

AIRPORT/AVIATION OPERATIONS ADDENDUM

This Addendum amends the Commercial Lease Agreement between **Tenant** and the University. As used herein "Airport" shall mean the Max Westheimer Airport and its surrounding area.

1. The language in Section 1.5 is omitted from the Lease.
2. The following language is added to Section 3.5.1 of the Lease:

This Lease shall be subordinate to the provision of existing and future agreements between the University 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 expenditure of federal funds for the benefit of the Airport.

3. The following language is added to the Lease as Section 3.6:

Non-refundable Management Fee. Tenant shall pay the University a non-refundable management fee of two hundred fifty dollars (\$ 250.00) prior to occupying Leased Premise.

4. The following language is added to the Lease as Section 3.7:

Hangar Door and Airport Gate. Tenant shall ensure that Hangar doors are closed at all times except during ingress and egress, after which the doors shall be immediately closed. Tenant shall make arrangement with their servicing FBO regarding these requirements.

Tenant shall ensure that the Airport gate is closed at all times except during ingress and egress, after which the gate shall be immediately closed.

5. The following language is added to the Lease as Section 3.8:

Aviation Easement. The University reserves for itself, and its licensees, an aviation 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. University 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 Tenant or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport, which would conflict with such standards and Governmental Requirements.

TENANT SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH TENANT MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST UNIVERSITY 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.

Tenant 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.

6. The following language is added to Section 4.1 of the Lease:

The Rent calculated based on the escalation rate described in the Lease Cover Sheet shall be rounded up or down to the nearest dollar.

7. The language in Section 7.1.1 is replaced in its entirety with the following:

Utilities. For T-Hangar leases, if available at the Leased Premises, the University shall be responsible for providing the following utilities: water and electricity ("University-Provided Utilities"). The University shall not guarantee an uninterrupted supply of or access to University-Provided Utilities but, it shall use its best efforts to restore University-Provided Utilities following an interruption. For Hangar 5 leases, the Tenant shall be responsible for providing the following utilities: gas, and electricity.

8. The following language is added to the Lease as Section 7.1.3:

Pest Control. The University is responsible for maintaining scheduled licensed pest control at the Leased Premises.

9. The language in Section 7.2 is replaced in its entirety with the following:

Tenant's Obligations. (a) Except for maintenance as provided in Section 7.1.2, Tenant shall be obligated, without cost to the University, to maintain the Leased Premises in good appearance, repair, and safe condition consistent with good business practices, industry standards, and in accordance with all applicable laws and rules and regulations. (b) Except for maintenance as provided in Section 7.1.2, Tenant shall maintain and repair all leasehold

improvements, including University-Provided Improvements, Trade Fixtures, and Equipment and all furnishings, fixtures, and equipment therein, whether installed by Tenant, the University, or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures or furnishings. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work shall be subject to the prior written approval of the University. (c) Tenant shall also be responsible for (i) transporting all trash and recycling, if available, to designated trash containers in a satisfactory manner, and (ii) establishing a preventive and routine maintenance and cleaning program for Tenant's obligations set forth in Section 7.2 and not otherwise provided by the University under Section 7.1.

10. The following language is added to the Lease as Section 7.2.5:

7.2.5 **Aircraft And Maintenance.**

7.2.5.1 **Aircraft Inventory.** Tenant must be a registered aircraft owner or lessee. Tenant is required to provide an aircraft inventory, including (a) Aircraft type, (b) FAA registration number or a copy of aircraft lease, (c) Tenant's emergency contact, (d) names of Tenant's authorized personnel having access to the Hangar, to the University upon execution of this Lease and immediately upon any change to such inventory. If Tenant is an aircraft partnership, all partners must be identified in a copy of Tenant's partnership agreement. The copy of the partnership agreement shall be included in the aircraft inventory. Should any other use of the Leased Premises be made without the University's prior written consent such use shall constitute a breach of this Lease and University may at its option immediately terminate this Lease. Should Tenant house any other aircraft or personal property in said Hangar space without the prior written consent of University first had and received, such storage shall constitute a breach of this Lease and University may at its option immediately terminate this Lease. In the event Tenant sells or otherwise disposes of the aircraft listed in the aircraft inventory and fails to obtain a replacement aircraft within sixty (60) days from the sale or disposal date of the aircraft previously listed in the aircraft inventory, University may at its option immediately terminate this Lease. Proof of ownership/lease and insurance for the replacement aircraft shall be provided to the University prior to aircraft occupancy.

7.2.5.2 **Aircraft Maintenance.** Tenant shall in no event perform maintenance or repairs on aircraft(s) in the Leased Premise or the airpark other than minor maintenance (e.g. oil change, spark plug change) except (a) where such maintenance or repair is necessary to move the aircraft to a designated/approved maintenance facility, or (b) where such maintenance or repair is approved by the University.

11. The following language is added to Lease as Section 7.2.6 through 7.2.13:

- 7.2.6. Tenant shall maintain all landscaping, lawn, grounds, greenbelts, pavement, lighting, and equipment on the premises. Trees and shrubbery located on the premises shall not limit the visibility for automobile and/or aircraft movement;
- 7.2.7. Tenant shall maintain, in a good, working and workmanlike manner, the interior and exterior of all structures on the premises including electrical, mechanical, HVAC systems, plumbing, fire protection systems, roofs, floors, doors, walls, metal siding, paint, hangar doors, weather stripping and glass;
- 7.2.8. Tenant shall clean debris and trash from driveways, taxiways, taxi lanes, aprons, lawn, grounds, greenbelts and sidewalks to maintain unobstructed access to the premises at all times for authorized personnel, Airport users and emergency vehicles;
- 7.2.9. Tenant shall not store any items on the exterior of the hangars and/or buildings on the premises without the prior written consent from the University. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components shall not be parked, stored or left standing on the premises for a period in excess of thirty (30) days. If this period will be exceeded, prior written consent from the University will be required;
- 7.2.10. Tenant shall install and maintain hand-held fire extinguishers in the interior of all buildings, aircraft aprons, tiedown areas and fuel storage areas, pursuant to applicable fire and safety codes; and
- 7.2.11. Tenant shall not permit any action on the premises that has an adverse effect on, or interferes with the proper function of, any drainage system, sanitary sewer system or any facility installed for the protection or operation of the Airport;
- 7.2.12. Tenant shall provide necessary arrangements for sanitation, handling and disposal of all refuse from the Airport in a timely manner to prevent overflowing. Trash and/or garbage receptacles located on the premises shall not be visible from any off-Airport public streets or roadways and shall be kept clean and sanitary at all times; and
- 7.2.13. Tenant shall ensure the necessary utility meters are installed as required by utility service providers including, but not limited to, electrical, water, wastewater, natural gas, telephone, internet, cable and satellite services. Furthermore, Tenant shall be responsible for the maintenance and repair of all utility service lines and fixtures on the premises to the extent the utility service provider will not perform such maintenance or repair.

12. The following language is added to Section 7.3 of the Lease:

(d) The Tenant will be provided 2 keys to the Leased Premise.

13. The following language is added to Section 7.6 of the Lease:

University will provide Tenant one (1) ten (10) pound ABC Dry Chemical Extinguisher, with mounting hardware. Tenant agrees to pay University all costs associated with loss, theft, or vandalism and recharge fees if discharged for any reason other than fire suppression.

14. The language in Section 7.7 is replaced in its entirety with the following:

Inspection of Leased Premises. The University shall have the right to enter, inspect, and take photographs related to the purpose of the inspection of the Leased Premises, including all areas, facilities, storage, and auxiliary service rooms used or operated by Tenant, and to

monitor the use, safety, sanitation, and maintenance of such to ensure compliance with Tenant's obligations hereunder or to make necessary or requested repairs.

15. The following language will be added to the Lease as Section 7.9:

Weight Limitations. Tenant 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. Tenant 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 Tenant or invitees in excess of the maximum gross weights.

16. The language in Section 17.9 is replaced in its entirety with the following:

Notices. Notices and communications (except for legal notices) shall be (1) addressed to the parties' contacts as identified in the Lease Cover Sheet and (b) sent by e-mail, mail (certified mail or overnight courier), or personal delivery. Notices and communications by e-mail shall be effective upon confirmed receipt. Notices and communications by mail or personal delivery shall be effective upon receipt.

All legal notices to the University, including notices of service of process, must be sent by personal delivery or certified mail, return receipt requested, to the following address:

The Executive Secretary of the Board of Regents of the University of Oklahoma
660 Parrington Oval, Room 119
Norman, Oklahoma 73019

17. The following language is added to Section 17.19 of the Lease:

This Lease may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

18. The language in Exhibit C is replaced in its entirety with the following:

The University is self-insured with the University's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. § 151 et seq.

Tenant must meet the insurance requirements as set forth in the Airport Insurance Requirements for Businesses and Hangar Tenant which can be found at http://www.ou.edu/airport/general_info/information.