

SHORT TERM FACILITY RENTAL AGREEMENT

This agreement, entered into this ___ day of _____, 2016, between the City of Stillwater, Oklahoma, a municipal corporation, acting through Stillwater Regional Airport Authority, ("SRAA") and Hendricks Flight LLC d/b/a Quality Aircraft Maintenance, an Oklahoma corporation

WITNESSETH:

WHEREAS, the City of Stillwater, Oklahoma ("Stillwater") is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater operates Stillwater Regional Airport ("SRA") pursuant to authority granted under Title 3, Oklahoma Statutes; and

WHEREAS, Hendricks Flight LLC d/b/a Quality Aircraft Maintenance ("Hendricks") seeks to lease space in a portion of a hangar identified in Attachment "A" hereto.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER, SRA AND HENDRICKS FLIGHT LLC D/B/A QUALITY AIRCRAFT MAINTENANCE AGREE:

ARTICLE I Demised Premises

1.1 Agreement to Rent: Hendricks agrees to rent from Stillwater and SRA, in accordance with the terms and conditions set forth herein, a portion of a permanent structure located on Stillwater Regional Airport identified in Attachment "A" hereto ("Leased Premises").

ARTICLE II Term

2.1 Duration: This agreement shall commence on December 1, 2016 and terminate on June 30, 2017. Thereafter, Hendricks may rent said Leased Premises on a yearly basis beginning July 1, 2017, for four (4) consecutive years, said terms beginning on July 1 and ending on June 30 the following year, provided Hendricks gives notice to SRA no later than May 31, 2017 and May 31 of each succeeding year of its intent to renew the lease for an additional one (1) year term as set forth herein.

ARTICLE III Rent

3.1 Monthly Rental Fee: Hendricks shall pay to SRA the sum of Two Hundred Ninety Dollars (\$290.00) per month until June 30, 2017. Thereafter, SRAA may adjust the monthly rental rate as it deems necessary to reflect then current market conditions.

3.2 Payment: Hendricks will be billed on a monthly basis and rent shall be due and payable each month as set forth in the billing statement. Past due charges will result in an assessment of a late payment fee of eighteen percent (18%) per annum.

3.3 Use Contingent Upon Payment: The grant of rights, licenses, facilities, services and privileges to Hendricks under this Agreement or otherwise by SRAA shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Hendricks as set forth herein.

3.4 Fees and Charges: Hendricks shall pay to SRA as the same are or may be applicable to Hendricks, the following fees and charges, for the use of services, privileges and facilities at the Airport:

- a. Fuel Flow Fee. Hendricks shall pay to SRA an Aviation Fuel Flowage Fee in the manner and amount established by ordinance and/or regulations.
- b. Other. Lessee shall pay to SRA such other fees and charges as reasonably may be assessed for all other services, privileges or facilities used by Hendricks at the Airport as established by SRA and published in the Schedule of Rates, Fees and Charges, including any amendments.

3.5 Landlord's Lien: SRA shall have the first lien, paramount to all others, on every right and interest of Hendricks in this Agreement, on all improvements, equipment and fixtures located in the Leased Premises. This 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 Hendricks, 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 Hendricks. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma. Aircraft stored inside the Leased Premises are specifically excluded from this lien.

ARTICLE IV Grants; Reservations

4.1 Condition of Premises: Hendricks accepts the rented portion of the Leased Premises in the condition existing at the commencement of this Agreement.

4.2 Avigation Easement: SRA also reserves for itself, and the City of Stillwater and its 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. SRA 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 Hendricks 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.

HENDRICKS SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH HENDRICKS MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST SRA OR CITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE LEASED PREMISES.

Hendricks shall (a) not allow any tree or other vegetation to remain which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) use, permit or suffer the use of the Leased Premises in such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (c) not permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended.

“Airspace” means for the purposes of this Section, any space above the ground level of the Leased Premises. “Aircraft” means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion, which powers said aircraft in flight. It is understood and agreed that the covenants and agreements in this section shall run with the land.

4.3 Quiet Enjoyment: Unless Hendricks shall have defaulted in its obligations hereunder, it shall have quiet enjoyment of the Leased Premises. Provided, however, SRA makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that it will be suitable for Hendricks’ purposes and needs. SRA 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 Hendricks for damages of any nature whatsoever to Hendricks occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport.

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

4.5 Termination of Agreement for Airport Purposes: Hendricks agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA that the Leased Premises is needed for permanent Airport construction, or development, or improvements.

ARTICLE V Use

5.1 Use of Leased Premises: Hendricks shall use the Leased Premises for the express and limited purpose of operating an aircraft repair service. Hendricks shall have a *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 to carry on its helicopter operations as authorized by this agreement. SRA reserves 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 Hendricks.

5.2 General Use of the Airport: Subject to terms, conditions and covenants hereof, and provided that Hendricks is not in default of this Agreement, Hendricks 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 the aircraft.

5.3 Fueling Operations: Should Hendricks obtain a self-fueling permit from SRA, it shall comply with all Governmental Requirements, including without limitation, those of the Environmental Protection Agency, for fuel tanks, fuel storage, the transportation of fuel and fuel pumping facilities.

5.4 Safety and Security Plan: Hendricks, at its sole cost and expense, shall comply with any airport safety and security plan established by SRA. Hendricks shall require all invitees entering the Leased premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

5.5 Limitations on Signage: Hendricks shall not erect, maintain or display signs or advertising or graphics at or on the exterior parts of the Leased Premises, or inside the Leased Premises, so as to be visible outside the Leased Premises, without the prior, written approval of SRA. Exterior signs affecting public safety and security shall be erected, maintained and/or displayed in accordance with applicable Governmental Regulations. If SRA has not granted approval for said signage, Hendricks shall within five (5) days of receipt of written notice by SRA, remove, obliterate, or paint out any and all advertising signs, posters, graphics and similar devices placed by Hendricks on the Leased Premises. Should Hendricks fail to so remove, obliterate or paint out each and every sign, poster, graphic or piece of advertising designated by SRA in said written notice and restore the Leased Premises to its prior condition, SRA may effect such removal and Hendricks shall pay the entire cost thereof to SRA on demand.

ARTICLE VI Improvements

6.1 Title to Existing Improvements: Title to all building improvements (except the building and any other improvements owed by SRA or the City of Stillwater) currently located on or inside the Leased Premises and improvements constructed by Hendricks during the Term of this Agreement as set forth herein, shall be and remain in Hendricks during the Term of this Agreement.. Title to any such Improvements shall vest with SRA

upon termination of this Agreement as set forth in Section 2.1 herein. Hendricks shall not sell, convey, mortgage, gift, or devise any such Improvements without SRA consent.

6.2 Removal or Alteration of Airport Structures: Hendricks shall not remove or otherwise permanently alter any improvement to the Leased Premises that is owned by SRA or the City of Stillwater without prior written consent of SRA. Hendricks shall request permission in writing to remove or alter such improvements during the term of this Agreement, or at the termination thereof.

6.3 Minimum Hangar Standards

a. *Outside Storage.* Hendricks 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 Stillwater Regional Airport Director.

6.4 No Liens or Encumbrances: Hendricks shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for construction of any improvement required or authorized under this Agreement, and all bills, costs or claims of whatever kind, which may at law or equity become a lien upon said work, or a claim against the Leased Premises. Provided, however, that Hendricks may contest the amount or validity of any claim without being in default of this Agreement upon furnishing security satisfactory to SRA guaranteeing such claim will be properly discharged forthwith if any such contest is finally determined against Hendricks.

ARTICLE VII Maintenance and Care of Leased Premises

7.1 Renter's Obligations: Hendricks shall maintain and pay all costs related to maintenance of all rental Improvements. Hendricks, at all times, shall keep in a clean and orderly condition and appearance all the rented areas within the Leased Premises and all of Hendricks' fixtures, equipment and personal property which are located thereon. Hendricks shall not store aircraft service vehicles, tugs, fuel trucks, fork lifts, mobile equipment, cargo, or other personal property inside the Leased Premises unless the same are in common use in Hendricks' aviation related operations. The Leased Premises shall not be used for the storage of motor vehicles, recreational vehicles or boats. Hendrickss shall not commit or suffer to be committed any nuisance on or inside the Leased Premises. Hendrickss shall conduct its operations in an orderly and property manner so as not to annoy, disturb, or be offensive to others at the Airport. Hendrickss shall take all reasonable measures to keep the sound level of its operations as low as reasonably possible. Hendrickss shall not permit the accumulation of any rubbish, trash or other waste material in or about the Leased Premises. Hendricks 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 in the Leased Premises, except in tanks and in the manner approved by appropriate governmental authorities. Hendricks 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

8.1 Indemnity-General: Hendricks shall indemnify, protect, defend and hold completely harmless, SRA, the City, and its 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, Hendricks' use or occupancy of the Leased Premises, Hendricks' self-fueling and/or aircraft servicing operations, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Hendricks' officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of SRA. SRA shall give notice to Hendricks of any such liability, loss, suit, claim or demand, and Hendricks shall defend the same using counsel reasonably acceptable to SRA. The provisions of this section shall survive the early termination or expiration of this Agreement.

8.2 Insurance:

a. Hendricks 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 SRA from time to time, but in no event for less than in minimum amounts equal to the liability limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently \$125,000.00 per person for personal injury; \$25,000.00 per person for property damage; and \$1,000,000.00 total liability per occurrence. SRA, the City of Stillwater, and the officers, employees, and/or agents of said entities shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Hendricks to obtain additional liability insurance in excess of the statutory liability amounts, provided that SRA, the City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Hendricks. Hendricks shall additionally maintain insurance for its fueling and/or aircraft servicing operations in accordance with the applicable Governmental Requirements.

b. Concurrent with the execution of this Agreement, Hendricks shall provide proof of insurance by providing a certificate of Hendricks' 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 SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City of Stillwater may possess, including any self-insured retention or deductible SRA or said City may have, and any other insurance coverage SRA or the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars (\$5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Hendricks shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to SRA a certificate showing that insurance coverage has been reinstated or provided through another insurance

company. Upon failure to provide such certificate, and Hendricks' failure to respond to a written notice from SRA, SRA may declare this Agreement immediately terminated.

ARTICLE IX Regulated Substances

9.1 Compliance and Indemnity: Hendricks shall not cause or permit any "Regulated Substance" as hereinafter defined, to be brought upon, generated, stored, or used in or about the Leased Premises by Hendricks, its agents, employees, contractors, or invitees, except for such Regulated Substance of the type and quantity as is necessary to Hendricks' business and with prior written notice to SRA. Any Regulated Substance permitted on the Leased Premises as provided herein, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to this Regulated Substance, including but not limited to the Governmental Requirements.

Hendricks shall not cause or permit, release, discharge, leak, or emit, nor permit to be discharged, leaked, released, or emitted, any Regulated Substance into the atmosphere, ground, storm or sewer system, or any body of water, ditch, stream, if that Regulated Substance (as is reasonably determined by SRA, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use or enjoyment of the building, facilities or any other real or personal property. Hendricks shall fully and timely comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment, including, without limitation, 42 U.S.C. §6991-6991i.

Disclosure. At the commencement of the term hereof, Hendricks shall disclose to SRA the name(s) and approximate amount(s) of any Regulated Substance that Hendricks intends to store, use, or dispose of in the Leased Premises. Hendricks shall disclose to SRA the name(s) and amount(s) of all additional Regulated Substances before such substances are actually used, stored, or disposed of in the Leased Premises if those materials were not previously identified to SRA at the commencement of the term.

Compliance Action. Hendricks shall, at its sole expense, clean-up, remove, and remediate (1) any Regulated Substance in, on, or under the Leased Premises in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all contaminants and pollutants, in, on, or under the Leased Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order. This obligation does not apply to a release of Regulated Substances, pollutants, contaminants, or petroleum products that existed in or about the Leased Premises prior to the execution of this Agreement caused solely by the act or omission of SRA or a third party for whom the operator is not responsible (e.g. not a customer, invitee, employee, agent, or person having any contractual or business relationship with Hendricks).

Definition of Regulated Substances. Regulated Substances: As used herein, the term "Regulated Substances" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*, or the Clean Air Act (CAA), 42 U.S.C. §7401 *et seq.*, all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance", "extremely hazardous waste", "RCRA hazardous waste", "waste", "hazardous material" or "controlled industrial waste", as defined in the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 *et seq.*; (c) any Regulated Substance, hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term Regulated Substance or "hazardous substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls; and other regulated chemical products.

Indemnity Noncompliance/Notice of Violation. Hendricks hereby fully agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Regulated Substances kept in or about the Leased Premises by Hendricks, and Hendricks shall give immediate notice to SRA of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Hendricks shall defend, indemnify, and hold harmless SRA, the City, and any councilors, board members, officers, agents, and employees for said entities from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) any liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened or alleged contamination of the Leased Premises; (b) the presence, disposal, release, or threatened release of any such Regulated Substance that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Regulated Substance; (d) any lawsuit brought or threatened, settlement reached, or government order relating to that Regulated Substance; or (e) any violation of any laws applicable thereto. The provisions hereof shall be in addition to any other obligations and liabilities Hendricks may have to SRA at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Agreement.

ARTICLE X Governmental Requirements

10.1 Governmental Requirements – General: Hendricks shall comply with all Governmental Requirements applicable to Hendricks' use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Hendricks shall also require its guests, invitees, and those doing business with it at the Airport to comply with all applicable Governmental Requirements.

10.2. No Liability for Exercise of Powers: Neither SRA nor the City of Stillwater shall be liable to Hendricks for any diminution or deprivation of Hendricks' rights which may result from the proper exercise of any power to preserve SRA or the City under this Agreement. Hendricks shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Hendricks' rights hereunder so as to constitute a termination of this Agreement by operation of law.

10.3 Non-discrimination: Hendricks, as a part of the consideration hereof, does covenant and agree hereby, as a covenant running with the land, and as a condition of any license and/or right granted herein or by Airport, that in the event facilities are constructed, maintained and/or otherwise operated on property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 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), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

10.4 Taxes and Other Governmental Charges: Hendricks shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time may be lawfully assessed or levied against or with respect to Hendricks' Leased Premises Improvements, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created or authorized by this Agreement. Hendricks may contest any such taxes or governmental charges in good faith and with due diligence, as permitted by law.

10.5 ADA Compliance: Hendricks shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Hendricks shall be solely responsible for the payment of any cost(s) to achieve such compliance, and SRA shall have no obligation to assist Hendricks in this regard.

10.6 Open Records Act: Hendricks understands and acknowledges that SRA is a public body and obligated to comply with the Oklahoma Open Records Act (51 O.S. §24A.1. *et seq.*). Hendricks understands and acknowledges that persons or entities that submit information to public bodies have no right to keep such information from public access or dissemination, nor a reasonable expectation that the information will be kept

from public access. SRA has no duty to notify Hendricks whenever a request for such information is received by SRA in accordance with the Act.

ARTICLE XI Miscellaneous

11.1 Utilities: Hendricks shall be responsible for all utility charges incurred with the rental of the Leased Premises, including but not limited to electric, water, sewer, garbage, natural gas, phone, internet, cable or satellite fees.

11.2 Assignment: This Agreement is not assignable.

11.3 Notice: 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 shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to SRA or the City of Stillwater:

2020-1 West Airport Road
Stillwater, Oklahoma 74075

and, if to Hendricks: P.O.Box 206
Glencoe, Oklahoma 74032

11.4 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.

11.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Hendricks concerning the Leased Premises and all agreements of SRA and Hendricks with each other concerning the subject matter hereof. Neither SRA nor Hendricks 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 SRA and Hendricks.

11.6 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 through 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.

11.7 Force Majeure: Neither SRA nor Hendricks shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions,

STILLWATER REGIONAL AIRPORT
AUTHORITY

MARC TOWER, CHAIRMAN

(Seal)
ATTEST:

SECRETARY

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated _____, 2016, between Stillwater Regional Airport and Hendricks Flight LLC d/b/a Quality Aircraft Maintenance.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

GINA J. NOBLE, MAYOR

(Seal)
ATTEST:

ELIZABETH CHRZ, CITY CLERK

Approved as to form and legality this ____ day of _____, 2017.

JOHN E. DORMAN, CITY ATTORNEY