

Tulsa Airports Improvement Trust

**Sublease Agreement - SAMPLE  
F99-099**

**Premises:**

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**Tulsa Riverside Airport  
SAMPLE SUBLEASE**

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**By and Between**  
**Tulsa Airports Improvement Trust**  
a public trust organized under the laws of the State of Oklahoma

**and**

**Jane Pilot,**  
an individual

**SUBLEASE AGREEMENT  
BY AND BETWEEN  
TULSA AIRPORTS IMPROVEMENT TRUST  
and  
JANE PILOT**

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## Summary of Lease Provisions

<b>TAIT CONTRACT NUMBER: F99-099</b>		
1.	<p><b>TAIT Address</b> <i>For Courier or Notice Delivery</i></p>	<p>Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A211 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsaairports.com</p> <p>Or: P.O. Box 581838 Tulsa, OK 74158-1838</p>
	<p><b>TAIT Payments ONLY:</b> This address cannot accept Notice or Service of Process.</p>	<p>Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182</p>
2.	<p><b>Lessee Address</b></p>	<p>Jane Pilot Attn: Jane Doe Managing Member Suite 999 1234 Cessna BLVD. Anytown, OK 99999-1234 janedoe@XYZ Corp.com 918-585-8661</p>
3.	<p><b>Term of Lease</b></p> <p>a. Effective Date</p> <p>b. Termination Date</p> <p>c. Term - Renewal Options</p>	<p>twenty (20) years</p> <p>July 1, 2018</p> <p>June 30, 2033</p> <p>two five-year</p>
4.	<p><b>Premises</b></p>	<p>SAMPLE SUBLEASE Tulsa Riverside Airport; (see also Exhibit A)</p>
5.	<p><b>Rentals</b></p> <p>Square Feet</p> <p>Lease Rate</p> <p>Annual Rental</p> <p>Monthly Rental (if applicable)</p> <p>Annual Water Tap Fee</p>	<p>4,200</p> <p>_____ per square foot</p> <p>_____</p> <p>_____</p>
6.	<p><b>G/L Account Number (internal)</b></p>	

## **SUBLEASE AGREEMENT**

This Agreement is entered into between the Tulsa Airports Improvement Trust ("TAIT"), a public trust organized under the laws of the State of Oklahoma, as Lessor, and Jane Pilot ("Lessee") an individual.

### **RECITALS:**

1. The City leases the Airports to the Tulsa Airports Improvement Trust ("TAIT") pursuant to the terms of an Amended and Restated Lease Agreement between the City of Tulsa, Oklahoma and TAIT, effective as of January 1, 2014, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 15<sup>th</sup> day of January, 2014 Doc #2014003980, as further amended by Amendment Number One effective as of April 14, 2021, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 28<sup>th</sup> day of April, 2021, Doc #2021047248, and as further amended by Amendment Number Two effective as of July 21, 2021 and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 22<sup>nd</sup> day of July 2021, Doc #2021085171.

2. Pursuant to the Trust Indenture for the Tulsa Airports Improvement Trust, Article IV, §4.2. the TAIT Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary.

3. TAIT operates the Airports pursuant to the Oklahoma Municipal Airports Act, Okla. Stat. tit. 3 §65.1, et seq., and TAIT's Bond Indenture.

4. TAIT desires to sublease certain lands for aviation purposes as hereinafter defined, being situated on said leased property, and Lessee desires to sublease from TAIT for a term of years the hereinafter defined premises specifically to hangar and service aircraft.

5. TAIT will operate, maintain, and develop the Airport as a public airport consistent with its Sponsor Assurances under the Federal Aviation Act and consistent with the FAA approved Airport Layout Plan (ALP).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, TAIT and Lessee do hereby agree as follows:

### **ARTICLE I – Definitions and Rules of Construction**

**Section 1.1 Definitions.** Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

- a. Agreement means this Sublease Agreement between TAIT and Lessee;
- b. Airport means Tulsa Riverside Airport;

- d. Authority means the Tulsa Airport Authority, a charter agency of City of Tulsa;
- e. City means City of Tulsa, Oklahoma, a municipal corporation;
- f. EPA means the United States Environmental Protection Agency and any federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- g. FAA means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- h. Governmental Requirements means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings; including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either; TAIT; Tulsa Airport Authority; City of Tulsa, the State of Oklahoma, or other governmental entities authorized to enact rules, regulations, standards, or policies applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.
- i. Leased Premises means the land area described and illustrated on Exhibit "A."; SAMPLE SUBLEASE.
- j. Leasehold Improvements means all improvements made by the Lessee(s) to the Leased Premises.
- k. Sponsor or Airport Sponsor means Tulsa Airports Improvement Trust, with control of a public-use airport receiving federal grants as a part of the Airport Improvement Program or any other Program administered by the FAA.
- l. Term means the period of time that this Agreement shall be in effect, as set forth in Section 2.1 and Section 2.2;
- m. TSA means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

**Section 1.2 Rules of Construction.** Throughout this Agreement, unless the context clearly shall require otherwise:

- a. The singular includes the plural and vice versa;
- b. The words "and" and "or" shall be both conjunctive and disjunctive;
- c. The words "all" and "any" mean "any and all";

- d. The word “including” means “including without limitation”;
- e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.
- g. The words “must” or “will” or “shall” in this Agreement indicate mandatory requirements.

## **ARTICLE II - Term**

**Section 2.1 Term of Agreement.** The Term of this Agreement shall be for fifteen (15) years commencing on July 1, 2018, and expiring on June 30, 2033, unless otherwise terminated or canceled; provided, as of the effective date of termination or cancellation, all obligations which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive such termination or cancellation.

**Section 2.2 Options to Extend.** During the period commencing one year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement (“first option period”), Lessee shall have the option to extend the Term of this Agreement, for one extended period of five-years; and during the period commencing one year prior to the expiration date of the first extended period and ending one hundred twenty (120) days prior to the expiration date of the first extended period (“second option period”) Lessee again shall have the option to extend the Term of this Agreement for one extended period of five-years, subject to the following terms and conditions:

- a. Lessee shall not be in default of this Agreement including compliance with Minimum Hangar Standards as set forth in Section 6.8 below; and
- b. Lessee shall deliver timely written notice of its exercise of the option to TAIT. (TAIT may send a courtesy notice to the Lessee but will not be obligated to do so); and
- c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term(s).

**Section 2.3 Surrender of Possession.** Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to TAIT subject to the terms of Article VI, Section 6.3(b).

**Section 2.4 Holding Over.** If Lessee shall hold over after the termination of this Agreement, TAIT, at its sole discretion, may allow Lessee to remain on the Leased Premises on a month-to-month basis as a tenant at will. During such tenancy, Lessee shall pay to TAIT one and one half (1 ½) times the rentals, fees and charges set forth herein, and Lessee shall be bound by all of the provisions of this Agreement.



**Section 2.5 Lessor's Options at Sublease Expiration.** At the end of the Term, if (a) Lessee is not in default as set forth in Article X; and (b) if the Leasehold Improvements satisfy the requirements of Section 6.8(c) hereof, the Lessor shall at its sole option (i) offer Lessee a new Sublease Agreement according to the terms and conditions of the private hangar sublease document then approved by TAIT, or (ii) if TAIT believes that the area within which the Leased Premises is located is, or may be, needed for future airport development, it may require the Lessee to remove all Leasehold Improvements and return the Leased Premises to unimproved condition. It is the intent hereof that Lessee shall have a "Right of First Refusal" for the leasing of the Leased Premises in the event that TAIT elects to continue subleasing said property for private hangar use. Provided, however, TAIT may, at its sole option, and notwithstanding the provisions of (i) immediately above, elect to sublease the property for less than the term then in effect for other private hangar subleases if TAIT determines, or in its sole discretion, that a shorter term is necessary or appropriate considering the FAA-approved Airport Layout Plan.

### **ARTICLE III - Rentals, Fees and Charges**

**Section 3.1 Initial Rentals.** From the commencement date of this Agreement, Lessee shall pay, in advance to TAIT, the annual base ground rental rate of \_\_\_\_\_ cents per square foot. The Leased Premises contain 4,200 square feet for an initial annual rental of \_\_\_\_\_ (\_\_\_\_\_) Dollars. Lessee shall pay a *pro rata* amount for any possession of the Leased Premises for less than a year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1<sup>st</sup> day of January of each year of the Term.

**Section 3.2 Subsequent Rentals.** Effective on each January 1<sup>st</sup> during the Term of this Agreement, the base ground rental rate shall be increased based upon the percentage increase in the most current Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average All Items Index ("Index") published by the United States Department of Commerce. The base rental rate shall be adjusted to the nearest \$0.01.

**Section 3.3 Adjustment in Lease Rate.** In any event, the rentals for any succeeding rental period shall not be less than the rentals established for the preceding rental period nor shall the increase be greater than 5% in any one year.

**Section 3.4 License Contingent Upon Payment.** The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

**Section 3.5 Landlord's Lien.** TAIT shall have the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma.

**Section 3.6 Place of Payments.** All sums payable by Lessee hereunder shall be delivered to:

Tulsa Airports Improvement Trust  
Department No. 598  
Tulsa, Oklahoma 74182

This address cannot accept service of process. See the Notice provision in Section 12.2 Notice.

**Section 3.7 Delinquencies.** In addition to any remedy available to it hereunder, TAIT may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

**Section 3.8 Utility Service.** At its own expense, Lessee shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. This shall include janitorial services, power, gas, telephone, electricity, heating, water, sewer and all other utility services not specifically enumerated. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon.

## **ARTICLE IV - Lessor's Grants; Reservations**

**Section 4.1 Sublease.** TAIT hereby offers and subleases to Lessee, and Lessee hereby accepts and subleases from TAIT, the Leased Premises for the aviation purposes set forth in Section 5.1 hereof for the Term of this Agreement, subject to the provisions herein set forth. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

**Section 4.2 Avigation Easement.** TAIT also reserves for itself, Authority, and City and their licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. TAIT reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

**Section 4.3 Reservation of Mineral Rights.** TAIT reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this Agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.

**Section 4.4 Quiet Enjoyment.** Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided however, TAIT makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or

that they will be suitable for Lessee's purposes and needs. TAIT reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport unless said liability arises from the solely negligent acts of TAIT, its agents, and contractors.

**Section 4.5 No Joint Venture or Partnership.** This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between TAIT and Lessee; (b) to give TAIT any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of TAIT, Authority, or City, for any purpose or to bind TAIT, Authority, or City.

**Section 4.6 Termination of Agreement for Airport Purposes.** Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, TAIT hereby expressly reserves the right to terminate this Agreement upon a determination by TAIT or Authority that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvements necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises, Lessee shall surrender the Leased Premises to TAIT within ninety (90) days from receipt of TAIT's written notice of its intent to terminate the Agreement and acquire Lessee's leasehold improvements and interest in the Leased Premises. TAIT shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement under the same terms and conditions as this Agreement or the then current lease agreement in use by TAIT subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by TAIT to Lessee in the manner required by applicable law.

In consideration of Lessee's surrender of the Leased Premises, Lessee shall receive, as complete compensation for Lessee's interest in the Leased Premises and Lessee's improvements thereto, a sum of money equivalent to the fair value of any improvements of Lessee acquired by TAIT. Determination of the fair value of the improvements shall be made by the appraisal method known as the "market comparison approach." The appraisal method known as the "income approach" shall not be used in the valuation of the improvements.

The parties further agree that the fair value rental of the Leased Premises shall be equivalent to the contract rent specified in this Agreement for the remainder of the Term.

## **ARTICLE V - Use**

**Section 5.1 Use of Leased Premises.** The use of the Leased Premises shall be to store, maintain, build, rebuild, restore and service aircraft. Aircraft maintenance and overhaul may be performed either by Lessee or by an FAA licensed A&P mechanic. The Leased Premises shall not be used for any commercial use or purpose. Lessee also shall be entitled to construct improvements for the stated aviation purposes, subject to the conditions hereinafter set forth. Lessee shall have the non-exclusive

license to use, in common with others, the access roads or designated taxiways or taxi lanes as aircraft operations will safely permit for purposes of ingress and egress to the Leased Premises and the public facilities of the Airport. TAIT and Authority reserve the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to Lessee.

**Section 5.2 General Use of the Airport.** Subject to terms, conditions and covenants hereof, and provided that Lessee is not in default of this Agreement, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport including runways, taxiways, taxi lanes, aprons, lighting, navigation aids, and other facilities necessary for the operation of aircraft.

**Section 5.3 Fueling Operations.** Except in conformity with Section 9.1 hereof, Lessee shall not permit any aircraft to be fueled on the Leased Premises except by a licensee approved by TAIT to fuel aircraft at the Airport; provided, however, if approved licensee fails to provide "auto gas" for Supplemental Type Certificate ("STC") approved aircraft, Lessee shall be allowed to fuel Lessee's STC approved aircraft.

**Section 5.4 Safety and Security Plan.** At Lessee's sole cost and expense, Lessee shall comply with the Airport Safety and Security Plan provided by TAIT. Lessee shall require all invitees entering the Leased Premises to comply with the Airport Security Plan and all applicable Governmental Requirements pertaining to security and safety.

## **ARTICLE VI - Improvements to the Premises**

### **Section 6.1 Title to Existing Improvements.**

a. Title to all improvements (except improvements owned by TAIT or City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period.

b. Lessee may sell, convey, mortgage, gift, or devise the Leasehold Improvements, subject to TAIT consent which shall not be unreasonably withheld.

**Section 6.2 Removal or Alteration of Airport Structures on Leased Premises.** Lessee may not remove or otherwise alter any improvement to the Leased Premises owned by TAIT or City without prior written consent of TAIT. Lessee may request permission in writing to remove or alter such improvements.

### **Section 6.3 Removal or Alteration of Leasehold Improvements on Leased Premises.**

a. Lessee may remove or alter any Leasehold Improvements owned by Lessee after submitting proposed plans and specifications to TAIT for approval, which approval shall not be unreasonably withheld. Within thirty (30) days of receipt of such written request, TAIT shall notify Lessee of either the rejection or approval of the request. Approval shall not be arbitrarily denied. Ownership and title to all Leasehold Improvements owned by Lessee, and removed from or altered on the Leased

Premises, shall remain in Lessee's possession. Removal, storage, maintenance, transportation and disposal of the improvements shall be made at Lessee's sole cost;

b. Upon termination or expiration of this Agreement, TAIT may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition at Lessee's sole cost and expense. If Lessee fails to do so, TAIT may, at its option, cause the improvements to be removed and the Leased Premises restored at the sole cost and expense of the Lessee.

**Section 6.4 Construction of New Improvements.** Lessee shall have the right to construct improvements on the Leased Premises consisting of hangars, ramps, and other such improvements. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by TAIT as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by Lessee in compliance with all Governmental Requirements. Lessee shall furnish to TAIT copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to TAIT for approval. Thereafter, TAIT shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the grounds therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove TAIT's objections. Upon TAIT's receipt of the final plans and specifications, TAIT shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After TAIT's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to TAIT one (1) complete set of reproducible "as built" plans and specifications in digital format.

**Section 6.5 Effect of New Improvements.** New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.

**Section 6.6 Inspection.** TAIT, Authority and City, and their authorized representatives, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

**Section 6.7 Weight Limitations.** Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

**Section 6.8 Minimum Hangar Standards.**

a. Lawn Maintenance. Lessee is responsible for mowing lawn and trimming weeds and grass from the hangar structure to the taxiways during the construction process as well as during the day-to-day operations. Grass should be kept to a height not greater than six inches. Trees, shrubbery and flowers

are optional but Lessee is responsible for their orderly appearance. Any trees or shrubbery planted must not limit the visibility for vehicular or aircraft movement.

b. Outside Storage. Lessee shall not store any items on the exterior of the hangar structure, except as may be specifically permitted by this agreement or with the prior written permission of the Airports CEO. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components thereof, shall not be parked, stored or left standing for a period in excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airports CEO is required if the thirty (30) day period allowed will be exceeded.

c. Exterior Improvement Appearance. Lessee shall maintain the exterior appearance of the Leasehold Improvements on the Leased Premises in a proper state of repair and shall specifically prevent, repair and paint any visible peeling, chipped, faded or rusted areas. Lessee shall re-skin the exterior surfaces of their hangar, if skin is penetrated, using at a minimum 26-gauge metal siding with 20 year paint guarantee. If exteriors have not been penetrated and rust can be overlaid, damaged areas shall be repaired with corrosive inhibitor coating and painted to match the hangar exterior. Colors shall comply with guidelines established or approved by Authority. Lessee shall be deemed in conformity with this maintenance standard if Lessee has consulted, and complied, with reasonable directives from TAIT. Compliance with this maintenance standard is a prerequisite for TAIT approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

## **ARTICLE VII - Maintenance and Care of Leased Premises**

**Section 7.1 Maintenance and Care of Leased Premises.** Lessee shall perform all maintenance, including but not limited to, all repairs relative to heating, electrical, plumbing and air conditioning systems; roofs; walls; structure; structural improvements; paving; and any ramp on the Leased Premises. Lessee also shall be responsible for mowing of and snow removal from, the Leased Premises. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material. Except in tanks and in the manner approved by appropriate governmental authorities, Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

## **ARTICLE VIII - Indemnity and Insurance**

**Section 8.1 Indemnity - General.** Lessee shall indemnify, protect, defend and hold completely harmless, TAIT, Authority, and City, and their trustees, councilors, officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises, the Airport,

or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of TAIT. TAIT shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to TAIT. The provisions of this section shall survive the expiration or early termination of this Agreement.

## **Section 8.2 Insurance.**

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by TAIT from time to time, but in no event for less than the sum of Five Hundred Thousand and No/100 Dollars (\$500,000) combined single limit. The insurance shall be issued by an insurer licensed to do business in the State of Oklahoma. Lessee's aircraft liability policy may be used to meet the requirement for airport premises liability insurance if the insurance carrier provides confirmation acceptable to TAIT that the policy meets required airport liability coverage.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that: (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to TAIT; (2) TAIT, Authority and City, and their trustees, councilors, agents, officers, servants and employees are named as additional insureds; (3) the policy shall be considered primary as regards any other insurance coverage TAIT or Authority may possess, including any self-insured retention or deductible TAIT or Authority may have, and any other insurance coverage TAIT or Authority may possess shall be considered excess insurance only; (4) the limits of liability required therein are on an occurrence basis; and (5) deductibles shall not exceed \$5,000.

c. Pooled Insurance Option. The parties recognize that TAIT currently offers a Pooled Insurance Option, for as long as it may remain cost effective and feasible. ("Pooled Insurance").

Although TAIT is not obligated to arrange for such coverage or to continue to make coverage available throughout the Term of the Agreement, and that Lessee is not obligated to participate, the parties acknowledge that Pooled Insurance Option may result in substantial savings in premiums if a sufficient number of Lessees elect to participate. TAIT may charge an administrative fee for the reasonable costs associated with the of management of this Option.

During the time Pooled Insurance Option is made available through TAIT, each Lessee's decision to participate shall be timely and appropriately documented. Premiums will be payable by TAIT to the insurer, and each participating Lessee's portion of the premium shall be calculated on a pro rata basis (i.e. the percentage that the square footage of the Leased Premises bears to the total square footage of all participating Lessees' Leased Premises) and paid promptly by Lessee to TAIT upon receipt of an invoice presented to Lessee at the address shown in this Agreement. Lessee's failure to pay an invoice for Pooled Insurance coverage in a timely manner shall be treated as an Event of Default under the provisions of Article X.

d. If the insurance coverage required in Section 8.2 is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to TAIT a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from TAIT, TAIT may, in addition to all its other remedies exercise TAIT's rights as provided in the default provisions of this Agreement.

## **ARTICLE IX - Governmental Requirements**

Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it to comply with all applicable Governmental Requirements set forth below.

**Section 9.1 Compliance and Subordination to Governmental Agreements.** To the extent applicable, Lessee shall comply with all Governmental Requirements applicable to Lessee's use and operation of the Leased Premises. Without limiting the generality of the foregoing, Lessee shall at all times use and occupy the Airport and the Leased Premises in strict accordance with all rules, regulations and security plans existing or that may be imposed by the TSA, FAA or TAIT, Authority or City with respect to the Airport, the Leased Premises and the operations thereof. This Agreement is subject and subordinate to the provisions of any Agreement heretofore or hereafter made between TAIT, Authority and/or City and the United States Government relative to the financing, operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to TAIT, Authority or City for Airport purposes, or for the expenditure of Federal funds for the financing, maintenance, operation or the development of the Airport, including the expenditure of Federal funds for development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958 as amended from time to time or any airport improvement program, law or regulation or successor program, law or regulation.

**Section 9.2 Modifications required by U.S. Government.** In the event that the Federal Aviation Administration or the Transportation Security Administration, require modifications or changes in this Agreement as a condition precedent to the granting of funds or for the certification, operation or improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to satisfy the Federal Aviation Administration or Transportation Security Administration requirements. Lessee shall procure, and require all its affiliates, subsidiaries, subcontractors or assignees to procure, from all governmental authorities having jurisdiction over the operation of Lessee hereunder, all licenses, franchises, certificates, permits or other authorizations, including all environmental permits or authorizations which may be necessary for the conduct of Lessee's business or its occupancy of the Leased Premises. Lessee shall require its guests and invitees and those doing business with it to comply with all Governmental Requirements relating to the conduct and operation of Lessee's business on the Leased Premises.

**Section 9.3 No Liability for Exercise of Powers.** Neither TAIT, Authority, nor City shall be liable to Lessee for any diminution or deprivation of its rights which may result from the proper exercise



of any power reserved to TAIT, Authority or City in this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

**Section 9.4 Nondiscrimination.** During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees as follows:

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.

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

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 leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and 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 a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending the Sublease, in whole or in part.

6. Incorporation of Provisions. The Lessee will include the provisions of paragraphs 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 Sponsor or the Federal Aviation Administration

may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Sponsor 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.

7. General Civil Rights. 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 lessor.

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

8. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Sublease 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) listed below, 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.

B. In the event of breach of any of the above Nondiscrimination covenants, TAIT will have the right to terminate the Sublease Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Sublease had never been made or issued.

C. With respect to any deed, in the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the TAIT and its assigns.

9. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

C. That the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. In the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to terminate the Sublease Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Sublease Agreement had never been made or issued.

E. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, TAIT will there upon revert to and vest in and become the absolute property of TAIT and its assigns.

10. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination 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 USC § 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 Non-discrimination 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).

**Section 9.5 Americans With Disabilities Act.** Lessee shall take all necessary actions to ensure its facilities and employment practices are in compliance (and remain in compliance) with the requirements of 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. Any costs of such compliance shall be the sole responsibility of Lessee.

**Section 9.6 Open Records Act.** Lessee understands and acknowledges TAIT’s and Authority’s legal requirements to comply with the Oklahoma Open Records Act, Okla. Stat. tit. 51 § 24A.1 et. seq. Lessee understands and acknowledges that persons who submit information to public bodies have no right to keep this information from public access nor reasonable expectation that the information will be kept from public access.

**Section 9.7 Taxes and Other Governmental Charges.** Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be assessed or levied against or with respect to Lessee’s improvements, machinery, equipment or other

property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith, with due diligence, as permitted by law, Lessee may contest any such taxes or governmental charges.

**Section 9.8 Domestication.** If Lessee is a foreign corporation or other form of business entity, it shall domesticate, to the extent required by Oklahoma law, its form of business entity within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to TAIT such evidence of good standing as TAIT from time to time reasonably may require.

## **ARTICLE X - Events of Default**

**Section 10.1 Events of Default Defined/Cure.** The following shall be “events of default” under this Agreement, and the terms “events of default” or “default” shall mean, whenever they are used herein, any one or more of the following:

- a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by TAIT;
- b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;
- c. Lessee shall terminate Lessee’s corporate structure, except as permitted herein;
- d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;
- e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of 90 days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of 90 days after due, plus non-occupancy of the Leased Premises.
- f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue un-remedied for thirty (30) days after TAIT shall have given to the Lessee written notice specifying such default, then TAIT may proceed in accordance with Section 10.2 of this Agreement; provided, TAIT may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action and is diligently pursuing the same.

**Section 10.2 Remedies upon Lessee’s Default and Failure to Cure.** Whenever an event of default of Lessee shall occur, and upon Lessee’s failure to cure after notice of default is given as provided in Section 10.1 above, TAIT may pursue any available right or remedy at law or equity, including:

a. Termination. TAIT may deliver to Lessee written notice of termination, specifying the date (which must be at least 30 days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's rights to possession of the Leased Premises immediately shall cease. TAIT may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1. All sums accrued through the date of termination;
2. The balance of all rentals required to be paid by Lessee;
3. The reasonable costs incurred by TAIT in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by TAIT to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by TAIT from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by TAIT of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. Possession of Lessee Property; Storage. If TAIT takes possession of the Leased Premises upon Lessee's default, TAIT may expel Lessee and those claiming through or under Lessee and remove their property. TAIT may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. Cumulative Remedies. Each remedy available to TAIT under this Section shall be cumulative and shall be in addition to every other remedy of TAIT under this Agreement or existing at law or in equity.

**Section 10.3 Non-waiver.** Neither the waiver by TAIT of any breach by Lessee of any provision hereof, nor any forbearance by TAIT to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

**Section 10.4 Event of Default by TAIT, Lessee's Remedies.** TAIT shall not be in default in the performance of any of its obligations hereunder until TAIT shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to TAIT specifying wherein TAIT has failed to perform any such obligations. Neither the occurrence nor existence of any default by TAIT shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against TAIT as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

**Section 10.5 Condemnation.** If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than TAIT, Authority, or City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If TAIT and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate. Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.6 entitled Termination of Agreement for Airport Purposes.

## **ARTICLE XI - Transfer of Interests**

**Section 11.1 Assignments by TAIT and City.** TAIT and City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to TAIT, with a copy to Lessee, an instrument assuming the obligations of TAIT and City under this Agreement.

### **Section 11.2 Assigning, Subletting and Encumbering.**

a. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without TAIT's prior written consent. If Lessee shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee's enterprise, shall be deemed an "assignment"; and

b. TAIT shall not unreasonably withhold consent to (1) Lessee's sale of Leasehold Improvements to a responsible, qualified buyer capable of meeting TAIT's rules, regulations and requirements; or (2) Lessee's mortgage or assignment of its Leasehold Improvements as collateral to secure payment of costs of construction on the Leased Premises; provided, however, such consent, if granted, shall not result in a modification or diminution of TAIT's rights hereunder.

c. All documents of transfer, during the primary Term and any extended Term, shall recognize the Lessee's ownership of the Leasehold Improvements, subject only to the terms and limitations of this Agreement; and

d. Lessee shall pay the then current administrative fee, as established annually in TAIT's Schedule of Rates, Fees & Charges, for any action requiring TAIT approval. Lessee shall pay the administrative fee with Lessee's submission of a written request for TAIT approval.

## **ARTICLE XII - Miscellaneous**

**Section 12.1 Existence of Lessee Entity.** All references in this Agreement to "corporations" and "corporate" shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or

permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entity and thereafter dissolve, if the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

**Section 12.2 Notices.** All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

(a) **Form of Notice.** All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

- (b) **Method of Notice.** All notices shall be given:
- i. by delivery in person; or
  - ii. by a nationally recognized next day courier service; or
  - iii. by first class, registered or certified mail, postage prepaid; or
  - iv. by electronic mail,
- to the address of the party specified below:

if to TAIT or Authority:

Tulsa Airports Improvement Trust  
 Attention: Airports CEO  
 7777 Airport Drive, Suite A-211  
 Tulsa, Oklahoma 74115  
 notice@tulsairports.com  
 Fax: 918-838-5199

and if to Lessee:

Jane Pilot  
 Attention: Jane Doe  
 Suite 999  
 1234 Cessna BLVD.  
 Anytown, OK 99999-1234  
 Email: janedoe@XYZ Corp.com

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) by electronic mail but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next business day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next business day if transmitted by national overnight courier with confirmation of delivery.

**Section 12.3 Severability.** In the event any 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 provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

**Section 12.4 Entire Agreement; Modification.** This Agreement expresses the entire understanding of TAIT and Lessee concerning the Leased Premises and all agreements of TAIT and Lessee with each other concerning the subject matter hereof. Neither TAIT nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Lessee.

**Section 12.5 Execution of Counterparts/Electronic Signatures.** This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**Section 12.6 Effect of Saturdays, Sundays and Legal Holidays.** Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. 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 Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

**Section 12.7 Descriptive Headings; Table of Contents.** The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto 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.

**Section 12.8 Choice of Law; 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 make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

**Section 12.9 Force Majeure.** Neither TAIT nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

**Section 12.10 Consent Not Unreasonably Withheld.** Whenever it is provided herein that the consent of TAIT, Authority, City or Lessee is required, such consent shall not be unreasonably withheld, conditioned or delayed.

**Section 12.11 Recovery of Attorney’s Fees and Costs.** If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the reasonable attorney’s fees and costs incurred in such action and any appeal therefrom. For purposes of this section, “costs” shall include expert witness fees, court reporter fees, and court costs.

**Section 12.12 Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, TAIT and its successors and assigns, and upon Lessee and Lessee’s respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

**Section 12.13 Federal Provisions.** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between TAIT and/or City of Tulsa and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City or TAIT for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.

**Section 12.14 Agreement Subordinate to Bond Indenture.** This Agreement and all rights of the Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by TAIT or City of Tulsa to secure any bonds authorized by law to be issued for the development of City-owned property, and TAIT and Lessee agree that the holders of said Bonds shall possess, enjoy and may exercise all rights of TAIT hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and TAIT with the terms and provisions of the bond covenants.

### Signatures

IN WITNESS WHEREOF, TAIT and Lessee have entered into this Agreement at Tulsa, Oklahoma on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective on July 1, 2018.

APPROVED

TULSA AIRPORTS IMPROVEMENT TRUST

\_\_\_\_\_  
Alexis Higgins, AAE  
Airports CEO

By: \_\_\_\_\_  
Chair

Revised 1/20/2021  
DOCID#0001284  
Standard Sublease Form

JANE PILOT  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**