Operations – A/C & Non-A/C	50%
Type V Baggage Make-up, Tug Drive Outbound Baggage Systems	25%

D. Step 4: For any given Fiscal Year, the Terminal Building Rental Rate shall be calculated as follows:

- (1) Multiply the total square footage of each Type of Space by the weighted value of each Type of Space identified in Step 3 to determine the weighted equivalent square footage;
- (2) Sum the weighted equivalent square footage for all of the Types of Space to determine total weighted equivalent square footage;
- (3) Divide the Terminal Expenses and Costs, computed in accordance with Step 2, by the total weighted equivalent square footage to establish the Type II Rental Rate;
- (4) Multiply the Type II Rental Rate by the weighted value of each Type of Space identified in Step 3 for Types I, III, IV, and V to determine the Terminal Rental Rate for each of the remaining Types of Space.

D. Step 5: Lessee's Terminal Building Rental Fees for Exclusive Use Space and Preferential Use Space are determined by multiplying the number of square feet (as reflected on Exhibit D) for each category of space by the Terminal Building Rental Rate for such category of space as determined by Step 4 above and stated on Exhibit G-4.

5.04 Joint Use Fees

Lessee shall be responsible for the monthly payment of its allocable share of the annual Joint Use Fees as set forth on Exhibit G-5. The Joint Use Fees are calculated as the sum of the Expenses as established in Exhibit G-5 for the Baggage System and Security Checkpoint less any Law Enforcement Officer reimbursement. Lessee shall pay Lessor a

monthly fee for its pro rata share of the total annual charge, which pro rata share shall be determined as follows:

- A. Twenty percent (20%) of the total annual charge shall be divided by twelve (12) to determine a monthly charge. The monthly charge shall then be divided equally among all passenger Signatory Airlines authorized to use said area to determine Lessee's monthly fee. Excluded from this calculation will be any Affiliating Company of the Signatory Airline operating under the rights and privileges provided within Article 17 of this Agreement.
- B. Eighty percent (80%) of the total annual charge shall be multiplied by the market share of each Signatory Airline based on total estimated Enplaned Passengers, including Enplaned Passengers of Affiliating Companies, and divided by twelve (12) to determine the monthly charge for each Signatory Airline.

No later than March 1 of each year, Lessee shall provide Lessor an estimate of its total enplaned passengers for the following Fiscal Year. If not provided, Lessor will estimate the number of enplaned passengers for Signatory Airlines.

5.05 Landing Fees

Charges for the use of the Airfield Area at the Airport by Lessee in any month, including all premises, facilities, rights, licenses, services, and privileges in connection therewith, except those rentals and charges expressly provided for elsewhere in this Agreement, shall be combined in and represented by a Landing Fee.

It is understood and agreed by Lessor and Lessee that the Landing Fee rate for each Fiscal Year during the term of this Agreement represents the amount which must be paid to Lessor by all Signatory Airlines, including Lessee, operating at the Airport, per 1,000 pounds of Maximum Approved Landing Weight in order to enable Lessor to recover the amount allocable to each Signatory Airline's, including Lessee, share of the Airfield Area Expenses and Costs. The worksheet used to establish Landing Fees is attached as Exhibit G-6; the formula is as follows:

- A. Step 1: Lessor shall estimate the Airfield's Operating Expenses for the Fiscal Year beginning July 1, 2020 (and for each Fiscal Year thereafter during the Term) based on the annual budget approved by the Lessor. The Operating Expenses shall be reflected on Exhibit G-2.
- B. Step 2: The Lessor shall then calculate Interest and Amortization and add such amounts to the Airfield Expenses and Costs from Exhibits G-1, G-2 and G-3. This calculation shall result in the Total Requirement for the Airfield. Lessor shall then calculate the Airfield Area Expenses and Costs as reflected from the information Exhibits G-1, G-2 and G-3. The Airfield Area Expenses and Costs shall be reflected on Exhibit G-6. This calculation shall result in the Total Requirement for the Airfield Area operations.
- C. Step 3: The total Maximum Approved Landing Weight, in pounds, of CPACs and signatory air cargo carriers is estimated for the Fiscal Year. The estimated landing weight of all other users of the Airport for the Fiscal Year is determined by multiplying the total landings estimated for the Fiscal Year of such other users by an allowance of 15,000 pounds for each such landing. No later than March 1 of

each year, Lessee shall provide Lessor an estimate of its anticipated total Maximum Approved Landing Weight for the following Fiscal Year. If not provided, Lessor will estimate the landed weight for Signatory Airlines.

- D. Step 4: The Landing Fee Rate shall be determined by dividing the Airfield Area Expenses and Costs allocated to CPACs and air cargo carriers, determined in Step 3 above, by the total Maximum Approved Landing Weight for such CPACs and air cargo carriers estimated for the Fiscal Year in 1,000-pound units.
- F. Step 5: The Landing Fee payments for any month shall be computed by multiplying the total number of 1,000-pound units of Lessee's Maximum Approved Landing Weight during such month by the current Landing Fee Rate. Lessee shall be responsible for the payment of Landing Fees. Lessee shall self-invoice for its Landing Fees on the Monthly Report.

5.06 Airport Gate usage (Per Turn) Fees

Any Signatory Airline, including the Lessee, that utilizes any Per Turn Space whether it's a Lessor retained Departure Gate, or a Departure Gate leased to another Signatory Airline shall pay for the use of the Per Turn Space based on the Per Turn Rate set forth in Exhibit G-4. The use of such Per Turn Space shall be upon written confirmation by the Director of Airports and shall include the use of such Per Turn Space for no more than three (3) hours prior to the arrival of a single inbound flight and three (3) hours after the departure of a single outbound flight. Only one aircraft may be accommodated on a single use of Per Turn Use Space. If multiple aircraft use the same Departure Gate that is being utilized as Per Turn Space, even if during the same three (3) hours prior to the arrival of a single inbound flight and three (3) hours after the departure of a single outbound flight, then each aircraft pays a separate Per Turn Rate.

5.07 Passenger Boarding Bridge Fees

Lessee shall be responsible for paying monthly one-twelfth (1/12) of the annual Passenger Boarding Bridge Fee for each Departure Gate Lessee leases. Said annual rate for the use of a Passenger Boarding Bridge is set forth on Exhibit G-4.

5.08 Revised Annual Rates/Fees Calculation

The Terminal Building Rental Rates, Passenger Boarding Bridge Fees, Per Turn Rate (Exhibit G-4), Joint Use Fees (Exhibit G-5), and Landing Fee Rates (Exhibit G-6) are effective July 1, 2020 and shall likewise be revised annually to become effective as of the 1st day of July of each Fiscal Year during the Term including any subsequent extension year. Such determination of annual rentals and fees shall be in accordance with the calculation methodologies set forth in this Article with the appropriate Fiscal Year values. Any annual revisions to Exhibits affecting rate and fees will be furnished to the Lessee in accordance with subparagraph 5.01(D) for the upcoming Fiscal Year.

5.09 Year-End Reconciliation

As soon as audited financial data for said Fiscal Year is available but no later than December 31, rates for rentals, fees and charges for the preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in Exhibit G. Upon the determination of any difference between the actual rentals, fees and charges paid by Signatory Airlines and its Affiliating Companies during the preceding Fiscal Year and the rentals, fees and charges that would have been paid by Signatory Airlines using said recalculated rates, Lessor shall, in the event of overpayment, (a) promptly return to Lessee

the amount of such overpayment in the form of a credit invoice or (b) promptly refund to Lessee the amount of the overpayment, if it occurs in the last year of the Agreement. In the event of underpayment, Lessor shall invoice Lessee for the amount of such underpayment. Said invoiced amount shall be due within thirty (30) days of the invoice receipt.

5.10 Non-Signatory Rates and Charges

All Non-signatory Terminal Building Rental Rates, Combined Per Turn Rates, Landing Rates, and any applicable Passenger Boarding Bridge Fees shall be set at rates 1.20 times higher than Signatory Rates as depicted on Exhibit H to this agreement.

5.11 Periodic Rate Adjustments

In addition to the Year-End Reconciliation provided for in Section 5.09, Lessor may implement an adjustment of the Terminal Building Rental Rate, Joint Use Fees, and/or Landing Fee Rate in any given Fiscal Year when Lessor determines that the current estimates of any or all of the Terminal Rentals, Joint Use Fees, and/or Landing Fees (based on available year-to-date actual information) are estimated to be ten percent (10%) lower or higher than the revenues recoverable from CPACs during the same time period of the then Fiscal Year. Lessor will notify and hold a consultation meeting with the Signatory Airlines, including Lessee, at least thirty (30) days prior to the implementation of such rate adjustment. At which time, the statement showing the calculation of rates for rentals, fees, and charges substantially in the format of the applicable exhibits, and the effective date for such rate adjustment will be provided, in the same manner set forth in Section 5.08.

5.12 Automobile Parking Fees

A reasonable charge may be made by Lessor to the Lessee or Lessee's employees for their individual use of Airport automobile parking spaces in the employee parking lot(s) for the employee's use only while conducting business for the Lessee on the Airport. Because of the limited number of spaces in the employee parking lot(s), Lessee's employees may not utilize the employee lot(s) when not at work or conducting business for the Lessee. Lessee agrees that its employees will conform to any rules and regulations governing the use of Airport automobile parking spaces as may be promulgated by the Director of Airports. Vehicular parking space for Lessee's passengers at a reasonable distance from the Terminal Building shall be provided by Lessor at reasonable rates to such passengers.

5.13 Other Fees and Charges

Lessor reserves the right to assess and collect the following:

- A. Reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement but provided by Lessor and accepted by Lessee, which may include but not be limited to conference room rentals, parking fees, fuel flowage fee, etc.
- B. Pro rata share of any charges, which are directly traceable or allocable to Lessee, for the provision of any services or facilities which Lessor is required to provide by any governmental entity (other than Lessor acting within its proprietary capacity) having jurisdiction over the Airport.

- C. Lessor expressly reserves the right to assess and collect the reasonable and nondiscriminatory fees for concessions and other services.

5.14 US Mail Mailbox

Lessor currently maintains facilities in the Airport Terminal Building for delivery of mail by the United States Post Office (USPS) to the various Airport tenants. If Lessee elects to receive mail delivery at this facility (Mail Room), Lessee will be responsible for any fees charged by the USPS or any mailbox key provided to it and will return such keys to Airport staff upon termination of this Agreement or when Lessee relinquishes its Mailbox. If Lessee fails to return these keys, Lessee shall be responsible for the then-current fee charged by the USPS to re-key the mailbox. Other than the re-key fees, there is no fee for use of the Lessor maintained mailbox in the Airport's Mail Room.

5.15 Passenger Facility Charge (PFC) Fees

Lessor expressly reserves the right to assess, amend, and collect PFC fees in accordance with the PFC Regulations, 14 CFR Part 158. To the extent allowed by law, this Agreement shall in no way prevent the Lessor from applying for or amending a charge to be imposed on Lessee's passengers for use of Airport facilities. At the commencement of this Agreement, Lessor has been approved by the FAA to impose a PFC in the amount of \$4.50. Said PFC amount may be amended from time to time upon providing notice to the Lessee as required by the PFC regulations. The following shall apply to the collection of PFCs.

- A. The proceeds of said Passenger Facility Charge shall not be considered revenues for the purpose of calculating Lessee's rentals, fees and charges.
- B. The Lessee must remit PFCs to the Lessor on a monthly basis, no later than the last day of the following calendar month in which the PFC was collected. In the event Lessee fails to remit PFC revenues to Lessor within the time limits established in the PFC Regulation, such event shall be an event of default subject to Article 14 of this Agreement.
- C. The Lessee must account for the Lessor's PFCs separately, but the Lessee may commingle the revenue with other sources of revenue of Lessee. Lessee agrees that PFC revenues collected by Lessee on behalf of Lessor that are held by Lessee or an agent of Lessee after collection constitutes a trust fund that must be held by the Lessee or its agent for the sole beneficial interest of the Lessor imposing the PFC. The Lessee, as collecting carrier or its agents holds neither legal nor equitable interest in Lessor's PFC revenues except for any handling fee or retention of interest collected on unremitted proceeds authorized by 14 CFR Part 158.
- D. Lessee shall provide Lessor with a copy of its annual audit of PFCs pursuant to Section 158.69 of the PFC Regulations.
- E. Pursuant to and in strict compliance with Section 158.49 of the PFC Regulations, the Lessee, as the collecting carrier, in handling Lessor's PFCs, shall establish and maintain a financial management system to account for Lessor's PFCs collected in accordance with the Department of Transportations' Uniform System of Accounts and Reports (14 CFR Part 241).

ARTICLE 6. DELINQUENT RENTALS

6.01 Rental and Fee Obligations

All rental and fee obligations of the Lessee under Article 5 shall be due and payable upon receipt of the statement pursuant to paragraph 5.01 (E) and shall be deemed delinquent if not received by Lessor on or before the last day of the month in which the statement was issued during the term hereof.

6.02 Timely Remittance

It is hereby agreed by and between the Lessor and Lessee that should Lessee fail to make timely remittance of the monthly rentals and/or compensation as required under any of the provisions hereof, then and in that event, the rental payment shall be immediately delinquent and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month; provided, however, that if the failure to provide the remittance is caused by an act of God, fire, theft, insurrection or rebellion or any other event which is out of Lessee's control then in that event, such failure to pay shall not be considered delinquent. Moreover, said interest shall be considered additional rental and/or compensation for the Leased Premises and shall become due and payable to, and received by, Lessor on or before the last day of each month of the term hereof.

ARTICLE 7. SECURITY FOR PAYMENT

Unless Lessee has provided regularly scheduled passenger flights to and from the Airport during the thirty-six (36) months prior to the effective date of this Agreement without the occurrence of any act or omission that would have been an event of cancellation by Lessor of this Agreement (in which event no security shall be owed), if this Agreement had been in effect during that period, Lessee shall provide Lessor at the effective date of this Agreement with an irrevocable letter of credit, or other similar security acceptable to Lessor (herein referred to as "Contract Security") in an amount equal to the estimate of three (3) months rentals, fees, and charges payable by Lessee pursuant to Article 5 of this Agreement to guarantee the faithful performance by Lessee of its obligations under this Agreement and the payment of all rentals, fees, and charges due hereunder. Lessee shall be obligated to maintain such Contract Security in effect until the expiration of thirty-six (36) consecutive months during which period Lessee commits no Event of Default enumerated in Section 14.01, "Termination by Lessor". Until such thirty-six (36) consecutive months without any Events of Default notice from the Director pursuant to Article 14 occurs, Lessor shall not be obligated to return said security to the Lessee. Such Contract Security shall be in a form and with a company reasonably acceptable to Lessor. If any such Contract Security shall be for a period less than the full period required by this Article 7 or if Contract Security shall be cancelled, Lessee shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

Upon the occurrence of any Lessee act or omission that is an Event of Default enumerated in Section 14.01 or upon Lessee's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be amended, supplemented, or replaced, Lessor, by written notice to Lessee by and through the Director of Airports given at any time within ninety (90) days of the date such event becomes known to Lessor, Lessor may impose or reimpose the Contract Security requirements on Lessee. In such event, Lessee shall provide Lessor with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until

the expiration of a period of thirty-six (36) months during which Lessee commits no additional event enumerated in Article 14.

If Lessee shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement. Lessor's rights under this Section shall be in addition to all other rights and remedies provided to Lessor under this Agreement.

Lessor shall promptly return the Contract Security or any remaining Contract Security, as applicable, to Lessee upon termination or expiration of this Agreement provided there is no Event of Default or any monies otherwise owed to the Lessor.

ARTICLE 8. RIGHT TO LEASE PROPERTY

Lessor represents that it has the right to lease the Airport, together with all the premises, facilities, rights, licenses, services, and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof.

ARTICLE 9. TAXES

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

ARTICLE 10. MAINTENANCE AND OPERATION

10.01 Maintenance and Operation by Lessor

Lessor shall with reasonable diligence, operate, maintain, and keep the Leased Premises and those areas in which the Lessee is entitled to use under this Agreement in a good and reasonable condition. Lessor, at its cost, shall keep the public and passenger space in the Terminal Building adequately supplied and equipped and attractively furnished and decorated and shall operate and maintain adequate directional signs in said space and in all other public and passenger spaces on the Airport. Lessor's maintenance obligations shall be as set forth on Exhibit E.

10.02 Maintenance and Operation by Lessee

The Lessee has examined the Leased Premises and the facilities and has accepted them in their present condition; and except as may be otherwise expressly provided herein, Lessor makes no agreement whatsoever to make improvements or alterations to the leased premises or facilities.

Lessee agrees to perform its maintenance and operation obligations listed hereunder and as set forth on Exhibit E.

Lessee's and Lessee's contractor's or Third Party Vendor's equipment is to be stored and maintained within Lessee's Leased Premises or within areas which have been previously

designated in writing by the Director of Airports unless the Third Party Vendor separately leases Concourse Operations -A/C space through a separate agreement with the Lessor. In the event such equipment is parked or stored outside of Lessee's Leased Premises or within areas not otherwise authorized in writing by the Director of Airports for such activity, Lessee will remove such equipment immediately upon request by the Director of Airports or his designated representative. Lessor may also confirm the request in writing to Lessee, and in the event the equipment is not removed to an authorized area or within Lessee's Leased Premises within 24 hours from such written notice (other than in cases of emergencies, in which event such notice shall be given as is feasible under the circumstances and Lessee may cause the removal of such equipment at Lessee's expense plus fifteen percent (15%)), Lessee may be fined fifty dollars (\$50) per day for each and every occasion such activity occurs. In the event the activity occurs more than ten (10) times during the term of this Agreement, Lessee shall be assessed one hundred dollars (\$100) per day for each and every occasion such activity occurs, and Lessor, at its sole option, may cause the removal of the equipment at Lessee's expense plus fifteen percent (15%). Lessee agrees to pay to Lessor such expenses incurred by Lessor plus fifteen percent (15%) within thirty (30) days after submission of an invoice showing such expenditure or the incurring of any such expenditure by the Lessor.

- A. Lessee shall, at all times, maintain its Exclusive Use Space and Preferential Use Space along with any Joint Use Space it utilizes in a safe, neat, and slightly condition and shall not permit the accumulation of any trash or debris on the premises of the Airport.
- B. Lessee shall repair, replace, or rebuild any damages it caused by the acts or omissions of Lessee, its officers, employees, or agents, excepting normal wear and tear. Any repairs made by Lessee shall be subject to inspection and approval by Lessor.
- C. Lessee shall maintain in a neat, clean, and orderly manner the portions of the Terminal Building Apron occupied by Lessee's ground service equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Premises in areas other than those designated by the Lessor shall not be permitted.
- D. Lessee shall not park or store any aircraft in the Airfield Area that in any way interferes with Airport operations or the movement of passengers, cargo, or other aircraft. Upon release of Lessee's disabled aircraft by federal or State authority, if applicable, Lessee shall promptly remove any such disabled aircraft from any part of the Airport (including without limitation, runways, taxiways, and Apron) and place any such disabled aircraft in such storage areas as may be designated by Lessor. Lessee may store such disabled aircraft only for such length of time and on such terms and conditions as may be reasonably agreed to by the parties in writing. If Lessee fails to remove any of its disabled aircraft promptly in accordance with this paragraph, Lessor may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of Lessor to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Lessee releases Lessor and any third party from any and all claims for damages to the aircraft or otherwise arising from or in any way connected with such removal, except for Lessor's or its officers', employees', agents' or contractors' negligence or willful misconduct.

- E. Lessee shall have the right to maintain, install, and operate in, on, or about the Airport such communications, meteorological, and aerial navigation equipment and facilities as may be necessary or convenient for its operations; such equipment and facilities to be located in Lessee's Exclusive Use Space or Preferential Use Space, or on such other portions of the Airport as may be designated for that purpose by Lessor. Nothing herein shall be construed to grant Lessee the right to install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate, any wireless telephone or internet access equipment or systems in the Airport terminal. Lessee's equipment shall not interfere with any systems and facilities of Lessor, other tenants at the Airport, or commercial licensed telecommunications providers. If Lessee's radio communications facilities are demonstrated to cause interference, Lessee shall modify or cease its use of such facilities to eliminate said interference. Further, Lessor currently provides, through an agreement with a concessionaire, for the availability of a Wireless Local Area Network at the Airport. Lessee agrees that it will not install or permit the installation of any equivalent system on Airport property without written authorization of the Director of Airports.

10.03 Utility Service

Lessor, at its cost, shall provide and supply adequate heat, air conditioning, natural gas, water, sewage, electrical, and janitor service for the public and passenger space and for Lessee's Exclusive Use Space and Preferential Use Space in the Terminal Building in consideration for the rentals to be paid pursuant to the provisions of Article 5 herein, insofar as these expenses are Terminal Expenses and Costs. Lessor shall be responsible for furnishing electricity except for the electricity to the passenger boarding bridge(s) leased by Lessee which such electricity shall be the responsibility of Lessee. Lessee shall reimburse Lessor for such utility services provided by Lessor upon receipt of an invoice for the same pursuant to Articles 5 and 6.

ARTICLE 11. ALTERATIONS AND REPAIRS

11.01 Alterations by Lessee

The Lessee shall not construct, install, remove, modify, and/or repair any of the Leased Premises or other areas of the Airport hereunder without prior written approval of the Director of Airports, such approval not to be unreasonably withheld, conditioned or delayed but may be contingent upon approval of plans and specifications for the proposed project as well as other conditions considered by Lessor to be necessary. This includes, but is not limited to, alterations involving partitions or structural changes to building or premises, modifications or additions to plumbing, electrical, or other utilities, or any roof penetrations. In making such repairs or alterations, no waste shall be committed, or damage done to the property of the Lessor.

11.02 Repairs to Utilities

Any repairs 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.

11.03 As-Built Drawings

Where any 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.

11.04 Improvements

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

11.05 Form 7460-1

If applicable, Lessee shall, at its sole initiative and cost, complete and file Form 7460-1, "Notice of Proposed Construction or Alteration" with the Department of Airports for the Department of Airports' review and submittal to the Federal Aviation Administration (FAA). The FAA's Air Spacing results must be received by the Airport prior to commencement of original construction, as well as to any subsequent alteration of the Facilities during the term or any renewal option term hereof. If the FAA indicates any impacts to the Airport or its operations, no construction or operations may begin or continue under this Agreement until the impact(s) are alleviated to the satisfaction of the Director of Airports. If the impact(s) cannot be so resolved, Articles 3 and 14 of this Agreement shall apply.

ARTICLE 12. DAMAGE OR DESTRUCTION OF LEASED PREMISES

12.01 Partial Damage

If any building of Lessor in which Lessee occupies leased space hereunder shall be partially damaged by fire, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired with due diligence by Lessor at its own cost and expense and rent shall be paid as agreed upon by this Agreement.

12.02 Substantial Damage

If the majority of the premises leased by Lessee for its operations are rendered untenable or unusable because of substantial damage or destruction of the premises but capable of being repaired, as reasonably determined by Lessor, the same shall be repaired to usable condition with due diligence. There shall be a reasonable and proportionate abatement of the rentals, fees, and charges provided for herein during the period that the same are so untenable or unusable if said damage is caused by an act of God, fire, theft or vandalism beyond the Lessee's control. Provided however, if said damage is caused by the negligent or willful acts of the Lessee or its employees, Affiliating Companies, contractors or Third Party Vendors there shall be no abatement of any rentals, fees and charges.

12.03 Destruction

If any part of Lessee's Leased Premises, or adjacent facilities directly and substantially affecting the use of Lessee's Leased Premises, shall be so extensively damaged by acts of God, fire or other casualty as to render any portion of said Leased Premises incapable of being repaired or there are insufficient funding sources available to reasonably repair

the Leased Premises, as reasonably determined by Lessor, Lessor shall notify Lessee within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, Lessor shall be under no obligation to replace or reconstruct such Premises. The rentals payable hereunder with respect to affected Lessee's Leased Premises shall be paid up to the time of such damage and this Lease Agreement terminated or agreed upon adjustments made to the Lessee's Leased Premises.

12.04 Insurance Proceeds

To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to Lessor because of such damage or destruction, Lessee shall pay the amount of such additional costs to Lessor.

ARTICLE 13. INDEMNITY AND INSURANCE BY LESSEE

13.01 Indemnity

Except as otherwise provided in Article 27, Lessee hereby agrees to release, to defend, to indemnify, and to save harmless the Lessor and the City, and their officers, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Lessee's, Lessee's Third Party Vendor, Lessee's Fuel Contractor, or other contractor of Lessee's operations or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Lessee's use and occupancy of any portion of the Airport in connection with its operations hereunder, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, suppliers, contractors, subcontractors, and agents. Provided, however, Lessee shall not be liable or be required to release Lessor and the City of Oklahoma City, and their officers, and employees for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Lessor, The City of Oklahoma City, or their officers, employees, agents or contractors. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

13.02 Insurance

Lessee shall purchase, or cause to be purchased, and maintain in effect throughout the term of this Agreement with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma or otherwise approved by the Director of Airports, any insurance required by this subparagraph. The insurance and additional insured coverage requirements contained in this Agreement are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. If a liability policy is written in a "claims-made" form, Lessee shall also provide tail coverage that extends a minimum of two (2) years from the expiration of this Agreement.

- A. Workers' Compensation and Employer's Liability Insurance: Lessee shall maintain in effect throughout the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in the amount as prescribed by the laws of the State of Oklahoma.

- B. Commercial Liability Insurance: Lessee shall maintain in effect throughout the term of this Agreement Commercial General Liability Insurance, which must include coverage for aviation exposure and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including injury or death, property damage, or loss that may arise from operations of Lessee under the Agreement, whether such operations be by the Lessee, any subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Agreement. In this regard, Lessee shall require any subcontractor or anyone acting for the benefit of the Lessee to carry insurance in at least the same limits as this Agreement naming the City, Lessor and Lessee as additional insured.
- \$ 200,000 per person for property damage
 - \$1,000,000 per person per accident for bodily injury
 - \$10,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence
- C. Automobile Liability Insurance: Lessee shall maintain in effect throughout the term of this Agreement automobile liability insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Lessee in connection with the performance of this Agreement in the amount of one hundred thousand dollars (\$100,000) for property damage per accident, and for other liability in the amount of one hundred seventy-five thousand dollars (\$175,000) per person with a maximum limit of one million dollars (\$1,000,000) per accident or a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence or accident.
- D. Aircraft Public Liability and Property Damage Insurance: Lessee shall maintain in effect throughout the term of this Agreement aircraft liability insurance, including contractual liability, covering all owned, leased, and/or operated aircraft including aircraft in which Lessee owns a fractional share with a minimum combined single limit of not less than ten million dollars (\$10,000,000) for coverage per occurrence or accident for bodily injury and property damage.

Any deductibles or self-insurance retention of the Lessee for any of the forgoing insurance may not exceed that which is commercially reasonable for an Air Transportation Company given Lessee's size, net worth, and number of operations at the Airport. The establishment of any such deductible or self-insured retention will not affect Lessee's liability under Section 13.02 for claims falling within any such deductible or self-insured retention. Lessee's failure to assume and pay any claim falling within any such deductible or self-insured retention, as required in Section 13.02, will constitute a material breach and may result in Lessor's immediate termination of this Agreement and/or immediate suspension of Lessee's use of the Leased Premises. If any material change in Lessee's financial condition occurs, Lessor may require Lessee to reduce the deductibles or self-insured retentions established in respect of lessee's insurance program insofar as it relates to the City of Oklahoma City and the Oklahoma City Airport Trust/Lessor and their respective officers, employees and agents.

Certificates of Insurance acceptable to the Lessor, in the form as shown on Exhibit C attached to this Agreement or a form substantially similar thereto such as an approved ACORD form which includes the line of insurance, name of insurance companies, policy number, amount of any deductible or self-insurance retention, coverage amounts, all

additional insured parties, and contractual liability coverage as required within this section shall be submitted to Lessor in conjunction with the signed Agreement. Except for Workers' Compensation and Employer's Liability Insurance, the Certificates of Insurance shall name Lessee as insured and the Oklahoma City Airport Trust and the City of Oklahoma City as additional insured in a manner equal and consistent to that of the Lessee. Any insurance policy or liability coverage of the City or the Lessor shall be considered subordinate, if applicable at all, to the primary coverage of the Lessee. Lessee must provide the Lessor and the City thirty (30) days prior written notice of any cancellation or material coverage change in their policies that could adversely affect the Lessor or City or to have an endorsement made to each policy to include thirty (30) day notice of cancellation or material coverage change that could adversely affect the Lessor or City should the policy provide a different notice period for any additional insured. For the purposes of this provision, a material change shall be considered any deductible or self-insurance that exceeds the amounts approved for the Lessee or any coverage amount that does not meet the minimum requirements contained in this provision. Copies or certification of all additional insured endorsements shall be submitted to the Lessor along with the Certificates of Insurance. The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof. In the event of a claim or loss wherein the Lessor or City is a named party, copies of insurance policies required herein naming the City or Lessor as an additional insured shall be made available on a timely basis for review when requested by the Lessor or the City at the Lessor's principal place of business at the Airport.

In the event the Certificate of Insurance does not delineate coverage for Lessee's contractual liabilities or the Lessee's insurance policy does not provide sufficient coverage for the Lessee's contractual obligations contained in this Agreement, Lessee agrees that Lessee's contractual obligations to the Lessor is not diminished by the Lessee's elected insurance provisions. Applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement.

ARTICLE 14. TERMINATION BY LESSOR OR LESSEE

14.01 Termination by Lessor

- A. Lessor, at its option, may declare this Agreement terminated on the occurrence of any one or more of the following events, herein referred to as "Events of Default," and may exercise all rights of entry and re-entry on the Leased Premises, and any and all other rights and privileges granted Lessee herein shall terminate:
- (1) If the rents, fees, or other money that Lessee herein agrees to pay to Lessor, or any part thereof, shall be unpaid as required in paragraph 6.01.
 - (2) If Lessee abandons and ceases to use the Leased Premises for a period of sixty (60) days at any one time, except when prevented by fire, earthquake, wars, strikes, labor difficulties, or other calamity or circumstances beyond its control.
 - (3) If Lessee files a voluntary petition in bankruptcy or makes a general assignment for the benefit of creditors, or if Lessee is adjudicated as bankrupt.

- (4) The taking of jurisdiction of Lessee or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any Federal reorganization act.
 - (5) The appointment of a receiver or a trustee of Lessee's assets by a court of competent jurisdiction or a voluntary agreement with Lessee's creditors and the same is not removed in ninety (90) days.
 - (6) If Lessee discontinues air transportation to the Airport as a consequence of Lessee's filing a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy law or under any other statute of the United States or any state hereof, or being adjudged bankrupt, Lessee shall be deemed to have forfeited its leasehold space.
 - (7) If any act occurs that deprives Lessee of the rights, powers, and privileges necessary for the proper conduct and operation of its air transportation business or Lessee loses its certificate(s) with FAA to operate as a CPAC.
 - (8) If any portion of Lessee's existing Preferential Use Space is not being utilized by Lessee during times when a new or expanding CPAC needs such Preferential Use Space such as a Departure Gate and Lessee refuses to make Lessee's Preferential Use Space available to a new or expanding CPAC after the Director determines the space could reasonably be used to accommodate a new or expanding CPAC as described in Section 4.04.
 - (9) If any term or condition of this agreement is breached or not kept.
- B. Except for an Event of Default set forth in 14.01(A)(1) for the non-payment of any rents, fees or charges or for such other notice period provided in this Agreement, Lessor, by and through the Director, shall provide Lessee sixty (60) day written notice of any breach or Event of Default in which Lessee is afforded the opportunity to cure such breach or Event of Default within the sixty (60) day notice and cure period. If such Event of Default shall be for events other than as described in 14.02(A)(1) and shall be impracticable of remedy within such sixty (60) day notice and cure period, then Lessee shall not declare the Agreement terminated as long as Lessee has present sufficient evidence to the Lessor that it has reasonably commenced the curing of such default and shall have diligently prosecute the same to completion. In the Event of Default or breach of this Agreement as described in 14.01(A)(1) for the non-payment of any rents, fees or charges, Lessor, by and through the Director, shall only be required to provide Lessee thirty (30) day written notice of any breach or Event of Default and afford Lessee the opportunity to cure such breach or Event of Default within the thirty (30) day notice and cure period. Upon the expiration of these notice and cure period applicable to the event or condition of default or breach and if such condition is not fully cured by the Lessee during the applicable notice and cure period, then the Lessor, by and through the Director, may elect to immediately terminate the agreement without further notice or time to cure to the Lessee.
- C. Notwithstanding the occurrence of any Event of Default, Lessee shall remain liable to Lessor for all rentals, fees, and charges due and payable hereunder and for all

preceding breaches of any covenant of this Agreement. Furthermore, unless Lessor elects to cancel this Agreement, Lessee shall remain liable for and promptly pay all rentals, fees, and charges as they accrue hereunder until termination of this Agreement as set forth in Article 2 herein.

- D. Lessor may re-let Lessee's Premises and any improvements thereon or any part thereof at such rentals, fees, and charges and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations, repairs, or improvements on said Lessee Premises. In reletting the Lessee's Premises, Lessor shall be obligated to make a good faith effort to obtain terms no less favorable to Lessor than those contained herein and otherwise seek to mitigate any damages it may suffer as a result of Lessee's Event of Default.

In the event that Lessor relets Lessee's Premises, rentals, fees, and charges received by Lessor from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from Lessee to Lessor; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by Lessor and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges payable during applicable periods by Lessee hereunder be deficient, then Lessee shall pay such deficiency to Lessor. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting not covered by the rentals, fees, and charges received from such reletting.

No reentry or reletting of Lessee's Premises by Lessor shall be construed as an election on Lessor's part to cancel this Agreement unless a written notice of cancellation is given to Lessee.

- E. Lessee shall pay to Lessor all other reasonable costs, fees, and expenses incurred by Lessor in the exercise of any remedy in this Article 14.

14.02 Remedies Under Federal Bankruptcy Law

Notwithstanding the foregoing, upon the filing by or against Lessee of any proceeding under Federal bankruptcy law, if Lessee has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, Lessor shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation, if permitted by applicable law, shall be by written notice to Lessee within sixty (60) days from the date of Lessee's initial filing in bankruptcy court.

14.03 Termination by Lessee

Lessee may terminate this Agreement only if Lessee is not in default in the payment of rentals, fees, and charges to Lessor and after the expiration of (60) days advance written notice and Lessor has not taken reasonable steps to cure said default during said notice period for one of the following events:

- A. The termination by the Federal Aviation Administration or other governmental authority having jurisdiction at any time during the term of this Agreement of Lessee's authority to serve Oklahoma City and/or to operate into, from, or through the Airport.
- B. The breach by the Lessor of its covenants or agreements herein contained and the failure by the Lessor to remedy such breach for a period of sixty (60) days after receipt of written notice of the existence of such breach, unless such breach be of such nature as to be impracticable of remedy within such period, in which event no termination shall be declared if the Lessor within a reasonable period of time after receipt of such notice shall have commenced the curing of such breach and shall diligently prosecute the same to completion.
- C. The assumption by the United States Government or any authorized agency thereof of the use or operation of the joint use facilities of the Airport or any substantial part or parts thereof in such a manner as to substantially restrict Lessee from operation thereon for the carrying of persons, property, cargo, and mail, if such restriction shall continue for a period of three (3) months.
- D. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport so as to substantially restrict Lessee's operations at, to, or from the Airport and the remaining in force of such injunction for a period of four (4) months, provided the facts and circumstances on which such injunction issued shall not have been the fault of Lessee.

ARTICLE 15. ASSIGNMENT AND SUBLETTING

15.01 Subleasing

Lessee shall not sublease or assign the Lessee's Premises or this Agreement without the prior written consent of Lessor, which consent may be withheld, conditioned or delayed if Lessor has substantially similar space available but is unleased, or if Lessor can make such space available for lease within a reasonable time. Exclusive or preferential use of Lessee's Exclusive or Preferential Use Space, or any part thereof, by anyone other than Lessee or a CPAC being handled by Lessee shall be deemed a sublease. Notwithstanding the foregoing, Lessor shall neither withhold its consent to Lessee's assignment of this Agreement to any entity (a) that results from any merger, consolidation, or a reorganization of Lessee, (b) that acquires or succeeds to all or substantially all of the assets of Lessee, (c) into which Lessee may be merged or with which it may be consolidated, nor shall Lessor withhold its consent to Lessee's subleasing to an entity which is an Affiliating Company of the Lessee provided such Affiliating Company meets the Signatory Airline's qualifications and requirements provided in this Agreement.

15.02 Required Sublease Information

Lessee shall include, with its request for permission to assign or sublease, a copy of the proposed assignment or sublease agreement. The assignment or sublease agreement shall include the following information: (i) the term; (ii) the area or space to be assigned or subleased; (iii) the sublease rentals to be charged, with sufficient detail identifying all rentals, fees, and charges, whether related to Lessor-owned facilities or Lessee-owned facilities, and administrative fees; and (iv) the provision that assignee or sublessee must execute a separate operating agreement with Lessor. Any other information reasonably requested by Lessor pertaining to said sublease or assignment shall be promptly provided

by Lessee. A fully executed copy of such sublease or assignment shall be submitted to Lessor for final approval within sixty (60) days of the occupancy of Lessee Premises, or any portion thereof, by Lessee.

15.03 Sublease Rentals

In the event of a sublease where the rentals, charges, and fees for the subleased premises exceed the rentals, charges, and fees payable by the Lessee for said premises pursuant to this Agreement, Lessee shall pay to Lessor the excess of the rentals, charges, and fees received from the sublessee over the rentals, charges, and fees specified to be paid by Lessee to Lessor herein, provided that Lessee may charge a reasonable fee for administrative costs, not to exceed fifteen percent (15%) of rentals, charges, and fees. Lessee shall also have the right to charge a reasonable fee to others for the use of Lessee's capital equipment and to charge for the maintenance and operating expenses and amortization of tenant improvements plus a reasonable fee for administrative costs, none of which shall be considered excess rentals, charges, and fees.

15.04 Lessee Obligations

Nothing in this Article 15 shall be construed to release Lessee from its obligations under this Agreement, including but not limited to the payment of rentals, fees, and charges provided herein.

ARTICLE 16. REASSIGNMENT, REALLOCATION, OR RELOCATION

16.01 Premises Adjustments

Lessor may from time to time increase space in or to the Terminal Building identifiable as Exclusive Use Space and/or Preferential Use Space as set forth in Article 4 and 5 of this Agreement through capital improvement programs in order to improve or increase capacity for air service to and from Oklahoma City. In connection with such program, it may become necessary to reassign, reallocate, or relocate part of Lessee's Premises. Lessor may only make such reassignment, reallocation, or relocation for the following reasons:

- A. To comply with a rule, regulation, or order of any federal, state, or other governmental agency (other than Lessor) that has jurisdiction over Lessor.
- B. To implement a capital improvement program at the Airport, including the terminal expansion program.

16.02 Rights of Lessee

If it becomes necessary for Lessor to make adjustments in Lessee's Leased Premises, the Lessor shall provide written notice of its intent to modify all or portions of Lessee's Leased Premises to the Lessee at least sixty (60) days prior to the date such adjustment shall occur. Lessee shall surrender such space within sixty (60) days of receipt of notice to vacate. Lessee shall be given an opportunity to meet with the Director of Airports to show cause why the reassignment, reallocation, or relocation should not be made. If Lessor requires Lessee to relocate all or part of Lessee's Premises, Lessee shall not be required to:

- A. Incur any expense reasonably associated with the relocation of its operations to Lessor required premises such as movers, painting, build out, communications relocation expenses, and such other similar expenses which shall be paid by

Lessor, and Lessor shall reimburse Lessee's verifiable and reasonable undepreciated capital cost of Lessee's improvements in the space vacated. Prior to such reassignment, reallocation, or relocation, Lessor and an impacted Lessee shall agree on which expenses Lessor or Lessee will pay or reimburse.

- B. Accept premises not reasonably adequate based on conditions at the Airport.
- C. Pay at its new location rental rates in excess of that amount it would have been required to pay in its original Premises.

ARTICLE 17. RIGHTS OF AFFILIATING COMPANIES

The rights, privileges, and obligations granted Lessee hereunder with respect to the use of the Airport, its appurtenances, and facilities, including any structures or facilities erected thereon by Lessee, or in which Lessee leases space, shall accrue to any Affiliating Company to the same extent and degree that such rights and privileges are possessed by Lessee hereunder. The exercise of such rights and privileges shall be subject to the prior written notice by Lessee documenting: (i) the relationship of the Affiliating Company which shall be in compliance with the definition of Affiliating Company in Section 1.02(C) above; (ii) Lessee's agreement that Lessee shall report all activity and pay charges and fees provided for under this Agreement and required of such Affiliating Company when it is operating on behalf of Lessee at the Airport should Lessee's Affiliating Company fail to do so; and (iii) approval by Director of the completed Exhibit A, which shall not be unreasonably withheld, conditioned or delayed.. Upon receipt by Lessor of such notice and a completed Exhibit A for Lessee's requested Affiliating Company(ies) active as of the effective date and during the term and any extensions thereof of this Agreement, Lessor shall confirm in writing the receipt of the required notice, and such rights and privileges shall take effect the first day of the month following the month in which Lessor receives the required notice by Lessee. No additional fees or charges other than those specifically set forth and payable by Lessee hereunder shall be assessed against Lessee or such other Affiliating Company. Provided, however, it is understood and agreed that should an Affiliating Company lease space directly from Lessor, such space shall not be included in the rights and privileges under this Agreement, and such space shall therefore be leased as subject to the Non-Signatory lease rates set forth in Exhibit H. Notwithstanding anything to the contrary contained herein, the Affiliating Company shall have the opportunity to become a Signatory Airline at the Airport by agreeing to the terms of and entering into a Passenger Airline Use and Operations Agreement for Signatory Carriers. Following receipt of at least five (5) days' notice by Lessee to Lessor and Affiliating Company of the date Lessee requests that Affiliating Company be removed as Lessee's Affiliating Company, Lessor shall confirm in writing the receipt of the required notice and confirmation of the date in which the Affiliating Company is removed as Lessee's Affiliating Company.

Nothing in this Article 17 shall serve to limit Lessee's rights and privileges established under Section 3.01 herein to provide ground services to an Affiliating Company that has elected to enter into a separate Passenger Airline Use and Operations Agreement for Non-Signatory Carriers.

ARTICLE 18. MISCELLANEOUS COVENANTS

18.01 Wireless Network

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

equipment or systems, or other similar related equipment or systems that could cause or be used to create electrical interference with communication between the installation upon the Airport and the aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with the services provided by any Airport communications concessionaire. Any wireless network, satellite dish, antenna wireless telephone, communications, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems shall be approved by the Director in advance of installation which such approval shall not be unreasonably withheld. Should Lessee be permitted to use wireless network, satellite dish, antenna communications, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems pursuant to written permission from the Director of Airports, said equipment shall not interfere with any systems and facilities of Lessor, other tenants at the Airport, or commercial licensed telecommunications providers, and all cabling and equipment shall be properly marked as belonging to Lessee and in accordance with industry standards or as otherwise indicated by the Director or his designated representative. Any equipment and cabling to be installed outside of the Leased Premises must be approved in advance by the Director of Airports. If Lessee's equipment is demonstrated to cause any interference, Lessee shall modify or cease its use of such equipment to eliminate said interference upon notification of said interference. Lessee agrees that it will not install or permit the installation of any equivalent system on Airport property without first obtaining the approval of the Director.

18.02 Wildlife

Lessee shall not use or permit the use of the Leased Premises by anyone acting by, through, or under Lessee so as to intentionally attract birds and other wildlife which may pose a hazard to aircraft.

ARTICLE 19. CONFORMITY OF AGREEMENT

The Lessor, in determining rental, fees, and charges for Air Transportation Companies not signatory to an agreement substantially similar to this Agreement, shall take into account the differing extent of the obligations of said Air Transportation Company or companies, but in no event shall such rentals, fees, and charges be lower than the rates charged to Signatory Airlines; provided, however, Lessor may offer an incentive program that complies with FAA requirements and those qualifying could have lower rentals, fees, and charges.

ARTICLE 20. QUIET ENJOYMENT

Lessee or an approved sublessee, upon paying the rent and other changes herein provided for and observing and keeping all covenants, agreements, and conditions of this Agreement on its part to be kept, shall quietly have and enjoy the Leased Premises during the term without hindrance or molestation by anyone claiming by, through or under Lessor as such, subject, however, to the exceptions, reservations, and conditions of this Agreement.

ARTICLE 21. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

21.01 Compliance with Laws, Rules and Regulations

Lessee shall observe and obey all federal, state and local laws, rules and regulations

governing the conduct and operation of the Airport, promulgated from time to time which are enforced in a non-discriminatory manner and are reasonably required for the prudent and efficient operation of the Airport. Such rules and regulations shall not be inconsistent with the reasonable exercise by Lessee of any right or privilege granted to it hereunder or under any other agreement between Lessee and Lessor relating to the Airport or any part thereof, nor inconsistent with safety or with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration or any other government authority having jurisdiction over operations at the Airport.

21.02 Americans with Disabilities Act Responsibilities

To aid or to provide reasonable assistance, as and to the extent required by applicable law, when a person or a passenger has identified himself/herself to the Lessee with a disability and requests assistance. In compliance with 49 CFR Part 27 and the Air Carrier Access Act, 14 CFR Part 382 and to clarify which party is responsible for the provision of services at a given time when such assistance is requested, Lessee shall be responsible for the movement of passengers who have identified themselves to the Lessee as having a disability and their luggage to/from the entrances or passenger drop off locations for arriving/departing flights and throughout the Terminal Building as and to the extent required by applicable law. Lessee shall also comply with the applicable laws and regulations for monitors, televisions and audio-visual displays for passengers and visitors under its exclusive control in the Leased Premises. Subject to the terms of this Section, Lessor and Lessee will jointly be responsible for ensuring that there are accessible routes between the Departure Gate and the passenger boarding bridge. Unless otherwise specified herein or as set forth in other agreements with other tenants of the Airport, and subject to the terms of this Section, Lessor will ensure that common public areas in the Terminal Building that are not Leased Premises of Lessee or another Signatory Airline such as restrooms, restaurants, retail space and other similar public use areas are accessible to persons with disabilities in accordance with laws or regulations applicable to Lessor and the Airport. Lessor shall assist passengers with a disability who request assistance from the rental car center to the rental car bus drop off location at the Airport Terminal Building. Further, Lessor shall provide passengers traveling with a service animal a Service Animal Relief Area (SARA) on the secured side of the Terminal Building. Lessor shall also ensure that any Lessor monitors, televisions, and audio-visual display monitors for passengers and visitors comply with applicable laws and regulations. Notwithstanding the foregoing, Lessor shall be solely responsible for complying with applicable statutes, rules, and regulations, including the ADA, in connection with its construction, maintenance, operation, and repair of any improvements to the Airport constructed, maintained, operated, or repaired by Lessor hereunder.

ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS

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

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

ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE

23.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 23.01.1 *Compliance with Regulations:* The Lessee 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.
- 23.01.2 *Nondiscrimination:* The Lessee will not discriminate on the grounds of race, color, or national origin in the solicitation, selection, and retention of any subcontractors, including procurements of materials and leases of equipment. The Lessees will not participate directly or indirectly in the discrimination prohibited by the *Nondiscrimination Acts and Authorities*, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.01.3 *Solicitations for Subcontracts, including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leased of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 23.01.4 *Information and Reports:* The Lessee will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or 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.
- 23.01.5 *Noncompliance:* In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will pose such contract sanction [in accordance with the provisions of this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1. Withholding any payments to the Lessee under the Agreement until the Lessee complies; and/or
 - 2. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- 23.01.6 *Incorporation of Provisions:* The Lessee will include the provisions of [Section

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

23.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

ARTICLE 24. TITLE VI CLAUSES

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

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant 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, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities.

ARTICLE 25. [INTENTIONALLY OMITTED]

ARTICLE 26. EMPLOYEE BADGING AND BACKGROUND CHECKS

Lessee shall require that its officers, employees, suppliers, contractors, subcontractors or any sub-tier thereof, Third Party Vendors, and agents must abide by all applicable security regulations of the Department of Airports (DOA), Federal Aviation Administration (FAA), and the Transportation Security Administration (TSA). Any of Lessee's officers, invitees, employees, suppliers, contractors, Third Party Vendors, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those employees or contractors or Third Party Vendors must submit a set of fingerprints for a Criminal History Records Check (CHRC) conducted by the Federal Bureau of Investigation (FBI) as required by TSA Regulation Part 1542. In addition, the applicant must submit biographical information for a Security Threat Assessment (STA) conducted by the TSA. At the time the application is made, Lessee shall be responsible for

payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$20.00 per person. Upon a satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued.

ARTICLE 27. HAZARDOUS MATERIAL AND COMPLIANCE WITH ENVIRONMENTAL LAW

27.01 Definitions

- 27.01.01 "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 including but not limited to the ODEQ General Permit OKR05 and SWPPP, any plan or policy in effect for the Airport, or other applicable industry guidance adopted pursuant to Environmental Laws.
- 27.01.02 "Contamination" shall mean the presence of any Hazardous Materials in concentrations exceeding those thresholds identified pursuant to Environmental Laws as relevant and appropriate including, where previously approved by the Director, risk-based standards for Hazardous Materials.
- 27.01.03 "Hazardous Material(s)" shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, deicing chemicals, 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 a hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.
- 27.01.04 "Environmental Law(s)" shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, or regulations, now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment, and include but are not limited to: the Solid Waste Disposal Act (SWDA), 42 U.S.C. § 6901 *et seq.*, as amended, including, but not limited to, the Resources Conservation and Recovery Act (RCRA) of 1976, Pub. Law No. 94-580, and the Hazardous and

Solid Waste Amendments of 1984, Pub. Law No. 96-482; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, Pub. Law No. 99-499; the Emergency Planning and Community Right to Know Act (EPCRA), 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136 *et seq.*; the Clean Air Act (CAA), 42 U.S.C. § 7401 *et seq.*; the Clean Water Act (CWA), 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Act (OPA) of 1990 (OPA), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 5101 *et seq.*; the Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § 651 *et seq.*, and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma or in regulations promulgated pursuant to such laws.

27.02 Hazardous Material

Lessee hereby covenants not to permit or introduce any Hazardous Material(s) onto the Leased Premises other than those specifically addressed below in Paragraph 27.02.01 through 27.02.06, unless specifically approved in writing by the Director of Airports, which consent shall not be unreasonably withheld. All Hazardous Materials must be used, kept, generated, and stored in compliance with applicable Environmental Laws by Lessee, its agents, employees, contractors, Third Party Vendors, Fuel Contractors, or invitees. .If Lessee breaches the obligations stated in this Article 27, or if the presence of Hazardous Material or chemicals that may become Hazardous Materials on or migrating from the Leased Premises or Airport is caused or permitted by Lessee or its agents, employees, contractors, Third Party Vendors, Fuel 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 Agreement as well as any applicable federal, state or other relevant authority.

27.02.01 *Fuel and Fueling Activities:* Lessee may not store any aviation fuel, propellants, lubricants, or any other materials or supplies used for its aircraft fueling activities on the Leased Premises or Airport. Fueling Activities may only be performed by Fueling Contractors authorized in writing by the Director of Airports in compliance with Article 29.

27.02.02 *Grease, oil and other similar fluids:* Lessee may not store any grease, oil and other similar fluids on the Leased Premises or Airport, unless approved in advance by the Director and then only when all products and waste generated from use of these products are managed in compliance with all applicable Environmental Laws. Lessee shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated oil, grease or other similar fluids, other than *de minimis* quantities, on the Airport or Leased Premises that are the result of Lessee's operations under this Lease Agreement.

27.02.03 *Cleaning solvents and degreasers:* Lessee may utilize cleaning solvents and degreasers on the Leased Premises as long as Lessee manages all products and wastes generated from use of these products in compliance with all

applicable Environmental Laws. Chlorinated solvents are prohibited unless approved in writing by the Director.

27.02.04 *Aircraft Deicing or anti-icing activities:* Deicing Services on aircraft may only be with FAA approved deicing chemicals in compliance with the Airport's Snow and Ice Control Plan, Airport Deicing Policy and as otherwise required by state, local or federal laws and regulations. Deicing shall only be performed on aircraft in the Deicing Areas. The storage of any deicing chemicals shall be by separate agreement with the Lessor. If Lessee or its Third Party Vendor or FBO uses any deicing chemicals on the Airport for Lessee or its Affiliating Companies, Lessee shall maintain a record, including any Safety Data Sheet, of the type of deicing chemicals used. Lessee shall also report monthly from October to March on Lessee's Monthly Report the type(s) of deicing chemicals and the monthly quantities used, either as measured, by metering, or by best estimates.

27.02.05 *Pavement Deicing or Anti-icing activities:* Lessee may only utilize deicing chemicals that are acetate-based chemicals for pavement deicing. The use of glycol based, or other chemicals shall not be utilized unless the type and amount of said chemicals are pre-approved in writing by the Director. Urea based chemicals should not be used. All pavement deicing or anti-icing shall be consistent with the Airport's Snow and Ice Control Plan or as otherwise required by state, local or federal laws or regulations. Lessee shall report monthly from October to March on Lessee's Monthly Report the quantities and type of deicing products used on the Airport for the calendar month either as measured, by metering, or by best estimates.

27.02.06 *Cargo Operations:* Lessor acknowledges that Lessee, Lessee's Third Party Vendors, or Lessee's other contractors may receive and store Hazardous Materials through its normal cargo and freight operations on the Leased Premises. Such Hazardous Materials shall only be stored pending further shipment, and Lessee shall require its Third Party Vendors or other contractors to maintain Safety Data Sheets for all such shipments when required by applicable Environmental Laws or other laws and regulations regarding such shipment and storage. The handling and storage of Hazardous Materials shall be in compliance with all applicable Environmental Laws or other laws and regulations regarding such shipments and operations.

27.03 Compliance with Environmental Law(s) and Regulations

Lessee shall or shall cause its agents, employees, contractors, including Lessee's Third Party Vendors and Fuel Contractors, or Lessee's invitees to conduct all their activities (Lessee's Activities): (i) in compliance with applicable Environmental Laws, the environmental provisions of this Agreement, the Lessor's rules and regulations and any other applicable laws and regulations; and (ii) in cooperation with the Lessor in the Lessor's efforts to comply with applicable Environmental Laws to the extent Lessor's ability to comply is dependent on Lessee's Activities; and (iii) in adherence with Best Management Practices applicable to the Lessee's use of the Leased Premises or Airport. 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 any aspect of Lessee's Activities, including but not limited, to any associated discharge or runoff. If Lessee's Activities, commercial or

industrial, conducted on the Leased Premises are subject to coverage under the Oklahoma Department of Environmental Quality, General Permit OKR05, or any other necessary permits or authorizations from any other regulatory agency, Lessee shall or shall cause its Lessee's Third Party Vendors and Fuel Contractors, as applicable, to obtain the appropriate permit coverage required under applicable Environmental Laws.

27.04 Hazardous Materials Release

Without limiting the foregoing, if Lessee or its agents, employees, invitees, Third Party Vendors, or contractors should in any manner, leak, discharge, spill or release Hazardous Materials upon the Terminal Apron, Airfield Area, Airport or Leased Premises in connection with Lessee's activities, Lessee and its agents, Third Party Vendors, or contractors shall be strictly liable to the Lessor, jointly legally and financially responsible and will incur direct liability pursuant to Environmental Laws. Lessee or its agents, employees, invitees or contractors shall respond to the Hazardous Materials release in compliance with all Environmental Laws including any required reporting as well as prompt removal of such Hazardous Materials and any resulting Hazardous Materials Contamination with agency oversight, which agency oversight shall occur to the extent required by applicable 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 27 whether such Hazardous Materials release or Contamination occurs before, during, or after such assignment or subletting of the Leased Premises, provided that such Hazardous Materials release of Contamination arises from the use and occupation of the Leased Premises or Airport by the Assignee/Assignor or the Sublessor/Sublessee.

27.04.01 *Immediate Response:* Lessee shall immediately notify airport firefighting and rescue services, and Airport Operations of any leak or spill on the Leased Premises or Airport from Lessee's Activities as soon as they are known to Lessee. Lessee, whether by Lessee or through its agents, employees, contractors, Third Party Vendors, Fuel Contractors, or invitees, shall immediately respond to leaks and spills of material that is or may become Hazardous Material caused by Lessee's Activities, 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 Activities. In the event of a release of Hazardous Material from Lessee's Activities above any reportable quantity or threshold under applicable Environmental Laws, Lessee must fulfill all required reporting obligations under applicable Environmental Laws.

27.04.02 *Mitigation and Remediation:* Lessee shall promptly undertake, at Lessee's sole expense, all actions necessary to ensure that any violation of Environmental Laws by Lessee or violation of the environmental provisions of this Lease Agreement by Lessee, or any release of Hazardous Material or Contamination caused by Lessee, its officers, directors, employees, agents, contractors or resulting from Lessee's Activities, that is in any way associated with the Leased Premises or Airport, is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a "No Further Action" determination of completion or its equivalent is obtained from the regulatory or equivalent

agency or agencies with jurisdiction over the Hazardous Material release and/or the Contamination. As a basis for obtaining a “No Further Action” determination, Lessee may not rely on any limiting condition or restricted use of the Lessor’s property unless such conditional or restricted use has been approved in writing by the Lessor, in Lessor’s reasonable sole discretion which shall not unreasonably be withheld, prior to the regulatory agency’s approval. The Lessee shall use all practicable efforts to remove the Hazardous Materials release and/or Contamination in order to return the Premises and Airport to the condition existing prior to the introduction of any such Hazardous Material or as otherwise agreed to by the Lessor in its reasonable sole discretion.

Prior to proposing any limiting condition or restricted use as the basis for corrective action or remediation proposal to the regulatory agency, Lessee shall seek the Lessor’s approval of corrective action or remediation using a risk based corrective action approach to achieve a conditional “No Further Action” or equivalent determination of completion. Should the Lessor approve such an alternative risk-based approach in the sole discretion of the Lessor, which shall not be unreasonably withheld, then the Lessee agrees that it shall remain liable for, and indemnify and hold harmless Lessor from, any incremental environmental costs the Lessor may incur in the future due to operation of Environmental Laws as applied to any residual contamination caused by Lessee’s Activities and residing on Lessor property after Lessee has completed such a risk-based corrective action, including those relying on Lessor’s previously approved institutional controls, which liability and indemnification shall survive the termination of this Lease Agreement without limitation pursuant to Section 27.04 below.

With respect to risk-based cleanup and subject to Lessee’s continuing obligation to indemnify Lessor for any Hazardous Materials resulting from Lessee’s Activities 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.

27.04.03 *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 30 days to submit comment and to provide Lessor’s 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.

27.05 Environmental Indemnification

In addition to all other indemnities provided in this Agreement, Lessee agrees to defend,

indemnify, and hold the Lessor and The City of Oklahoma 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 Lessee's Activities including but not limited to generation, manufacture, processing, use, release, as these terms are defined and used by Environmental Laws, or other spills or leaks of 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 only to the extent such Hazardous Material are connected with, or violations of Environmental Laws are caused by Lessee's Activities whether: (i) made, commenced or incurred during the Term; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Lessee's obligation to indemnify the Trust and City pursuant to this Section shall not apply with respect to either: (i) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; (ii) any Hazardous Material released by third-party's activities unrelated to Lessee's Activities; or (iii) any Hazardous Material (for which Lessee is not otherwise responsible) clearly demonstrated to be migrating onto the Leased Premises from some other location through no fault of Lessee.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises.

27.06 Exclusive

No remedy provided herein shall be deemed exclusive of any other remedy available under statutory, equitable or common law.

27.07 Environmental Reporting and Permitting

To the extent applicable, Lessee, on behalf of itself or its agents, employees, contractors, including but not limited to Third Party Vendors and Fuel Contractors, invitees or sublessees, shall make available to the Lessor upon reasonable written request to Lessee copies of all Safety Data Sheets (SDS) for all Hazardous Materials used or stored by or on behalf of Lessee to support any Lessee Activities on the Leased Premises. To the extent applicable, Lessee shall provide the Lessor with copies of any environmentally related regulatory permits or approvals related to the Lessee's Activities on the Leased Premises (including revisions or renewals) and any material plan, report or notice maintained on the Leased Premises related to Lessee's Activities, or receives from, or provides to, any governmental unit or agency in connection with the 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 related to Lessee's Activities. To the extent applicable, Lessee shall make available to the Lessor, upon reasonable advance written request, copies of all stormwater-related plans, reports, and compliance documentation related to the Lessee's Activities on the Leased Premises as required by state, local or federal laws or regulations.

27.08 Violation of Environmental Law

If there is a violation of any Environmental Laws concerning the Lessee's use, generation, storage or other management of Hazardous Materials on the Leased Premises, 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.

ARTICLE 28. GENERAL CONDITIONS

28.01 Notices

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

For the Lessor: Oklahoma City Airport Trust
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Facsimile (405) 316-3311
Email: wrwabusinessandproperties@okc.gov

For the Lessee: [NAME]
[ADDRESS]
[CITY, ST ZIP]
Email:

A party may designate a change the physical address, email, or telecopy in writing from time to time by written notice given to the other Party in accordance with this paragraph 28.01.

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

28.02 Non-Waiver

The waiver by a party of any breach of the other party of any term, covenant, provision, or

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

28.03 Binding Effect

This Agreement shall be binding upon the parties on the commencement date of the term as set forth in Article 2 and shall inure to the benefit of and be binding upon Lessor, Lessee, and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions and conditions of this Agreement.

28.04 Severability

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

28.05 Entire Agreement; Modification Hereof

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

28.06 Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

28.07 Effect of Saturdays, Sundays, and Legal Holidays

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

28.08 Descriptive Headings: Table of Contents

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

28.09 Construction and Enforcement

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

make such payment or to perform or not to perform, as the case may be, such act or obligation.

28.10 Venue

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

28.11 Construction of Agreement

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

28.12 Recitals Contractual in Nature

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

28.13 Holding Over

If Lessee shall hold over without the written consent of Lessor and remain in possession of the Leased Premises after the expiration of the term specified herein, such possession by Lessee shall be deemed to be merely a month-to-month tenancy, terminable upon thirty (30) days' written notice, delivered at any time by either party. During any such month-to-month tenancy, Lessee shall promptly pay at a rate of 120% of the total monthly rentals, fees and charges. Provided, however, it is understood and agreed that if Lessor consents to a hold over for the timeframe established in writing by the Director of Airports to Lessee during good faith negotiations between the parties for a new signatory agreement, said 120% hold over rate shall not apply but shall be at the then current calculated rates and charges. All other provisions of this Agreement shall apply to said month-to-month tenancy.

28.14 Subordination to Bond Indenture

This Agreement and all rights granted to Lessee hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by the Lessor in the Bond Resolution executed by the Lessor. The Lessor expressly reserves the right to make such pledge and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of bonds.

28.15 Surrender of the Leased Premises

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

ARTICLE 29. FUEL SERVICES

29.01 Fueling Contractor

Lessee shall have the right to obtain Fuel Services at the Airport; provided, however, unless otherwise agreed by Lessor, only a Fueling Contractor shall be permitted to provide

Fuel Services for Lessee's and Lessee's Affiliating Company's aircraft and ground equipment on the Airport. Third Party Vendors may not fuel any aircraft unless otherwise agreed by Lessor.

29.02 Storage Tanks

As of the date hereof, Lessor is unable to accommodate, provide or allow for any new individual fuel storage tanks for Signatory Airlines in the Airport fuel storage facilities; therefore, unless and until Lessor is able to accommodate such additional fuel storage tanks, Lessee agrees to obtain or cause to be obtained its Fuel Services needs and those Fuel Services needs of its Affiliating Companies while on the Airport from a Fuel Contractor who shall obtain all fuel from either the existing Airport Fuel Storage Facility or from a Fueling Contractor's storage tank(s). Any fuel obtained for Lessee or its Affiliating Company at the Airport from a Fueling Contractor shall be obtained only for Lessee or its Affiliating Company's use in connection with its Air Transportation Business and may not be otherwise sold, exchanged, or bartered.

29.03 Ingress/Egress

Lessor shall provide Fueling Contractors and their respective employees, agents and representative's ingress, and egress access across, over, and through the Airport for the Airport Fuel Storage Facilities and to such other locations as are reasonably necessary to provide Fuel Services.

29.04 Regulations

In connection with its receipt of Fuel Services at the Airport, Lessee shall comply with any rules, regulations, and laws of any federal, state or local government which may be applicable to the operation of said Fuel Service.

29.05 Revocable Permit

To the extent that Lessee and Lessor previously entered into a fuel Revocable Permit for the fueling of aircraft or any such other similar agreement or arrangement, said agreement is hereby revoked by the parties and only this Agreement shall provide the rights and privileges of Lessee to receive Fuel Services on the Airport.

29.06 Signatory Fuel Flowage Fee

Any aviation fuel dispensed on the Airport and obtained for Lessee or for any Affiliating Company of the Lessee whether from the Airport Fuel Storage Facility or from a Fueling Contractor's own storage tank(s) shall be subject to a \$0.02 per gallon, but no more, Signatory Fuel Flowage Fee during the term of this Agreement. Lessee's applicable Fueling Contractor shall collect, report, and remit monthly to the Lessor the Signatory Fuel Flowage Fee pursuant to an agreement between Lessor and such Fueling Contractor. Such Fueling Contractor may pass the Signatory Fuel Flowage Fee to the Lessee or other applicable Signatory Airline pursuant to a separate agreement between the Fueling Contractor and such entity.

29.07 Non-Signatory Fuel Flowage Fee

Any aviation fuel dispensed on the Airport and obtained by a Non-Signatory Airline on the Airport or caused to be obtained on the Airport for a Non-Signatory Airline whether fuel is from the Airport Fuel Storage Facility or directly from a Fueling Contractor's own storage tank(s) shall be subject to a Non-Signatory Fuel Flowage Fee of \$0.05 per gallon or such other reasonable rate established by the Lessor. Said Non-Signatory Fuel Flowage Fee will be collected, reported and remitted monthly to the Lessor by the applicable Fueling

Contractor pursuant to a separate agreement between the Lessor and such Fueling Contractor. A Fueling Contractor may pass the Non-Signatory Fuel Flowage Fee to a Non-Signatory Airline.

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

ATTEST:

Name

Name

Title

Title

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APPROVAL RECOMMENDED:

Director of Airports

APPROVED by the Trust and signed by the Chairman of the Oklahoma City Airport Trust
this ____ day of _____, 20__.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST:

Trust Secretary

Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City
this ____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

REVIEWED as to form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

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EXHIBIT A

AFFILIATING COMPANY NOTIFICATION

Lessee, _____, is a Signatory Airline at Will Rogers World Airport (OKC) pursuant to an Agreement with the Lessor and Lessee hereby provides notice to the Lessor that the below named company will be an Affiliating Company to the Lessee in accordance with the terms and conditions of the Agreement.

AFFILIATING COMPANY: _____ d/b/a _____
Effective Date: _____ Date of Termination: _____
ADDRESS: _____ Point of Contact: _____
_____ Telephone: (____) ____ - _____
_____ Fax: (____) ____ - _____
Email: _____

FOR THE AFFILIATING COMPANY:

AFFILIATING COMPANY agrees that it will comply with all terms, conditions, covenant, and obligations as set forth in the Passenger Airline Operating and Lease Agreement for Signatory Carriers between the Oklahoma City Airport Trust and the named LESSEE in the same manner and extent as if AFFILIATING COMPANY was a named lessee, save and except obligations under Section 4.01, as amended and dated _____.

The below signed states that he /she is an authorized agent on behalf of the AFFILIATING COMPANY to bind the AFFILIATING COMPANY to the terms set forth herein.

AFFILIATING COMPANY:

By: _____
Title: _____

FOR THE LESSEE:

Pursuant to the Passenger Airline Operating and Lease Agreement for Signatory Carriers between the Oklahoma City Airport Trust and the named LESSEE, the LESSEE acknowledges and consents to the above-named AFFILIATING COMPANY as an AFFILIATING COMPANY to LESSEE.

The below signed states that he/she is an authorized agent on behalf of the LESSEE to bind the LESSEE to the terms set forth herein.

LESSEE:

By: _____
Title: _____

Oklahoma City Airport Trust
 Will Rogers World Airport
 Airline Exhibits

Exhibit B: Lessee's Local Contact Form

SERVICES	COMPANY	CONTACT	TITLE	EMAIL	CELL NUMBER
Lessee/Signatory					
Station Manager Office Number					
Fueling Contractor	_____ (Must be FBO on the Airport)				

Please provide name of company(s), contact(s) and telephone number(s) performing the following services. If Lessee is providing services itself, please note "Lessee". Lessee may provide these services directly to itself or may utilize a Third Party Vendor unless otherwise noted. Third Party Vendors and FBOs must be authorized to conduct services on the Airport, as evidenced by a contract or permit with the Airport, prior to utilization by the Lessee/Signatory.

SERVICES	COMPANY	CONTACT	TITLE	EMAIL	CELL NUMBER	SPACE PROVIDED	EQUIPMENT PROVIDED
Above Wing							
Below Wing							
Deicing							
Special Needs Handling (ADA)							
Other (please specify)							

NOTE: This form should be updated as information changes and scanned to: wwwbusinessproperties@okc.gov

OR deliver to:

Oklahoma City Airport Trust
 Attention: Airport Land & Property Administrator
 7100 Terminal Drive, Box 937
 Oklahoma City, OK 73159

NOTE: Please submit additional information as necessary.

EXHIBIT C

ISSUE DATE: _____	 OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE	PROJECT OR CONTRACT NUMBER: _____
-------------------	---	--------------------------------------

PRODUCER ADDRESS	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW. COMPANIES AFFORDING COVERAGE
	COMPANY A LETTER
	COMPANY B LETTER
	COMPANY C LETTER
	COMPANY D LETTER
	COMPANY E LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE AND TAIL COVERAGE <input type="checkbox"/> CONTRACTUAL LIABILITY Ded/SIR \$ _____				GENERAL AGGREGATE
				BODILY INJURY (Per Person)
				PROPERTY DAMAGE (Per Accident)
				EACH OCCURRENCE
				MEDICAL EXPENSES (Any One (1) Person)
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT
				BODILY INJURY (Per Person)
				BODILY INJURY (Per Accident)
				PROPERTY DAMAGE
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT
				DISEASE - POLICY LIMIT
				DISEASE - EACH EMPLOYEE
VALUABLE PAPERS INSURANCE (If required by Contract)				
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE
				AGGREGATE
OTHER (If required by Contract)				

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS
 THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.

CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937	CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE TELEPHONE NUMBER ()
--	--

EXHIBIT C

(PLEASE READ CAREFULLY)

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

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

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

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

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

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

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

EXHIBIT D
LESSEE'S LEASED PREMISES

Exhibit E - Maintenance Matrix

AREA DESCRIPTION	COMMON USE	TERMINAL Landside Exterior	EXCLUSIVE			CONCOURSE			Airside Unenclosed Areas	JOINT USE Bag System Security Checkpoint
			Bag Offices Floor - 1	Ticket Counter Floor - 2	Back Office Floor - 2	Departure Gate w/Hold Room	Apron	Operations		
1 Building Exterior										
a. Doors	OCAT	OCAT								
b. Insulation and Weather Stripping	OCAT	OCAT								
c. Lighting Mounted on Outside of Building	OCAT	OCAT								
d. Roof	OCAT	OCAT								
e. Walls and Load-Bearing Structures	OCAT	OCAT								
f. Windows	OCAT	OCAT								
g. Curbside check-in (podium, inserts, IT)	A	A								
h. Curb and sidewalk		OCAT								
i. Shelter		OCAT								
2 Building Interior										
a. Back Wall Finish at ticket counter.				A						
b. Paint and Wall Finishes ⁽¹⁾	OCAT		A		A	OCAT	A	A		OCAT
c. OCAT owned - Counter and Podium Shell, (e.g. Frontier, Allegiant and VIA).				OCAT		OCAT				
d. Airline owned - Counter and Podium Shell.			A	A		A				
e. Insert Cabinetry			A	A	A	A	A		A	
f. Furnishings and Millwork			A	A	A	A	A	A	A	
g. Ceiling Tiles	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
h. Doors	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
i. Flooring: Carpet & Tile	OCAT		OCAT ⁽²⁾	OCAT ⁽²⁾	OCAT ⁽²⁾	OCAT		OCAT ⁽²⁾		OCAT
j. Air Conditioning: (Maint., Operation, Chilled Air Distribution)	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT		OCAT
k. Heating: (Maint., Operation, Warm Air Distribution)	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT		OCAT
l. Insulation/Weather Stripping	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT		OCAT
m. Interior Wall Windows	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT		OCAT
n. Passenger Seating and Accessories	OCAT		A			OCAT				OCAT
o. Restrooms	OCAT							OCAT		

Exhibit E - Maintenance Matrix

AREA DESCRIPTION	COMMON USE	TERMINAL Landside Exterior	EXCLUSIVE			CONCOURSE			Airside Unenclosed Areas	JOINT USE Bag System Security Checkpoint
			Bag Offices Floor - 1	Ticket Counter Floor - 2	Back Office Floor - 2	Departure Gate		Operations		
			w/Hold Room	Apron						
3 Door Locks, Locksets and Keys ⁽²⁾	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
4 Signs										
a. Counter Back Wall			A	A						
b. Departure Gate Walls						OCAT				
c. External on Bridges (branding only)							A			
d. Directional Signage	OCAT	OCAT								OCAT
5 Fire Alarm Systems and Other Equipment										
a. Fire Alarm System	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT		OCAT	OCAT	OCAT
b. Fire Extinguishers ⁽⁴⁾	A	A	A	OCAT	A	A	A	A	OCAT	OCAT
c. Defibrillators	OCAT									
6 Lighting (fixtures and bulbs) ⁽⁵⁾	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
7 Electricity ⁽⁶⁾	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
8 Natural Gas	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
9 Pest Control	OCAT	OCAT	A	A	A	OCAT	OCAT	A	OCAT	OCAT
10 Water										
a. Distribution	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
b. Plumbing	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
c. Ice Machines			A		A			A		
d. Potable Water Cabinets							A		A	
11 Janitorial, Trash, and Recycling Services										
Recycling of Paper, Plastic and										
a. Cardboard	OCAT	OCAT	A	A	A	A	A	A	A	OCAT
b. Janitorial	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
c. Window Cleaning	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
d. Trash receptacle removal	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
12 Communications										
a. Public Address System	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT		OCAT	OCAT	OCAT
Communication Lines/Conduit:										
b. Tenant-installed	A		A	A	A	A	A	A	A	OCAT
Communication Lines/Conduit:										
c. OCAT-installed	OCAT		OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT	OCAT
d. FIDS ⁽⁷⁾	OCAT									
e. Broadband Access ⁽⁸⁾			A	A	A	A		A		

Exhibit E - Maintenance Matrix

AREA DESCRIPTION	COMMON USE	TERMINAL Landside Exterior	EXCLUSIVE			CONCOURSE			JOINT USE Bag System Security Checkpoint
			Bag Offices Floor - 1	Ticket Counter Floor - 2	Back Office Floor - 2	Departure Gate w/Hold Room Apron	Operations	Airside Unenclosed Areas	
13 Equipment and Computer Systems									
a. Airline Proprietary Computer System	A		A	A	A	A		A	
b. Airline Ticketing and Gate Equipment	A		A	A	A	A		A	
c. Ticket Kiosks	A		A	A	A	A		A	
d. Computer Room Temperature Control					OCAT			OCAT	
e. Radio, Meteorological and Aerial Navigation Equipment			A		A			A	
f. Curbside / Ticket Counter Scales				A					
14 Baggage Conveyance System and Carousels									
a. Repair and Maintenance ⁽⁹⁾				OCAT					OCAT
15 Ramp Areas ⁽¹⁰⁾									
a. Ramp Scrubbing							OCAT		
Special Requests Pavement							OCAT		
b. Painting							OCAT		
c. Pavement Maintenance							OCAT		
d. Janitorial and Trash Removal							OCAT		

FOOTNOTES

- 1 Airlines maintain their own back wall color, paint and signage. Airline changes must be approved by the Director.
 - 2 OCAT responsible for VCT or OCAT supplied carpet. Any modification by Airlines becomes Airlines responsibility.
 - 3 Insert locks and keys are responsibility of Airlines.
 - 4 Airlines are responsible for their own ramp gate fire extinguishers.
 - 5 Airline shall be responsible for any light fixtures installed by Airline.
 - 6 Airline shall be responsible for electricity to their leased passenger boarding bridges.
 - 7 Airlines are responsible for any FIDS owned/controlled/operated by Airlines.
 - 8 Airline shall be responsible for developing their own broadband service and data circuits to their leased space for new requirements.
 - 9 Airline responsible for trash receptacle in baggage makeup.
 - 10 Airline shall safely and properly collect and dispose of bio-hazards and other hazmat from their aircraft and provide trash removal from their jet bridges, and will mitigate any ineffective response and charge Airline for the clean-up.
- * Passenger Boarding Bridges are owned by OCAT, and OCAT bears all responsibility.

EXHIBIT F

CPAC GUIDELINES

1. Ticket Counter Space

Lessee will provide inserts and finish out for Ticket Counter Space. Configuration and appearance of Ticket Counter Space including kiosks, shells, enclosing cabinets, and inserts shall be approved by the Director prior to installation to ensure a complementary design throughout the Terminal Building. The Director's approval shall not be unreasonably withheld, conditioned or delayed. When required, all kiosks, ticket counters, or other finish out shall be ADA compliant. Lessee shall provide baggage scales. Only monitors or televisions with arrival/departure information or other wayfinding information such as gate or TSA information will be allowed. Commercial solicitations are not allowed. Lessee may use its standard corporate design and logos approved by the Director. If Lessee does not have a standard corporate design or logo, the shell of the check-in counter and backwall will be the standard Lessor design.

2. Hold Room Podiums and Backwall

The Lessee may install its Lessee-specific counters, podiums, and backwalls in its Preferential Use Space used for passenger hold room areas at a Lessee's leased Departure Gate.

The Lessee-provided counters and backwalls in hold room areas at a Departure Gate shall be subject to approval of the Director of Airports prior to installation to ensure complementary design throughout the Terminal Building. The Director's approval shall not be unreasonably withheld, conditioned or delayed. Only monitors or televisions with arrival/departure information or other wayfinding information will be allowed. Commercial solicitations are not allowed. Lessee may use its standard corporate design and logos approved by the Director. If Lessee does not have a standard corporate design or logo, the shell of the check-in counter and backwall will be the standard Lessor design.

3. Curbside Check-in

Subject to the approval of the Director, the Lessee may install its Lessee-specific curbside check-in counters consistent with 3.01 (O) and such designated space shall be considered Preferential Use Space herein, but such areas shall not be subject to rental fees for the use of such space.

4. Baggage Claim Area

The Lessee may not install any equipment, television, or monitor, in the public side of the Baggage Claim Area. Temporary or removable informational, directional or branding signage may be allowed with advance written approval by the Director.

Oklahoma City Airport Trust
 Will Rogers World Airport
 Airline Exhibits
Exhibit G-1: Debt Service
 07/01/19

Due Date	FY	Junior Lien 32b				Junior Lien 30*				Total				Allocation of Debt Service			
		Principal Payments	Interest Payments	Total Payment	Annual Payment	Principal Payments	Interest Payments	Total Payment	Annual Payment	Principal Payments	Interest Payments	Total Payment	Annual Payment	PFC Eligible** 74.7%	Airline*** 8.0%	OCAT 17.3%	Total 100.0%
7/1/07	6/30/07	\$0	\$577,856	\$577,856	\$577,856	\$0	\$0	\$0	\$0	\$0	\$577,856	\$577,856	\$577,856	\$431,823	\$46,228	\$99,804	\$577,856
1/1/08			794,000	794,000			0	0			794,000	794,000					
7/1/08	6/30/08	0	794,000	794,000	1,588,000	0	0	0	0	0	794,000	794,000	1,588,000	1,186,690	127,040	274,270	1,588,000
1/1/09			794,000	794,000			0	0			794,000	794,000					
7/1/09	6/30/09	0	794,000	794,000	1,588,000	0	0	0	0	0	794,000	794,000	1,588,000	1,186,690	127,040	274,270	1,588,000
1/1/10			794,000	794,000			0	0			794,000	794,000					
7/1/10	6/30/10	0	794,000	794,000	1,588,000	0	0	0	0	0	794,000	794,000	1,588,000	1,186,690	127,040	274,270	1,588,000
1/1/11			794,000	794,000			0	0			794,000	794,000					
7/1/11	6/30/11	0	794,000	794,000	1,588,000	0	409,049	409,049	409,049	0	1,203,049	1,203,049	1,997,049	1,492,367	159,764	344,918	1,997,049
1/1/12			794,000	794,000			625,439	625,439			1,419,439	1,419,439					
7/1/12	6/30/12	0	794,000	794,000	1,588,000	5,036,500	625,439	5,661,939	6,267,378	5,036,500	1,419,439	6,455,939	7,875,378	5,885,159	630,030	1,360,188	7,875,378
1/1/13			794,000	794,000			524,709	524,709			1,318,709	1,318,709					
7/1/13	6/30/13	0	794,000	794,000	1,588,000	5,245,450	524,709	5,770,159	6,294,868	5,245,450	1,318,709	6,584,159	7,882,868	5,890,757	630,629	1,361,482	7,882,868
1/1/14			794,000	794,000			419,800	419,800			1,213,800	1,213,800					
7/1/14	6/30/14	0	794,000	794,000	1,588,000	5,465,000	419,800	5,884,800	6,304,600	5,465,000	1,213,800	6,678,800	7,892,600	5,898,029	631,408	1,363,163	7,892,600
1/1/15			794,000	794,000			310,500	310,500			1,104,500	1,104,500					
7/1/15	6/30/15	0	794,000	794,000	1,588,000	5,690,000	310,500	6,000,500	6,311,000	5,690,000	1,104,500	6,794,500	7,899,000	5,902,812	631,920	1,364,268	7,899,000
1/1/16			794,000	794,000			168,250	168,250			962,250	962,250					
7/1/16	6/30/16	0	794,000	794,000	1,588,000	5,980,000	168,250	6,148,250	6,316,500	5,980,000	962,250	6,942,250	7,904,500	5,906,922	632,360	1,365,218	7,904,500
1/1/17			794,000	794,000			18,750	18,750			812,750	812,750					
7/1/17	6/30/17	4,845,000	794,000	5,639,000	6,433,000	750,000	18,750	768,750	787,500	5,985,000	812,750	6,407,750	7,220,500	5,395,778	577,640	1,247,082	7,220,500
1/1/18			58,866	58,866			0	0			58,866	58,866					
7/1/18	6/30/18	5,150,000	230,347	5,380,347	5,439,213	0	0	0	0	5,150,000	230,347	5,380,347	5,439,213	4,064,648	435,137	939,429	5,439,213
1/1/19			181,937	181,937			0	0			181,937	181,937					
7/1/19	6/30/19	7,110,000	181,937	7,291,937	7,473,874	0	0	0	0	7,110,000	181,937	7,291,937	7,473,874	5,585,121	597,910	1,290,843	7,473,874
1/1/20			115,103	115,103			0	0			115,103	115,103					
7/1/20	6/30/20	7,245,000	115,103	7,360,103	7,475,206	0	0	0	0	7,245,000	115,103	7,360,103	7,475,206	5,586,117	598,016	1,291,073	7,475,206
1/1/21			47,000	47,000			0	0			47,000	47,000					
7/1/21	6/30/21	5,000,000	47,000	5,047,000	5,094,000	0	0	0	0	5,000,000	47,000	5,047,000	5,094,000	3,806,675	407,520	879,805	5,094,000
1/1/22			0	0			0	0			0	0					
7/1/22	6/30/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1/1/23			0	0			0	0			0	0					
7/1/23	6/30/23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1/1/24			0	0			0	0			0	0					
7/1/24	6/30/24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1/1/25			0	0			0	0			0	0					
7/1/25	6/30/25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		\$29,350,000	\$17,435,149	\$46,785,149	\$46,785,149	\$28,166,950	\$4,543,945	\$32,710,895	\$32,710,895	\$57,516,950	\$21,979,094	\$79,496,044	\$79,496,044	\$59,406,278	\$6,359,684	\$13,730,083	\$79,496,044

* The Series 27 Junior Lien Bonds were refunded with the Series 29b and Series 30 Junior Lien Bonds.

** The PFC eligible portion is based on percentage of eligible space associated with the terminal expansion.

*** The percentage allocation for the airline portion was based on the following:

	Principal
Series 27A	\$35,520,000
Series 27B	\$1,215,000
	\$36,735,000
Airline Portion	\$7,545,000
Percent of Airline Portion	8%

Oklahoma City Airport Trust
Will Rogers World Airport
Airline Exhibits

Exhibit G-2: Operating Expenses

07/01/19

Activity	Account	Actual 2018	Budget 2019	Budget 2020	% to Total		
					Actual 2018	Budget 2019	Budget 2020
	Operating Expenses						
51	Personnel Expenses	\$11,028,574	\$11,559,272	\$12,221,872	18.3%	25.4%	23.5%
52	Maint, operations, & contractual svcs	20,220,895	19,919,796	20,425,314	33.5%	43.8%	39.3%
53	Materials and supplies	1,766,475	1,708,932	1,925,932	2.9%	3.8%	3.7%
54	Equipment	0	500,000	500,000	0.0%	1.1%	1.0%
55	Debt requirements/depreciation	27,385,627	11,747,000	16,852,000	45.3%	25.9%	32.5%
	Expenses per CAFR and Budget	\$60,401,571	\$45,435,000	\$51,925,118	100.0%	100.0%	100.0%
	Less: Debt requirements/depreciation	(27,385,627)	(11,747,000)	(16,852,000)			
	Total	\$33,015,944	\$33,688,000	\$35,073,118			
	Percent Increase						
	2019 Budget to 2018 Actual		2.0%				
	2020 Budget to 2019 Budget			4.1%			
Allocation to Cost Centers							
Terminal							
Direct							
51	Personnel Expenses	\$1,609,208	\$1,702,312	\$1,770,404	19.5%	20.3%	22.2%
52	Maint, operations, & contractual svcs	1,530,286	1,512,700	1,560,000	18.5%	18.0%	19.5%
53	Materials and supplies	289,159	308,200	209,000	3.5%	3.7%	2.6%
54	Equipment	0	0	0	0.0%	0.0%	0.0%
Indirect							
57	General Office	432,971	532,494	31,906	5.2%	6.3%	0.4%
57	Airport Security/First Aid	2,288,760	2,500,000	2,624,146	27.7%	29.8%	32.8%
57	Custodial Contract	1,179,153	1,189,634	1,303,362	14.3%	14.2%	16.3%
57	Building Maintenance	929,834	643,851	493,001	11.3%	7.7%	6.2%
	Subtotal	\$8,259,371	\$8,389,191	\$7,991,819	100.0%	100.0%	100.0%
	% to Total	25.0%	24.9%	22.8%			
	% Increase		1.6%	-4.7%			
Airfield							
Direct							
51	Personnel Expenses	\$2,946,573	\$3,003,956	\$3,154,154	40.6%	41.6%	42.2%
52	Maint, operations, & contractual svcs	675,340	672,100	537,900	9.3%	9.3%	7.2%
53	Materials and supplies	243,098	205,200	220,400	3.4%	2.8%	2.9%
54	Equipment	0	0	0	0.0%	0.0%	0.0%
Indirect							
57	General Office	394,597	316,300	(174,177)	5.4%	4.4%	-2.3%
57	Taxiway-Runway-Tech Support	160,573	224,530	138,762	2.2%	3.1%	1.9%
57	Equipment Maintenance	149,801	159,607	187,335	2.1%	2.2%	2.5%
57	Ground Maintenance	25,958	34,097	83,561	0.4%	0.5%	1.1%
57	ARFF	2,243,533	2,202,999	2,562,749	30.9%	30.5%	34.3%
57	Airport Security/First Aid	308,165	282,874	615,034	4.2%	3.9%	8.2%
57	Custodial Contract	0	0	0	0.0%	0.0%	0.0%
57	Building Maintenance	42,771	17,149	35,959	0.6%	0.2%	0.5%
57	Airport Operations	61,534	110,083	110,672	0.8%	1.5%	1.5%
	Subtotal	\$7,251,944	\$7,228,895	\$7,472,348	100.0%	100.0%	100.0%
	% to Total	22.0%	21.5%	21.3%			
	% Increase		-0.3%	3.4%			
	Other	\$17,504,629	\$18,069,914	\$19,608,951			
	% to Total	53.0%	53.6%	55.9%			
	Personnel Expenses		3.2%	8.5%			
	Total	\$33,015,944	\$33,688,000	\$35,073,118			
	% Increase		2.0%	4.1%			

Oklahoma City Airport Trust
Will Rogers World Airport
Airline Exhibits

Exhibit G-3: Depreciation

07/01/19

Activity	Account	Actual 2018	Budget 2019	Budget 2020	% to Total 2020
Total Airport Depreciation		\$27,385,627	\$25,439,894	\$26,889,864	
Terminal					
54190001	Depreciation	\$1,361,730	\$1,365,600	\$1,137,400	
56028000	Loss on Disposal Assets-Pro	0	0	0	
57500182	Depr-Taxiway-Runway-Tech Support	0	0	0	
57500183	Depr-Equipment Maintenance	0	0	0	
57500184	Depr-Ground Maintenance	0	0	0	
57500185	Depr-ARFF	0	0	0	
57500186	Depr-Airport Security/First Aid	745	745	745	
57500189	Depr-Building Maintenance	277,956	291,585	281,134	
57500190	Depr-Building Maintenance Add	0	0	0	
57500192	Depr-Airport Operations	0	0	3,571	
Subtotal		\$1,640,432	\$1,657,931	\$1,422,850	5.3%
Less: Loss Adjustment		0	0	0	
Less: Depreciation for CBIS		(1,083,215)	(1,227,974)	(1,083,215)	
Adjusted for Rate Base		\$557,217	\$429,957	\$339,635	
Airfield					
54190001	Depreciation	\$5,217,752	\$4,743,972	\$4,266,400	
56028000	Loss on Disposal Assets-Pro	0	0	0	
57500182	Depr-Taxiway-Runway-Tech Support	251,795	274,119	195,942	
57500183	Depr-Equipment Maintenance	23,248	25,948	63,257	
57500184	Depr-Ground Maintenance	27,150	24,576	33,697	
57500185	Depr-ARFF	21,265	73,033	181,016	
57500186	Depr-Airport Security/First Aid	163	163	163	
57500189	Depr-Building Maintenance	0	0	0	
57500190	Depr-Building Maintenance Add	0	0	0	
57500192	Depr-Airport Operations	25,539	18,639	28,570	
Subtotal		\$5,566,912	\$5,160,449	\$4,769,045	17.7%
Less: Assets specifically excluded					
Runways		\$0	\$0	\$0	
Taxiways & AOA		0	0	0	
Terminal Aprons		0	0	0	
Less: Depreciation of AIP funded assets		(4,328,330)	(3,690,591)	(3,700,638)	
Less: Depreciation of PFC funded assets		(181,408)	(181,408)	(180,775)	
Adjusted for Rate Base		\$1,057,174	\$1,288,451	\$887,632	
Other		\$20,178,284	\$18,621,514	\$20,697,969	77.0%

Oklahoma City Airport Trust
 Will Rogers World Airport
 Airline Exhibits

Exhibit G-4: Terminal Building Rental Rate

07/01/19

Activity	Account	Source	Requirement 2020 B	Sq. Ft.	Weights	Weighted Space	Terminal Building Rental Rates	Requirement by Type of Spc
				C	D	E (C * D)	F	G (C * F)
Terminal Operating Expenses *								
Direct								
51	Personnel Expenses	Exhibit G-2	\$1,770,404					
52	Maint, operations, & contractual svcs	Exhibit G-2	1,560,000					
53	Materials and supplies	Exhibit G-2	209,000					
54	Equipment	Exhibit G-2	0					
Indirect								
57	General Office	Exhibit G-2	31,906					
57	Airport Security/First Aid	Exhibit G-2	2,624,146					
57	Custodial Contract	Exhibit G-2	1,303,362					
57	Building Maintenance	Exhibit G-2	493,001					
Total			\$7,991,819					
Depreciation			Exhibit G-3	339,635				
Interest & Amortization			0					
Subtotal			\$8,331,454					
Junior Lien 30, 32b, & 33 Debt Service			Exhibit G-1	598,016				
Build-out of Airline 1st Floor ATO & Ops			0					
Less: Cost of Passenger Boarding Bridges			(151,009)					
Total Requirement			\$8,778,462					
Type I				15,864	200%	31,728	\$84.73	\$1,344,178
Type II				8,900	100%	8,900	\$42.37	377,054
Type III				95,489	75%	71,617	\$31.77	3,034,091
Type IV				158,844	50%	79,422	\$21.18	3,364,766
Type V				62,161	25%	15,540	\$10.59	658,373
				341,258		207,207		\$8,778,462
						\$8,778,462		\$42.37
Exclusive/Preferential								
00040	Retail Space	III	12,025				\$31.77	\$382,085
00041	First Floor Counter Space	II	0				\$42.37	0
00042	Second Floor Counter Space	I	3,776				\$84.73	319,945
00043	First Floor Bag Office	IV	7,484				\$21.18	158,532
00044	Second Floor Offices	II	8,900				\$42.37	377,054
00045	Third Floor Offices	II	0				\$42.37	0
00046	Concourse Area - Departure Gate	III	33,283				\$31.77	1,057,542
00050	Concourse Operations - A/C	IV	32,070				\$21.18	679,333
00052	Concession Space	III	16,307				\$31.77	518,143
00053	Public Area - Extended Counter	IV	8,132				\$21.18	172,259
00053	Public Area & Observation Tower	IV	111,158				\$21.18	2,354,641
Subtotal			233,135					\$6,019,536
Joint Use								
00047	Baggage Claim Area	III	33,874				\$31.77	1,076,321
00048	Baggage Make-up, Tug Drive	V	50,947				\$10.59	539,601
00055	Outbound Baggage Systems	V	11,214				\$10.59	118,772
Total			341,258					\$8,778,462
Gate Use Fee								
00046	Concourse Area - Departure Gate	III						\$1,057,542
00050	Concourse Operations - A/C	IV						679,333
00054	Passenger Boarding Bridges							151,009
								\$1,887,885
Passenger Boarding Bridges								17
Cost per Gate								\$111,052
Per Turn Rate **								\$304.25
Passenger Boarding Bridge Fee								
00054	Cost of Passenger Boarding Bridges							\$151,009
Passenger Boarding Bridges								17
Annual Fee								\$8,882.88

* Lessor shall estimate the Terminal's Operating Expenses for the Fiscal Year.

** Per Turn Rate is for incremental use of a Departure Gate and Passenger Boarding Bridge as designated by the Director of Airports.

Oklahoma City Airport Trust
Will Rogers World Airport
Airline Exhibits
Exhibit G-6: Landing Fee Rate
07/01/19

Activity	Account	Source	2020 Requirement B	Activity C	% to Total D	Landing Fee E
	Airfield Operating Expenses *					
	Direct					
51	Personnel Expenses	Exhibit G-2	\$3,154,154			
52	Maint, operations, & contractual svcs	Exhibit G-2	537,900			
53	Materials and supplies	Exhibit G-2	220,400			
54	Equipment	Exhibit G-2	0			
	Indirect					
57	General Office	Exhibit G-2	(174,177)			
57	Taxiway-Runway-Tech Support	Exhibit G-2	138,762			
57	Equipment Maintenance	Exhibit G-2	187,335			
57	Ground Maintenance	Exhibit G-2	83,561			
57	ARFF	Exhibit G-2	2,562,749			
57	Airport Security/First Aid	Exhibit G-2	615,034			
57	Custodial Contract	Exhibit G-2	0			
57	Building Maintenance	Exhibit G-2	35,959			
57	Airport Operations	Exhibit G-2	110,672			
	Total		\$7,472,348			
	Depreciation	Exhibit G-3	887,632			
	Interest & Amortization		0			
	Total Requirement		\$8,359,980			
	Total					\$8,359,980
100.0%	Based on Landed Weights					\$8,359,980
0.0%	Based on Operations					\$0
	<u>Landed Weights</u>					
	Passenger and Cargo	FY 2020		2,710,016	89.1%	\$7,450,036
	General Aviation	FY 2020		331,000	10.9%	909,944
	Total			3,041,016	100.0%	\$8,359,980
	<u>Operations</u>					
	Passenger and Cargo	FY 2020		51,500	42.6%	\$0
	General Aviation	FY 2020		69,400	57.4%	0
	Total			120,900	100.0%	\$0
	<u>Passenger and Cargo</u>					
	Requirement					\$7,450,036
	Landed Weights					2,710,016
	Signatory Landing Fee					\$2.75

* Lessor shall estimate the Airfield's Operating Expenses for the Fiscal Year.

Oklahoma City Airport Trust
Will Rogers World Airport
Airline Exhibits

Exhibit G-7: Requirements by Airline

07/01/19

Activity	Account	Source	Weighted Rates Exhibit G-4	2020						
				Alaska	American	Delta	Frontier	Southwest	United	Total
	Exclusive/Preferential Space	Exhibit B								
00042	Second Floor Counter Space		\$84.73	122	447	307	309	504	595	2,284
00043	First Floor Bag Office		\$21.18	0	372	376	0	400	334	1,482
00044	Second Floor Offices		\$42.37	526	926	702	176	1,293	1,413	5,036
00046	Concourse Area - Departure Gate		\$31.77	1,670	5,908	6,105	1,930	6,103	9,635	31,351
00050	Concourse Operations - A/C		\$21.18	266	5,062	3,078	287	3,913	2,056	14,662
00053	Public Area - Extended Counter		\$21.18	296	762	674	511	1,059	1,291	4,593
	Subtotal		2,880	13,477	11,242	3,213	13,272	15,324	59,408	
	Exclusive/Preferential Use Rentals	Exhibit B								
00042	Second Floor Counter Space			\$10,337	\$37,874	\$26,012	\$26,182	\$42,704	\$50,414	\$193,523
00043	First Floor Bag Office			0	7,879	7,964	0	8,472	7,074	31,389
00044	Second Floor Offices			22,287	39,235	29,744	7,457	54,784	59,869	213,375
00046	Concourse Area - Departure Gate			53,056	187,697	193,956	61,316	193,892	306,104	996,021
00050	Concourse Operations - A/C			5,634	107,213	65,192	6,079	82,877	43,546	310,541
00053	Public Area - Extended Counter			6,269	16,139	14,275	10,823	22,430	27,343	97,280
	Joint Use	Exhibit G-5	\$97,583	\$396,037	\$337,143	\$111,856	\$405,160	\$494,351	\$1,842,130	
	Total Terminal Rentals		\$116,401	\$595,440	\$440,260	\$148,174	\$936,949	\$521,701	\$2,758,926	
			\$213,984	\$991,478	\$777,403	\$260,030	\$1,342,109	\$1,016,052	\$4,601,056	
	Passenger Boarding Bridge Fee	Exhibit G-4								
	Annual Fee		\$8,882.88	\$8,882.88	\$8,882.88	\$8,882.88	\$8,882.88	\$8,882.88	\$8,882.88	\$8,882.88
	Passenger Boarding Bridges		1	3	3	1	3	5	16	
	Passenger Boarding Bridge Fee		\$8,883	\$26,649	\$26,649	\$6,662	\$26,649	\$44,414	\$139,905	
	Landing Fee Revenues	Exhibit G-6								
	Landed Weight		27,134	580,619	394,945	50,169	864,830	492,470	2,410,167	
	Landing Fee		\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	
	Landing Fee Revenues		\$74,619	\$1,596,702	\$1,086,099	\$137,965	\$2,378,283	\$1,354,293	\$6,627,959	
	Total Cost		\$297,485	\$2,614,828	\$1,890,151	\$404,657	\$3,747,040	\$2,414,759	\$11,368,920	
	Enplanements		23,738	489,078	338,336	54,602	820,821	417,448	2,144,023	
	Airline Cost per Enplanement		\$12.53	\$5.35	\$5.59	\$7.41	\$4.56	\$5.78	\$5.30	

Oklahoma City Airport Trust
 Will Rogers World Airport
 Airline Exhibits

Exhibit H: Terminal Rental Rates Non-Signatory

07/01/19

Activity	Account	Source	Non-Sig Rate Per Sq Ft.
	Non-signatory Exclusive/Preferential (120% of Signatory)		
00042	Second Floor Counter Space	I	\$101.68
00043	First Floor Bag Office	IV	\$25.42
00044	Second Floor Offices	II	\$50.84
00045	Third Floor Offices	II	\$50.84
00050	Concourse Operations - A/C	IV	\$25.42
00053	Public Area - Extended Counter	IV	\$25.42
	Non-signatory Combined Turn Fee		\$774.95
	Non-signatory Landing Fee (120% of Signatory)		\$3.30

* Combined Use Per Turn Rate is for use of certain space as designated by the Director of Airports.

Will Rogers World Airport (OKC)
 Monthly Report of Actual Airline Statistics and Self Invoicing Form for Signatory Airlines
 For the 2020 Fiscal Year

Name of Signatory Airline: _____
 Name of Ground Handler: _____

Prepared by: _____
 Date Prepared: _____
 Phone #: _____
 FAX #: _____
 Email Address: _____

Activity for: _____ / _____ 2020

Landing Fee	Aircraft Type	# Landings	Max Land Wgt (1)	Total Land Wgt
Example:	737-500	55	X 110,000	= 6,050,000
1			X	-
2			X	-
3			X	-
4			X	-
5			X	-
6			X	-
7			X	-
8			X	-
9			X	-
Totals				

Landing Rate per 1,000 Lbs. = \$2.7500
 Landing Fees (Total Landed Weight X Rate per 1,000 Lbs. / 1,000) = \$ -

Airport Gate Usage Fee
 Number of Turns from Gate _____
 Usage Schedule (see below): _____ X \$304.25 = \$ -

Total Fees Due Oklahoma City Airport Trust = \$ -

Gate Usage Schedule (turn = up to 6 hours of usage):

Gate	Arrive		Depart	
	Date	Time	Date	Time

Enplaned/Deplaned Passenger Counts

Enplaned Passengers		Deplaned Passengers	
Revenue	_____	Revenue	_____
Non-Revenue	_____	Non-Revenue	_____
Total	0	Total	0

Instructions & Information:

(1) Certified Maximum Landed Weight is the certified maximum gross landing weight as specified by the manufacturer.

(2) Reporting
 Completed form is due by 5th working day following month of activity.

Send Report to: Oklahoma City Airport Trust
 Attn: Revenue Accountant
 Fax: (405) 316-3311
 E-mail: WRWA.Activity@okc.gov

(3) Remittance
 Remittance of funds to be received by the Oklahoma City Airport Trust no later than the last day of the month following month of activity.

Remit Payment to: Oklahoma City Airport Trust
 7100 Terminal Dr., Unit 937
 Oklahoma City, OK 73159-0937

Questions? Call (405) 316-3284



Will Rogers World Airport

INTERNAL USE ONLY Wgt per 100 lbs _____

Statistical Information:

	Enplaned	Deplaned	
<u>Mail:</u>	_____	_____	
<u>Freight:</u>	_____	_____	
<u>De-icing:</u>	Chemical Type	Concentrated Gallons	Number of Days Used
	_____	_____	_____

EXHIBIT I

Will Rogers World Airport (OKC)
 Monthly Report of Actual Airline Statistics and Self Invoicing Form for Signatory Airlines
 For the 2020 Fiscal Year

Name of Code Share Airline: _____
 Signatory Airline Code Share to: _____
 Name of Ground Handler: _____

Prepared by: _____
 Date Prepared: _____
 Phone #: _____
 FAX #: _____
 Email Address: _____

Activity for: _____ / _____
 Month Fiscal Year
 2020

Landing Fee	Aircraft Type	# Landings	Max Land Wgt (1)	Total Land Wgt
Example:	737-500	55	X 110,000	= 6,050,000
1			X	-
2			X	-
3			X	-
4			X	-
5			X	-
6			X	-
7			X	-
8			X	-
9			X	-
Totals				

Landing Rate per 1,000 Lbs. = \$2.7500
 Landing Fees (Total Landed Weight X Rate per 1,000 Lbs. / 1,000) = \$ -

Airport Gate Usage Fee
 Number of Turns from Gate _____
 Usage Schedule (see below): _____ X \$304.25 = \$ -

Total Fees Due Oklahoma City Airport Trust = \$ -

Gate Usage Schedule (turn = up to 6 hours of usage):

Gate	Arrive		Depart	
	Date	Time	Date	Time

Enplaned/Deplaned Passenger Counts

Enplaned Passengers		Deplaned Passengers	
Revenue		Revenue	
Non-Revenue		Non-Revenue	
Total	0	Total	0

Instructions & Information:

(1) Certified Maximum Landed Weight is the certified maximum gross landing weight as specified by the manufacturer.

(2) Reporting

Completed form is due by 5th working day following month of activity.

Send Report to: Oklahoma City Airport Trust
 Attn: Revenue Accountant
 Fax: (405) 316-3311
 E-mail: WRWA.Activity@okc.gov
 -or-

(3) Remittance

Remittance of funds to be received by the Oklahoma City Airport Trust no later than the last day of the month following month of activity.

Remit Payment to: Oklahoma City Airport Trust
 7100 Terminal Dr., Unit 937
 Oklahoma City, OK 73159-0937

Questions? Call (405) 316-3284



Will Rogers World Airport

INTERNAL USE ONLY Wgt per 100 lbs -

Statistical Information:

Mail: Enplaned _____ Deplaned _____

Freight: Enplaned _____ Deplaned _____

De-Icing: Chemical Type _____ Concentrated Gallons _____ Number of Days Used _____

EXHIBIT I

Appendix C – Non-Signatory Passenger Airline Operating and Lease Agreement

Non-Signatory Passenger Airline Use and Operations Agreement

_____ Airlines

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Passenger Airline Use and Operations Agreement for Non-Signatory Carriers

This Passenger Airline Use and Operations Agreement ("Agreement") was made and entered into this ____ day of _____, 2019, by and between the Trustees of the Oklahoma City Airport Trust ("Trust"), and _____ ("Carrier"),

WITNESSETH:

For and in consideration of the mutual obligations, covenants, agreements, and recitals hereinafter set forth, Trust and Carrier agree as follows, to wit:

ARTICLE 1. RECITALS AND DEFINITIONS

1.01 Recitals

- A. Trust leases, operates and maintains the Will Rogers World Airport located in Oklahoma County, Oklahoma for the sole benefit of the City of Oklahoma City ("City");
- B. Carrier is engaged in the business of air transportation with respect to persons, property, cargo, and/or mail;
- C. Carrier desires to use certain Premises and facilities and to have certain rights, licenses, services, and privileges on and in connection with the Airport, and Trust is willing to provide for limited use of certain Premises and to grant such rights to Carrier upon the terms and conditions hereinafter set forth.

1.02 Definitions

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used elsewhere in this Agreement:

- A. "Active Loading" shall mean the period of time that commences forty-five (45) minutes prior to the scheduled departure time and expires fifteen (15) minutes after the scheduled departure time of the aircraft.
- B. "Active Unloading" shall mean the period of time that commences thirty (30) minutes prior to the scheduled arrival time of an aircraft and expires forty-five (45) minutes after the scheduled arrival time.
- C. "Airfield Area" shall mean areas and facilities provided for the landing, takeoff, and taxiing of aircraft, including all runways, taxiways, Apron, aircraft approaches and clear zones, roadways accessing the airfield and aviation easements and other related support facilities.
- D. "Airport" shall mean Will Rogers World Airport leased by the Oklahoma City Airport Trust from and for the benefit of the City, and all additions, expansions, and improvements thereto.
- E. "Air Transportation Business" shall mean the business of scheduled or non-scheduled commercial transportation by air of persons, property, cargo, express mail, or mail.

- F. "Air Transportation Company" shall mean any person, firm, or corporation engaged in Air Transportation Business.
- G. "Airport Fuel Storage Facilities" shall mean all the fuel storage facilities located on the Airport that are owned and maintained by the Trust.
- H. "Apron" shall mean the areas at the passenger Terminal Building of the Airport utilized for the temporary parking, servicing, and ground handling of aircraft.
- I. "Asset" shall mean and include any facility, property, land, or equipment acquired, purchased, constructed, reconstructed, renovated, or repaired in order to improve, extend, enlarge, develop, or maintain the Airport or any designated portion thereof. The term "Asset" shall include, without limiting the generality thereof, any plans and specifications, surveys, estimates of cost and of revenues, engineering, and legal services, and other matters necessary or incidental to determining the feasibility or practicality of such acquisition, purchase, construction, reconstruction, renovation, or repair.
- J. "Baggage System" shall mean the Baggage Claim Area, Baggage Make-up, Tug Drive, Outbound Baggage Systems, and related premises and facilities as designated by the Director.
- K. "Bond Indenture" shall mean the Bond Indenture by and between the Trustees of the Oklahoma City Airport Trust and the Trust bank, dated April 1, 1956, as now or hereafter amended and supplemented.
- L. "Combined Per Turn Rate" shall mean the fee paid by Non-Signatory Airlines for each gate use of the Combined Per Turn Use Space as set forth on Exhibit E. Only one aircraft may be accommodated on a single use of Combined Per Turn Use Space. If multiple aircraft use the same Departure Gate, even if during the same three (3) hours prior to the departure of an outbound flight and three (3) hours after the arrival of an inbound flight, each aircraft pays a separate Combined Per Turn Rate.
- M. "Combined Per Turn Use Space" shall mean certain space at the locations designated in writing by the Director of Airports, as available for use for each Non-Signatory Airline's gate turn for a scheduled flight. Such Combined Per Turn Use Space includes the use of a Departure Gate and Passenger Boarding Bridge along with the use of Joint Use Space, and limited use of Ticket Counter Space or other designated areas if available and as agreed to by the Director. The use of such Combined Per Turn Use Space shall be upon written confirmation by the Director of Airports and shall be for no more than three (3) hours prior to the departure of an outbound flight and three (3) hours after the arrival of an inbound flight.
- N. "Commercial Passenger Air Carrier" or "CPAC" shall mean any person, firm, or corporation: (i) engaging in the business of providing transportation by air of persons, and may, in addition, provide cargo, mail, or express mail; (ii) conducting flight operations at the Airport Terminal Building; and (iii) possessing an appropriate license or certificate issued under Part 121 or Part 135 of the Federal Aviation Regulations.

- O. "Debt Service" shall have the meaning set forth in the Bond Indenture.
- P. "Deicing Area(s)" shall mean those areas designated from time to time by the Director of Airports for the deicing of Carrier's aircraft as set forth in the Airport's Deicing Policy.
- Q. "Deicing" or "Deicing Services" shall mean those services performed to remove or to prevent ice from forming on aircraft owned or operated by the Carrier whether services are performed by Carrier, a Third Party Vendor, or a Fixed Base Operator.
- R. "Departure Gate" shall mean a Concourse Area - Departure Gate with all associated second floor hold room space and Apron as designated by the Director. Departure Gate(s) are not eligible to be leased as Preferential Use Space or otherwise by Non-Signatory Airlines but may only be used as Combined Per Turn Use Space.
- S. "Deplaned Passengers" shall mean disembarking revenue and non-revenue passengers at the Terminal Building.
- T. "Depreciation" shall mean a reduction in value, calculated by dividing the cost of an asset divided by the useful life of said asset; provided, however, for the purposes of this Agreement there shall be deducted from the cost of any specific asset the amount of any share of the cost of such asset received by the Trust and/or the City pursuant to: (i) a federal grant for the funding of such specific asset under the terms and provisions of the Federal Airport Improvement Program ("AIP"); (ii) a state grant for the funding of such specific asset; and (iii) funds collected by passenger airlines and remitted to the Airport as Passenger Facility Charges ("PFC"). Depreciation shall exclude any asset where costs are being recovered through Debt Service charges.
- U. "Director of Airports" or "Director" shall mean the person designated by the Oklahoma City Airport Trust to exercise certain functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Agreement. Said term shall also include any person expressly delegated by the Director to exercise functions with respect to the rights and obligations of the Director under this Agreement.
- V. "Enplaned Passengers" shall mean all embarking and connecting revenue and non-revenue passengers at the Terminal Building. Diverted passengers re-embarking on the same plane are not considered Enplaned Passengers.
- W. "Exclusive Use Space" shall mean those areas leased exclusively to the Carrier which may include First Floor Bag Office, Second Floor Office and Concourse Operations – A/C. Carrier's Exclusive Use Space in the Terminal Building is depicted on Exhibit D, attached hereto.
- X. "Expenses" shall mean the normal and reasonable expenses, both direct and indirect, incurred by the Trust or the City to maintain, operate, and administer the Airport or any designated portion thereof.

- Y. "FAA" shall mean the Federal Aviation Administration of the United States Government, or any Federal agency succeeding to its jurisdiction.
- Z. "Fiscal Year" shall mean the twelve-month period commencing on July 1 of any calendar year and ending on June 30 of the succeeding calendar year.
- AA. "Fixed Base Operator" or "FBO" shall mean a commercial entity which has entered into an agreement with the Trust to provide certain aeronautical services outlined in such agreement for Air Transportation Businesses and to the public at the Airport.
- BB. "Fuel Services" shall mean the into plane fueling of aircraft or the fueling of ground service equipment of the Carrier.
- CC. "Fueling Contractor" shall mean an FBO who engages in Fuel Services by i.) obtaining fuel from the Airport Fuel Storage Facilities or ii.) operating its own fueling facilities at the Airport.
- DD. "Joint Use Space" shall mean those areas in the Terminal Building that are used by Carrier by two or more CPACs, including the Baggage System and Security Checkpoint area(s). For purposes of calculating rentals, fees, and charges hereunder, such Joint Use Space shall not be deemed rented space or Carrier's Leased Premises and no leasehold interests shall accrue to or be acquired by any authorized user thereof.
- EE. "Leased Premises" shall mean those areas leased by Carrier pursuant to this Agreement, depicted on Exhibit D, and shall include those designated areas that are Exclusive Use Space or Preferential Use Space.
- FF. "Maximum Approved Landing Weight" shall mean the maximum weight at which each aircraft operated by Carrier is authorized by the FAA to land, as recited in Carrier's or other CPAC's flight manual governing that aircraft.
- GG. "Non-Signatory Airline" shall mean any CPAC using the Airport that is not a signatory to the Passenger Airline Use and Operations Agreement for Signatory Carriers.
- HH. "Passenger Boarding Bridge" means any passenger boarding bridge serving aircraft at the Terminal Building.
- II. "Passenger Facility Charge" or "PFC" shall mean a charge made pursuant to 14 C.F.R. Part 158, Passenger Facility Charges.
- JJ. "Personal Property" shall mean those trade fixtures, equipment, inventory, furniture, or supplies owned by Carrier or leased by Carrier from a party other than Trust and installed or used at the Airport in the conduct of Carrier's Air Transportation Business that are removable without substantial or permanent injury or damage to the Premises.
- KK. "Preferential Use" shall mean the priority scheduling rights given to Airline on its Leased Premises during periods of Active Loading and Active Unloading.

- LL. "Preferential Use Space" shall include Ticket Counter Space, Passenger Boarding Bridge owned by the Trust and designated for Preferential Use, and all facilities, improvements, equipment that have been or may hereafter be provided by the Trust for use in connection with such space. Carrier's Preferential Use Space is depicted on Exhibit D, attached hereto if applicable. For purposes of this Agreement, Departure Gates are not Preferential Use Space.
- MM. "Premises" shall mean those areas utilized but not leased by Carrier pursuant to this Agreement.
- NN. "Public Area - Extended Counter" shall mean the area that extends 20 feet in front of Carrier's Second Floor Counter Space for the same length as Carrier's Second Floor Counter Space.
- OO. "Revenue Landing" shall mean an aircraft landing at the Airport in conjunction with a flight operated by any Air Transportation Company for which such Air Transportation Company makes a charge or from which revenue is derived for the transportation by air of any or all of persons, property, and cargo (express or mail); but "Revenue Landing" shall not include any landing of an aircraft which, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions or mechanical, emergency, precautionary, or other similar operating reasons.
- PP. "Signatory Airline" shall mean any CPAC that has signed the Airport's Passenger Airline Use and Operations Agreement for Signatory Carriers.
- QQ. "Terminal Building" shall mean the passenger terminal building, as expanded, at the Airport serving the traveling public, but does not include the General Aviation Terminal Building.
- RR. "Terminal Building Rental Fees" shall mean the rental fees paid for the leasing and use of all Exclusive Use Space or Preferential Use Space.
- SS. "Terminal Expenses and Costs" shall mean the net amount of annual Operating Expenses, Airline Build Out, Depreciation, and Debt Service net of PFC fees as well as interest and amortization associated with funding of Assets, which are directly traceable or allocable to the Terminal Building.
- TT. "Third Party Vendor" shall mean the person or entity, excluding one of Carrier's Affiliating Companies, with whom Carrier enters into a contractual or other type of relationship to perform the rights and obligations contained in this Agreement with regard to above-wing services, which may include passenger check-in, baggage services, wheelchair services and aircraft boarding, and/or below-wing services, which may include aircraft and ramp services, baggage and freight handling, aircraft towing, lavatory and water servicing, aircraft cleaning, catering and deicing. Third Party Vendors may not perform any Fueling Services at the Airport. Third Party Vendors are required to enter into an agreement with Trust to address services to be rendered on Airport property. For purposes of this Agreement, neither another Airline nor a Fixed Base Operator are Third Party Vendors.

UU. "Ticket Counter Space" shall mean the Second Floor Counter Space and Public Area - Extended Counter as designated by the Director.

1.03 Interpretation

- A. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement and to the same articles, sections, and exhibits of each of the other Non-Signatory Passenger Airline Use and Operations Agreements, unless otherwise specified.
- B. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Agreement refer to this Agreement.
- C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- E. Words importing the singular shall include the plural and vice versa.
- F. Capitalized words or terms other than section or article headings and names of persons are technical and pertain strictly to this Agreement and are defined in Section 1.02 above.

1.04 Incorporation of Exhibits

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

- Exhibit A - Local Contact Form
- Exhibit B - Monthly Report of Actual Airlines Statistics and Self-Invoicing Form for Non-Signatory Airlines
- Exhibit C - Certificate of Insurance
- Exhibit D - Carrier's Leased Premises (if applicable)
- Exhibit E - Combined Use Turn Fee/Terminal Rental Rates Non-Signatory
- Exhibit F - CPAC Guidelines

ARTICLE 2. TERM

The term of this Agreement shall commence retroactive to July 1, 2019 and shall continue thereafter through June 30, 2021 unless sooner terminated as hereinafter set forth. Further, the parties hereto shall have three (3) consecutive one-year options to extend the Agreement under the same terms, conditions and obligations by written amendment. Unless otherwise provided herein, this Agreement shall not create any right, privilege or option to extend this Agreement beyond the term stated herein.

ARTICLE 3. USE OF AIRPORT

3.01 Carrier Rights and Privileges

Trust does hereby grant to Carrier the nonexclusive use of the Airport in compliance with applicable local, state, and federal laws and regulations. In this connection, the Carrier shall be entitled to the use, jointly with others entitled to such use, of the Airport and appurtenances, including areas other than areas leased exclusively and preferentially to others and facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport for common use, including, without limiting the generality hereof, the public areas of the Terminal Building and the Airfield Area for the sole purpose of conducting Carrier's Air Transportation Business. Carrier shall provide information contained in Exhibit A and shall update such information as necessary to keep said information current. Carrier's local designated representatives shall be responsible for providing updated information for Exhibit A to the Trust.

Carrier shall be permitted to operate an Air Transportation Business, including all activities reasonably necessary or incidental to such operation, without limiting the generality hereof, provided such activities do not interfere with the operations of the Airport or another Airport tenant and are consistent with this Agreement. Permitted activities include the following:

- A. To land, take off, fly over, taxi, push, tow, load, and unload aircraft passengers, property, and other equipment used by Carrier in its conduct of an Air Transportation Business.
- B. To sell air transportation tickets and services and process Carrier's passengers and their baggage for air travel; to sell, handle, and provide mail, freight, and package express services for the Carrier's customers; to provide skycap services and wheelchair pushers/ assistance; to provide lost baggage services for the Carrier's passengers; to provide security screening services so long as the services meet the requirements of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Department of Transportation (DOT), the Federal Aviation Administration (FAA), and every other duly constituted authority with jurisdiction of the matter, unless the TSA, DHS, DOT, or FAA provides such services; and to provide ground services and activities in connection with the Carrier's air transportation system.
- C. To load and unload its passengers, their baggage, cargo, mail, food, beverages or other supplies at the Departure Gate(s) authorized by Trust for Carrier's use or Carrier's Third Party Vendor's use for a Combined Per Turn Use basis, including the operation of Trust-owned Passenger Boarding Bridge(s) to load and unload passengers.
- D. To temporarily repair, maintain, condition, service, test, or park aircraft or aircraft-related equipment operated by Carrier or any other Air Transportation Company in areas designated by the Director of Airports, subject to the provisions of Article 26.
- E. To buy, sell, lease, transfer, dispose, or exchange Carrier's engines, accessories, and other equipment or supplies on Premises authorized by the Director; provided that such right shall not be construed to permit Carrier to accumulate or store used equipment at the Airport.

- F. To fuel Carrier's aircraft or other equipment subject to the provisions of Article 26 and 28.
- G. To employ and to train personnel employed by the Carrier or its Third Party Vendor at the Airport in the operation of the Carrier's Air Transportation Business.
- H. To install and maintain only in the Carrier's leased Exclusive and Preferential Use Space under this Agreement, identifying signs, posters, displays, and other similar materials which promote Carrier's brand or advertise the services offered by the Carrier to the traveling public, consistent with the Trust's rules and regulations and orders except such advertisement or promotional material may not be installed or maintained inside the Passenger Boarding Bridge, on the exterior of the Terminal Building or Apron, and the public side of the Baggage Claim Areas. All such signs, posters, displays, and other similar materials must be approved in writing by the Director prior to use at the Airport, and such approval shall not be unreasonably withheld, conditioned or delayed.
- I. To temporarily display one banner or sign identifying Carrier's company at the Ticket Counter Space, Extended Counter Spate or Departure Gate location during Carrier's use of such space as included in the Combined Per Turn Use Space. Said banner and location shall be previously approved by the Director and displayed only during Carrier's use and occupancy of such space within the Combined Per Turn Use Space, pursuant to Section 4.05 of this Agreement. It is agreed that no other signs, legends, applications, brochures, or posters may be placed on the Airport premises without prior approval of the Director. In the event Carrier is provided written authorization to store and maintain any equipment within any space which is not leased exclusively or preferentially to Carrier, including any Combined Per Turn Use Space, Carrier understands and agrees that such equipment and space may be subject to being used by another entity, and shall be at no risk or responsibility to the Trust and at Carrier's sole risk and liability.
- J. To install, maintain, and operate security devices, equipment, computers, administrative or operations office furniture and equipment, and Personal Property, in the Carriers' Exclusive Use Space and Preferential Use Space.
- K. To install, maintain, and operate, at Carrier's sole cost and expense in any Exclusive Use Space of Carrier any computer data cabling, non-revenue generating wi-fi networks, telephone communications equipment, associated cables, associated conduits, telephone communications switchgear, meteorological, and aerial navigation equipment and such similar devices and conduit in the Carrier's Exclusive Use Space that is not accessible to the general public subject to paragraph 10.02 (E) at locations on the Airport as may be needed for Carrier's operations ; provided that: (i) all such equipment and cabling, including the installation and/or removal, is subject to prior approval of plans, specifications, and any other requirements deemed to be necessary by the Director, (ii) the use and location of such equipment shall not interfere with the use of other similar equipment on the Airport; (iii) the installation of such equipment and cabling shall be considered an Improvement, subject to paragraph 11.04, and may require removal by the Carrier without damage to the space and surrounding infrastructure, upon termination of this agreement, at the Lessors discretion.

Carrier understands and agrees that nothing in this Agreement establishes any exclusive, preferential, or operational rights to Carrier. Nothing herein shall be construed to grant Carrier the right to install any attached communication equipment upon the Airport premises or to grant to any third party the right to install any attached communications equipment without written permission from the Director. Should Carrier be permitted to use communications, meteorological, aerial navigation, or other similar equipment, at no cost or expense to Trust and which may be subject to separate written agreement, said equipment shall not interfere with any systems and facilities of Trust, other tenants at the Airport, or commercial licensed telecommunications providers. Any approved equipment must not interfere with FCC or FAA frequencies used on Airport property. If Carrier's equipment is demonstrated to cause interference, Carrier shall modify or cease its use of such equipment to eliminate said interference. Further, Trust currently provides, through an agreement with a concessionaire, for the availability of a Wireless Local Area Network at the Airport. Carrier agrees that it will not install or permit the installation of any equivalent system on Airport property without written authorization of the Director of Airports.

Provided, however, in the event existing data infrastructure, including cabling, conduit, or pathways located between an Airport communications room and the Carrier's gate is available, Carrier may, with the prior approval of the Director and at Carrier's option, utilize said existing available infrastructure in an "as is" condition for Carrier's use for its telecommunications devices (including non-revenue generating wi-fi). Carrier understands and agrees that the available infrastructure shall be made available only in as "as is" condition and at no risk or responsibility to the Trust and at Carrier's sole risk and liability and with the understanding that Carrier is subject to the use of the Combined Per Turn Use Space assigned by the Director for each gate turn which may not include Gate 1.

- L. To operate and use, in conjunction with others authorized by the Trust, only those public address communication systems between suitable locations as have been designed and constructed as a part of the Terminal Building.
- M. To construct modifications, finishes, and improvements in the Carrier's leased Preferential Use Space and Exclusive Use Space subject to the provisions of Article 11 herein.
- N. To have ingress to and egress from the Airport and the Carrier's Leased Premises and the Joint Use Areas for the Carrier's officers, employees, agents, contractors, subcontractors and any sub-tier thereof, and Third Party Vendors, including furnishers of services and supplies; provided, however, that any oral or written contract or other agreement between the Carrier and any person or entity shall have the rights of ingress and egress provided for herein only so long as they shall strictly observe and comply with all present and future Federal, state, or local statutes, ordinances, regulations, and standard rules now or hereafter applicable to or governing the use and occupancy of the Airport, including by way of illustration and not of limitation, all general rules and regulations promulgated from time to time by the Director of Airports in connection with the administration of the Airport.

- O. To affix in a designated location curbside check-in counters as are reasonably necessary for Carrier's Air Transportation Business but only if Carrier leases Ticket Counter Space. The prior written approval of the Director of Airports shall be required as to the design, number, and location of Carrier's curbside check-in ticket counters, which approval shall not be unreasonably withheld, conditioned or delayed.
- P. To contract for the provision of ground handling services through a Third Party Vendor for operations and activities related to the ticketing and loading/unloading of passengers, or the maintenance and ground handling of aircraft in connection with Carrier's Air Transportation Business at the Airport. All services and activities conducted by a Third Party Vendor on the Airport are subject to the approval of the Director of Airports, which approval shall not be unreasonably withheld, conditioned or delayed and the Director shall require any Third Party Vendor to have an agreement with the Airport for any activities conducted on the Airport. A Third Party Vendor may provide, without limitation, above-wing services, including but not limited to passenger check-in, baggage services, wheelchair services and aircraft boarding assistance, and below-wing services, including but not limited to aircraft and ramp services, baggage and freight handling, aircraft towing, lavatory and water servicing, aircraft cleaning, catering and deicing.

Carrier's request to the Director of Airports described herein to have the ground handling services performed for Carrier through a Third Party Vendor shall be in advance and in writing, which shall include detailed information of the proposed activities, including a description of the type and extent of services to be provided. Fueling services may not be performed by Third Party Vendors and shall be provided only by an authorized Fixed Base Operator or Signatory Airline. Carrier shall remain responsible for the performance of the Third Party Vendor for operations and activities related to the ticketing and loading/unloading of passengers, or the maintenance, fueling and ground handling of aircraft activities performed on Carrier's behalf and shall ensure any Third Party Vendor or Fueling Contractor adheres to the terms of this agreement at all times. In the event Carrier elects to subcontract for services from a Third Party Vendor for the operations of Carrier's Air Transportation Company, Carrier shall incorporate in said subcontract a clause that the subcontract shall be subject to the terms of this Agreement. The foregoing notwithstanding, no approval of the Director of Airports shall be required with respect to the performance by the Carrier of ground services and activities in connection with air transportation operations at the Airport conducted by any other Air Transportation Company on a non-scheduled basis. No such ground handling agreement with a Third Party Vendor shall release Carrier from its obligations to report activity and pay the rentals and fees provided in Article 5 herein for any Air Transportation Company not having an agreement with the Trust to pay rentals and fees directly to the Trust. In the event Carrier elects to subcontract for services from a Third Party Vendor for the operations of Carrier's Air Transportation Business, Carrier's Third Party Vendor shall be subject to the terms of this Agreement.

- Q. To cooperate with Trust in complying with all regulations relating to Airport security that are applicable to Carrier or its operations at the Airport. Carrier shall control Carrier's Exclusive Use Space and its Preferential Space when Carrier is operating within said space. Carrier shall cooperate with Trust in the control of any Joint Use

Space or Carrier's Preferential Space when not in use by the Carrier. Carrier's obligation shall include compliance with security regulations to prevent or deter unauthorized persons from obtaining access to controlled or operations areas of the Airport. Carrier shall be responsible for any final and un-appealable civil penalties that may be assessed upon it, the Trust, or the City, for security violations occurring at the Airport and solely caused by Carrier, its officers, employees, suppliers, contractors, Third Party Vendors, or agents. Should a final and un-appealable civil penalty assessment be made on the Trust or the City as a result of the actions of Carrier, its officers, employees, suppliers, contractors, Third Party Vendors, and agents, the Trust may also charge Carrier a processing fee of Two Hundred Fifty Dollars (\$250.00). In this connection, the Trust shall bill Carrier for the civil penalty fee imposed upon Trust and/or City plus Two Hundred Fifty Dollars (\$250.00). Carrier shall pay Trust such amount within thirty (30) days upon receipt of such invoice. Nothing herein is intended to waive Carrier's right to contest the validity and/or amount of a fine to the extent Carrier has the right to contest such fine imposed or civil penalty assessed. Carrier will indemnify, defend, and hold the Trust and the City harmless from and against any claims, suits, causes of action, costs, and fees, including attorney's fees, arising from or connected with any such civil penalty assessment or claim of such civil penalty assessment to the extent solely caused by Carrier, its officers, employees, suppliers, contractors, Third Party Vendors, and agent. This foregoing sentence shall survive the termination of this Agreement.

- R. To make no claims or file or cause to be filed any legal or equitable actions against Trust or the City for any kind of damages which result from noise or sound shock waves due to aircraft use of said Airport's facilities.
- S. The use of certain identified space in the Terminal Building by Carrier shall be covered by the provisions set forth in Exhibit F and as subsequently amended by the Director.

3.02 Carrier Exclusions

- A. Carrier agrees that it will not allow any condition on the Airport, nor permit the conduct of any activity on such Premises which shall affect the development, improvement, operation, or maintenance of the Airport or its facilities. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Premises or Joint Use Space, or on any part thereof, then, as an alternative to termination of this Agreement under the provisions of Article 14, the Trust, after giving thirty (30) days written notice to Carrier to abate the prohibited condition, during which period Carrier fails to abate or correct the omission or objection so set forth in Trust's notice, may thereupon correct such omission or objection by entering the Premises or by its agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of Premises by Carrier, and the Trust may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Carrier agrees to pay the Trust the expenses of the Trust incurred in the above connection as additional rent within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Trust. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the

Trust, by and through the Director of Airports, may immediately abate or correct the condition at Carrier's expense without the prior notice described herein.

- B. Carrier will not use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard or obstruction.
- C. Carrier shall not dispense, sell, or serve food or beverage at the Airport except to its own employees in non-public area designated for Carrier in this Agreement; however, during irregular operations, Carrier may provide to their passengers' snack carts with pre-packaged food or beverage items, but Carrier shall utilize the Trust's food and beverage concessionaire(s) in the Terminal for fresh or prepared food service when Concessionaire is available to accommodate Carrier requests. If the Trust's food and beverage concessionaire is not able to accommodate Carrier's fresh or prepared food requests, then Carrier is permitted to bring fresh or prepared food from sources outside of the Terminal. Any food or beverage to be brought into the secured side of the Airport must be screened by the Transportation Security Administration or authorized Airport personnel. Nothing in this paragraph shall prohibit Carrier from providing its own flight kitchen or contracting for catering services to its passengers and crews for consumption aboard aircraft or from entering into a separate agreement with Trust for the provision of food and beverage in a conference room or similar private facility at the Airport.
- D. Carrier may not ground load its aircraft while parked at the Passenger Terminal Building unless otherwise approved in advance by the Director of Airports. All enplanements and deplanements shall be by Passenger Boarding Bridge unless otherwise approved in advance by the Director, which shall not be unreasonably withheld, conditioned, or delayed.
- E. Carrier shall not park aircraft overnight except in the designated remote aircraft parking area or at Carrier's leased Departure Gate(s).
- F. Carrier shall not interfere or permit interference with the development, improvement, use, operation, or maintenance of the Airport, including but not limited to the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport. In the event this covenant is breached, Trust shall provide Carrier thirty (30) day written notice to cure such interference. Said thirty (30) day notice shall not be required when an interference poses a safety or operational issue for the Airport, but to the extent it is reasonably possible to give some notice to Carrier, Trust shall provide advance notice and time for Carrier to correct. If such interference is not corrected within the notice and cure period or the interference is a safety or operational issue, Trust reserves the right to enter on the Premises utilized by Carrier and cause the abatement of such interference at the expense of Carrier.
- G. Nothing in this Article 3 shall be construed as authorizing Carrier to conduct any business separate and apart from the conduct of its Air Transportation Business on the Airport.

3.03 Trust Rights

- A. Trust, through its duly authorized agent, shall have at any and all times after reasonable notice the full and unrestricted right to enter the Premises utilized by Carrier under this Agreement for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement; provided that Trust agrees, to the extent practicable, to exercise such right in a manner to reasonably avoid or minimize any adverse effect on Carrier's use of the Premises and to provide reasonable notice prior to entering any of Carrier's Exclusive Use Space. Nothing herein shall prohibit the Trust from entering any public area of the airport at any time.
- B. The Trust reserves the right to place advertising displays and revenue generating devices in all areas of the Airport that are visible to the public, excluding the Exclusive Use Space and Preferential Use Space leased to Carrier; provided, however, that such installations shall not unreasonably interfere with Carrier's operations authorized hereunder. Trust shall be entitled to all income generated by such advertising displays and revenue generating devices and to reasonable access upon Carrier's Leased Premises upon prior written notice, to install or service such displays and devices, so long as such Trust's interference with the operations of Carrier shall be minimized as is reasonably practicable and shall not materially affect such operations.
- C. Trust reserves the right to establish a licensing or permit procedure for personnel and vehicles requiring access to the Airport's air operations area and to levy a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. Carrier shall pay such charge with regard to its own personnel or vehicles and shall, at the request of Trust, cooperate in the collection of such charge with regard to any personnel or vehicles used by its suppliers.
- D. Subject to the terms and conditions hereof, Trust reserves the right to further develop or improve the Airfield Area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Carrier from erecting or permitting to be erected, any structure or equipment on the Airport which, in the opinion of Trust, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- E. During the time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease of the government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.
- F. Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future Agreement between Trust and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which has been or may be required as a condition precedent to the expenditure or reimbursement to Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Trust by the United States Government or other regulatory entity, the provision of the grant

assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Carrier shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or Premises of the Trust.

ARTICLE 4. LEASED PREMISES

4.01 Carrier’s Leased Premises

At the commencement of the term of this Agreement and continuing until the remainder of the term hereof, Trust grants, leases and demises to Carrier, and Carrier leases the areas identified on Exhibit D which include Carrier’s Exclusive Use Space and/or Preferential Leased Premises as identified by size and location on said Exhibit.

4.02 Space Descriptions

<u>Type of Space</u>	<u>Basis of Use</u>
Second Floor Counter Space	Preferential
Second Floor Office Space	Exclusive
Concourse Area - Departure Gate	Preferential
Baggage Claim Area	Joint
Baggage Make-up Space	Joint
First Floor Bag Office	Exclusive
Concourse Operations – A/C	Exclusive
Public Area - Extended Counter	Preferential
Passenger Boarding Bridge	Preferential
Outbound Baggage System	Joint
Security Check Point	Joint

4.03 Preferential Use Space for a New or Expanding CPAC or Signatory Airline:

Trust intends to maintain a policy of providing open access to the Airport and achieving balanced utilization of Airport facilities. Carrier hereby agrees and accepts that as a Non-Signatory Airline, it has no rights or preferential use of any Preferential Use Space including a Departure Gate. However, to achieve the Trust’s goal, Trust, by and through its Director of Airports, reserves the right to require sharing and temporary use of Preferential Use Space. such as Departure Gates, in accordance with the following procedures:

- A. In order to secure the use of Terminal Building facilities, if Carrier, another Non-Signatory Airline, as a new or expanding CPAC, or a Signatory Airline shall first contact Trust to use any Trust-retained Terminal Building Space.
- B. In the event the Director of Airports determines that no Trust-retained Terminal Building Space is available, then Carrier, or another new or expanding CPAC or Signatory Airline shall contact all Signatory Airlines in writing to request the use of Preferential Use Space under a sublease or handling arrangement. A Signatory Airline is required to respond to such a request in writing within fifteen (15) days and notify Trust of the response.
- C. In the event that no Trust-retained Terminal Building Space is available, and no Signatory Airline has voluntarily accommodated the CPAC’S operations, the

Director of Airports shall use reasonable discretion to make such accommodation of a new or expanding CPAC or new air service which may include the use of a Signatory Airline's Preferential Use Space. The Director of Airports shall use the following information in determining such accommodation: (i) the average number of flights per aircraft parking positions per day, which average shall be calculated by dividing the total number of flight departures per day by all of the Signatory Airline's assigned aircraft parking positions; (ii) Signatory Airline's periods of Active Loading and Active Unloading; and (iii) other operational considerations. A Signatory Airline's affiliating company information will be included by the Director of Airports in making an accommodation determination. If a Signatory Airline is required to share Preferential Use Space including a Departure Gate, the Signatory Airline and its affiliating company shall be given priority use during periods of Active Loading and Active Unloading.

- D. If at any time the Director of Airports reasonably determines that Carrier or any other requesting CPAC needs any of a Signatory Airline's Preferential Use Space and if such temporary use will not disrupt the Signatory Airline's operations, the Director of Airports may, from time to time, but subject to the Signatory Airline's priority for Preferential Use Space during periods of Active Loading and Active Unloading, grant such requesting CPAC the right of temporary or shared use of all or a designated portion of a Signatory Airline's Preferential Use Space, including rights of ingress and egress and the right to use appurtenant equipment which are reasonably necessary for the effective use of such areas, provided that: (i) the proposed user of such areas has furnished a certificate of insurance evidencing insurance of the types and with the limits and deductibles required to be carried hereunder which is endorsed to include the accommodating Signatory Airline and Trust as an additional insured; (ii) Carrier has provided the accommodating Signatory Airline and Trust with indemnification satisfactory to the accommodating Signatory Airline and Trust; provided, however, that the Signatory Airline may not require any indemnification more favorable to it than that which it provides to Trust hereunder; (iii) Carrier shall not modify or alter Signatory Airline's proprietary equipment or any millwork; (iv) during irregular operations, Signatory Airline's operations shall have priority over Carrier's operations; (v) the Signatory Airline shall not be obligated to amend or modify its current or proposed schedule to accommodate Carrier; (v) Signatory Airline shall have the right to request the Director to seek alternative accommodations for Carrier if Signatory Airline determines, that Carrier is unreasonably interfering with Signatory Airline's scheduled or irregular operations caused by medical, weather, mechanical or other reason outside Signatory Airline's control; (vi) Signatory Airline shall not be required to indemnify, defend, or hold harmless the Trust, the City, or their officers, or employees hereunder in connection with Carrier, its operations or its accommodation hereunder; and (vii) Carrier has agreed to pay the Signatory Airline the sum of the following:

- (1) Amount equal to a pro rata share of the sum of the Signatory Airline's Fees and Charges payable by Signatory Airline with respect to such areas during such shared or temporary use period as calculated pursuant to Article 5 of the Signatory Airline's agreement with the Trust; and
- (2) Additional amounts sufficient to recover the Signatory Airline's direct costs, if any, of such shared or temporary use, including a reasonable allocation

of any capital and equipment costs, subject to the prior approval of the Director of Airports; and

- (3) A reasonable administrative fee not to exceed fifteen percent (15%) of item (1) of this Section 4.03.

The Director of Airports reserves the right to request the Signatory Airline to provide documentation justifying the rates, fees, and charges to be assessed the proposed CPAC.

- E. If a Signatory Airline is accommodating Carrier pursuant to 4.03 but is unable to continue to accommodate due to the Signatory Airline's own necessary use of its Preferential Use Space such as its own expanding routes or change in its scheduled routes, then the Signatory Airline shall give Carrier and the Trust sixty (60) day advance written notice that it can no longer make such accommodation. Carrier may contact Trust to use any Trust-retained Terminal Building Space. In the event the Director of Airports determines that no Trust-retained Terminal Building Space is available, then Carrier shall follow paragraph 4.03. If it is determined that no Signatory Airline or Trust-retained Terminal Building Space can re-accommodate Carrier, then Carrier shall adjust its schedule to a time period that the flight can be accommodated should Carrier desire to continue the route.

4.04 Preferential Use Space for Emergencies or other Diverts

If at any time the Director of Airports reasonably determines that Carrier or any CPAC needs any of a Departure Gate or other Preferential Use Space for emergencies or other diversions from a CPAC's scheduled route whether caused by medical, weather, mechanical or other reason outside of CPAC's control, and if such temporary use will not disrupt the Carrier's operations, the Director of Airports may allow the temporary or shared use of all or a designated portion of any space assigned to Carrier including rights of ingress and egress and the right to use appurtenant equipment which are reasonably necessary for the effective use of such areas. Carrier shall not be required to indemnify, defend, or hold harmless the Trust, the City, or their officers, or employees hereunder in connection with such CPAC, its operations or its accommodation hereunder.

4.05 Combined Per Turn Use Space

- A. In the event Carrier determines a need to utilize the Combined Per Turn Use Space for its operations under this Agreement, Carrier shall provide written schedules and make its written requests to the Director of Airports to use the Combined Per Turn Use Space no less than two (2) days prior to the intended use of said space.
- B. Upon such determination by the Director of Airports that the Combined Per Turn Use Space may be made available for Carrier's use, the Director of Airports will provide written confirmation for Carrier's use of the designated Combined Per Turn Use Space and Carrier may occupy said space no more than three (3) hours prior to the departure of an outbound flight and three (3) hours after the arrival of an inbound flight.
- C. Ticket Counter Space and Extended Counter Space included in the Combined Per Turn Use Space for Carrier's pre-departure activities (baggage handling, ground handling, and passenger services) will only be equipped with electrical outlets and a PA system, and a baggage belt system. Carrier shall be responsible for

supplying its own equipment, including its communications equipment, and, subject to Subsection 4.04 (vii), shall remove all equipment from the space no later than the timeframe designated in 4.04 (ii) above.

- D. Carrier shall, at all times, maintain the Combined Per Turn Use Space in a safe, neat, and sightly condition and shall not permit the accumulation of any trash, ashes or debris on the Premises of the Airport.
- E. Carrier will not dispose of any debris or waste materials on Airport property, shall use suitable covered metal receptacles for trash, paper, and other refuse. Use of boxes, cartons, and barrels on the Premises for the purpose of disposal of waste material is forbidden.
- F. Carrier is responsible for maintaining electrical loads within the designed capacity of the system.
- G. In the event the Director of Airports provides written authorization to Carrier to store and maintain any equipment applicable to its Combined Per Turn Use within any space which is not leased exclusively or preferentially to Carrier, including any Combined Per Turn Use Space, Carrier understands and agrees that such equipment will be subject to being used by another entity, and shall be at no risk or responsibility to the Trust and at Carrier's sole risk and liability.
- H. In the event Carrier leases any Exclusive Use Space or Preferential Use Space that is a part of the Combined Per Turn Use Space, the Carrier will not receive any discounts, rebates or adjustments of any kind to the rental charges or Combined Joint Use Fees.

ARTICLE 5. RENTALS, FEES, AND CHARGES

5.01 General

- A. Carrier agrees to pay Trust all rentals, fees and charges set forth in this Agreement for the Carrier's use of the Combined Per Turn Use Space and Premises, public circulation areas, facilities, rights, licenses, services, and privileges granted hereunder during the Term.
- B. Carrier shall furnish to Trust, on or before the fifth (5th) working day of each month Carrier's preceding month's statistical information on the Monthly Report of Actual Airline Statistics and Self Invoicing Form for Non-Signatory Airlines, Exhibit B ("Monthly Report") or a similar report with the same content approved by the Director.
- C. Carrier's Monthly Report shall include aircraft type(s), maximum landed weight for each aircraft type, the number of landings, the total landing weight, number of enplaned and deplaned passengers including revenue and non-revenue generating counts, the number of Trust-retained Airport Departure Gate turns including the Gate number, and date and time of usage for both arrivals and departures. Carrier shall also provide certain other statistical information for the weight of all mail and freight enplaned and deplaned, and the type of any deicing agents, number of gallons of deicing agent applied, and the number of days deicing agent was used whether said agents were applied by Carrier itself, an FBO, or a

Third Party Vendor. Carrier is required to report monthly for its own information and for any of Carrier's, charter operations, or any other CPACs not having a Signatory or Non-Signatory agreement with the Trust with whom Carrier ground handles. Carrier may collect the rentals, fees, and charges prior to or upon ground handling said CPAC and remit collections to Trust at the time of the handling event. Should Carrier fail to collect and remit the calculated charges at the time of the event, Trust shall, by the tenth (10th) working day following the end of each calendar month, transmit to Carrier a statement of charges incurred by said CPAC during said month, based on information reported to Trust as required by this subparagraph, and the same shall be paid and received by Trust by the last day of the month following the month of CPAC's activity or in the same manner as Carrier's rental and fees.

- D. The parties agree that annual adjustments to rentals, fees, and charges pursuant to this Article 5 shall apply without the necessity of formal amendment of this Agreement. Revised Exhibits G-1, G-7, and H of the Signatory Passenger Airline Use and Operations Agreement, showing the calculation of rates for rentals, fees, and charges for any Fiscal Year shall be prepared by Trust and transmitted to Carrier thirty (30) days prior to the beginning of the Fiscal Year and shall be deemed part of this Agreement during said Fiscal Year. These exhibits and any subsequent revision thereto shall be used by Carrier during the ensuing Fiscal Year in calculating appropriate charges for use of Airport facilities by Carrier or for any CPACs not having an agreement with Trust and for which Carrier provides ground handling services.
- E. By the tenth (10th) working day of each calendar month, Trust shall transmit to Carrier a Statement of Carrier's rentals, fees, and charges incurred by Carrier during said preceding month. Trust-invoiced rentals, fees, and charges shall be due and payable by Carrier to Trust on the first day of each and every month and shall be delinquent if not received by Trust on or before the last day of each and every month of the Term hereof. Any errors by Carrier through Carrier's self-invoice, in calculating the correct amount of fees and charges due Trust, does not relieve Carrier of its responsibility in remitting proper payment for the rentals, fees and charges to Trust as invoiced.
- F. In the event the commencement or termination date with respect to any of the particular Leased Premises, facilities, rights, licenses, services, or privileges as herein provided falls on any date other than the first or last day, respectively, of a calendar month, the applicable rentals, fees, and charges for that month shall be paid for said month on a pro rata basis according to the number of days during which said particular Leased Premises, facilities, rights, licenses, services, or privileges were enjoyed during the month.
- G. If Carrier fails to remit the Monthly Report then one hundred twenty percent (120%) of the most recent statistics available for Carrier shall be used for billing monthly Landing Fees and the Combined Per Turn Use Rates. Adjustment to correct billing amounts will occur on the monthly billing following receipt of Carrier's Monthly Report.
- H. The parties acknowledge that the Trust incurs additional administrative effort if Carrier's monthly reports are not complete and received by the due date of each

report. To compensate the Trust for this additional administrative effort, Carrier agrees to pay the Trust two hundred fifty dollars (\$250) for each Monthly Report which is not complete, accurate, and received by its due date. Carrier also acknowledges the value of accurately reporting statistical information to the Trust as the statistical information is used in a multitude of statistical and financial reports internal and external to Trust. Should Carrier report inaccurate data more than two times in a rolling twelve (12) month period, Carrier agrees to compensate Trust an additional two hundred fifty dollars (\$250) for the administrative effort required to revise and reissue correct reports.

- I. Carrier shall at all times maintain and keep books, ledgers, accounts, or other records wherein all entries are accurately kept reflecting all information listed in Section 5.01(C). Such books, ledgers, accounts, and records shall be available for examination by Trust at all reasonable business hours for a period of three (3) years from the date of such activity. Carrier shall produce such books and records at Oklahoma City, Oklahoma, within ten (10) business days of Trust's written notice to do so. If Carrier fails to produce all of the requested books or records in Oklahoma City, Carrier shall pay a fifty-dollar (\$50) fee per day for each day in excess of the tenth (10th) business day up until the books and records are produced. As an alternative, Carrier may elect to pay all reasonable expenses including, but not limited to, transportation, food, and lodging necessary for an examiner selected by Trust to examine said books and records at any site other than Oklahoma City if Trust is notified in writing of Carrier's option to elect the alternative by doing so within the ten (10) business days from date of notice.
- J. Carrier, at its sole expense, shall have the right, using its own personnel or an independent Certified Public Accountant, to audit Trust's books and records relating to such expenses for all or any part of the term of this Agreement for a period of three (3) years from the end of each Fiscal Year in which the expense was incurred; provided, however, Carrier shall not be entitled to audit Trust's books and records relating to such expenses more than one (1) time with respect to any calendar year. In the event Carrier's audit reflects that Trust has overcharged Carrier for such expenses, Trust shall promptly reimburse Carrier for such overcharge. If such audit reveals that Trust has undercharged Carrier for such expenses, Carrier shall promptly pay Trust the amount of such undercharge. If such audit reveals that Trust has overcharged Carrier for such expenses by more than five percent (5%), Trust shall promptly credit Carrier's invoices for the reasonable costs of such audit in addition to the entire overcharge. The provisions of this Section shall survive the termination or expiration of this Agreement.
- K. Trust will invite, and Carrier may attend the Airports Joint Planning Conference to include a discussion on capital projects to be implemented at the Airport for the following fiscal year.

5.02 Rental Rates, Fees and Charges

- A. Non-signatory carrier rates, charges and fees are established and revised by the Trust, by and through the Director, periodically and as set forth in the attached Exhibit E.
- B. Leased Space Rental: Leased space identified in Exhibit D is subject to the monthly Non-Signatory Rental Rates in Exhibit E.

- C. Landing Fees: The Landing Fee payments for any month shall be computed by multiplying the total number of 1,000 pound units of Carrier's Maximum Approved Landing Weight during such month by the current Landing Fee rate identified on Exhibit E. Carrier shall self-invoice Landing Fee as provided on the self-invoice form attached hereto as Exhibit B and as prescribed for each Fiscal Year by the Director of Airports.

5.03 Annual Rate Adjustments

The Terminal Building Rental Rates, Combined Per Turn Use Rates, and Landing Fee Rates applicable to Non-Signatory Airlines are effective July 1, 2019 and shall likewise be revised annually to become effective as of the 1st day of July of each Fiscal Year during the Term including any subsequent extension year. Such determination of annual rentals and fees shall be in accordance with the calculation methodologies set forth in Article 5 of the Signatory Passenger Airline Use and Operations Agreement with the appropriate Fiscal Year values. The Non-Signatory rates will be 120% of the Signatory rates. Any annual revisions to Exhibits affecting rate and fees will be furnished to the Carrier for the upcoming Fiscal Year at least thirty (30) days prior to the implementation of the annual rate adjustment and this Agreement shall be revised without formal amendment by the parties upon the Director providing Carrier with revised Exhibits.

5.04 Mid-Year Rate Adjustments

Trust may implement mid-year rate adjustment of the rates, fees and charges in any given Fiscal Year when Trust determines that the current estimates of any or all of the rates, fees, or charges in this Agreement are estimated to be ten percent (10%) lower or higher than the revenues recoverable from CPACs during the same time period of the then Fiscal Year. Trust will notify the Signatory and Non-Signatory Carriers at least thirty (30) days prior to the implementation of mid-year rate adjustment, at which time the statement showing the calculation of rates for rentals, fees, and charges substantially in the format of the applicable exhibits, and the effective date for such rate adjustment will be provided, in the same manner set forth in Section 5.03. The Non-Signatory rates will be 120% of the Signatory rates. This Agreement shall be revised without formal amendment by the parties upon the Director providing Carrier with revised Exhibits.

5.05 Automobile Parking Fees

A reasonable charge may be made by Trust to the Carrier or Carrier's employees or contractors for their individual use of Airport automobile parking spaces in the employee parking lot(s) for the employee's use only while conducting business for the Carrier on the Airport. Because of the limited number of spaces in the employee parking lot(s), Carrier's employees may not utilize the employee lot(s) when not at work or conducting business for the Carrier. Carrier agrees that its employees will conform to any rules and regulations governing the use of Airport automobile parking spaces as may be promulgated by the Director of Airports. Vehicular parking space for Carrier's passengers at a reasonable distance from the Terminal Building shall be provided by Trust at reasonable rates to such passengers.

5.06 Other Fees and Charges

Trust reserves the right to assess and collect the following:

- A. Reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement but provided by Trust and accepted by Carrier,

which may include but not be limited to conference room rentals, parking fees, fuel flowage fee, etc.

- B. Pro rata share of any charges, which are directly traceable or allocable to Carrier, for the provision of any services or facilities which Trust is required to provide by any governmental entity (other than Trust acting within its proprietary capacity) having jurisdiction over the Airport.
- C. Trust expressly reserves the right to assess and collect the reasonable and nondiscriminatory fees for concessions and other services.

5.07 US Mail Mailbox

Trust currently maintains facilities in the Airport Terminal Building for delivery of mail by the United States Post Office ("USPS") to the various Airport tenants. If Carrier elects to receive mail delivery at this facility ("Mail Room"), Carrier will be responsible for any fees charged by the USPS or any mailbox key provided to it and will return such keys to Airport staff upon termination of this Agreement or when Carrier relinquishes its Mailbox. If Carrier fails to return these keys, Carrier shall be responsible for the then-current fee charged by the USPS to re-key the mailbox. Other than the re-key fees, there is no fee for use of the Trust maintained mailbox in the Airport's Mail Room.

5.08 Passenger Facility Charge ("PFC") Fees

Trust expressly reserves the right to assess, amend, and collect PFC fees in accordance with the PFC Regulations, 14 CFR Part 158. To the extent allowed by law, this Agreement shall in no way prevent the Trust from applying for or amending a charge to be imposed on Carrier's passengers for use of Airport facilities. At the commencement of this Agreement, Trust has been approved by the FAA to impose a PFC in the amount of \$4.50. Said PFC amount may be amended from time to time upon providing notice to the Carrier as required by the PFC regulations. The following shall apply to the collection of PFCs.

- A. The proceeds of said Passenger Facility Charge shall not be considered revenues for the purpose of calculating Carrier's rentals, fees and charges.
- B. The Carrier must remit PFCs to the Trust on a monthly basis, no later than the last day of the following calendar month in which the PFC was collected. In the event Carrier fails to remit PFC revenues to Trust within the time limits established in the PFC Regulation, such event shall be an event of default subject to Article 14 of this Agreement.
- C. The Carrier must account for the Trust's PFCs separately, but the Carrier may commingle the revenue with other sources of revenue of Carrier. Carrier agrees that PFC revenues collected by Carrier on behalf of Trust that are held by Carrier or an agent of Carrier after collection constitutes a trust fund that must be held by the Carrier or its agent for the sole beneficial interest of the Trust imposing the PFC. The Carrier, as collecting carrier or its agents holds neither legal nor equitable interest in Trust's PFC revenues except for any handling fee or retention of interest collected on unremitted proceeds authorized by 14 CFR Part 158.
- D. Carrier shall provide Trust with a copy of its annual audit of PFCs pursuant to Section 158.69 of the PFC Regulations.

- E. Pursuant to and in strict compliance with Section 158.49 of the PFC Regulations, the Carrier, as the collecting carrier, in handling Trust's PFCs, shall establish and maintain a financial management system to account for Trust's PFCs collected in accordance with the Department of Transportations' Uniform System of Accounts and Reports (14 CFR Part 241).

ARTICLE 6. DELINQUENT RENTALS

6.01 Rental and Fee Obligations

All rental and fee obligations of the Carrier under Article 5 shall be due and payable upon receipt of the statement pursuant to paragraph 5.01 (E) and shall be deemed delinquent if not received by Trust on or before the last day of the month in which the statement was issued during the term hereof.

6.02 Timely Remittance

It is hereby agreed by and between the Trust and Carrier that should Carrier fail to make timely remittance of the monthly rentals and/or compensation as required under any of the provisions hereof, then and in that event, the rental payment shall be immediately delinquent and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month; provided, however, that if the failure to provide the remittance is caused by an act of God, fire, theft, insurrection or rebellion or any other event which is out of Carrier's control then in that event, such failure to pay shall not be considered delinquent. Moreover, said interest shall be considered additional rental and/or compensation for the Leased Premises and shall become due and payable to, and received by, Trust on or before the last day of each month of the term hereof.

ARTICLE 7. SECURITY FOR PAYMENT

Unless Carrier has provided regularly scheduled passenger flights to and from the Airport during the thirty-six (36) months prior to the effective date of this Agreement without the occurrence of any act or omission that would have been an event of cancellation by Trust of this Agreement (in which event no security shall be owed), if this Agreement had been in effect during that period, Carrier shall provide Trust at the effective date of this Agreement with an irrevocable letter of credit, or other similar security acceptable to Trust (herein referred to as "Contract Security") in an amount equal to the estimate of three (3) months rentals, fees, and charges payable by Carrier pursuant to Article 5 of this Agreement to guarantee the faithful performance by Carrier of its obligations under this Agreement and the payment of all rentals, fees, and charges due hereunder. Carrier shall be obligated to maintain such Contract Security in effect until the expiration of thirty-six (36) consecutive months during which period Carrier commits no Event of Default enumerated in Section 14.01, "Termination by Trust". Until such thirty-six (36) consecutive months without any Events of Default notice from the Director pursuant to Article 14 occurs, Trust shall not be obligated to return said security to the Carrier. Such Contract Security shall be in a form and with a company reasonably acceptable to Trust. If any such Contract Security shall be for a period less than the full period required by this Article 7 or if Contract Security shall be cancelled, Carrier shall provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

Upon the occurrence of any Carrier act or omission that is an Event of Default enumerated in Section 14.01 or upon Carrier's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be amended, supplemented, or replaced, Trust, by written notice to Carrier by and through the Director of

Airports given at any time within ninety (90) days of the date such event becomes known to Trust, Trust may impose or reimpose the Contract Security requirements on Carrier. In such event, Carrier shall provide Trust with the required Contract Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration of a period of thirty-six (36) months during which Carrier commits no additional event enumerated in Article 14.

If Carrier shall fail to obtain and/or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement. Trust's rights under this Section shall be in addition to all other rights and remedies provided to Trust under this Agreement.

Trust shall promptly return the Contract Security or any remaining Contract Security, as applicable, to Carrier upon termination or expiration of this Agreement provided there is no Event of Default or any monies otherwise owed to the Trust.

ARTICLE 8. RIGHT TO LEASE PROPERTY

Trust represents that it has the right to lease the Airport, together with all the premises, facilities, rights, licenses, services, and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof.

ARTICLE 9. TAXES

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

ARTICLE 10. MAINTENANCE AND OPERATION

10.01 Maintenance and Operation by Trust

Trust shall with reasonable diligence, operate, maintain, and keep the Premises and those areas in which the Carrier is entitled to use under this Agreement in a good and reasonable condition. Trust, at its cost, shall keep the public and passenger space in the Terminal Building adequately supplied and equipped and attractively furnished and decorated and shall operate and maintain adequate directional signs in said space and in all other public and passenger spaces on the Airport.

10.02 Maintenance and Operation by Carrier

The Carrier has examined the Premises and/or any Combined Per Turn Use Space or Per Turn Use Space authorized for Carrier's use by the Director and the facilities and has accepted them in their present condition; and except as may be otherwise expressly provided herein, Trust makes no agreement whatsoever to make improvements or alterations to the Premises or facilities and/or any Combined Per Turn Use Space or Per Turn Use Space authorized for Carrier's use by the Director.

Carrier's and Carrier's Third Party Vendor's equipment is to be stored and maintained within Carrier's Leased Premises or within areas which have been previously designated in writing by the Director of Airports unless the Third Party Vendor separately leases Concourse Operations -A/C space through a separate agreement with the Trust. In the event such equipment is parked or stored outside of Carrier's Leased Premises or within areas not otherwise authorized in writing by the Director of Airports for such activity, Carrier will remove such equipment immediately upon request by the Director of Airports. Trust may also confirm the request in writing to Carrier, and in the event the equipment is not removed to an authorized area or within Carrier's Leased Premises within 24 hours from such written notice (other than in cases of emergencies, in which event such notice shall be given as is feasible under the circumstances and Carrier may cause the removal of such equipment at Carrier's expense plus fifteen percent (15%), Carrier may be fined fifty dollars (\$50) per day for each and every occasion such activity occurs. In the event the activity occurs more than ten (10) times during the term of this Agreement, Carrier shall be assessed one hundred dollars (\$100) per day for each and every occasion such activity occurs, and Trust, at its sole option, may cause the removal of the equipment at Carrier's expense plus fifteen percent (15%). Carrier agrees to pay to Trust such expenses incurred by Trust plus fifteen percent (15%) within thirty (30) days after submission of an invoice showing such expenditure or the incurring of any such expenditure by the Trust.

- A. Carrier shall, at all times, maintain its Exclusive Use Space and Preferential Use Space along with any Joint Use Space or Combined Per Turn Use Space it utilizes in a safe, neat, and sightly condition and shall not permit the accumulation of any trash or debris on the Premises of the Airport.
- B. Carrier shall repair, replace, or rebuild any damages it caused by the acts or omissions of Carrier, its officers, employees, or agents, excepting normal wear and tear. Any repairs made by Carrier shall be subject to inspection and approval by Trust.
- C. Carrier shall maintain in a neat, clean, and orderly manner the portions of the Terminal Building Apron occupied by Carrier's or Carrier's Third Party Vendor's ground service equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Premises in areas other than those designated by the Trust shall not be permitted.
- D. Carrier shall not park or store any aircraft in the Airfield Area that in any way interferes with Airport operations or the movement of passengers, cargo, or other aircraft. Upon release of Carrier's disabled aircraft by federal or State authority, if applicable, Carrier shall promptly remove any such disabled aircraft from any part of the Airport (including without limitation, runways, taxiways, and Apron) and place any such disabled aircraft in such storage areas as may be designated by Trust. Carrier may store such disabled aircraft only for such length of time and on such terms and conditions as may be reasonably agreed to by the parties in writing. If Carrier fails to remove any of its disabled aircraft promptly in accordance with this paragraph, Trust may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of Trust to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Carrier releases Trust and any third party from any and all claims for damages to the aircraft or otherwise arising from or in any way connected with such removal, except for

Trust's or its officers', employees', agents' or contractors' negligence or willful misconduct.

- E. Carrier shall have the right to maintain, install, and operate in, on, or about the Airport such communications, meteorological, and aerial navigation equipment and facilities as may be necessary or convenient for its operations; such equipment and facilities to be located in Carrier's Exclusive Use Space or Preferential Use Space, or on such other portions of the Airport as may be designated for that purpose by Trust. Carrier must keep any cables secure, neatly bundled, and wrapped using cable management products appropriate for the operating conditions. Inside cables should be neatly stored and bundled using Velcro, cable ties, electrical tape, and/or wax coated twine. Communication closet cables should also be well managed and stored without interfering with other cables or equipment. Carrier shall provide Trust with a complete list of all equipment including type of cable used for each piece of equipment within thirty (30) days from commencement of Permit. The length of cables is not required. Should equipment be changed for any reason, new equipment shall be labeled and a new Equipment Inventory List shall be provided to Trust. Carrier must submit detailed drawings and wire mapping of proposed IT infrastructure and cabling. Carrier agrees that should any equipment installed by it become inoperable or defective, then Carrier, upon notification thereof, shall within thirty (30) days either fully repair such equipment or remove the same from Trust's premises. In the event any such defective or inoperable equipment shall be removed as aforesaid, Carrier shall within thirty (30) days install fully operational equipment in its place, unless Carrier elects to not replace the inoperable equipment. Should Carrier elect not to replace inoperable equipment, Carrier shall provide a revised Equipment Inventory List to the Director of Airports within the above mentioned thirty (30) day period.

10.03 Utility Service

Trust, at its cost, shall provide and supply adequate heat, air conditioning, natural gas, water, sewage, electrical, and janitor service for the public and passenger space and for any of Carrier's Exclusive Use Space and Preferential Use Space in the Terminal Building in consideration for the rentals to be paid pursuant to the provisions of Article 5 herein, insofar as these expenses are Terminal Expenses and Costs.

ARTICLE 11. ALTERATIONS AND REPAIRS

11.01 Alterations by Carrier

The Carrier shall not construct, install, remove, modify, and/or repair any of the Premises or other areas of the Airport hereunder without prior written approval of the Director of Airports, such approval not to be unreasonably withheld, conditioned or delayed but may be contingent upon approval of plans and specifications for the proposed project as well as other conditions considered by Trust to be necessary. This includes, but is not limited to, alterations involving partitions or structural changes to building or Premises, modifications or additions to plumbing, electrical, or other utilities, or any roof penetrations. In making such repairs or alterations, no waste shall be committed, or damage done to the property of the Trust.

11.02 Repairs to Utilities

Any repairs to any utility servicing the 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 Carrier shall be made by skilled craftsmen who perform such work regularly as a trade. Carrier is required to obtain and pay for any and all inspection fee(s), permit(s), or license(s) required before making any repairs.

11.03 As-Built Drawings

Where any such alterations or construction have been made on buildings owned by Trust, Carrier shall present to Trust 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. Carrier 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 Carrier.

11.04 Improvements

In the event that Carrier makes further alterations or improvements to the Premises, the use thereof shall be enjoyed by Carrier during the remaining term of this Agreement without the payment of additional rental therefor, but such alteration or improvements shall become the property of Trust upon the completion of the alteration or improvements (other than personal property and trade fixtures).

11.05 Form 7460-1

If applicable, Carrier shall, at its sole initiative and cost, complete and file Form 7460-1, "Notice of Proposed Construction or Alteration" with the Department of Airports for the Department of Airports' review and submittal to the Federal Aviation Administration (FAA). The FAA's Air Spacing results must be received by the Airport prior to commencement of original construction, as well as to any subsequent alteration of the Facilities during the term or any renewal option term hereof. If the FAA indicates any impacts to the Airport or its operations, no construction or operations may begin or continue under this Agreement until the impact(s) are alleviated to the satisfaction of the Director of Airports. If the impact(s) cannot be so resolved, Articles 3 and 14 of this Agreement shall apply.

ARTICLE 12. DAMAGE OR DESTRUCTION OF LEASED PREMISES

12.01 Partial Damage

If any building of Trust in which Carrier occupies leased space hereunder shall be partially damaged by fire, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired with due diligence by Trust at its own cost and expense and rent shall be paid as agreed upon by this Agreement.

12.02 Substantial Damage

If the majority of the Premises leased by Carrier for its operations are rendered untenable or unusable because of substantial damage or destruction of the Premises but capable of being repaired, as reasonably determined by Trust, the same shall be repaired to usable condition with due diligence. There shall be a reasonable and proportionate abatement of the rentals, fees, and charges provided for herein during the period that the same are so untenable or unusable if said damage is caused by an act of God, fire, theft or vandalism beyond the Carrier's control. Provided however, if said damage is caused by the negligent or willful acts of the Carrier or its employees, contractors or Third Party Vendors there shall be no abatement of any rentals, fees and charges.

12.03 Destruction

If any part of Carrier's Leased Premises, or adjacent facilities directly and substantially affecting the use of Carrier's Leased Premises, shall be so extensively damaged by acts of God, fire or other casualty as to render any portion of said Leased Premises incapable of being repaired or there are insufficient funding sources available to reasonably repair the Leased Premises, as reasonably determined by Trust, Trust shall notify Carrier within a period of sixty (60) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, Trust shall be under no obligation to replace or reconstruct such Premises. The rentals payable hereunder with respect to affected Carrier's Leased Premises shall be paid up to the time of such damage and this Agreement terminated or agreed upon adjustments made to the Carrier's Leased Premises.

12.04 Insurance Proceeds

To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to Trust because of such damage or destruction, Carrier shall pay the amount of such additional costs to Trust.

ARTICLE 13. INDEMNITY AND INSURANCE BY CARRIER

13.01 Indemnity

Except as otherwise provided in Article 26, Carrier hereby agrees to release, to defend, to indemnify, and to save harmless the Trust and the City, and their officers, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Carrier's, Carrier's Third Party Vendor, Carrier's Fuel Contractor, or other contractor of Carrier's operations or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Carrier's use and occupancy of any portion of the Airport in connection with its operations hereunder, and including, without limiting the generality of the foregoing, acts and omissions of Carrier's officers, employees, representatives, suppliers, contractors, subcontractors, and agents. Provided, however, Carrier shall not be liable or be required to release Trust and the City of Oklahoma City, and their officers, and employees for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Trust, The City of Oklahoma City, or their officers, employees, agents or contractors. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

13.02 Insurance

Carrier shall purchase, or cause to be purchased, and maintain in effect throughout the term of this Agreement with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma or otherwise approved by the Director of Airports, any insurance required by this subparagraph. The insurance and additional insured coverage requirements contained in this Agreement are considered minimum coverage amounts and Carrier may elect greater coverage limits than what is specified in this Agreement or as may be required by law. If a liability policy is written in a "claims-made" form, Carrier shall also provide tail coverage that extends a minimum of two (2) years from the expiration of this Agreement.

- A. Workers' Compensation and Employer's Liability Insurance: Carrier shall maintain in effect throughout the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in the amount as prescribed by the laws of the State of Oklahoma.
- B. Commercial Liability Insurance: Carrier shall maintain in effect throughout the term of this Agreement Commercial General Liability Insurance, which must include coverage for aviation exposure and contractual liability, to protect the Carrier and any additional insured parties from claims for bodily injury, including injury or death, property damage, or loss that may arise from operations of Carrier under the Agreement, whether such operations be by the Carrier, any subcontractor, or by anyone employed by or acting for the benefit of the Carrier in conjunction with this Agreement. In this regard, Carrier shall require any subcontractor or anyone acting for the benefit of the Carrier to carry insurance in at least the same limits as this Agreement naming the City, Trust and Carrier as additional insured.
- \$ 200,000 per person for property damage
 - \$1,000,000 per person per accident for bodily injury
 - \$10,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence
- C. Automobile Liability Insurance: Carrier shall maintain in effect throughout the term of this Agreement automobile liability insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Carrier in connection with the performance of this Agreement in the amount of one hundred thousand dollars (\$100,000) for property damage per accident, and for other liability in the amount of one hundred seventy-five thousand dollars (\$175,000) per person with a maximum limit of one million dollars (\$1,000,000) per accident or a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence or accident.
- D. Aircraft Public Liability and Property Damage Insurance: Carrier shall maintain in effect throughout the term of this Agreement aircraft liability insurance, including contractual liability, covering all owned, leased, and/or operated aircraft including aircraft in which Carrier owns a fractional share with a minimum combined single limit of not less than ten million dollars (\$10,000,000) for coverage per occurrence or accident for bodily injury and property damage.

Any deductibles or self-insurance retention of the Carrier for any of the forgoing insurance may not exceed that which is commercially reasonable for an Air Transportation Company given Carrier's size, net worth, and number of operations at the Airport. The establishment of any such deductible or self-insured retention will not affect Carrier's liability under Section 13.02 for claims falling within any such deductible or self-insured retention. Carrier's failure to assume and pay any claim falling within any such deductible or self-insured retention, as required in Section 13.02, will constitute a material breach and may result in Trust's immediate termination of this Agreement and/or immediate suspension of Carrier's use of the Premises. If any material change in Carrier's financial condition occurs, Trust may require Carrier to reduce the deductibles or self-insured retentions established in respect of Carrier's insurance program insofar as it relates to the City of Oklahoma City and the Oklahoma City Airport Trust/Trust and their respective officers, employees and agents.

Certificates of Insurance acceptable to the Trust, in the form as shown on Exhibit C attached to this Agreement or a form substantially similar thereto such as an approved ACORD form which includes the line of insurance, name of insurance companies, policy number, amount of any deductible or self-insurance retention, coverage amounts, all additional insured parties, and contractual liability coverage as required within this section shall be submitted to Trust in conjunction with the signed Agreement. Except for Workers' Compensation and Employer's Liability Insurance, the Certificates of Insurance shall name Carrier as insured and the Oklahoma City Airport Trust and the City of Oklahoma City as additional insured in a manner equal and consistent to that of the Carrier. Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to the primary coverage of the Carrier. Carrier must provide the Trust and the City thirty (30) days prior written notice of any cancellation or material coverage change in their policies that could adversely affect the Trust or City or to have an endorsement made to each policy to include thirty (30) day notice of cancellation or material coverage change that could adversely affect the Trust or City should the policy provide a different notice period for any additional insured. For the purposes of this provision, a material change shall be considered any deductible or self-insurance that exceeds the amounts approved for the Carrier or any coverage amount that does not meet the minimum requirements contained in this provision. Copies or certification of all additional insured endorsements shall be submitted to the Trust along with the Certificates of Insurance. The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof. In the event of a claim or loss wherein the Trust or City is a named party, copies of insurance policies required herein naming the City or Trust as an additional insured shall be made available on a timely basis for review when requested by the Trust or the City at the Trust's principal place of business at the Airport.

In the event the Certificate of Insurance does not delineate coverage for Carrier's contractual liabilities or the Carrier's insurance policy does not provide sufficient coverage for the Carrier's contractual obligations contained in this Agreement, Carrier agrees that Carrier's contractual obligations to the Trust is not diminished by the Carrier's elected insurance provisions. Applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement.

ARTICLE 14. TERMINATION BY TRUST OR CARRIER

14.01 Termination by Trust

A. Trust, at its option, may declare this Agreement terminated on the occurrence of any one or more of the following events, herein referred to as "Events of Default," and may exercise all rights of entry and re-entry on the Leased Premises, and any and all other rights and privileges granted Carrier herein shall terminate:

- (1) If the rents, fees, or other money that Carrier herein agrees to pay to Trust, or any part thereof, shall be unpaid as required in paragraph 6.01.
- (2) If Carrier abandons and ceases to use the Leased Premises for a period of sixty (60) days at any one time, except when prevented by fire, earthquake, wars, strikes, labor difficulties, or other calamity or circumstances beyond its control.

- (3) If Carrier files a voluntary petition in bankruptcy or makes a general assignment for the benefit of creditors, or if Carrier is adjudicated as bankrupt.
 - (4) The taking of jurisdiction of Carrier or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any Federal reorganization act.
 - (5) The appointment of a receiver or a trustee of Carrier's assets by a court of competent jurisdiction or a voluntary agreement with Carrier's creditors and the same is not removed in ninety (90) days.
 - (6) If Carrier discontinues air transportation to the Airport as a consequence of Carrier's filing a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy law or under any other statute of the United States or any state hereof, or being adjudged bankrupt, Carrier shall be deemed to have forfeited its leasehold space.
 - (7) If any act occurs that deprives Carrier of the rights, powers, and privileges necessary for the proper conduct and operation of its air transportation business or Carrier loses its certificate(s) with FAA to operate as a CPAC.
 - (8) If any portion of Carrier's existing Preferential Use Space is not being utilized by Carrier during times when a new or expanding CPAC needs such Preferential Use Space such as a Departure Gate and Carrier refuses to make Carrier's Preferential Use Space available to a new or expanding CPAC after the Director determines the space could reasonably be used to accommodate a new or expanding CPAC as described in Section 4.04.
 - (9) If any term or condition of this agreement is breached or not kept.
- B. Except for an Event of Default set forth in 14.01(A)(1) for the non-payment of any rents, fees or charges or for such other notice period provided in this Agreement, Trust, by and through the Director, shall provide Carrier sixty (60) day written notice of any breach or Event of Default in which Carrier is afforded the opportunity to cure such breach or Event of Default within the sixty (60) day notice and cure period. If such Event of Default shall be for events other than as described in 14.01 (A)(1) and shall be impracticable of remedy within such sixty (60) day notice and cure period, then Carrier shall not declare the Agreement terminated as long as Carrier has present sufficient evidence to the Trust that it has reasonably commenced the curing of such default and shall have diligently prosecute the same to completion. In the Event of Default or breach of this Agreement as described in 14.01(A)(1) for the non-payment of any rents, fees or charges, Trust, by and through the Director, shall only be required to provide Carrier thirty (30) day written notice of any breach or Event of Default and afford Carrier the opportunity to cure such breach or Event of Default within the thirty (30) day notice and cure period. Upon the expiration of these notice and cure period applicable to the event or condition of default or breach and if such condition is not fully cured by the Carrier during the applicable notice and cure period, then the Trust, by and through

the Director, may elect to immediately terminate the agreement without further notice or time to cure to the Carrier.

- C. Notwithstanding the occurrence of any Event of Default, Carrier shall remain liable to Trust for all rentals, fees, and charges due and payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Trust elects to cancel this Agreement, Carrier shall remain liable for and promptly pay all rentals, fees, and charges as they accrue hereunder until termination of this Agreement as set forth in Article 5 herein.
- D. Carrier shall pay to Trust all other reasonable costs, fees, and expenses incurred by Trust in the exercise of any remedy in this Article 14.

14.02 Remedies Under Federal Bankruptcy Law

Notwithstanding the foregoing, upon the filing by or against Carrier of any proceeding under Federal bankruptcy law, if Carrier has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, Trust shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation, if permitted by applicable law, shall be by written notice to Carrier within sixty (60) days from the date of Carrier's initial filing in bankruptcy court.

14.03 Termination by Either Party

Notwithstanding the foregoing, either party may cancel and terminate this Agreement by giving the other party sixty (60) days advance written notice of such cancellation.

ARTICLE 15. ASSIGNMENT AND SUBLETTING

15.01 Subleasing

The privileges provided Carrier hereunder are not assignable or subject to subletting in whole or in part. Any attempt at assignment or subletting shall be null and void and a violation of the terms herein.

15.02 Merger, Consolidation or Reorganization

Provided, however, notwithstanding the foregoing, Trust shall not withhold its consent to Carrier's assignment of this Agreement to any entity (a) that results from any merger, consolidation, or a reorganization of Carrier, (b) that acquires or succeeds to all or substantially all of the assets of Carrier, or (iii) into which Trust may be merged or with which it may be consolidated.

15.03 Carrier Obligations

Nothing in this Article 15 shall be construed to release Carrier from its obligations under this Agreement, including but not limited to the payment of rentals, fees, and charges provided herein.

ARTICLE 16. REASSIGNMENT, REALLOCATION, OR RELOCATION

It is recognized by Carrier and Trust that, from time to time during the term of this Agreement, it may become necessary to reassign, reallocate, or relocate part of Carrier's Leased Premises or any assigned premises, and Trust will endeavor to provide Carrier with at least sixty (60) days'

notice of such reassignment, reallocation, or relocation and if Carrier is agreeable, this Agreement shall not terminate but be modified by amendment to identify the Premises and rentals, fees and charges for the same.

ARTICLE 17. [INTENTIONALLY OMITTED]

ARTICLE 18. MISCELLANEOUS COVENANTS

Carrier shall not use or permit the use of the Premises by anyone acting by, through, or under Carrier so as to intentionally attract birds and other wildlife which may pose a hazard to aircraft.

ARTICLE 19. INCENTIVE PROGRAM

Trust may offer an incentive program which may result in those qualifying having lower rates, fees, and charges than the rates, fees, and charges established under this Agreement.

ARTICLE 20. QUIET ENJOYMENT

Carrier upon paying the rent, fees, and other changes herein provided and observing and keeping all covenants, agreements, and conditions of this Agreement on its part to be kept, shall quietly have and enjoy the Premises or use of the Combined Per Turn Use Space during the term without hindrance or molestation by anyone claiming by, through or under Trust as such, subject, however, to the exceptions, reservations, and conditions of this Agreement.

ARTICLE 21. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

21.01 Compliance with Laws, Rules and Regulations

Carrier shall observe and obey all federal, state and local laws, rules and regulations governing the conduct and operation of the Airport, promulgated from time to time which are enforced in a non-discriminatory manner and are reasonably required for the prudent and efficient operation of the Airport. Such rules and regulations shall not be inconsistent with the reasonable exercise by Carrier of any right or privilege granted to it hereunder or under any other agreement between Carrier and Trust relating to the Airport or any part thereof, nor inconsistent with safety or with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration or any other government authority having jurisdiction over operations at the Airport.

21.02 Americans with Disabilities Act Responsibilities

To aid or to provide reasonable assistance, as and to the extent required by applicable law, when a person or a passenger has identified himself/herself to the Carrier with a disability and requests assistance. In compliance with 49 CFR Part 27 and the Air Carrier Access Act, 14 CFR Part 382 and to clarify which party is responsible for the provision of services at a given time when such assistance is requested, Carrier shall be responsible for the movement of passengers who have identified themselves to the Carrier as having a disability and their luggage to/from the entrances or passenger drop off locations for arriving/departing flights and throughout the Terminal Building as and to the extent required by applicable law. Carrier shall also comply with the applicable laws and regulations for monitors, televisions and audio-visual displays for passengers and visitors under its exclusive control in the Leased Premises. Subject to the terms of this Section,

Trust and Carrier will jointly be responsible for ensuring that there are accessible routes between the Departure Gate and the passenger boarding bridge. Unless otherwise specified herein or as set forth in other agreements with other tenants of the Airport, and subject to the terms of this Section, Trust will ensure that common public areas in the Terminal Building that are not Leased Premises of Carrier or another Airline such as restrooms, restaurants, retail space and other similar public use areas are accessible to persons with disabilities in accordance with laws or regulations applicable to Trust and the Airport. Trust shall assist passengers with a disability who request assistance from the rental car center to the rental car bus drop off location at the Airport Terminal Building. Further, Trust shall provide passengers traveling with a service animal a Service Animal Relief Area (“SARA”) on the secured side of the Terminal Building. Trust shall also ensure that any Trust monitors, televisions, and audio-visual display monitors for passengers and visitors comply with applicable laws and regulations. Notwithstanding the foregoing, Trust shall be solely responsible for complying with applicable statutes, rules, and regulations, including the ADA, in connection with its construction, maintenance, operation, and repair of any improvements to the Airport constructed, maintained, operated, or repaired by Trust hereunder.

ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS

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

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

ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE

23.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

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

23.01.1 *Compliance with Regulations:* The Carrier 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.

23.01.2 *Nondiscrimination:* The Carrier will not discriminate on the grounds of race, color, or national origin in the solicitation, selection, and retention of any subcontractors, including procurements of materials and leases of equipment. The Carriers will not participate directly or indirectly in the discrimination prohibited by the *Nondiscrimination Acts and Authorities*, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

23.01.3 *Solicitations for Subcontracts, including Procurements of Materials and*

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

23.01.4 *Information and Reports:* The Carrier 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Carrier will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

23.01.5 *Noncompliance:* In the event of a Carrier's noncompliance with the nondiscrimination provisions of this Agreement, the Trust will pose such contract sanction [in accordance with the provisions of this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

23.01.6 *Incorporation of Provisions:* The Carrier will include the provisions of [Section 23.01, subparagraphs] one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Carrier will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Carrier become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Carrier may request the Trust to enter into any litigation to protect the interests of the sponsor. In addition, the Carrier may request the United States to enter into the litigation to protect the interests of the United States.

23.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ARTICLE 24. TITLE VI CLAUSES

- 24.01 **Title VI Clauses Maintenance and Operation under Nondiscrimination Acts and Authorities**
 The Carrier for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant 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, the Carrier will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

The Carrier for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Carrier will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts and Authorities.

ARTICLE 25. [INTENTIONALLY OMITTED]

ARTICLE 26. EMPLOYEE BADGING AND BACKGROUND CHECKS

Carrier shall require that its officers, employees, suppliers, contractors, subcontractors or any sub-tier thereof, Third Party Vendors, and agents must abide by all applicable security regulations of the Department of Airports (“DOA”), Federal Aviation Administration (“FAA”), and the Transportation Security Administration (“TSA”). Any of Carrier’s officers, invitees, employees, suppliers, contractors, Third Party Vendors, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those employees or contractors or Third Party Vendors must submit a set of fingerprints for a Criminal History Records Check (“CHRC”) conducted by the Federal Bureau of Investigation (“FBI”) as required by TSA Regulation Part 1542. In addition, the applicant must submit biographical information for a Security Threat Assessment (“STA”) conducted by the TSA. At the time the application is made, Carrier shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge. The current fee for fingerprinting is \$35.00 per person. The current cost of an initial security badge is \$20.00 per person. Upon a satisfactory completion of the CHRC and STA, the applicant must then attend a security badging session to receive training and have a security badge issued.

ARTICLE 27. HAZARDOUS MATERIAL AND COMPLIANCE WITH ENVIRONMENTAL LAW

27.01 Definitions

27.01.01 “Best Management Practices” shall mean those best management practices applicable and relevant to the Carrier’s activities, including but not limited to the more stringent of the practices identified for Carrier’s activity by federal, state or local regulatory requirement including but not limited to the ODEQ General Permit OKR05 and SWPPP, any plan or policy in effect for the Airport, or other applicable industry guidance adopted pursuant to Environmental Laws.

27.01.02 “Contamination” shall mean the presence of any Hazardous Materials in concentrations exceeding those thresholds identified pursuant to Environmental Laws as relevant and appropriate including, where previously approved by the Director, risk-based standards for Hazardous Materials.

27.01.03 "Hazardous Material(s)" shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, deicing chemicals, 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 a hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.

27.01.04 "Environmental Law(s)" shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, or regulations, now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment, and include but are not limited to: the Solid Waste Disposal Act (SWDA), 42 U.S.C. § 6901 *et seq.*, as amended, including, but not limited to, the Resources Conservation and Recovery Act (RCRA) of 1976, Pub. Law No. 94-580, and the Hazardous and Solid Waste Amendments of 1984, Pub. Law No. 96-482; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, Pub. Law No. 99-499; the Emergency Planning and Community Right to Know Act (EPCRA), 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2601 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136 *et seq.*; the Clean Air Act (CAA), 42 U.S.C. § 7401 *et seq.*; the Clean Water Act (CWA), 33 U.S.C. § 1251 *et seq.*; the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300(f) *et seq.*; the Oil Pollution Act (OPA) of 1990 (OPA), 33 U.S.C. § 2701 *et seq.*; the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 5101 *et seq.*; the Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § 651 *et seq.*, and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma or in regulations promulgated pursuant to such laws.

27.02 Hazardous Material

Carrier hereby covenants not to permit or introduce any Hazardous Material(s) onto the Premises other than those specifically addressed below in Paragraph 27.02.01 through 27.02.06, unless specifically approved in writing by the Director of Airports, which consent shall not be unreasonably withheld. All Hazardous Materials must be used, kept, generated, and stored in compliance with applicable Environmental Laws by Carrier, its

agents, employees, contractors, Third Party Vendors, Fuel Contractors, or invitees. .If Carrier breaches the obligations stated in this Article 27, or if the presence of Hazardous Material or chemicals that may become Hazardous Materials on or migrating from the Premises or Airport is caused or permitted by Carrier or its agents, employees, contractors, Third Party Vendors, Fuel Contractors, or invitees and results in Contamination, or if Contamination occurs from Carrier's operations on the Airport, then Carrier is legally liable to Trust and the City for damage resulting therefrom pursuant to this Agreement as well as any applicable federal, state or other relevant authority.

27.02.01 *Fuel and Fueling Activities:* Carrier may not store any aviation fuel, propellants, lubricants, or any other materials or supplies used for its aircraft fueling activities on the Leased Premises or Airport. Fueling Activities may only be performed by Fueling Contractors authorized in writing by the Director of Airports in compliance with Article 29.

27.02.02 *Grease, oil and other similar fluids:* Carrier may not store any grease, oil and other similar fluids on the Leased Premises or Airport, unless approved in advance by the Director and then only when all products and waste generated from use of these products are managed in compliance with all applicable Environmental Laws. Carrier shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated oil, grease or other similar fluids, other than *de minimis* quantities, on the Airport or Leased Premises that are the result of Carrier's operations under this Lease Agreement.

27.02.03 *Cleaning solvents and degreasers:* Carrier may utilize cleaning solvents and degreasers on the Leased Premises as long as Carrier manages all products and wastes generated from use of these products in compliance with all applicable Environmental Laws. Chlorinated solvents are prohibited unless approved in writing by the Director.

27.02.04 *Aircraft Deicing or anti-icing activities:* Deicing Services on aircraft may only be with FAA approved deicing chemicals in compliance with the Airport's Snow and Ice Control Plan, Airport Deicing Policy and as otherwise required by state, local or federal laws and regulations. Deicing shall only be performed on aircraft in the Deicing Areas. The storage of any deicing chemicals shall be by separate agreement with the Trust. If Carrier or its Third Party Vendor or FBO uses any deicing chemicals on the Airport for Carrier, Carrier shall maintain a record, including any Safety Data Sheet, of the type of deicing chemicals used. Carrier shall also report monthly from October to March on Carrier's Monthly Report the type(s) of deicing chemicals and the monthly quantities used, either as measured, by metering, or by best estimates.

27.02.05 *Pavement Deicing or Anti-icing activities:* Carrier may only utilize deicing chemicals that are acetate-based chemicals for pavement deicing. The use of glycol based, or other chemicals shall not be utilized unless the type and amount of said chemicals are pre-approved in writing by the Director. Urea based chemicals should not be used. All pavement deicing, or anti-icing shall be consistent with the Airport's Snow and Ice Control Plan or as otherwise required by state, local or federal laws or regulations. Carrier shall report monthly from October to March on Carrier's Monthly Report the quantities and

type of deicing products used on the Airport for the calendar month either as measured, by metering, or by best estimates.

27.02.06 *Cargo Operations*: Trust acknowledges that Carrier, Carrier's Third Party Vendors, or Carrier's other contractors may receive and store Hazardous Materials through its normal cargo and freight operations on the Leased Premises. Such Hazardous Materials shall only be stored pending further shipment, and Carrier shall require its Third Party Vendors or other contractors to maintain Safety Data Sheets for all such shipments when required by applicable Environmental Laws or other laws and regulations regarding such shipment and storage. The handling and storage of Hazardous Materials shall be in compliance with all applicable Environmental Laws or other laws and regulations regarding such shipments and operations.

27.03 Compliance with Environmental Law(s) and Regulations

Carrier shall or shall cause its agents, employees, contractors, including Carrier's Third Party Vendors and Fuel Contractors, or Carrier's invitees to conduct all their activities (Carrier's Activities): (i) in compliance with applicable Environmental Laws, the environmental provisions of this Agreement, the Trust's rules and regulations and any other applicable laws and regulations; and (ii) in cooperation with the Trust in the Trust's efforts to comply with applicable Environmental Laws to the extent Trust's ability to comply is dependent on Carrier's Activities; and (iii) in adherence with Best Management Practices applicable to the Carrier's use of the Leased Premises or Airport. In the event of a conflict between any provisions of this Agreement or any Environmental Laws, the more stringent provisions shall govern. Carrier shall be responsible for any applicable permits or licenses necessary for any aspect of Carrier's Activities, including but not limited, to any associated discharge or runoff. If Carrier's Activities, commercial or industrial, conducted on the Leased Premises are subject to coverage under the Oklahoma Department of Environmental Quality, General Permit OKR05, or any other necessary permits or authorizations from any other regulatory agency, Carrier shall or shall cause its Carrier's Third Party Vendors and Fuel Contractors, as applicable, to obtain the appropriate permit coverage required under applicable Environmental Laws.

27.04 Hazardous Materials Release

Without limiting the foregoing, if Carrier or its agents, employees, invitees, Third Party Vendors, or contractors should in any manner, leak, discharge, spill or release Hazardous Materials upon the Terminal Apron, Airfield Area, Airport or Leased Premises in connection with Carrier's activities, Carrier and its agents, Third Party Vendors, or contractors shall be strictly liable to the Trust, jointly legally and financially responsible and will incur direct liability pursuant to Environmental Laws. Carrier or its agents, employees, invitees or contractors shall respond to the Hazardous Materials release in compliance with all Environmental Laws including any required reporting as well as prompt removal of such Hazardous Materials and any resulting Hazardous Materials Contamination with agency oversight, which agency oversight shall occur to the extent required by applicable 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 27 whether such Hazardous Materials release or Contamination occurs before, during, or after such assignment or subletting of the Leased Premises, provided that such Hazardous Materials release of Contamination

arises from the use and occupation of the Leased Premises or Airport by the Assignee/Assignor or the Sublessor/Sublessee.

27.04.01 *Immediate Response:* Carrier shall immediately notify airport firefighting and rescue services, and Airport Operations of any leak or spill on the Leased Premises or Airport from Carrier's Activities as soon as they are known to Carrier. Carrier, whether by Carrier or through its agents, employees, contractors, Third Party Vendors, Fuel Contractors, or invitees, shall immediately respond to leaks and spills of material that is or may become Hazardous Material caused by Carrier's Activities, 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 Carrier's Activities. In the event of a release of Hazardous Material from Carrier's Activities above any reportable quantity or threshold under applicable Environmental Laws, Carrier must fulfill all required reporting obligations under applicable Environmental Laws.

27.04.02 *Mitigation and Remediation:* Carrier shall promptly undertake, at Carrier's sole expense, all actions necessary to ensure that any violation of Environmental Laws by Carrier or violation of the environmental provisions of this Agreement by Carrier, or any release of Hazardous Material or Contamination caused by Carrier, its officers, directors, employees, agents, contractors or resulting from Carrier's Activities, that is in any way associated with the Leased Premises or Airport, is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a "No Further Action" determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Contamination. As a basis for obtaining a "No Further Action" determination, Carrier may not rely on any limiting condition or restricted use of the Trust's property unless such conditional or restricted use has been approved in writing by the Trust, in Trust's reasonable sole discretion which shall not unreasonably be withheld, prior to the regulatory agency's approval. The Carrier shall use all practicable efforts to remove the Hazardous Materials release and/or Contamination in order to return the Premises and Airport to the condition existing prior to the introduction of any such Hazardous Material or as otherwise agreed to by the Trust 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, Carrier shall seek the Trust'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 Trust approve such an alternative risk-based approach in the sole discretion of the Trust, which shall not be unreasonably withheld, then the Carrier agrees that it shall remain liable for, and indemnify and hold harmless Trust from, any incremental environmental costs the Trust may incur in the future due to operation of Environmental Laws as applied to any residual contamination caused by Carrier's Activities and residing on Trust property after Carrier has completed such a risk-based corrective action, including those relying on Trust's previously approved institutional controls, which liability and indemnification

shall survive the termination of this Agreement without limitation pursuant to Section 27.05 below.

With respect to risk-based cleanup and subject to Carrier's continuing obligation to indemnify Trust for any Hazardous Materials resulting from Carrier's Activities on the Leased Premises, the Trust 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 Trust's future development plans for the site. The Trust 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 Trust's use or intended use of the property.

27.04.03 *Trust's Rights of Notice, Review and Comment:* Carrier shall provide the Trust advance draft(s) of all proposed report, response, remediation, or restoration action deliverables to be submitted to the regulatory agencies and shall allow the Trust reasonable time of not less than 30 days to submit comment and to provide Trust's 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 Agreement or the Environmental Laws, Carrier shall provide the Trust with a written report outlining, in detail, what has been accomplished.

27.05 Environmental Indemnification

In addition to all other indemnities provided in this Agreement, Carrier agrees to defend, indemnify, and hold the Trust and The City of Oklahoma 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 Carrier's Activities including but not limited to generation, manufacture, processing, use, release, as these terms are defined and used by Environmental Laws, or other spills or leaks of 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 only to the extent such Hazardous Material are connected with, or violations of Environmental Laws are caused by Carrier's Activities whether: (i) made, commenced or incurred during the Term; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Carrier's obligation to indemnify the Trust and City pursuant to this Section shall not apply with respect to either: (i) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; (ii) any Hazardous Material released by third-party's activities unrelated to Carrier's Activities; or (iii) any Hazardous Material (for which Carrier is not otherwise responsible) clearly demonstrated to be migrating onto the Leased Premises from some other location through no fault of Carrier.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises.

27.06 Exclusive

No remedy provided herein shall be deemed exclusive of any other remedy available under statutory, equitable or common law.

27.07 Environmental Reporting and Permitting

To the extent applicable, Carrier, on behalf of itself or its agents, employees, contractors, including but not limited to Third Party Vendors and Fuel Contractors, invitees or sublessees, shall make available to the Trust upon reasonable written request to Carrier copies of all Safety Data Sheets (SDS) for all Hazardous Materials used or stored by or on behalf of Carrier to support any Carrier Activities on the Leased Premises. To the extent applicable, Carrier shall provide the Trust with copies of any environmentally related regulatory permits or approvals related to the Carrier's Activities on the Leased Premises (including revisions or renewals) and any material plan, report or notice maintained on the Leased Premises related to Carrier's Activities, or receives from, or provides to, any governmental unit or agency in connection with the 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 related to Carrier's Activities. To the extent applicable, Carrier shall make available to the Trust, upon reasonable advance written request, copies of all stormwater-related plans, reports, and compliance documentation related to the Carrier's Activities on the Leased Premises as required by state, local or federal laws or regulations.

27.08 Violation of Environmental Law

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

ARTICLE 28. GENERAL CONDITIONS

28.01 Notices

Notices or other communications to Trust or Carrier pursuant to the provisions hereof shall be sufficient if sent by: (i) registered or certified mail, return receipt requested, postage prepaid, and irrefutably deemed received on the third business day after the date mailed if recipient refused proper delivery; (ii) a nationally recognized overnight courier (receipt requested) and irrefutably deemed received the next business day following the date it

was sent if the recipient refused proper delivery; (iii) facsimile transmission and irrefutable deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (iv) hand-delivered, addressed to:

For the Trust: Oklahoma City Airport Trust
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Facsimile (405) 316-3311
Email: wrwabusinessandproperties@okc.gov

For the Carrier: [NAME]
[ADDRESS]
[CITY, ST ZIP]
Email:

A party may designate a change the physical address, email, or telecopy in writing from time to time by written notice given to the other Party in accordance with this paragraph 28.01.

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

28.02 Non-Waiver

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

28.03 Binding Effect

This Agreement shall be binding upon the parties on the commencement date of the term as set forth in Article 2 and shall inure to the benefit of and be binding upon Trust, Carrier, and their respective successors and assigns, if such assignments shall have been made in conformity with the provisions and conditions of this Agreement.

28.04 Severability

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

28.05 Entire Agreement: Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and the Carrier concerning the Agreement at the Airport and all agreements of Trust and of Carrier with each other, and neither Trust nor Carrier has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement

(including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Trust and Carrier.

28.06 Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

28.07 Effect of Saturdays, Sundays, and Legal Holidays

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

28.08 Descriptive Headings: Table of Contents

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

28.09 Construction and Enforcement

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

28.10 Venue

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

28.11 Construction of Agreement

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

28.12 Recitals Contractual in Nature

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

28.13 Holding Over

If Carrier shall hold over without the written consent of Trust and remain in possession of the Premises after the expiration of the term specified herein, such possession by Carrier shall be deemed to be merely a month-to-month tenancy, terminable upon thirty (30) days' written notice, delivered at any time by either party. During any such month-to-month tenancy, Carrier shall promptly pay at a rate of 120% of the total monthly rentals, fees and charges. Provided, however, it is understood and agreed that if Trust consents to a hold over for the timeframe established in writing by the Director of Airports to Carrier during good faith negotiations between the parties for a new signatory agreement, said 120%

hold over rate shall not apply but shall be at the then current calculated rates and charges. All other provisions of this Agreement shall apply to said month-to-month tenancy.

28.14 Subordination to Bond Indenture

This Agreement and all rights granted to Carrier hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by the Trust in the Bond Resolution executed by the Trust. The Trust expressly reserves the right to make such pledge and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of bonds.

28.15 Surrender of the Premises

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Carrier agrees to surrender possession of Premises peacefully and promptly to Trust in substantially the same condition as existed at the effective date of this Agreement, ordinary wear, tear and obsolescence, casualty, and condemnation only excepted. Trust reserves the right to make periodic inspection of Premises, Facilities, and equipment therein during normal business hours with advanced notice provided to the Carrier when reasonably possible.

ARTICLE 29. FUEL SERVICES

29.01 Fueling Contractor

Carrier shall have the right to obtain Fuel Services at the Airport; provided, however, unless otherwise agreed by Trust, only a Fueling Contractor shall be permitted to provide Fuel Services for Carrier's aircraft and ground equipment on the Airport. Third Party Vendors may not fuel any aircraft unless otherwise agreed by Trust.

29.02 Ingress/Egress

Trust shall provide Fueling Contractors and their respective employees, agents and representative's ingress, and egress access across, over, and through the Airport for the Airport Fuel Storage Facilities and to such other locations as are reasonably necessary to provide Fuel Services.

29.03 Regulations

In connection with its receipt of Fuel Services at the Airport, Carrier shall comply with any rules, regulations, and laws of any federal, state or local government which may be applicable to the operation of said Fuel Service.

29.04 Non-Signatory Fuel Flowage Fee

Any aviation fuel dispensed on the Airport and obtained by a Non-Signatory Airline on the Airport or caused to be obtained on the Airport for a Non-Signatory Airline whether fuel is from the Airport Fuel Storage Facility or directly from a Fueling Contractor's own storage tank(s) shall be subject to a Non-Signatory Fuel Flowage Fee of \$0.05 per gallon or such other reasonable rate established by the Trust. Said Non-Signatory Fuel Flowage Fee will be collected, reported and remitted monthly to the Trust by the applicable Fueling Contractor pursuant to a separate agreement between the Trust and such Fueling Contractor. A Fueling Contractor may pass the Non-Signatory Fuel Flowage Fee to a Non-Signatory Airline.

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

ATTEST:

Name

Name

Title

Title

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APPROVAL RECOMMENDED:

Director of Airports

APPROVED by the Trust and signed by the Chairman of the Oklahoma City Airport Trust
this ____ day of _____, 2019.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST:

Trust Secretary

Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City
this ____ day of _____, 2019.

ATTEST:

City Clerk

Mayor

REVIEWED as to form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

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Oklahoma City Airport Trust
 Will Rogers World Airport
 Airline Exhibits

Exhibit A: Non-Signatory's Local Contact Form

	COMPANY	CONTACT	TITLE	EMAIL	CELL NUMBER
Carrier/Non-Signatory					
Station Manager Office Number					
Fueling Contractor		(Must be FBO on the Airport)			

Please provide name of company(s), contact(s) and telephone number(s) performing the following services. If Carrier is providing services itself, please note "Carrier". Carrier may provide these services directly to itself or may utilize a Third Party Vendor unless otherwise noted. Third Party Vendors and FBOs must be authorized to conduct services on the Airport, as evidenced by a contract or permit with the Airport, prior to utilization by the Carrier.

SERVICES	COMPANY	CONTACT	TITLE	EMAIL	CELL NUMBER
Above Wing					
Below Wing					
Deicing					
Special Needs Handling (ADA)					
Other (please specify)					

	YES	NO
Does Carrier provide office space within its leased premises for above stated Third Party Vendor to perform services for Carrier at WRWA?	<input type="checkbox"/>	<input type="checkbox"/>
Does Carrier provide office space within its leased premises for above stated Third Party Vendor to store Carrier's or Third Party Vendor's equipment for Carrier at WRWA?	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: This form should be updated as information changes and scanned to: wrwabusinessproperties@okc.gov
OR deliver to:
 Oklahoma City Airport Trust
 Attention: Airport Land & Property Administrator
 7100 Terminal Drive, Box 937
 Oklahoma City, OK 73159

EXHIBIT C

ISSUE DATE: _____	 OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE	PROJECT OR CONTRACT NUMBER: _____
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PRODUCER ADDRESS	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW. COMPANIES AFFORDING COVERAGE
	COMPANY A LETTER
	COMPANY B LETTER
INSURED ADDRESS	COMPANY C LETTER
	COMPANY D LETTER
	COMPANY E LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE AND TAIL COVERAGE <input type="checkbox"/> CONTRACTUAL LIABILITY Ded/SIR \$ _____				GENERAL AGGREGATE
				BODILY INJURY (Per Person)
				PROPERTY DAMAGE (Per Accident)
				EACH OCCURRENCE
				MEDICAL EXPENSES (Any One (1) Person)
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT
				BODILY INJURY (Per Person)
				BODILY INJURY (Per Accident)
				PROPERTY DAMAGE
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT
				DISEASE - POLICY LIMIT
				DISEASE - EACH EMPLOYEE
VALUABLE PAPERS INSURANCE (If required by Contract)				
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE
				AGGREGATE
OTHER (If required by Contract)				

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS
 THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.

CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937	CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES, OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. <hr/> AUTHORIZED REPRESENTATIVE SIGNATURE TELEPHONE NUMBER ()
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**EXHIBIT D
CARRIER'S LEASED PREMISES**

(PLEASE READ CAREFULLY)

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

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

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

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

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

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

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

EXHIBIT D
CARRIER'S LEASED PREMISES

Oklahoma City Airport Trust
 Will Rogers World Airport
 Airline Exhibits

Exhibit E: Combined Use Turn Fee/Terminal Rental Rates Non-Signatory
 07/01/19

Activity	Account	Source	Non-Sig Rate Per Sq Ft.
	Non-signatory Exclusive/Preferential (120% of Signatory)		
00042	Second Floor Counter Space	I	\$101.68
00043	First Floor Bag Office	IV	\$25.42
00044	Second Floor Offices	II	\$50.84
00045	Third Floor Offices	II	\$50.84
00050	Concourse Operations - A/C	IV	\$25.42
00053	Public Area - Extended Counter	IV	\$25.42
	Non-signatory Combined Turn Fee		\$774.95
	Non-signatory Landing Fee (per 1,000 lbs)		\$3.30

* Combined Use Per Turn Rate is for use of certain space as designated by the Director of Airports.

EXHIBIT F

CPAC GUIDELINES

To the extent Carrier provides any of the following services or leases such space, the following shall apply:

1. Ticket Counter Space

Carrier will provide inserts and finish out for Ticket Counter Space. Configuration and appearance of Ticket Counter Space including kiosks, shells, enclosing cabinets, and inserts shall be approved by the Director prior to installation to ensure a complementary design throughout the Terminal Building. The Director's approval shall not be unreasonably withheld, conditioned or delayed. When required, all kiosks, ticket counters, or other finish out shall be ADA compliant. Carrier shall provide baggage scales. Only monitors or televisions with arrival/departure information or other wayfinding information such as gate or TSA information will be allowed. Commercial solicitations are not allowed. Carrier may use its standard corporate design and logos approved by the Director. If Carrier does not have a standard corporate design or logo, the shell of the check-in counter and backwall will be the standard Lessor design.

2. Hold Room Podiums and Backwall

[Not applicable.]

3. Curbside Check-in

Subject to the approval of the Director, the Carrier may install its Carrier-specific curbside check-in counters consistent with 3.01 (P) and such designated space shall be considered Preferential Use Space herein, but such areas shall not be subject to rental fees for the use of such space.

4. Baggage Claim Area

The Carrier may not install any equipment, television, or monitor, in the public side of the Baggage Claim Area. Temporary or removable informational, directional or branding signage may be allowed with advance written approval by the Director.