

AGENDA
SHAWNEE AIRPORT AUTHORITY
DECEMBER 15, 2025 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the November 17, 2025, regular meeting.
 - b. Acknowledge the Airport Advisory Board Minutes from the July 16, 2025, and August 20, 2025, regular meetings.
2. Discussion and consideration of request for a Commercial Aeronautical Lease Agreement with Redeemed Flying Corps Association (RFCA).
3. New Business
4. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)

DRAFT

SHAWNEE AIRPORT AUTHORITY PROCEEDINGS

NOVEMBER 17, 2025 AT 6:00 PM

The Shawnee Airport Authority of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Monday, November 17, 2025, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, November 13, 2025, at 4:20 PM. Chairman Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens
Chairman/Mayor

Daniel Matthews
Trustee Ward 1

Greta Shuler
Trustee Ward 2

Chris Odneal
Trustee Ward 3

Ashley Fichtner
Trustee Ward 4

Mark Sehorn
Trustee Ward 5

Lauren Richter
Trustee Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

a. Minutes from the October 20, 2025, regular meeting.

A motion was made by Trustee Matthews, seconded by Trustee Shuler, to approve Consent Agenda Item No. 1(a). Motion carried 7-0-0.

AYE: Matthews, Shuler, Odneal, Stephens, Fichtner, Sehorn, Richter

NAY: None

ABSTAIN: None

2. New Business

There was no new business.

3. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:45 p.m.)

ERIC STEPHENS, MAYOR
CHAIRMAN

ATTEST:

LISA LASYONE, MMC, CITY CLERK
SECRETARY

AIRPORT ADVISORY BOARD PROCEEDINGS

JULY 16, 2025 AT 5:30 PM

The Airport Advisory Board of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session at the Shawnee Airport Terminal, 2202 North Airport Drive, Shawnee, Oklahoma on July 16, 2025, pursuant to notice duly posted as prescribed by law at 1:36 P.M., July 10, 2025. Chairman Lee presided and called the meeting to order. Upon roll call, the following members were in attendance.

Scott Lee
Chairman

Bryan Cantrell
Board Member

Garrett Roberts
Board Member

Kevin Hanna
Board Member

ABSENT: Colton Crowder, Keith Layne, Blake White

CALL TO ORDER

DECLARATION OF QUORUM

1. Welcome and Swearing In of New Members
2. Consideration of approval of the Minutes from the June 10, 2025 Special meeting.

The Chairman called for a motion to accept the Minutes of the June 10, 2025, Special Call Meeting.

A motion was made by Mr. Hanna, seconded by Mr. Lee, to accept the Minutes as presented. Motion carried 4-0-0.

AYE: CANTRELL, HANNA, LEE, ROBERTS

NAY: NONE

ABSTAIN: NONE

3. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

No persons present requested the opportunity to make comments or pose questions.

4. Staff Reports

Staff presented a series of administrative reports on fuel sales and pricing, Fiscal Year 2025 budget performance, rental income, and airport activity highlights from the prior year.

5. Board Comments

New members of the Board made general comments related to the opportunity to serve and responded to the Chairman's recommendation that future staff reports be provided in written form and that staff should be available for responding to any questions that may arise.

6. Adjournment

The Chairman adjourned the meeting.



SCOTT LEE
CHAIRMAN

ATTEST:



BONNIE A. WILSON
SECRETARY

AIRPORT ADVISORY BOARD PROCEEDINGS

AUGUST 20, 2025 AT 5:30 PM

The Airport Advisory Board of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session at the Shawnee Regional Airport, 2202 North Airport Drive, Shawnee, Oklahoma on August 20, 2025 at 5:30 PM, pursuant to notice duly posted as prescribed by law at 1:26 PM August 13, 2025. Vice Chairman Layne presided and called the meeting to order. Upon roll call, the following members were in attendance.

Bryan Cantrell
Board Member

Garrett Roberts
Board Member

Kevin Hanna
Board Member

Blake White
Board Member

Keith Layne
Vice Chairman

ABSENT: Colton Crowder, Scott Lee

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the July 16, 2025, regular meeting.

A motion was made by Mr. White, seconded by Mr. Hanna, to accept the Minutes of the July 16, 2025, Regular Meeting. Motion carried 5-0-0.

AYE: CANTRELL, HANNA, LAYNE, ROBERTS, WHITE

NAY: NONE

ABSTAIN: NONE

2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

No Citizens or other members of the public requested the opportunity to make public comments.

3. Discussion and Consideration of Request for a Commercial Aeronautical Services Agreement with Crosswind Cleaning, LLC d.b.a. SparrowHawk Detailing - OKC

Staff presented a draft agreement for mobile aircraft detailing services with Crosswind Cleaning LLC, d/b/a Sparrowhawk Detailing, LLC. Questions related

to the "dry wash" technique were posed. Specifically, was the agreement drafted to prohibit wet washing on environmental grounds? Staff and the Vice Chairman advised that the construction/installation of an aircraft wet washing facility was explored. The cost of constructing a fixed washing facility with proper environmental controls was prohibitively expensive, and the project was not continued.

A motion was made by Mr. White, seconded by Mr. Cantrell Commissioner, to recommend the Shawnee Airport Authority authorize the City Manager to execute the proposed agreement. Motion carried 5-0-0.

AYE: CANTRELL, HANNA, LAYNE, ROBERTS, WHITE
NAY: NONE
ABSTAIN: NONE

4. Discussion and Consideration of Activation of Foreign Trade Zone at Shawnee Regional Airport - Chuck Mills, Chairman Oklahoma City Port Authority

The Vice Chairman introduced Mr. Chuck Mills, Chairman of the Oklahoma City Port Authority, to discuss the Shawnee Regional Airport's participation as an active member of Foreign Trade Zone (FTZ) 106. Mr. Mills stated the airport had taken initial steps to enroll as a participating entity/location several years ago but had not completed the process. Mr. Mills provided general information on the value of FTZs to industries and the subsequent development opportunities at the airport. Mr. Mills indicated the Oklahoma City Port Authority has a relationship with Ernst and Young, LLP to assist with their continuing management of FTZ 106, and could be available to assist the Shawnee Airport Authority (SAA) with an application and management program should the SAA determine to become an active participant. Members of the Board and public visitors posed questions about the general operating parameters of an FTZ and focused questions on the benefits an FTZ could bring to existing and proposed business based at the airport.

Mr. Mills noted that the SAA would need to provide a budget allocation for annual participation fees and consultant services, and that he would work to provide cost estimates to staff for presentation to the Airport Advisory Board (AAB) for their review and any recommendation to the SAA.

The Vice Chairman asked the AAB for their preferences. Support the proposed membership and provide further details to the SAA, or table the action until Mr. Mills provides staff with the details of estimated costs, and review that information

at a future meeting.

A motion was made by Mr. Roberts, seconded by Mr. Hanna to table the item until further financial information is provided for review. Motion carried 5-0-0.

AYE: CANTRELL, HANNA, LAYNE, ROBERTS, WHITE
NAY: NONE
ABSTAIN: NONE

5. Staff Reports

Staff provided standard monthly reports on fuel sales and projects in progress.

6. Board Comments

Members asked about grass management and information on the terms of the current hay lease.

7. Adjournment

The Vice Chairman adjourned the meeting.



KEITH LAYNE
VICE CHAIRMAN

ATTEST:



BONNIE A. WILSON
SECRETARY



Shawnee Regional Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: December 15, 2025
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Discussion and consideration of request for a Commercial Aeronautical Lease Agreement with Redeemed Flying Corps Association (RFCA).

Background: Redeemed Flying Corps Association (RFCA) submitted a written request to terminate its current lease, which restricts flight instruction to volunteer missionaries within the association, and enter a Commercial Aeronautical Lease Agreement to offer flight instruction to the public while continuing its mission-based operations.

RFCA is a registered 501(c)(3) nonprofit organization that trains individuals for mission-based flight operations and currently partners with Oklahoma Baptist University (OBU), allowing students who complete its flight training program to earn college credit. RFCA is also working with OBU to develop a formal aviation program. Under the proposed Commercial Aeronautical Lease Agreement, RFCA would expand its operations to offer flight instruction to the public in accordance with FAA regulations under 14 CFR Parts 61 and 91 and the Shawnee Airport Authority Minimum Standards (amended August 2023).

Authorization to execute an agreement will allow RFCA to use its current leasehold in common-use hangar #14 for flight instruction, expand aviation services at the Shawnee Regional Airport, and further support aviation education. Copies of the proposal document and draft commercial agreement are attached.

Financial Impact: Staff estimates an increase in fuel sales based on additional flight operations.

Attachments: RFC Flight Training Proposal, DRAFT Commercial Use Hangar Lease Agreement 2025 - RFCA

Staff Recommendation: The Airport Advisory Board and staff recommend acceptance of the proposal provided by Redeemed Flying Corps Association (RFCA) and authorizing the City Manager to terminate the current Lease Agreement and enter into a Commercial Aeronautical Lease Agreement to provide flight instruction to the public while continuing its current operations.

10/29/25

Shawnee Airport Advisory Board
Shawnee Regional Airport
2202 Airport Drive
Shawnee, OK 74804

Re: Proposal to Offer Flight Instruction to the General Public Under a Commercial Aeronautical Agreement

Introduction

Under the current lease agreement with the Shawnee Airport Authority, the Redeemed Flying Corps Association (RFCA) is limited to providing flight instruction to volunteer missionaries within the Association membership. This proposal seeks to terminate the current agreement and enter into a standard Commercial Aeronautical Lease Agreement authorizing the RFCA to provide flight instruction to the general public as well.

RFCA Certifications and Licensure

The Redeemed Flying Corps Association will be providing flight instruction under the FAA 14 CFR part 61 and 91 to be in compliance with federal safety, security, and operational standards.

All necessary FAA documentation and certifications will be provided to the airport manager prior to offering instruction, ensuring compliance with the airport's Minimum Standards.

Overview of Operations

The Redeemed Flying Corps will continue its current operations, providing flight training for both mission aviation and the general aviation community. At present, our students receive training at no cost. We plan to expand our operations to include flight instruction for hire, establishing a sustainable revenue stream to support and further develop our program. All activities will be conducted in full compliance with Shawnee Regional Airport's Minimum Standards, Sections 9.4.1 through 9.4.8.

Benefits to the Airport and Community

1. Partnership with Oklahoma Baptist University

The Redeemed Flying Corps, a registered 501(c)(3) organization, is dedicated to equipping individuals for both mission aviation and general aviation careers. We currently maintain a relationship with Oklahoma Baptist University (OBU), allowing students who complete our flight training program and earn a Commercial Pilot Certificate with Instrument Rating to transfer those flight hours for college credit toward a degree program.

We are also in active discussions with OBU to develop a formal aviation program, potentially integrated within their Missions or Global Market Engagement tracks. This collaboration would strengthen the university's academic offerings while supporting the development of future aviators committed to service and professional excellence.

2. Engagement with Local High Schools

As our organization continues to grow, we desire to partner with local high schools to introduce students to aviation through outreach programs and discovery flights. This initiative will help inspire the next generation of pilots, technicians, and aviation professionals while providing students with valuable exposure to STEM-related opportunities.

3. Flight Training and Economic Impact

By expanding our program to include for-hire flight instruction, The Redeemed Flying Corps will help address the shortage of flight training opportunities in the Shawnee area. This initiative will:

- Increase fuel sales and air traffic at the Shawnee Regional Airport.
- Provide a sustainable revenue stream to fund additional flight scholarships.
- Strengthen the local aviation ecosystem, fostering growth and visibility for both the airport and the surrounding community.

Organizational Chart and Team Roles

Role	Name	Responsibilities
Director of Operations	Matt Stewart	Executive director, Oversees all activities and processes of the organization.
Certified Flight Instructor	Matt Stewart	Acting flight instructor.
Director of Maintenance	Matt Stewart	Tracking and coordination with maintenance shop for all inspections and repairs of training aircraft.

Redeemed Flying Corps Aircraft Operating at SNL

The RFCA will operate the following aircraft for the Flight Instruction. All aircraft will meet “FAA regulation” requirements:

Aircraft Model	Tail Number
Cessna 150L	N6735G
Cessna 150L	N1219Q

The RFCA has the capacity to increase our fleet and will procure additional aircraft when hangar space becomes available.

Request for Approval

The RFCA respectfully requests that the Airport Advisory Board review this proposal and recommend that the Shawnee Airport Authority terminate the current Lease Agreement and authorize the execution of a standard Commercial Aeronautical Lease Agreement, permitting RFCA to provide flight instruction to the general public, for a term of five (5) years. RFCA proposes to continue to operate from the common use hangar (#14) or any T-Hangar(s) that may become available and pay rent on a “per aircraft” basis at the annually established rate for aircraft storage.

Thank you for your consideration of the proposal.

Sincerely,

Matthew Stewart
Executive Director
Redeemed Flying Corps
405-819-7908

**COMMERCIAL
AERONAUTICAL USE AGREEMENT**

This Lease Agreement made and entered into on this _____ day of _____, 20___, by and between the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma, a Municipal Corporation, and together hereinafter called Lessor, and Redeemed Flying Corps Association (RFCA), an Oklahoma not for profit corporation, hereinafter called Lessee,

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property commonly known as the Shawnee Regional Airport, located within the City of Shawnee, Pottawatomie County, Oklahoma; and

WHEREAS, the Lessor and Lessee are mutually desirous of entering into an Agreement for the use and occupancy of certain areas at the Airport; and

NOW, THEREFORE, in consideration of the terms and conditions for rental, covenants and conditions herein contained, the Lessor does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Section 2. LEASED PREMISES hereof, during the term hereof, hereinafter referred to as the "Leased Premises", for the term and pursuant to the conditions hereinafter set forth.

1. TERM. The term of this Lease Agreement shall be for (___) calendar years commencing on _____ (month/day/year), terminating on _____ (month/day/year), unless sooner terminated in accordance with the provisions of this Lease Agreement.
2. LEASED PREMISES: The Leased Premises consist of the following properties located on the Shawnee Regional Airport, commonly known as:
 - 2.1. HANGAR NO. 14, consisting of approximately Two-Thousand (2,000) square feet of hangar space.
3. RENTAL. The Lessee hereby agrees to pay to the Lessor as rental for use of the Leased Premises and the privileges herein the sum of three hundred and sixteen dollars (\$316.00) per month, with the first month's rent due and payable in advance of the date of commencement of this Lease.

- 3.1. Rent thereafter shall be due and payable on the first day of each month and shall be deemed late if not received by the tenth (10th) calendar day of each month.
 - 3.1.1. If any monthly rental payment is not paid on or before the tenth day following the first day of each month, a late payment fee in the amount of one- and one-half percent (1.5%) will be applied to any overdue balances for charges assessed by the Shawnee Airport Authority.
 - 3.1.2. It is understood and agreed by and between the Lessor and the Lessee that Lessee agrees to maintain a current status on rental of the Leased Premises. Should Lessee fail to do so, and the account becomes sixty (60) business days delinquent, then the Lessor shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) business days or said Lease may be terminated at the discretion of the Lessor. Should a second offense of sixty (60) calendar days delinquency occur within the term of this Lease, immediate termination of this Agreement shall result, and renewal options shall be forfeited.
- 3.2. It is specifically understood and agreed by and between the Lessor and the Lessee that the monthly rental for the Leased Premises is subject to adjustment upon notice to the Lessee. The monthly rental shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board, and approval of the Shawnee Airport Authority per the then current edition of the Minimum Standards and Requirements for Capital Development on Airport Property, Commercial Aeronautical Services, Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport ("Minimum Standards and Rules")
 - 3.2.1. The Lessee hereby agrees to pay such adjusted monthly rental following notice of the adjusted rate from the Lessor.
4. AUTHORIZED USE OF LEASED PREMISES. As a part of the consideration for this Lease, and in accordance with the Minimum Standards and Rules applicable to the operation and management of the Airport, aircraft operation, and conduct of persons at the Airport, Lessee agrees to provide at reasonable rates and without discrimination, the following goods and services to the general public at and within the Leased Premises:
 - 4.1. Flight Instruction.
 - 4.2. Storage of two aircraft within the square footage allotted under numerical paragraph 2.

4.3. Under no circumstances will the installation or construction of residential living quarters be considered an authorized use of the Leased Premises. Installation or construction of residential living quarters will result in immediate termination of the Agreement.

5. NOTICES. All notices, consents, and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To Lessor: Office of the City Manager
City of Shawnee Oklahoma
16 West 9th Street
Shawnee, Oklahoma 74801

AND

To Lessee: Redeemed Flying Corps Association
TITLE
COMPANY NAME
ADDRESS ONE
ADDRESS TWO
CITY, STATE ZIP CODE

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

6. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR.

6.1. Lessee warrants they have inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of the City of Shawnee, Oklahoma and admits its suitability and sufficiency for the use permitted hereunder.

6.2. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements placed upon the Leased Premises by Lessee, its successors and assigns.

6.3. Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance, whatsoever on the Leased Premises and all improvements thereon in a good workmanlike

manner, whether such repair or maintenance may be ordinary or extraordinary, structural or otherwise.

- 6.4. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
- 6.5. Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by any federal, state or municipal laws, ordinances, rules, regulations and requirements.
- 6.6. Repair any damage caused by Lessee to paved or other surfaces of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids or substances that have a corrosive or detrimental effect thereon.
- 6.7. In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) calendar days after written notice from the Lessor to do any maintenance or repair work required to be done under the provisions of this Lease Agreement, other than preventive maintenance, (b) or within a period of ninety (90) calendar days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Lease Agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Lease Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Lessor's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 6.8. Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements, hereinafter referred to as improvements, undertaken by the Lessee shall be submitted to and receive the written approval of the Lessor, and no such work shall be commenced until such written approvals are obtained from the Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor shall advise Lessee within thirty (30) business days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event, it disapproves, stating its reasons, therefore.
- 6.9. If Lessee makes any improvements without Lessor's approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor, cause the same to be changes to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) calendar days or to commence to comply and pursue diligently to completion, Lessor may affect the removal or change and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) business days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.
- 6.10. Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in the Lessor free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the Lessor at the time specified is a part of the consideration for this lease. The City of Shawnee, Oklahoma, the Shawnee Airport Authority, and the Shawnee Regional Airport shall not be liable to Lessee or Lessee's contractors or sublessee for the value of any improvements constructed or located on the Leased Premises.
7. SIGNS. Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the ordinances of the City of Shawnee, Oklahoma. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the Lessor.

8. UTILITIES. Lessee shall be responsible for the provision of any desired utilities to Leased Premises.
- 8.1. If installation of utility service lines and/or equipment are required to support the desired services, written approval from the Lessor will be required prior to installation.
- 8.2. Lessee agrees that it will be responsible for providing and paying for the electric, telephone, natural gas, solid waste, and water utilities utilized on the Leased Premises.
- 8.3. Lessee further agrees to provide and pay for any utilities for any buildings or structures subsequently built thereon or any additional premises leased during the term of the Agreement including, but not limited to, payment for electric, telephone, natural gas, solid waste, and water utilities.
9. ADDITIONAL RENTS AND CHARGES.
- 9.1. Except as provided in numerical Section 6. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR, paragraph 6.7, in the event Lessee fails within thirty (30) days after receipt of written notice from Lessor to perform or commence to perform any obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises, without such entering causing or constituting a cancellation of this Lease Agreement or an interference with the possession of such Leased Premises by Lessee, and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Lessor or other tenants of the Airport, and Lessor so states in its notice to Lessee, the Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 9.2. If the Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Lessor as a result of such failure neglect or refusal of Lessee, a late payment fee in the amount of one and one-half (1.5%) percent will be applied to any overdue balances for charges assessed by the Lessor, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and

become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Lease Agreement.

10. INGRESS AND EGRESS.

- 10.1. The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of runways, roadways, taxilanes, and taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public. The use of any such access routes shall be subject to the Minimum Standards and Rules of the Airport which are now in effect, or which may hereafter be promulgated.
- 10.2. The Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of any such access route and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee.
- 10.3. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any runways, roadways, taxilanes, taxiway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any runways, roadways, taxilanes, or taxiways near the Leased Premises.

11. ASSIGNMENT AND SUBLEASE.

- 11.1. Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Lease Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor.
- 11.2. Any assignment or transfer of this Lease Agreement, or any rights of Lessee hereunder, without the consent of the Lessor, shall entitle the Lessor at its option to forthwith cancel this Lease Agreement.
- 11.3. Any assignment of this Lease Agreement approved and ratified by the Shawnee Airport Authority shall be on the condition that the assignee accepts and agree to all of the terms, conditions and provisions of this

Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

- 11.4. No consent by the Lessor to aeronautical service agreements or subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the Lessor set forth or arising from this Lease Agreement and a termination of Lessee's rights hereunder shall ipso facto terminate all service agreements and subleases.

12. ADDITIONAL OBLIGATIONS OF LESSEE.

- 12.1. Lessee shall conduct its operations hereunder in an orderly manner. From time to time the Shawnee Airport Authority and or the City of Shawnee, Oklahoma may adopt and enforce Minimum Standards and Rules with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all Minimum Standards and Rules, and all other federal, state, and municipal rules, regulations and laws and to require its officers, agents, employees, contractors and suppliers, to observe and obey the same. Lessor reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such Minimum Standards and Rules, federal, state or municipal laws, ordinances, rules, regulations and requirements. Lessee hereby acknowledges receipt of a current copy of such Minimum Standards and Rules, and further, Lessee shall take all reasonable measures:
 - 12.1.1. Not to produce any disturbance that interferes with the operation by the Lessor or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.
 - 12.1.2. Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from the Lessor concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
 - 12.1.3. Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and their operations at the Airport hereunder.
 - 12.1.4. Lessee shall comply with all written instructions of the Lessor in disposing of its solid waste and refuse at Lessee's expense and shall use a system of solid waste disposal approved by the Lessor. The manner of handling and disposing of solid waste to include but not limited to trash, garbage and other refuse, and the frequency of

removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of the Lessor.

- 12.1.5. Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.
- 12.1.6. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 12.1.7. Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 12.1.8. Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquid shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this numerical Section 12. ADDITIONAL OBLIGATIONS OF LESSEE, numerical paragraph 12.1.8, shall mean the amount consumed by Lessee during any normal workday.
- 12.1.9. Except for services permitted under numerical Section 4. AUTHORIZED USE OF LEASED PREMISES hereof to be performed by Lessee or Lessee's agent or approved subcontractor, Lessee shall provide prompt written notice to the Lessor of any person, firm or corporation performing or providing aeronautical services of any sort, on the Leased Premises for commercial purpose without a valid Commercial Lease Agreement or Independent Operator Agreement.

12.1.10. Lessee shall provide security locks for the Leased Premises and shall provide the Airport Manager with either (i) a master key or (ii) combination code, as appropriate, to allow for inspection of the Leased Premises, access to perform repairs or maintenance, and for purposes of public safety.

13. LIABILITIES AND INDEMNITIES. Lessor shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its authorized sublessees or authorized subtenants or their guest or invitees.

13.1. Lessee agrees to indemnify, save and hold harmless, the Lessor, its officers, agents, servants and employees of and from any and all costs, liability, damage and expense including costs of suit and reasonable expenses of legal services claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Lessor's personnel and Lessor's property, directly or indirectly arising from, or resulting from any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractor, sublessees or tenants. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and on behalf of the Lessor. It is specifically agreed, however, that the Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

13.2. In addition to Lessee's undertaking, as stated in this numerical Section 13. LIABILITIES AND INDEMNITIES, and as a means of further protecting the Lessor, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractor(s) doing any work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.

- 13.3. The Lessor reserves the right to increase the minimum liability insurance set forth in Schedule A when in the Lessor's opinion the risks attendant to Lessee's operations hereunder have increased.
- 13.4. The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. The Lessee agrees to save and hold the Lessor, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.
- 13.5. The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.
14. RIGHTS OF ENTRY PRESERVED.
- 14.1. The Lessor, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the Lessor, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 14.2. Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration, or new construction, the Lessor, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to

repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

- 14.3. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, the Lessor or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the Lessor's sole negligence.
 - 14.4. At any reasonable time, and from time to time during the ordinary business hours, the Lessor, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
 - 14.5. Exercise of any or all of the foregoing rights, by the Lessor, or others under right of the Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.
15. SERVICES TO LESSEE.
- 15.1. Lessor covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public, provided however, that the Shawnee Airport Authority may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Lessor further agrees to use its best efforts to maintain the runways, taxiways and taxiways in good repair. Lessor agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. Lessor also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.

16. LIMITATION OF RIGHTS AND PRIVILEGES GRANTED.

16.1. Except the right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

17. DEFAULT.

17.1. In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the Lessor shall have the right to terminate this Lease Agreement upon giving Lessee ten (10) business days' notice to cure such default, except as otherwise provided in numerical Section 6 ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR, paragraph 6.7 above. If Lessee shall not have cured its default within said ten (10) business day period to the satisfaction of the Lessor, then the Lessor may declare this Lease Agreement and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personality or fixtures as the Lessor may authorize to be removed. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and shall be deemed to be given to Lessor in addition to any other and further rights granted to Lessor herein or by law. The failure by the Lessor at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

18. TERMINATION BY LESSEE.

18.1. The Lessee shall have no absolute right to terminate this Lease Agreement prior to the expiration of the term of the Lease Agreement as provided in numerical Section 1. TERM, above. However, as long as Lessee is not in default in payment to the Lessor of any amounts due the Lessor under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving the Lessor thirty (30) business days' advance written notice upon or after the happening of one of the following events:

18.1.1. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) business days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) business days whichever is

shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

- 18.1.2. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) business days.

19. SURRENDER AND RIGHT OF RE-ENTRY.

- 19.1. Upon the cancellation or termination of this Lease Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the Lessor in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (i) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (ii) obsolescence in spite of repair, and (iii) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the Lessor. Upon such cancellation or termination, the Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter, not exceeding thirty (30) calendar days after such cancellation or termination, and for which period Lessee will pay to the Lessor current lease rentals, or during the term of this Lease Agreement, if Lessee is not in default in rentals or any other charges or obligations due the Lessor, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.
- 19.2. The Lessee hereby grants to the Lessor a lien on the Lessee's property in said hangar. Said lien is for the purpose of securing payment for all rental damages, and other costs due the Lessor from the Lessee pursuant to the terms of this Lease Agreement.

20. SURVIVAL OF THE OBLIGATIONS OF THE LESSEE.

- 20.1. In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided herein, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full

term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

20.2. The amount of damages for the period of time subsequent to termination or re-entry, regaining or resumption of possession on account of the Lessee's rental obligations shall be the sum of the following:

20.2.1. The amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Lease Agreement remains in effect on the basis of the total days in the month; and

20.2.2. An amount equal to all expenses incurred by Lessor in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses including but not limited to attorney's fees, putting the Leased Premises in order, maintenance and brokerage fees.

21. USE SUBSEQUENT TO CANCELLATION OR TERMINATION.

21.1. The Lessor, upon termination or cancellation, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Lease Agreement.

21.2. Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Lease Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

21.3. In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived

obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to minimize damages to Lessee under this numerical Section 21. USE SUBSEQUENT TO CANCELLATION OR TERMINATION.

22. SUBORDINATION CLAUSES. This Agreement is subject and subordinate to the following:
- 22.1. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
 - 22.2. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - 22.3. This Lease Agreement is and shall be subordinate to the provisions of existing and future agreements between the City of Shawnee, Oklahoma, and or the Shawnee Airport Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
 - 22.4. During the time of war or national emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Lease Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.
 - 22.5. Except to the extent required for the performance of any obligations of Lessee hereunder, noting contained in this Lease Agreement shall grant to the Lessee

any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations, and orders currently or subsequently effective.

23. GENERAL PROVISIONS.

- 23.1. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Lease Agreement.
- 23.2. This Lease Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 23.3. This Lease Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors, and assigns, and is not made for the benefit of any third party
- 23.4. In the event of any ambiguity in any of the terms of this Lease Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 23.5. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.
- 23.6. The titles of the several sections of this Lease Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 23.7. Nothing herein contained shall create or be construed to create a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

24. REQUIRED GOVERNMENT PROVISIONS.

- 24.1. Transfer of Real Property Acquired or Improved under the Airport Improvement Program
 - 24.1.1. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- 24.1.1.1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and services
- 24.1.1.2. With respect to the Agreement, in the event of breach of any of the above Nondiscrimination covenants, the Shawnee Airport Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- 24.2. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 24.2.1. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- 24.2.2. With respect to the Agreement, in the event of breach of any of the above Non-discrimination covenants, the Agreement will have the right to terminate the Agreement to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

25. ENTIRE AGREEMENT. This Lease Agreement consists of numerical Sections 1. to 25. and all subparagraphs, inclusive. It constitutes the entire Lease Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or Lessee unless expressed in writing in this Lease Agreement. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

DRAFT

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as follows:

LESSOR:

THE CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation

By: _____

CITY MANAGER

This _____ day of _____, 2025

ATTEST:

LISA LASYONE, CMC
CITY CLERK

LESSEE:

Printed Name: ALL CAPS TENANT NAME

Signature: _____

E-mail: ALL CAPS EMAIL ADDRESS

Address: ALL CAPS STREET ADDRESS
ALL CAPS CITY, STATE

Telephone: