

**STILLWATER REGIONAL AIRPORT
BUILDING LEASE AGREEMENT
SRA 2010-01**

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation ("City"), acting through Stillwater Regional Airport Authority, ("SRA"), and (LynRho LLC dba Hangar 1 Flight Center of Stillwater), 2020-10 W. Airport Rd., Stillwater, Oklahoma 74075 ("Lessee").

RECITALS:

1. The City of Stillwater is a municipal corporation established under the laws of the State of Oklahoma.
2. The City of Stillwater owns and operates through the Stillwater Airport Authority, land and certain aviation facilities known as "Stillwater Regional Airport."
3. SRA desires to lease a certain building at Stillwater Regional Airport known as "Hangar 1 Lean-to" and more specifically described herein on Exhibit "A" for aviation purposes as hereinafter defined, and Lessee desires to lease from SRA for a term of years hereinafter defined premises, specifically to maintain offices and/or storage and aircraft servicing operations.

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, SRA and Lessee do hereby agree as follows:

**ARTICLE I
Definitions**

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

- a. *Agreement* means this lease Agreement between SRA and Lessee;
- b. *Airport* means Stillwater Regional Airport;
- c. *Airport Improvements* means those improvements identified on an approved Airport Layout Plan;
- d. *EPA* means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- e. *FAA* means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- f. *FAR* means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
- g. *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, Stillwater Regional Airport Authority; the City of Stillwater;

the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.

h. *Leased Premises* means the land area or facility described and illustrated on Exhibit "A"

i. *Leasehold Improvements* means all improvements made by the Lessee(s) to the Leased Premises, except for "trade fixtures" as described herein.

j. *Term* means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.2;

k. *TSA* means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

ARTICLE II

Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for five (5) years, commencing on October 1, 2018, and expiring on June 30, 2023, unless otherwise terminated or canceled as provided herein.

Section 2.2 Survival of Obligations. All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by SRA.

Section 2.3 Option to Extend. During the period commencing one (1) year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, subject to the following terms and conditions:

- a. Lessee shall not be in default of this Agreement;
- b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
- 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 period.

Section 2.4 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 SRA subject to the terms of Article VI, Section 6.3(b).

Section 2.5 Holding Over. If Lessee shall hold over after the termination of this Agreement, SRA, 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 SRA rentals, fees and charges at a rate set by SRA at the time the election to hold over is exercised by Lessee. Lessee shall be bound by all of the remaining provisions of this Agreement during any hold over tenancy.

Section 2.6 Lease Expiration. At the end of the Term, Lessee shall immediately and peaceably vacate the leased premises. Any and all Leasehold Improvements and/or constructed and/or attached by Lessee on the Leased Premises shall become the property of SRA, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any and all documents necessary to convey title to any such improvement/fixture to SRA at said time.

ARTICLE III Rentals, Fees and Charges

Section 3.1 Initial Rental Rate. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base rental rate of Eight Thousand, Seven Hundred, sixty-nine dollars and thirty-six cents (\$8,769.36). The leased premises contain twelve hundred seventy four square feet(1274) square feet as identified in Exhibit "A" for an annual rental of \$8,769.36 (or \$730.78 per month).

Section 3.2 Subsequent Rental Rate--CPI; Improvement Cost Adjustment. Effective on each July 1st during the Term of this Agreement, the base rental rate shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny (\$0.01). Additionally, the cost of any structural improvement(s) to the building paid for by SRA shall be added to the rental rate. The total amount of such increase shall equal the actual cost of the improvement(s) and shall be payable by Lessee in equal installments during the initial term of this Agreement. Said rate adjustment shall become effective upon payment for said improvement by SRA and written notice to Lessee of such rate adjustment. Lessee may cancel this Agreement upon one hundred twenty (120) days written notice to SRA if Lessee objects to such a rate increase.

Section 3.3 Rate Adjustment--Limitation. In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period.

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

a. Fuel Flow Fee. Lessee 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 Lessee at the Airport as established by SRA and published in the Schedule of Rates, Fees and Charges, including any amendments.

Section 3.5 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 3.6 Landlord's Lien. SRA 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. Aircraft stored on the Leased Premises are specifically excluded from this lien.

Section 3.7 Place of Payments. All sums payable by Lessee hereunder shall be delivered to:

Stillwater Regional Airport
2020-1 West Airport Road
Stillwater, Oklahoma 74075

Section 3.8 Delinquencies. In addition to any remedy available to it hereunder, SRA 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 3.9 Security Assurances. Concurrent with execution of this Agreement, Lessee shall obtain and deliver to SRA, unless specifically released in writing by SRA, -Security Assurance in a form acceptable under the Minimum Standards for Commercial Aeronautical Activities at Stillwater Regional Airport, renewable for the Term hereof. Said Security Assurance shall serve the purpose of securing payment of all sums payable by Lessee to SRA hereunder and will be forfeited in whole or in part to satisfy a Lessee liability in the event of Lessee's failure to pay any rates, rentals, fees or charges of whatsoever nature due SRA and conditioned to ensure the faithful and full performance by Lessee of all its covenants, terms, conditions and obligations of this Agreement. The Security Assurance shall be in the amount equal to fifty percent (50%) of the annual rental rates, fees and charges to be paid by Lessee pursuant to Section 3.1 hereof. The form, provisions and nature of the Security Assurance, and the identity of the surety, insurer or other obligor, shall be subject to the approval of SRA. In the event that SRA and Lessee hereafter agree to any amendment or modification of this Agreement, Lessee shall, if required by the terms of the Security Assurance, obtain the consent of the surety, insurer or other obligor hereunder, as the case may be, and shall adjust the amount of the Security Assurance to reflect any increase in the rentals, fees or charges payable by Lessee hereunder. The failure of Lessee to furnish (and keep in full force and effect) the Security Assurance, to renew the same, to adjust the amount thereof, or to obtain the consent of surety, insurer or obligor as heretofore set forth, shall constitute an event of default under this Agreement.

Section 3.10 Accord and Satisfaction. No payment by Lessee or receipt by SRA of a lesser amount than the rentals, percentage fees and/or charges or payment(s) due to be made by Lessee hereunder shall be deemed to be other than a payment on "account" of the rent, percentage fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent fees and/or charges shall be deemed in accord and satisfaction, and SRA may accept such check or payment without prejudice to SRA's right to recover the balance of such rent percentage fees and/or charges or to pursue any other remedy provided in this Agreement.

Section 3.11 Utility Service/Cost. Lessee, at its own expense, shall be responsible for the cost of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, and occupancy of the Leased Premises and the improvements located thereon.

ARTICLE IV Lessor's Grants; Reservations

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

Section 4.2 Avigation Easement. SRA also reserves for itself, and the City 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 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.

LESSEE SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH LESSEE 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.

Lessee shall (a) not allow any tree or other vegetation to remain on the Leased Premises 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.

Section 4.3 Reservation of Mineral Rights. SRA 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, SRA 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. 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 Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport.

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 SRA and Lessee; (b) to give SRA any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of SRA or the City, for any purpose or to bind SRA or the City.

Section 4.6 Right of Relocation. SRA shall have the right to relocate Lessee’s Leased Premises including any improvements located thereon when necessary to accommodate the overall growth and development of the Airport. The need for such relocation shall be determined by SRA.

In the event such a relocation becomes necessary, Lessee shall be assigned a replacement area, if available, which is equivalent in size and amenities. Should Lessee disagree with the replacement location, Lessee shall have the right, within fifteen (15) calendar days of receipt of the written notice by the Airports Director of impending relocation, to provide written notice to the Airport Director that Lessee disagrees with the replacement location. Upon such written notice by Lessee, the parties shall, for a period not to exceed thirty (30) days from

the date of such notice, negotiate in good faith an attempt to resolve the matter to the satisfaction of both parties; however, if for any reason this issue is not resolved within thirty (30) days, SRA shall have the right to unilaterally decide the matter, and Lessee agrees to and shall abide by SRA's decision.

Should the Airports Director serve written notice on Lessee that Lessee is to be relocated, Lessee agrees it shall take or cause to be taken any and all actions as may be required to vacate its Leased Premises and surrender the same to SRA and begin serving the public from replacement location or remainder space upon written notice by the Airports Director that said replacement premises are available for beneficial occupancy by Lessee. Lessee shall be responsible for moving its trade fixtures. If SRA requires Lessee to relocate its Leased Premises during the Term of this Agreement, the cost of the replacement service center site and improvements located thereon shall be borne by SRA.

Section 4.7 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, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA 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 improvement 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 SRA within ninety (90) days from receipt of SRA's written notice of its intent to terminate the Agreement and acquire Lessee's Leasehold Improvements and interest in the Leased Premises. SRA 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 and under the same terms and conditions as this Agreement or the then current lease agreement in use by SRA subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by SRA to Lessee in the manner required by applicable law.

ARTICLE V Use

Section 5.1 Use of Leased Premises. Lessee shall use the Leased Premises for the express and limited purpose of maintaining offices and/or storage for its fueling and aircraft servicing operations located on the Airport. Provided, that should SRA authorize the subletting of all or any portion of the Leased Premises by Lessee during the term of this Agreement for another aviation purpose, then such purpose shall also be an authorized use of the Leased Premises. Lessee 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 fueling and/or aircraft servicing operations as authorized by this agreement and Stillwater Regional Airport Authority Building Lease Agreement SRA 2010-01 or any successor 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 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 the aircraft.

Section 5.3 Fueling Operations. Lessee shall be entitled to fuel and service aircraft as a fixed base operator on Airport property during the term of this Agreement. In addition to any other requirements set forth in this Agreement, Lessee 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.

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

Section 5.5 Limitations on Signage. Lessee 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, Lessee 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 Lessee on the Leased Premises. Should Lessee 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 Lessee shall pay the entire cost thereof to SRA on demand.

ARTICLE VI Improvements to the Premises

Section 6.1 Title to Existing Improvements. Title to all improvements (except the building and any other improvements owned by SRA 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. Title to any such Leasehold Improvements shall vest with SRA upon expiration of this Agreement as set forth in Section 2.6 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without SRA consent.

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

Section 6.3 Removal or Alteration of Improvements on Leased Premises.

Removal of any building, hangar, or other structure constructed on the Leased Premises by Lessee during the term of this Agreement shall require the additional consent of the Stillwater City Council. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be paid by Lessee. Upon termination or expiration of this Agreement, SRA may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition and shall pay the entire cost of such removal and/or restoration. If Lessee fails to so remove any such improvement, SRA may, at its sole discretion, cause such improvement(s) to be removed from the Leased Premises and the entire cost of removal and/or restoring said Leased Premises shall be paid by Lessee. Provided, that this requirement shall not apply to any trade fixture that is not permanently attached to the Leased Premises.

Section 6.4 Construction of New Improvements.

Lessee shall have the right to construct new improvements on the Leased Premises in accordance with the terms and conditions of this Agreement. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by SRA as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by Lessee in compliance with applicable Governmental Requirements. Lessee shall furnish to SRA 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 SRA for approval. Thereafter, SRA 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 ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove SRA's objections. Upon SRA's receipt of the final plans and specifications, SRA shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After SRA'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 SRA one (1) complete set of reproducible "as built" plans and specifications in digital format.

Section 6.5 Adverse 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.

SRA and/or the City, or the authorized representative of SRA or City, 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 Fences and Gates. If any part of the Leased Premises, or the improvements thereon, are enclosed within the secure area of the Airport, Lessee shall provide all materials and labor, at its sole cost, necessary to comply with the Airport Security Plan and TSA Section 49 CFR Part 1542 (Airport Security). Lessee shall pay the cost of all additional gates or doors required for access by Lessee and its employees, business invitees, or others from the landside of the Airport to the air side of the Airport into the secure area. Lessee shall install an entry card system approved by the SRA pursuant to the Airport Security Plan submitted to and approved by the FAA at all security gates or doors on the Leased Premises. Any alteration of the communication devices or entry card system, which may be necessitated by a change in Governmental Requirements shall be paid for by Lessee.

Section 6.9 Minimum Hangar Standards.

a. *Lawn Maintenance.* Lessee is responsible for mowing lawn and trimming weeds and grass in the immediate vicinity of the building (See Exhibit "A"). Grass should be kept to a height not greater than six inches. SRA is responsible to mow grass and lawn from the apron area to the taxiway. 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 Stillwater Regional Airport Director. 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 of excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airport Director is required if the thirty (30) day period allowed will be exceeded.

c. *Exterior Improvement Appearance.* ~~Lessee~~ SRA shall maintain the exterior appearance of the Facility on the Leased Premises in a proper state of repair. Lessee shall be deemed in conformity with this maintenance standard as outlined in a,b, & c of this section , if Lessee has consulted, and complied, with reasonable directives from SRA. Compliance with this maintenance standard is a prerequisite for SRA approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

Section 6.10 No Liens or Encumbrances. Lessee 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 Lessee 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 Lessee.

ARTICLE VII
Maintenance and Care of Leased Premises

Section 7.1 Lessee's Obligations. 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 be responsible for the minor maintenance required to occupy the lease premises. Lessee shall not store aircraft service vehicles, tugs, fuel trucks, fork lifts, mobile equipment, cargo, or other personal property on the Leased Premises unless the same are in common use in Lessee's aviation related operations. The Leased Premises shall not be used for the storage of motor vehicles, recreational vehicles or boats. 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 on or about the Leased Premises. 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, except in tanks and in the manner approved by appropriate governmental authorities. 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, 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, Lessee's use or occupancy of the Leased Premises, Lessee's fueling and/or aircraft servicing operations, 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, 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 Lessee of any such liability, loss, suit, claim or demand, and Lessee 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.

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 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 Lessee 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 Lessee. Lessee 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, 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 SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City may possess, including any self-insured retention or deductible SRA or the 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, Lessee 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 Lessee's failure to respond to a written notice from SRA, SRA may, in addition to all its other remedies exercise SRA's rights as provided in the default provisions of this Agreement.

ARTICLE IX Regulated Substances

Section 9.1 Compliance and Indemnity. Lessee 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 Lessee, its agents, employees, contractors, or invitees, except for such Regulated Substance of the type and quantity as is necessary to Lessee's 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.

Lessee 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. Lessee 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 each year of the term hereof, Lessee shall disclose to SRA the name(s) and approximate amount(s) of any Regulated Substance that Lessee intends to store, use, or dispose of on the Leased Premises in the first year of the Term hereof. In addition, at the commencement of each additional year of the Term hereof, beginning with the second year, Lessee shall disclose to SRA the name(s) and amount(s) of all Regulated Substances that were actually used, stored, or disposed of on the Leased Premises if those materials were not previously identified to SRA at the commencement of the previous lease year.

Compliance Action. Lessee shall, at Lessee's 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 on the Leased Premises prior to the execution of the 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 Lessee).

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. Lessee 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 on the Leased Premises by Lessee, and the Lessee shall give immediate notice to SRA of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Lessee 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 Lessee may have to SRA at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

ARTICLE X Governmental Requirements

Section 10.1 Governmental Requirements – General. 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 at the Airport to comply with all applicable Governmental Requirements.

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

Section 10.3 Non-discrimination. Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do 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.

Section 10.4 Taxes and Other Governmental Charges. Lessee 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 Lessee's Leasehold 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. Lessee may contest any such taxes or governmental charges in good faith and with due diligence, as permitted by law.

Section 10.6 Open Records Act. Lessee 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.*). Lessee 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 Lessee whenever a request for such information is received by SRA in accordance with the Act.

Section 10.7 Domestication. If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to SRA such evidence of good standing as SRA from time to time reasonably may require.

ARTICLE XI Default

Section 11.1 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 SRA;

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 ninety (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 ninety (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 unremedied for thirty (30) days after SRA shall have given to the Lessee written notice specifying such default, then SRA may proceed in accordance with Section 10.2 of this Agreement; provided, SRA may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

Section 11.2 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 11.1 above, SRA may pursue any available right or remedy at law or equity, including:

a. *Termination.* SRA may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's right to possession of the Leased Premises immediately shall cease. SRA 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 to Lessee;
3. The reasonable costs incurred by SRA in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by SRA 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 SRA from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by SRA of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. *Possession of Leased Property; Storage.* If SRA takes possession of the Leased Premises upon Lessee's default, SRA may expel Lessee and those claiming through or under Lessee and remove their property. SRA 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 SRA under this Section shall be cumulative and shall be in addition to every other remedy of SRA under this Agreement or existing at law or in equity.

Section 11.3 Nonwaiver. Neither the waiver by SRA of any breach by Lessee of any provision hereof, nor any forbearance by SRA to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

Section 11.4 Event of Default by SRA, Lessee's Remedies. SRA shall not be in default in the performance of any of its obligation hereunder until SRA 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 SRA specifying wherein SRA has failed to perform any such obligations. Neither the occurrence nor existence of any default by SRA shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against SRA as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

Section 11.5 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 SRA or the 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 SRA 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 4.7 entitled *Termination of Agreement for Airport Purposes.*

ARTICLE XII Transfer of Interest

Section 12.1 Assignments by SRA and the City. SRA and the 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 SRA, with a copy to Lessee, an instrument assuming the obligations of SRA and the City under this Agreement.

Section 12.2 Assigning, Subletting and Encumbering. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without SRA'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."

ARTICLE XIII
Miscellaneous

Section 13.1 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.

Section 13.2 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 of 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 13.3 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:

2020-1 West Airport Road
Stillwater, Oklahoma 74075

and, if to Lessee:

2020-10 West Airport Rd.
Stillwater, Oklahoma 74075

SRA, the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 13.4 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.

Section 13.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Lessee concerning the Leased Premises and all agreements of SRA and Lessee with each other concerning the subject matter hereof. Neither SRA 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 SRA and Lessee.

Section 13.6 Execution of Counterparts. 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.

Section 13.7 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 13.8 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 13.9 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 13.10 Force Majeure. Neither SRA 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, shortage 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 13.11 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 prevailing party's 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 13.12 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, SRA 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 13.13 Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

IN WITNESS WHEREOF, SRA and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the _____ day of _____, 20____.

LynRhoLLC dba Hangar 1 Flight Center of
Stillwater
an Oklahoma Coproration

Joe Kochick, President

(seal)

_____, Secretary

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission No.: _____

STILLWATER REGIONAL AIRPORT AUTHORITY

Marc Tower, Chairman

Lee Roy Smith , SECRETARY

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated _____, 20____, between Stillwater Regional Airport, lessor, and ____ (name) _____.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

_____, MAYOR

(Seal)
ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, 20____.

CITY ATTORNEY

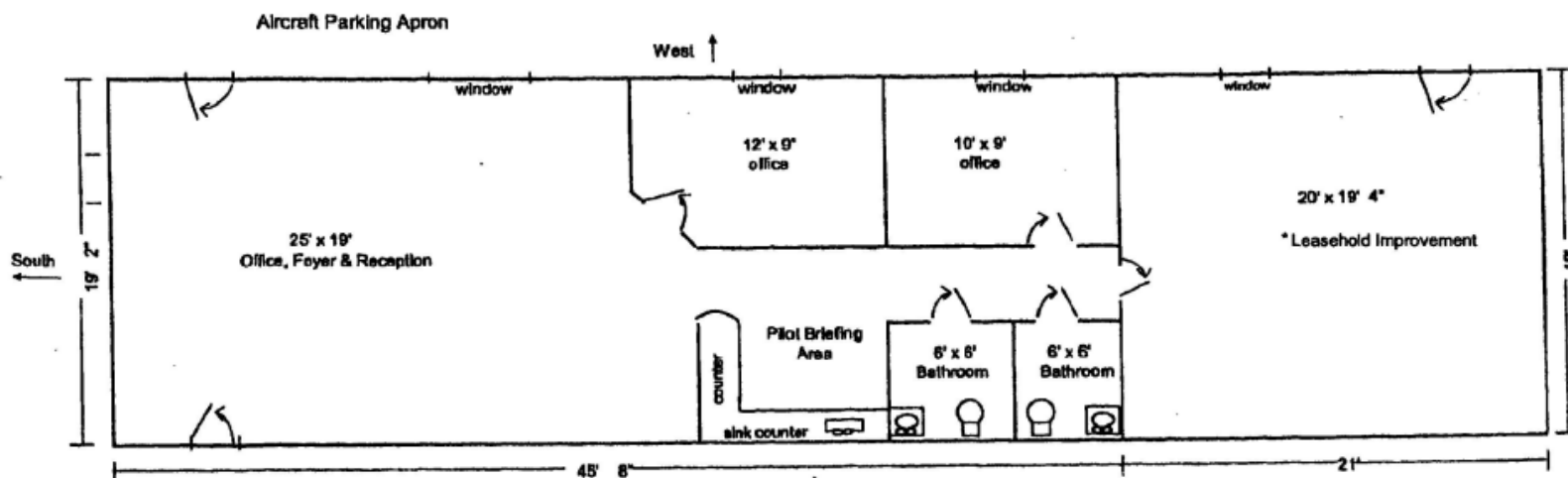
Exhibit "A"

PROPERTY LEASED LynRho, LLC dba Hangar 1 Flight Center of Stillwater
TO:

1. The southwest portion of that building commonly known as "Group Hangar Number One Lean-To", consisting of approximately 1274 sq. ft. (874.84 sq. ft. plus 399 sq. ft. of leasehold improvement).

Regular Rental Fee will be \$8,769.36/annually, payable in monthly installments of \$730.78.

HANGAR #1 LEAN-TO



45' 8" X 19' 2" = 874.84 sq. ft. (initial)
21' x 19' = 399 sq. ft. (Leasehold Improvement)

Note: Room sizes are approximate