

HANGAR GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 21st day of January, 1997, by and between The City of Guthrie, Oklahoma, a municipal corporation, hereinafter the 'LESSOR', and Glenn Crabtree doing business as Crabtree Aircraft Company, hereinafter the "LESSEE".

WITNESSETH:

1. PREMISES: That the LESSOR in consideration of the payment in advance of the first year's rental listed below and the continuing obligation of LESSEE to timely pay annual rent in advance as herein provided, and in consideration of the other terms, provisions and covenants hereof, LESSOR hereby demises and leases to LESSEE, and LESSEE hereby rents and leases from LESSOR, the real property situated in the City of Guthrie, County of Logan, State of Oklahoma, more particularly described in Exhibit "A" attached hereto as a part hereof, together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining to the premises and together with the building and other improvements situated or to be situated upon said premises (the said real property, building and improvements being hereinafter referred to as the "Premises").

It is understood between the parties that certain structures referred to as portable T hangars may be placed on the premises covered by this lease agreement. It is specifically understood by the parties that such structures designated as portable T hangars shall not become the property of LESSOR but shall be subject to removal upon the termination of this lease; such portable T hangars shall be removed within thirty (30) days from the termination of this lease, whether by notice of default, mutual consent, or expiration of said lease; if LESSEE fails to remove or cause to be removed said portable T hangars within thirty (30) days as set forth herein, such portable T hangars shall become the property of the LESSOR. Any and all such portable T hangars shall be built to specifications for private hangar construction attached as Exhibit B and approved by the City Council of the City of Guthrie, Oklahoma.

TO HAVE AND TO HOLD the same for a term commencing on the 1st day of February, 1997 (the "Commencement Date") and ending on the 31st day of December, 2026, subject to termination as provided herein (the "Lease Term").

2. RENTALS: (a) As rental for the use of said facilities, in addition to the other things to be done by the LESSEE, the LESSEE agrees to pay the LESSOR in advance commencing the first day of the execution of this Lease Agreement and in advance on each annual anniversary date the same annual rental amount during each

of the remaining four (4) years of the initial five (5) year term thereof, annual rental consisting of the total amounts set forth or computed as follows:

Ground rental for One Hundred Seventeen Thousand Two Hundred Forty-seven (117,247) square feet of hangar area, more specifically described in Exhibit "A" attached hereto, at the rate of five cents (\$0.05) per square foot, per annum, to be determined in accordance with the following annual formula:

$$117,247 \text{ square feet} \times \$0.05 = \$5862.35$$

The rental fees payable hereunder shall be subject to review, adjustment and renegotiation every five (5) years during the thirty (30) year term of this lease and during the renewal term if exercised, and may be adjusted according to the following:

The rental adjustments contemplated hereunder shall be based upon, but shall not exceed, the annual percentage increase in the Consumer Price Index, or similar index, for each of the five (5) twelve (12) month periods immediately preceding the anniversary date. The new annual rental thus calculated shall be the adjusted rental for the next twelve (12) month period commencing with the first day of the first month following the last preceding twelve (12) month period of this lease and payable to LESSOR by LESSEE in a single annual installment on each annual anniversary date hereof.

The LESSOR shall recalculate the adjusted annual rental and notify the LESSEE of the new rate on an annual basis. In the event the LESSEE's initial rental term hereunder begins on a date other than January 1 in any given year, then in that event the LESSEE's initial annual rental shall be reduced on a monthly pro rata basis with the LESSEE financially responsible initially only for that portion of the years rental amount in which the Premises are actually in the possession of the LESSEE and thereafter on the next succeeding January 1 LESSEE shall be responsible for the next full twelve (12) months of annual rental and each twelve (12) month period thereafter through the term of this Lease.

3. PURPOSE AND USE: The premises shall be used solely for purposes consistent with the operation of the Guthrie Municipal Airport or its successor(s) and the property leased hereunder shall be used continuously during the term of this agreement, for the maintenance, operation and storage of aircraft, and for those things directly attendant to LESSEE'S business operation and for any other purpose connected with aviation, and for no other purpose, except such as shall be from time to time permitted by the City Council of the City of Guthrie, Oklahoma. The parties hereto shall comply with all the terms and conditions or prior resolutions of the

City of Guthrie, Oklahoma, concerning the operation of Guthrie Municipal Airport or its successor(s), with the ordinances, rules and regulations of the City of Guthrie, Oklahoma, and the parties hereto shall comply with, and this agreement shall be subject to, all other agreements with the Federal Aviation Administration, being an agreement between the City of Guthrie, Oklahoma, and the United States of America acting through the Federal Aviation Administration relative to the operation and maintenance of Guthrie Municipal Airport or its successor(s), which agreements are made a part hereof by reference as though the same appeared herein, together with any agreements with the Oklahoma Aeronautics Commission.

LESSEE shall abide by the rules formulated for the operation and maintenance of hangars at the Guthrie Municipal Airport or its successor(s), which may be adopted by LESSOR, provided such rules shall be applicable to all other contractors/operators located on or doing business at Guthrie Municipal Airport or its successor(s), and for such other lawful purpose as may be incidental thereto.

LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary for such uses and purposes. LESSEE shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or in connection with the Premises, all at LESSEE'S sole expense. LESSEE will not permit the Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous, or which would increase the cost of insurance coverage with respect to the Premises.

No commercial business activities or enterprises shall be permitted within except for routine maintenance and repairs of LESSEE's aviation-related equipment by third parties or adjacent to the hangar facility herein leased, except as above set forth.

It is understood and is the intent of the parties to permit LESSEE to engage in commercial aviation enterprises as from time to time necessitated; provided, that should LESSEE by action or by request indicate a continuing commercial activity other than the LESSEE's business operation and for any other purpose connected with aviation, this lease shall be subject to review by the City Council of the City of Guthrie, Oklahoma, so that such Council can require LESSEE to comply with the same standards as required of other Guthrie Municipal Airport commercial operators.

4. **REPAIRS AND MAINTENANCE:** LESSEE shall at its own cost and expense keep, maintain and take good care of the Premises and make all necessary repairs thereto and shall suffer no waste or nuisance thereon. At the end of the Lease Term, the renewal term if exercised or upon other termination of this lease, LESSEE

shall deliver the Premises to LESSOR with all improvements thereon in good repair and conditions, reasonable wear and tear alone excepted, subject to Section 12 hereof.

5. ALTERATIONS: (a) Should LESSEE elect to construct improvements upon the demised premises which would become a permanent improvement to the property, not subject to removal, then LESSEE shall at LESSEE'S sole expense, prepare plans and specifications for such buildings and improvements to be erected. Such building(s) shall comply in all regards to pertinent and applicable state and federal regulations, ordinances, resolutions, rules and regulations of the City of Guthrie, Oklahoma. Such plans and specifications shall be submitted to LESSOR for LESSOR'S written approval or any revisions required by LESSOR. LESSOR shall not unreasonably withhold such approval, and in the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reason therefor within thirty (30) days after the same are submitted to LESSOR. Prior to commencement of any such work, LESSEE shall furnish LESSOR a good and sufficient surety bond guaranteeing the completion of such building(s) and the payment of all bills thereafter.

(b) LESSEE shall not make any permanent alterations, additions or improvements to the Premises without the prior written consent of LESSOR.

(c) Alterations, improvements and changes permitted. LESSEE shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the Premises, as LESSEE may deem necessary, or to replace any such building with a new one of at least equal value, provided that prior to making any such structural alterations, improvements, or changes, or to replace any such building, LESSEE shall obtain LESSOR'S written approval of plans and specifications therefor, which approval LESSOR shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, LESSOR shall give to LESSEE an itemized statement of reasons therefor. If LESSOR does not disapprove the plans and specifications provided for in this section within thirty (30) days after the same have been submitted to LESSOR, such plans and specifications shall be deemed to have been approved by LESSOR. LESSEE will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building. Prior to commencing any work that will cost in excess of Five Thousand Dollars (\$5,000.00) LESSEE shall furnish LESSOR, on demand, with good and sufficient surety bond insuring the completion of such work and the payment of all bills therefor.

(d) Private Hangar Construction Specifications. Any new building or structure or new portion thereof, constructed by LESSEE on the Premises after the

effective date hereof, and all alterations, improvements, changes or additions made in or to such Premises after the effective date hereof shall be the property of LESSEE who expressly agrees to comply with the specifications for Private Hangar construction attached as Exhibit B.

6. SIGNS: LESSEE shall have the right to install a sign upon the exterior of any building, located upon the Premises, such sign to be approved in writing, in advance, by LESSOR, and subject to any applicable governmental laws, ordinances, regulations, historical guidelines or other requirements. LESSEE shall remove all such signs upon the termination of this Lease. Such installments and removal shall be made in such manner as to avoid injury or defacement of any building and other improvements.

7. INSPECTION: LESSOR and LESSOR'S officers, officials, employees, agents and appointed representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours upon twenty four (24) hours notice by telephone or by posting written notice upon the Premises (in emergencies at all times with or without notice) for the purpose of ascertaining the condition of the Premises. LESSEE shall provide such key(s) to the LESSOR as may be necessary to afford emergency access to the Premises and if not LESSOR shall bear no responsibility or liability for damages incurred, if any, in gaining access. LESSOR and the LESSOR'S agents and appointed representatives shall have the right to enter the Premises at any reasonable time prior to the expiration of this Lease Term or any renewal or extension thereof.

8. UTILITIES: LESSEE shall arrange and pay for all utilities furnished to the Premises including water, gas, fuel, telephone, electricity, garbage, and sewage. LESSEE shall pay for all janitorial and cleaning costs for such services provided to the Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE shall not assign or transfer this lease, nor any interest herein, without the prior written consent of LESSOR, signed by the Mayor for the City of Guthrie, Oklahoma, and a consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be void, and shall, at the option of LESSOR terminate this lease. LESSOR shall not, however, unreasonably withhold its approval or consent to assign. Neither this lease nor the leasehold estate of LESSEE hereunder in the demised premises, or any building or improvements thereon, shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of LESSOR, terminate this

lease. LESSEE shall provide a written list of tenants from time to time as such tenant(s) change including name(s), mailing address and telephone number.

Upon the occurrence of an "event of default" as hereinafter defined, if the Premises are then assigned or sublet, LESSOR, in addition to any other remedies provided by law, may at its option collect directly from assignee or subtenant all rents that become due to LESSEE under such assignment or sublease and apply hereunder, and no such collection shall be construed to constitute a novation or release of LESSEE from the further performance of LESSEE'S obligations hereunder. LESSOR shall have the right to assign the rents under this Lease, or the lease itself.

10. **INSURANCE:** LESSEE, shall, at its expense, keep in effect during the term or renewal term of this Lease the following insurance in standard form policies with an insurance company or companies authorized to do business in Oklahoma:

(a) **Liability Insurance.** Upon the execution of this Lease, LESSEE shall procure and maintain continuously in effect during the entire term of this Lease and any renewal thereof with respect to the Premises, insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or death of any person or damage to or loss of property arising out of or in any way relating to the maintenance, use or operation of the premises or any part thereof. All such insurance shall be issued by a company licensed to do business in the state of Oklahoma and shall be at least in the amount of \$1,000,000.00 for any one occurrence. The policy shall contain an endorsement including the name of the LESSOR as a named insured party.

(b) **Property Insurance.** Upon the execution of this Lease, LESSEE shall procure, and maintain continuously during the term of this Lease, and any renewal thereof, insurance to the extent of the full insurable value of the building and improvements, other than land and building foundations, all-risk insurance, subject only to the standard exclusions contained in the policy in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. The policy shall contain an endorsement including the name of the LESSOR as a named insured party.

(c) LESSOR'S right to pay premiums on behalf of LESSEE.

All of the policies of insurance referred to in this section shall be written in a form satisfactory to LESSOR by insurance companies licensed to do business in the State of Oklahoma. LESSEE shall pay all of the premiums therefor and deliver such policies, or a certificate thereof, to LESSOR, and in the event of a failure of LESSEE either to effect such insurance in the names herein called for or to pay the premiums therefor or

to deliver such policies, or certificates thereof, to LESSOR. LESSOR shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to LESSOR with the next installment of rental, and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. LESSOR agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by LESSEE. The City Manager of the City of Guthrie may approve the policy of insurance as set forth in this paragraph for the LESSOR.

11. LIABILITY: LESSOR shall not be liable to LESSEE or LESSEE'S servants, employees, agents, contractors, guests, patrons, invitees, or visitors, or to any other persons whomsoever, for any injury to persons or damage to property on or about the Premises, caused by the negligence or misconduct of LESSEE, its agents, contractors, guests, servants, or employees, or implied invitation of LESSEE, or caused by the buildings and improvements located on the Premises, or due to any cause whatsoever, and LESSEE agrees to indemnify the LESSOR and hold it harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except injury to persons or damage to property, the sole cause of which is the intentional, willful or wanton misconduct of LESSOR.

12. DAMAGE OR DESTRUCTION OF PREMISES: (a) In the event of damage to the Premises, or destruction of the whole or any part thereof, by fire, tornado or other casualty, LESSEE shall deliver written notice of LESSEE'S intent to rebuild or not to rebuild (in the event the insurance proceeds are inadequate to fully rebuild or restore the Premises to its pre-existing condition and in accordance with the Private Hangar construction specifications in Exhibit B attached hereto) within thirty (30) days from the date of written notification by LESSEE to LESSOR of the occurrence of such damage. LESSOR shall likewise notify LESSEE in writing as to its agreement or disagreement with LESSEE's decision. The rights and obligations of LESSOR and LESSEE in the event of such casualty are hereinafter described. In the event that casualty insurance proceeds are paid and available to rebuild or restore the Premises to its pre-existing, tenantable condition, the LESSOR and LESSEE agree that such proceeds shall be so applied towards the rebuilding or restoration of the Premises to its pre-existing, tenantable condition to the full extent of such insurance proceeds, provided such rebuilding or restoration is performed in accordance with the Private Hangar construction specifications in attached Exhibit B.

(i) Total Destruction: If the Premises should be so damaged by fire, tornado or other casualty that rebuilding or repairs cannot, in the opinion of LESSOR,

be completed within three hundred sixty-five (365) working days after the occurrence of the damage, this Lease shall terminate and the rent shall be abated for the unexpired portion of the term of this Lease, effective as of the date of the destruction. It is specifically provided, however, that LESSOR and LESSEE may agree in writing to rebuild the Premises, and should LESSOR and LESSEE so agree, then LESSEE shall, at LESSEE'S sole risk and expense, proceed with reasonable diligence to rebuild or repair the Premises as it existed prior to such destruction. In such event the rent shall be abated during the time that the Premises are untenable provided work is progressing.

(ii) Partial Destruction: If the Premises should be damaged by fire, tornado, or other casualty but not to such an extent that rebuilding or repairs cannot in the opinion of LESSOR be reasonably completed within two hundred forty (240) working days from the date of the occurrence of the damage, this Lease shall not terminate, but LESSEE shall at LESSEE'S sole risk and expense proceed with reasonable diligence to rebuild or repair the Premises to substantially the condition in which the Premises existed prior to such damage. If the Premises are to be repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted to such extent as may be fair and reasonable under all of the circumstances, provided that no rent shall be due for the period of time commencing on the date of the destruction and ending on the date of completion of reconstruction should the Premises be wholly untenable for such period of time provided work is progressing. In the event that LESSEE should fail to complete such repairs or rebuilding within two hundred forty (240) working days from the date of delivery of written notification by LESSEE to LESSOR of the occurrence of the damage so that the Premises are in substantially the same condition as existed prior to such damage, LESSOR may, at LESSOR'S option, terminate this Lease by delivering written notice of termination to LESSEE, whereupon all rights and obligations thereafter accruing hereunder shall cease. Delays in rebuilding due to force majeure shall not be included in the preceding 240 working day period. LESSEE shall notify LESSOR as soon as is reasonably possible (but in any event within 90 days of casualty) as to the length of time repairs to the Premises will require.

(b) If, in the event of a partial or total destruction of the Premises, LESSEE is required or elects to repair or restore the Premises, LESSEE shall not be obligated to expend for such repair or restoration any amount in excess of the casualty insurance proceeds actually received by LESSEE as the result of such partial or total destruction. In the event that LESSEE decides not to repair or restore the Premises due only to an insufficiency in insurance proceeds received so as to be unable to fully rebuild or restore the Premises, LESSEE shall deliver written notice of such decision to LESSOR, whereupon this Lease shall terminate effective:

- i) in the case of total destruction, upon the date of such total destruction, and

(ii) in the case of a partial destruction, upon the date of delivery of written notice to LESSOR of LESSEE'S election not to repair or restore the Premises.

13. HOLDING OVER: It is agreed that any holding over of the Premises by LESSEE after the expiration of the Lease Term or any extension or renewal thereof, by lapse of time or otherwise, shall operate and be construed as a tenancy of sufferance at One twelfth (1/12) of the annual rental provided for herein. If any property not belonging to LESSOR remains on the Premises after the expiration or earlier termination of the term of this Lease, LESSEE hereby authorizes LESSOR to dispose of such property in such manner as LESSOR may desire, without liability to LESSEE. In the event that such property is the property of LESSEE, and in the event that such property is owned by someone other than LESSEE, LESSEE agrees to indemnify and hold LESSOR, its officials, officers, employees, agents and contractors harmless from all suits, actions, claims, liability, loss, damages and expenses in connection with or incidental to any removal, exercise of dominion over and/or disposition of such property by LESSOR, its officials, officers, employees, agents or contractors.

14. QUIET ENJOYMENT: LESSOR represents and warrants that it is seized of the demised premises in fee simple and has full right and authority to enter into this Lease and that LESSEE upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the terms hereof without hindrance or molestation from LESSOR, subject to the terms and provisions of this Lease. In the event the leasehold interest conveyed to the LESSEE in this LEASE is determined to be invalid or void, LESSEE shall be deemed to have conveyed a security interest in the buildings and improvements it has placed upon the City's real property and shall have the right to remove them at its sole expense. The LESSOR has the right but not the obligation, at any time throughout the term of this Lease or any renewal thereof, to terminate this Lease and to purchase the buildings and improvements thereon upon six (6) months notice to LESSEE, at a price equal to fair market value at that time in the event of a closure or relocation of Guthrie Municipal Airport or its successor(s).

15. EVENTS OF DEFAULT: The following events shall be deemed to be events of default under this Lease:

(a) LESSEE shall fail to pay any installment of the rent hereby reserved when due, or shall fail to pay the taxes described in paragraph 23, or for the insurance described in paragraph 10, or any reimbursement to LESSOR required herein, and such failure shall continue for a period of fifteen (15) days from the date LESSOR has provided written notice of such failure to pay by certified first class U.S. Mail, postage

prepaid whether actually received or not in the event the LESSEE fails or refuses to accept delivery of such certified mail.

(b) A receiver or trustee shall be appointed for all or substantially all of the assets of LESSEE and such appointment shall not be vacated within sixty (60) days thereafter.

(c) Failure of LESSEE to occupy the Premises for the purposes set forth in Section 3 hereof continuously for a period exceeding sixty (60) days without providing written notice of such action to LESSOR within said sixty (60) day period and a statement of how LESSEE intends to use the PREMISES for said aviation purposes for the remainder of the Lease Term.

(d) LESSEE shall fail to comply with any term, provision, or covenant of this Lease (other than the foregoing in this paragraph), and shall not cure such failure within thirty (30) days after written notice thereof from LESSOR.

(e) Failure of LESSEE to pay any rental installment or appropriate portion thereof when due for a period of ninety (90) days or more from the due date shall constitute an event of default and if not paid or cured within said ninety (90) day grace period, shall result in the termination of the Lease and all rights hereunder.

16. REMEDIES: Upon the occurrence of any of such events of default described in paragraph 15 hereof, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease and all rights of LESSEE hereunder, in which event LESSOR may recover from LESSEE the loss or damage which LESSOR may suffer as a result of termination of this Lease, including the expense of repossession, and any repairs undertaken by LESSOR following repossession.

(b) Declare any rental payments from the date of default until the end of this Lease to be immediately due and owing.

(c) Enter upon and take possession of the Premises and expel or remove LESSEE and any other persons or property which may be occupying said Premises or any part thereof, by self-help, if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Premises on such terms as LESSEE agrees to pay to LESSOR on demand for any deficiency that may arise by reason of such reletting.

(d) Without terminating this Lease, terminate LESSEE'S right to possession of the Premises.

(e) Without terminating this Lease or the LESSEE'S rights to possession hereunder, enforce all of its rights and remedies under this Lease, including the right to recover rent and other charges as they become due under the Lease.

(f) LESSOR may perform for the account of LESSEE any term, covenant or provision of the Lease that LESSEE has failed to perform.

(g) Exercise all other remedies available to LESSOR at law or in equity, including, without limitation, injunctive relief of all varieties.

If LESSOR, at any time is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of LESSEE to comply with any provision of this Lease, or if LESSOR is compelled to incur any expense, including reasonable attorneys' fees, in instituting, securing or defending any action or proceeding instituted by reason of any default of LESSEE hereunder, the sum or sums so paid by LESSOR with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from LESSEE to LESSOR on the first day of the month following the incurring of such respective expenses.

In the event LESSEE fails to pay any installment of rent hereunder as and when such installment is due, to help defray the additional cost to LESSOR for processing such late payments LESSEE shall pay to LESSOR on demand a late charge in an amount equal to five per cent (5%) of such installment; and the failure to pay such amount within thirty (30) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of LESSOR'S other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting LESSEE'S remedies in any manner.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the LESSOR or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or to accept a surrender of said Premises shall be valid unless in writing and signed by LESSOR. No waiver by LESSOR of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed to constitute a waiver of any future default. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

16A. ECONOMIC NONDISCRIMINATION: LESSEE shall, to the extent it provides or furnishes services to the public at the Guthrie Municipal Airport or its successor(s), provide or furnish such services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

17. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE:

During the term of this Lease and any renewal thereof, all new buildings, alterations, changes, additions and/or improvements placed upon the City's real property by LESSEE shall remain the property of the LESSEE. On termination of this Lease for any cause, LESSOR shall become the owner of any buildings, alterations, changes, additions and/or improvements on the demised premises.

18. LESSOR'S LIEN: (a) In addition to any statutory lien for rent in LESSOR'S favor, LESSOR shall have and LESSEE hereby grants to LESSOR a continuing security interest for all rentals and other sums of money becoming due hereunder from LESSEE, upon the building and all fixtures and furniture of LESSEE situated on the Premises, and such property shall not be removed therefrom without the consent of LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereinunder shall first have been paid and discharged. In the event of a default under this Lease, LESSOR shall have in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days notice to LESSEE. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereof.

(b) LESSEE may not encumber in any manner its leasehold interest and estate in the demised premises or any improvements placed by LESSEE thereon without the prior written consent of LESSOR, signed by the Mayor of the City of Guthrie with prior approval of the majority of the City Council.

19. MECHANIC'S LIENS: LESSEE shall have no authority, express and implied, to create or place any lien or encumbrance, of any kind or nature whatsoever, upon, or in any manner to bind the interest of LESSOR in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with LESSEE, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to LESSEE by this instrument. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work

performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon and that it will save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the LESSOR in the Premises or under the terms of this Lease.

20. NOTICES: Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSOR to LESSEE or with reference to the sending, mailing, or delivery of any notice or the making of any payment by LESSEE to LESSOR shall be deemed to be complied with, when and if the following steps are taken:

(a) All rent and other payments required to be made by LESSEE to LESSOR hereunder shall be payable to LESSOR at the address hereinbelow set forth or at such other address as LESSOR may specify from time to time by written notice delivered in accordance herewith.

(b) All payments required to be made by LESSOR to LESSEE hereunder shall be payable to LESSEE at the address hereinbelow set forth, or at such other address within the continental United States as LESSEE may specify from time to time by written notice delivered in accordance herewith.

(c) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:

The Mayor and City Council
for the City of Guthrie, Oklahoma
%City Manager
P.O. Box 908
Guthrie, OK 73044

LESSEE:

Glenn Crabtree
Crabtree Aircraft Company
520 Airport Road
Guthrie, Oklahoma 73044

If and when included within the term "LESSOR", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to LESSOR; if and when included within the term "LESSEE", as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for the joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to LESSEE. All parties included within the terms "LESSOR" and "LESSEE" respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

21. NO WASTE, DAMAGE OR EXTERIOR STORAGE: LESSEE shall not commit any waste upon or do any damage to the Premises. LESSEE shall not use or permit the use of the Premises for any unlawful purpose or in violation of the City of Guthrie zoning or other laws. LESSEE shall not permit any rubbish, refuse or garbage to accumulate or create a fire hazard in or about the Premises. In connection with its occupancy of the Premises, LESSEE shall not use the demised Premises in violation of any laws, ordinances, regulations or orders of any duly constituted authorities of the City, County, State and federal government. No storage of goods or merchandise shall be permitted except within the leased premises. Exterior storage shall be prohibited. LESSOR has the right to charge LESSEE (after giving written notice to LESSEE) for any expense LESSOR may incur to enforce the provisions of this paragraph.

22. ABANDONMENT: LESSEE shall not vacate or abandon the Premises at any time during the lease term unless required to do so by duly authorized legal authority.

23. TAXES: (a) LESSEE agrees to pay, when due, all taxes and assessments levied or assessed as they become due, promptly and before delinquency, SAVE AND EXCEPT ad valorem taxes on the real property.

24. LESSEE'S LIABILITY FOR RENT: Time is hereby declared to be of the essence in this agreement as to payment of rentals herein provided and to payment of the rental installments when and as the same shall fall due. Time is further declared to be of the essence as to the performance of the conditions herein by the LESSEE and shall be conditions precedent to the right to continue this Lease. Upon the failure of the LESSEE to pay any installments of rent when the same shall become due or to keep and perform any covenants and conditions herein contained, the LESSOR, after thirty (30) days notice from the date fixed for payment and performance may at its

option immediately cancel and terminate this Lease under the provisions and in the manner provided for hereunder.

25. LEASE IS SUBJECT TO ALL AVIATION LAWS: This Lease is subject to all present and future laws, rules and regulations, both state and federal as well as local laws, rules and regulations, airports in general, and especially municipal airports, and if necessary, shall be modified and amended from time to time in order to comply and conform therewith.

26. RENEWAL: LESSEE shall have the right to extend and renew the term of this Lease for one (1) additional term of ten (10) years to commence upon the expiration of the initial Lease Term. LESSEE shall be entitled to exercise this renewal option so long as it is not in default with regard to any of the terms or conditions contained herein. Exercise of the renewal option shall be given by written notice to LESSEE at least sixty (60) days prior to the expiration of the current Lease Term. Rents due under this Agreement for the renewal term shall be adjusted by LESSOR, according to the formula provided in Section 2 hereof entitled "Rentals" based upon the Consumer Price Index, or similar index.

27. MISCELLANEOUS: (a) Words of any gender used in this lease shall be held and construed to include any other gender and words in the singular number shall be held to include the plural unless the context otherwise requires.

(b) The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise described the scope or intent of this Lease, nor in any way affect the interpretation of this Lease.

(d) LESSEE agrees, from time to time, within thirty (30) days after required of LESSOR, to deliver to LESSOR, or LESSEE'S designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by LESSOR.

(e) This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

(f) There shall be no merger of this Lease, nor of the leasehold estate created by it, with the fee estate in the Premises, by reason of the fact that this Lease, or the leasehold estate created by it, may be held, directly or indirectly, by or for the

account of any person or entity which shall have an interest in the fee estate of the Premises.

(g) LESSEE accepts this Lease subject and subordinate to any first mortgage, deed of trust or other first lien presently existing or hereafter arising upon the Premises and to any renewals, refinancing and extensions thereof, but LESSEE agrees that any such first mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. LESSOR is hereby irrevocably vested with full power and authority to hereby subordinate this Lease to any first mortgage, deed of trust or other first lien now existing or hereafter placed upon the Premises and LESSEE agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as LESSOR may request.

(h) LESSEE shall not mortgage, hypothecate, subordinate, assign, or in any other manner pledge its interest in this Lease as collateral for any indebtedness whether in connection with the Premises or otherwise without the prior written consent of LESSOR.

(i) LESSEE shall execute such attornment agreement to any mortgagee of LESSOR as such mortgagee shall reasonably require within 15 days from such request; provided, however, that such attornment agreement(s) shall be reasonably satisfactory as to form and content to LESSOR.

(j) The invalidity, or unenforceability in particular circumstances, of any provision of this Lease shall not extend beyond such provision or circumstance and no other provision hereof shall be affected.

(k) The laws of the State of Oklahoma shall govern the interpretations, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and unenforceability of the remaining provisions of this Lease shall not be affected.

28. FIXED BASE OPERATOR-AIRPORT MANAGER DUTIES

(a) Fuel Flowage Fee. The LESSEE understands and agrees that the LESSOR owns all fuel storage at the Airport and all fuel purchases will be through this facility and the LESSEE agrees to pay the LESSOR a fuel flowage fee of five cents (\$0.05) per gallon on all aviation fuel dispensed on the Guthrie Municipal Airport or its successor(s) by the LESSEE. It is expressly agreed that the fuel flowage fee is subject to renegotiation every two (2) years throughout the term or renewal term hereof.

The fuel flowage fee herein shall be considered additional rental, in lieu of landing fees or airport use fees hereunder and shall be paid to the LESSOR not later

than the fifteenth (15th) day of the succeeding month, and the LESSOR shall have the right and privilege on call to inspect and audit the bills, receipts, and records pertaining to the purchase of said petroleum products for the purpose of verifying the correctness of the fee payments tendered by the LESSEE. The LESSEE agrees to file with the LESSOR through its City Manager, on forms prescribed by the LESSOR, monthly reports showing the number of gallons of aviation fuel dispensed by the LESSEE in order that the money as fees may be shown. This report shall be filed not later than the fifteenth (15th) day each month. All payments are to be made at the office of the City Clerk, or such other places the LESSOR may direct the LESSEE in writing.

(b) Services to be Provided. LESSEE shall have commercial flying rights, sales and service rights, gasoline and oil sales rights, and all hangar rentals from such buildings as are now on said airport owned by the LESSOR and from such other hangars as may be erected by LESSEE in the operation of said airport, provided, however, that none of the commercial rights herein granted shall be exclusive insofar as the grant of such exclusive rights is forbidden by Section 303 of the Civil Aeronautics Act of 1938, as amended, as interpreted by the Civil Aeronautics Administration and its successor, Federal Aviation Administration, or any Court of competent jurisdiction.

LESSEE agrees that it will at all times operate said facilities for the use and benefit of the public on reasonable terms and without discrimination, and that charges to the public for services will be fair and reasonable and in accordance with prevailing prices for such services charged at similar or like airports for such services. It is further understood that there will be no charge made for the use of run-ways and taxi-ways.

LESSEE agrees to operate the said facilities as a municipal airport, offering services that could be reasonably expected to be received by persons utilizing the services of similar airports. LESSEE will provide hangar facilities, tie down facilities, gas, oil, aircraft and minor engine repairs, and LESSEE shall have the privilege of operating a flying school and an aircraft charter or taxi service.

It is specifically agreed that a sufficient part of the hangar and of the airport generally shall be reserved for airport use to accommodate all reasonable need thereof by the public in its use of the said airport. It is understood that hangar space not used to accommodate the needs of the public may be used by the second party for the storage of airplanes and equipment. Any other use put to said airport by the LESSEE shall be with the approval of the City Council of the City of Guthrie, Oklahoma, and shall be subordinate to and shall not interfere with the use of said property as a municipal airport.

LESSEE, in consideration of the agreements herein and the mutual agreements of both parties, agrees to mow the airport property at such times as may be necessary for the clean and orderly appearance of the Guthrie Municipal Airport or its successor(s).

(c) Special Prohibitions. No storage of goods or merchandise shall be permitted except within the leased premises. [Exterior storage shall be prohibited, UNLESS stored behind a sight proof fence. LESSOR has the right to charge LESSEE (after giving written notice to LESSEE) for any expense LESSOR may incur to enforce the provisions of this paragraph.]

No alcoholic beverages are to be consumed or brought onto the airport property and no alcoholic beverage may be sold on the airport property.

IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

ATTEST: (Seal)
Wanda Calvert
City Clerk

APPROVED AS TO FORM:
Brian W. Pearson
City Attorney

ATTEST: (Seal)
Glenn Crabtree
Secretary

"LESSOR"
The City of Guthrie
by: [Signature]

"LESSEE"
Crabtree Aircraft Company
by: [Signature]
(Glenn Crabtree)

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this 18th day of February, 1997, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Coleen Crabtree, to me known to be the identical person who signed the name of the maker thereof as Coleen Crabtree, to the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:

10-7-99

Stephen M. O'Connor
Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this 12th day of February, 1997, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert Dewar, to me known to be the identical person who signed the name of the maker thereof as its Mayor, to the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:

Jan. 1, 1999

Norman W. Pritchard
Notary Public

EXHIBIT "A"

The following described real property situate in the City of Guthrie, Logan County, Oklahoma, to-wit:

BUILDING #1:

A part of the Northwest Quarter (NW1/4), of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:
COMMENCING at the Northwest corner of said Northwest Quarter;
THENCE S00°12'45"E along the west line of said Northwest Quarter a distance of 2363.44 feet;
THENCE N89°47'15"E a distance of 2122.26 feet to the point of beginning;
THENCE S59°51'15"E a distance of 100.80 feet;
THENCE S30°08'45"W a distance of 90.60 feet;
THENCE N59°51'15"W a distance of 100.80 feet;
THENCE N30°08'45"E a distance of 90.60 feet to the point of beginning.

BUILDING #2:

A part of the Northwest Quarter (NW1/4), of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:
COMMENCING at the Northwest Corner of said Northwest Quarter;
THENCE S00°12'45"E along the west line of said Northwest Quarter a distance of 2241.22 feet;
THENCE N89°47'15"E a distance of 2227.66 feet to the point of beginning;
THENCE S60°03'24"E a distance of 42.35 feet;
THENCE S29°56'36"W a distance of 33.70 feet;
THENCE N60°03'24"W a distance of 42.35 feet;
THENCE N29°56'36"E a distance of 33.70 feet to the point of beginning.

BUILDING #3:

A part of the Northwest Quarter (NW1/4), of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:
COMMENCING at the Northwest Corner of said Northwest Quarter;
THENCE S00°12'45"E along the west line of said Northwest Quarter a distance of 2162.47 feet;
THENCE N89°47'15"E a distance of 2274.28 feet to the point of beginning;
THENCE S59°59'54"E a distance of 42.00 feet;
THENCE S30°00'06"W a distance of 34.20 feet;
THENCE N59°59'54"W a distance of 42.00 feet;

THENCE N30°00'06"E a distance of 34.20 feet to the point of beginning.

BUILDING #4:

A part of the Northwest Quarter (NW1/4), of Section Twenty-one (21), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter;

THENCE S00°12'45"E along the west line of said Northwest Quarter a distance of 2020.88 feet;

THENCE N89°47'15"E a distance of 1845.63 feet to the point of beginning;

THENCE S59°55'19"E a distance of 102.90 feet;

THENCE S30°04'41"W a distance of 133.40 feet;

THENCE N59°55'19"W a distance of 102.90 feet;

THENCE N30°04'41"E a distance of 133.40 feet to the point of beginning.

EXHIBIT B
SPECIFICATIONS
FOR
PRIVATE HANGAR CONSTRUCTION

1. **GENERAL**

1.1 Scope

The building shall include all primary and secondary structural framing members, connection bolts, covering, skylights, doors, flashing fasteners, closures, sealer, insulation and other miscellaneous items as shown or called for in the drawings or specifications.

1.2 Description

a. Clean Span Building - the building shall be the single-gable rigid frame type. The primary transverse frames shall be clear span.

1.3 Building Nomenclature

a. The building "width" and "length" shall be measured from inside to inside face of the normal wall covering location.

b. The building "Eave Height" shall be measured from the bottom of the base plate of the rigid frame columns to the intersection of lines representing the inside of the wall covering and the inside of the roof covering.

c. The "Roof Slope" shall be: 1" of rise for each 12" of horizontal run.

d. The "Bay Spacing" between intermediate frame center lines shall be 20 ft. and 25 ft.

1.4 Drawing and Certification

The building manufacturer shall furnish complete erection drawings showing anchor bolt settings, sidewall, endwall, and roof framing, transverse cross-sections, covering and flashing details, and accessory installation details to clearly indicate the proper assembly of all building parts. The manufacturer shall also furnish a certificate signed by an Oklahoma Registered Professional Engineer, that the building design meets the requirements of the specifications and is in accordance with accepted engineering practices.

1.5 Builders Responsibility

Builder shall point out in writing any changes or deviations from the general plans and specifications, and any alternates other than the specified.

2. DESIGN

2.1 General

a. All structural steel sections and welded plate members shall be designed in accordance with the latest editions of the AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings."

b. All light gage cold-formed, structural members and exterior covering shall be designed in accordance with the latest edition of the AISC "Specification for the Design of Cold-Formed Steel Structural Members."

2.2 Design Loads

a. Roof live loads shall be applied to the horizontal roof projection and shall be 20 psf, and certified for a UL class 90 rating.

b. The design wind pressure shall be 25 psf applied to the primary framing and to the wall components, in accordance with the "Recommended Design Practices Manual of the Metal Building Manufacturer's Association (MBMA)" and shall not lessen the design integrity of the existing building.

2.3 Design Load Combinations

Load combinations shall be:

a. $DL + LL$, $DL + WL$, $DL + 1/2LL + WL$ OR $DL + 1/2WL + LL$ (30 psf LL and over)

b. $DL + LL$ and $DL + WL$ (LL less than 30 psf)

3. STRUCTURAL FRAMING

3.1 General

- a. All framing members shall be shop fabricated for bolted field assembly. Field cutting or drilling when required, shall be clearly noted on the drawings.
- b. Primary structural framing shall include the transverse rigid frame, wing unit rafter beams and columns, canopy beams, intermediate columns, endbearing frames, endwall columns, and wind bracing.
- c. Secondary structural framing shall include the purlins, girts, eave struts, flange bracing, sill support, clips, and other miscellaneous structural parts.
- d. All hot rolled steel sheet, plate, and strip used in the fabrication of welded assemblies shall conform to the requirements of ASTM Specification A-529, A-572 Grade 42, or A-570 Grade "E" as applicable. All hot rolled sheet and strip used in the fabrication of cold-formed members shall conform to the requirements of ASTM Specifications A-570 Grade "E" except for the following: Thicknesses .050" to .097" shall have a minimum yield strength of 55,000 psi and a minimum tensile strength of 67,500 psi; thicknesses .098" to .130" shall have a minimum yield strength of 55,000 psi and a minimum tensile strength of 65,000 psi; and thicknesses .131" to .229" shall have a minimum yield strength of 50,000 psi and a minimum tensile strength of 62,500 psi. Smooth round bars for diagonal rod bracing shall conform to the requirements of ASTM Specification A-572, Grades 60 or 65.
- e. Tube for columns and other structural uses shall conform to ASTM Specification A-500, Grade "B" (42,000 psi yield).
- f. Light gage cold-formed sections shall be manufactured by precision roll or brake forming. All dimensions shall be true and the formed members shall be free of fluting, buckling or waviness.
- g. All shop connections shall be by welding in accordance with the AWS "Standard Code for Welding in Building Construction." Welders and welding operators shall have been previously qualified as provided in this code. All flange to web welds shall be continuous gas metal or submerged arc partial penetration fillet welds on one side of the web. Other welds shall be by either the gas metal submerged or shielded arc process. Butt welds in flange plates shall be full penetration.
- h. All field connections shall be bolted. Bolts shall be machine bolts conforming to ASTM Specification A-307 or ASTM Specification A-325 as shown on the drawings. A-325 bolts shall be tightened by the turn-of-the-nut method. Where required connections in secondary members shall be

made with special 1/2" oval head, high strength bolts with hex nuts. The faying surfaces of all bolted connections shall be smooth and free from burrs or distortions. (Optional) all bolts shall be electro-zinc plated.

i. All framing members shall carry an easily visible identifying mark, either stamped, stenciled or painted.

3.2 Rigid Frames

All members shall be welded built-up "I" shapes, either constant-depth or tapered.

3.3 Bearing End Frames

Bearing end frames shall consist of columns at the building corners and a continuous "Z" shaped rafter beam supported by the endwall columns.

3.4 Endwall Columns

Endwall columns shall be cold-formed "C" sections or welded built-up "I" shapes.

3.5 Purlins and Girts

Purlins shall be roll-formed 8", 10" or 14" deep "Z" sections, with stiffened flanges. The sections are formed so as to permit nesting during shipping and when making overlapping continuous connections. Girts shall be roll-formed "Z" sections or cold-formed "C" sections.

3.6 Eave Struts

Eave struts shall be unequal flange "C" sections formed so as to provide adequate backup for both roof and wall panels at the building eave.

3.7 Wind Bracing

Wind bracing when required shall be fixed base corner columns or other suitably designed bracing may be used in lieu of sidewall rod bracing. Wind bracing in the roof need not be furnished where it can be shown that the diaphragm strength of the roof covering is adequate to resist the longitudinal wind forces.

3.8 Flange Bracing

The inside flange of all rigid frames shall be braced laterally so that the allowable compressive stress is adequate for any combination of loading.

3.9 Framed Openings

- a. Structural framing members for all openings shall be adequate for the specified design loads.
- b. All primary structural framing members that are not galvanized shall be cleaned by rotary abrasive blasting to a "Commercial Blast" grade as specified by the Steel Structures Painting Council Specification SP-6-63. Following cleaning, one shop coat of iron-oxide zinc-chromate primer shall be applied.

4. ROOF AND WALL COVERING

4.1 General

- a. Roof Covering shall be: 26 gage, galvanized steel, Stran Steel Type "SR" (or equal) panels of pattern and color.
- b. Exterior wall covering shall be: 26 gage, galvanized steel, Stran Steel Type "SA" (or equal) panels of pattern and color.

4.2 Panel Materials

Galvanized steel panels shall conform to ASTM Specification A-446, Grade "E" (80,000 psi yield) G-90 coating class.

4.3 Fasteners

- a. All self-tapping sheetmetal screws shall conform to A.S.A. Standard B 18.6 and shall have Type "A" threads. Where required for weather tightness, screws shall be equipped with metal and neoprene washers.
- b. Screws and washers shall be a Carbon steel plated with 0.0003" thick cadmium.
- c. After plating, all exposed fasteners and washers shall be coated with zinc phosphate and with one prime coat and two finish coats of baked silicone polyester; the color of the finish shall match the wall and/or panels.
- d. (Standard) Wall fasteners shall be cadmium plated, carbon steel, Type "AB" screws. The head shall be color matched to the wall panels.

e. Structural blind rivets shall be special 3/16" diameter pull type fasteners having an aluminum body and an aluminum mandrel. When installed the body shall deform in such a manner as to securely clinch the jointed surfaces together.

4.4 Sealant and Closures

a. Sealant for sidelaps, endlaps and flashing shall be a gray pressure sensitive tape that shall be a blend of butyl and EPDM rubbers, with not less than 50% butyl, and suitable inert fillers and pigments. The material shall be non-asphaltic, non shrinking, non-drying, and non-toxic and shall have superior adhesion to metals, plastic, and painted surfaces at temperatures from -10 to +140 F. The material shall have a flash point of at least 300 F, and shall not flow at 200 F.

b. Standard closures shall be closed cell foam EPDM closures matching the panel profile and installed along the eave, rake, and at accessories as required to provide a weather tight building.

4.5 Installation of "SR" and "SA" (or equal) Panels

a. Roof panels shall be continuous from ridge to eave for buildings 60' wide or less. Where endlaps are required, they shall be a minimum of 3" and shall occur at a roof purlin.

b. Wall panels shall be continuous from 1-3/4" below the column base to the roof line except where the required length would exceed 32' in which case the panels shall be spliced at a girt. All panels shall be square cut at the roof line.

c. Before securing, all laps of roof panels shall be sealed with a continuous ribbon of tape sealer.

d. Roof and wall panels shall be secured to intermediate framing members, with #14 sheet metal screws at a maximum spacing of 12". At endlaps, the maximum spacing of screws for roof panels shall be two per foot.

e. 5 sidelaps of roof panels shall be stitched through the rib with:
(1) #14 sheet metal screws at a maximum spacing 20" for the type "WR" panels.
(2) Sidelaps of wall panels shall be stitched through the rib with #10 sheet metal screws at a maximum spacing of 20".

4.6 Flashing, Closures and Trim

- a. Flashing and/or trim shall be furnished at the rake, corners, and eaves; at framed openings, and wherever necessary to provide weather tightness and a finished appearance.
- b. Galvanized steel for flashing metal closures, trim, and other miscellaneous uses shall conform to ASTM Specification A-525, coating class G-90 and shall be 26 gage or heavier.
- c. A formed panel matching the slope and profile of adjoining roof panels shall be provided along the building ridge on (1:12) buildings.

4.7 Color Finish

- a. Unless otherwise specified the exposed surface of all galvanized steel roof and wall panels, flashing, trim, gutters, downspouts, ventilators, louvers and other exterior galvanized steel surfaces shall be color coated. The color coating system shall be silicone polyester (colors) or polyester (white) or approved equal. Color shall be selected by owner from the manufacturer's standard colors.
- b. The interior side of all panels shall be finished with a 0.5 mil stone white polyester coating (not warranted).

5. ACCESSORIES

5.1 Metal Swing Doors

Door leaves shall be 1 3/4" thick, full flush, fabricated from 20 gage, galvanized mill bonderized steel. The leaves shall have a core consisting of either:

- a. One piece, full size, impregnated craft paper honeycomb with a minimum crush strength of 45 psi.
- b. Foamed-in-place polyurethane. Each door leaf shall swing from three (3) 4½"x4½" galvanized steel interlocking template butt hinges.
- c. Door frames shall be heavy gage galvanized steel of a rabbeted design, with an optional, field applied, continuous weatherstripping.
- d. The threshold shall be extruded aluminum and shall provide a positive weatherseal.
- e. Doors shall be equipped with cylindrical lock sets conforming to Federal Specification FF-H-106a:
 - (1) Series 160. Type A

- (2) (Optional) Series 161. Type A
- (3) Security lock. Type A

f. Door leaves shall be bonderized and painted with one coat of rust inhibitive primer.

5.2 Windows

All windows shall be:

- a. Horizontal slide aluminum, Series 101, B2-HP, of 6063-T5 extruded aluminum alloy section of .062 thickness.
- b. Extruded aluminum frame units shall meet requirements of Architectural Aluminum Manufacturers Association (AAMA).
- c. All exposed surfaces of frame and sash shall be mill finish with natural uniform color. Series 3030 and 6030 available with factory painted, baked-on bronze finish over aluminum.
- d. Glass shall be factory installed clear flat drawn window glass SSB or DSB as required, to qualify for the high wind zone requirements of the AAMA. Glass shall be embedded in mastic and shall be securely retained by extruded vinyl splines.
- e. Screen cloth shall be full or half length of aluminum frames wired with aluminum cloth.
- f. All hardware shall be made of corrosion resistant materials.
- g. Weather-stripping shall be of the finest quality woven pile together with vinyl extrusions.
- h. All windows shall be quipped with integral head and sill flashing with jamb fins specially designed to match the wall panel profile and insure complete weathertightness.
- i. Windows shall be installed in accordance with the drawings in a workmanlike manner. Only minor amounts of caulking or sealant shall be visible from the exterior.

5.3 Skylight Panels

- a. Glass fiber reinforced polyester skylight panels shall be Type 1, structural (general purpose) conforming to commercial standard (CS 214-57).

b. Skylights shall have a profile matching the type "SR" panel and shall be 1/16" (0.062") thick weighing 8 ounces per square foot with a minimum acrylic content of 15 percent. Skylights shall be (white or green) with a granitized surface finish and shall have a minimum light transmission of:

- (1) 66 percent (white).
- (2) 69 percent (green).

c. Insulated skylights shall consist of Type 1 white "SR" plastic panels to which a 3" deep pan is factory bonded to create an insulating air space. The pan shall be clear acrylic and shall consist of two 5' - 0" pans to give a nominal 10' - 0" length skylight, to fit two adjacent purlin spaces. Light transmission shall be a minimum of 66% when measured in accordance with ASTM D-1494.

5.4 Eave Gutters and Downspouts

Eave gutters shall be formed to a true profile free of objectionable waviness and any other imperfections from 26 gage galvanized steel. The face of the gutter shall match the profile of the rake trim. The gutter shall provide positive counter flashing. Sections shall be securely fastened and sealed at end laps. The outside face of the gutter shall be supported by heavy gage galvanized steel supports.

5.5 Ventilators

Ventilation shall be of the gravity type fabricated from galvanized steel and shall be:

a. Continuous, furnished in 10' - 0" lengths. Splice plates and end caps, where required, shall be provided to make up the specified length. Continuous ventilators shall have dampers. Dampers shall provide an adjustable opening at the throat and shall be of the manually operated:

- (1) Screw type.
- (2) Pull chain type.

b. Circular, with interior baffles and exterior wind band designed to provide maximum air flow. Optional dampers shall be a springloaded butterfly type operated by a fused pull chain.

All ventilators shall be furnished with birdscreens.

5.6 Louvers

Louvers shall be fabricated from galvanized steel and shall have blades of the overlapping type providing maximum weathertightness while allowing free air flow. Louvers shall be:

- a. Fixed type with integral birdscreen.
- b. Adjustable, operated by pull chain.

6. **BUILDING ANCHORAGE AND FOUNDATIONS**

6.1 Anchorage

The building anchor bolts and related anchorage shall be designed to resist the column reactions resulting from the specified loads as applied in the specified loading combinations. The sizes and design shall be as specified by the building manufacturer.

6.2 Foundation

The building foundation shall be designed by a qualified engineer, registered in Oklahoma, to support the building reactions in addition to other loads imposed by the building use or occupancy. The design shall be based on actual job site conditions.

7. **WARRANTIES**

7.1 General

The building manufacturer shall furnish written warranties covering materials and workmanship, color, finish, and skylights. Such warranties shall cover the full cost of materials and labor to replace or repair defective materials.

1985

PRE-ENGINEERED METAL BUILDING

PRIVATE HANGAR

Standard Requirements

1. Appurtenance and/or accessories not herein mentioned but necessary to furnish a complete unit, ready for use upon delivery shall be included, conform to recognized standards of strength, quality of material and workmanship, subject to these specifications, in full and when appropriate, in compliance to all federal and state safety regulations.
2. A standard manufacturer's or dealers warranty shall be supplied in writing covering the replacement of all defective parts.
3. These specifications shall be construed as minimum.
4. Any deviations to these terms or conditions or deviations from written specifications shall be shown in writing and submitted to the City of Guthrie for approval 48 hours prior to the City's scheduled meeting to review the plans and specifications.
5. All proposals shall specify the model number of each piece of equipment of the manufacturer that the builder submits for the project. A brochure on each piece of equipment shall be submitted with proposals so it may be determined the exact piece of equipment which has been proposed.

ADDENDUM TO HANGAR GROUND LEASE AGREEMENT

THIS Addendum to Hangar Ground Lease Agreement entered into on the 21st day of January, 1997, between THE CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor"), and GLEN CRABTREE d/b/a Crabtree Aircraft Company, (hereinafter called "Lessee"), to-wit:

WITNESSETH

Paragraph 2 of the above-described Lease is hereby amended to read as follows:

2. RENTALS: (A) As rental for the use of said facilities, in addition to the other things to be done by the Lessee, Lessee agrees to pay to Lessor in advance commencing the first day of the execution of this Lease Agreement and in advance on each annual anniversary date the same annual rental amount during each of the next twelve years, rental consisting of total amount set forth or computed as follows: Ground Rental for 117,247 square feet of hanger area, more specifically described in Exhibit "A" attached hereto at the rate of .07 cents per square foot per annum to be determined in accordance with the following annual formula:

$$117,247 \text{ square feet} \times \$0.07 = \$8,207.29$$

For the next twelve (12) years until termination of this Lease the rental amount shall be .09 cents per square foot per annum or a total sum of \$10,552.23 per year.

The rental fees payable hereunder shall be subject to review, adjustment and renegotiation every five years during the remaining term of the Lease and during any renewal term if exercised, and may be adjusted according to the following:

The rental adjustment contemplated hereunder shall be based upon, but not exceed, the annual percentage increase in the consumer price index, or similar index, for each of the five twelve (12) month periods immediately preceding the anniversary date. The new annual rental thus calculated shall be adjusted rental for the next twelve (12) month period commencing with the first day of the first month following the last preceding twelve (12) month period of this Lease and payable to Lessor by Lessee in a single annual installment on each annual anniversary date hereof.

The Lessor shall recalculate the annual rental and notify the Lessee of the new rate on an annual basis.

2. (B) Lessor and Lessee acknowledge that the Lessor is constructing a new hangar facility adjacent to a new terminal building and that upon the completion of the new hangar building at the Guthrie Regional Airport the Lessee will vacate the existing hangar presently occupied and move into the new hangar building allowing for the

demolition or remodeling of the old hangar building for use by Spirit Wing, Inc. The rental amount stated herein shall remain the same amounts for the new hangar building that the Lessee will occupy.

Paragraph 28 of the above described Lease shall be amended as follows, to-wit:

28. FIXED BASE OPERATOR-AIRPORT MANAGER DUTIES

(a) (1) Annual Fuel Survey. The Lessor and Lessee agree that beginning June of 2003 and each June thereafter they will conduct an annual fuel survey to assure that fuel prices are competitive with other regional airports and that flowage fee to the City is competitive with other regional airport flowage fees.

IN WITNESS WHEREOF, this Amendment was executed by the parties hereto on the date and year first above written.

ATTEST:

Linda Colvert
City Clerk

APPROVED AS FOR FORM
AND LEGALITY:

[Signature]
City Attorney

LESSOR:
THE CITY OF GUTHRIE

By: [Signature]

2/5/02

Mayor

LESSEE:
CRABTREE AIRCRAFT

By: [Signature]

Glen Crabtree, Owner

ADDENDUM TO HANGAR GROUND LEASE AGREEMENT

This Addendum to Hangar Ground Lease Agreement entered into on the 6th day of February, 2007, between THE CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, and THE CITY OF EDMOND, OKLAHOMA, a Municipal Corporation, (hereinafter called 'LESSOR'), and Crabtree Aircraft Company, Inc., (hereinafter called "LESSEE"), to-wit:

WITNESSETH

Paragraph 2 (a) of the above-described Lease is hereby amended to read as follows:

2. RENTALS: (a) As rental for the use of said facilities, in addition to the other things to be done by the LESSEE, LESSEE agrees to pay to LESSOR in advance commencing the first day of the execution of this Lease Agreement and in advance on each annual anniversary date the same annual rental amount during the next eight years (2007 through 2014) plus the Consumer Price Index (CPI) Adjustment as stated in the lease, rental consisting of total amount set forth or computed as follows: Ground Rental for 99,730 square feet of hangar area, more specifically described in Exhibit "A" attached hereto at the rate of .07 cents per square foot per annum to be determined in accordance with the following annual formula:

$$99,730 \text{ square feet} \times \$0.07 = \$6981.10 \text{ (plus any CPI Adjustment)}$$

For the next twelve (12) years (2015 through 2026) until termination of this Lease the rental amount shall be .09 cents per square foot per annum or a total sum of \$8975.70 per year (plus any CPI Adjustment).

Paragraph 10 (b) of the above-described Lease is hereby amended to read as follows:

(b) Property Insurance. Upon the execution of this Lease, LESSEE shall procure, and maintain continuously during the term of this Lease, and any renewal thereof, property insurance to the extent of the full insurable value of Building 1A (Exhibit A) and improvements, other than land and building foundations, all-risk insurance, subject only to the standard exclusions contained in the policy in such amount as will be as least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. The policy shall contain an endorsement including the City of Guthrie as a named insured party. The City of Guthrie shall maintain property insurance coverage for Building A in exchange for LESSEE providing a space for the Airport Manager's office (to include utilities).

Paragraph 28 of the above – described Lease is hereby amended to read as follows:

(a) General

(1) LESSOR acknowledges that LESSEE no longer has Airport Manager duties and the purpose of this portion of the Amendment is to clarify LESSEE'S duties as a Fixed Base Operator (FBO) as defined in Paragraph 28.

(2) It is agreed to by the LESSEE that all references to GLENN CRABTREE d/b/a CRABTREE AIRCRAFT COMPANY hereby be amended to read CRABTREE AIRCRAFT COMPANY, INC wherever it appears in the Ground Hangar Lease Agreement and Amendments.

(3) The LESSOR and LESSEE are unrelated entities and do not intend to create any employer-employee, principal-agent or partner/joint venture relationship between them by signing this Amendment. Neither of the parties may incur obligations on behalf of the other except as specifically set forth herein. The LESSEE is an independent FBO contractor and is solely responsible for his actions and those of his employees and agents. The LESSEE shall be solely responsible for payment for any employees he may have working at the airport, as well as for all payroll and withholding taxes, workers compensation, insurance coverage and benefits for all other obligation to such persons.

(4) LESSEE'S FBO Services and Responsibilities listed below are in addition to those listed in his Hangar Ground Lease Agreement (dated January 21, 1997) and Amendment to Hangar Ground Lease Agreement (dated January 21, 1997).

(4) LESSEE shall operate his facilities for general aviation purposes in accordance with the terms and conditions of his lease and shall conform to appropriate Federal, State, and local laws, codes, ordinances and other similar rules and regulation, including those of the City of Guthrie and Federal Aviation Administration, pertaining to FBO activities.

(b) Services to be Provided.

(1) LESSEE and LESSOR understand that there will be no charge made for the use of runways and taxiways.

(2) LESSEE agrees to operate the said facilities as a regional airport, offering services that could be reasonably expected to be received by persons using the services of similar airports. LESSEE will provide hangar and tie-down facilities, gas, oil, aircraft and minor engine repairs. LESSEE shall have the privilege of operating a flying school and an aircraft charter or taxi service.

(3) LESSEE shall conduct aviation fuel and oil sales on the airport property and shall be required to maintain an adequate inventory of generally accepted grades of aviation fuel and jet fuel

(4) LESSEE shall provide adequate towing equipment, parking and tie-down areas. No new tie-downs shall be allowed except as approved by the LESSOR. The LESSEE shall assist T-hangar customers in pulling out and putting up their aircraft upon request.

(5). LESSEE shall be responsible for all public facilities associated with his leased property (exhibit A).

(6) LESSEE shall provide a conveniently located lounge or waiting room and shall assist passengers or crews as needed. LESSEE will have the responsibility for maintaining sanitary restrooms, well stocked vending machines and information concerning transportation arrangements.

(7) LESSEE shall enforce all rules and regulations, as adopted by the LESSOR or as required by the Federal Aviation Administration, making sure all safety regulations are strictly followed.

(8) LESSEE, in the absence of the Airport Manager, can issue Notices To Airmen (NOTAMs) when in his judgment such reporting is warranted.

(9) LESSEE shall coordinate airport activities with the City of Guthrie and the Public Safety Departments when appropriate.

(c) FINANCIAL RESPONSIBILITY

(1). Revenues – LESSEE shall be entitled to keep all tie-down fees, vending machine fees for vending machines owned or leased by LESSEE and located on properties leased to LESSEE, hangar fees on hangars leased or owned by LESSEE and fees for all services or sales conducted out of buildings at the airport leased to the LESSEE. This includes products or other merchandise made under or pursuant to this agreement, including federal, state, or local taxes.

(2) Fuel Flowage Fee – The LESSEE understands and agrees that the City of Guthrie owns all fuel storage at the airport and all fuel purchases will be through this facility and the LESSEE agrees to pay the LESSOR fuel flowage fees of ten cents (\$0.10) per gallon on all aviation fuel dispensed on the Guthrie-Edmond Regional Airport or its successor(s) by the LESSEE. It is expressly agreed that the fuel flowage fee is subject to renegotiation every two (2) years throughout the term or renewal term hereof beginning February 5, 2002.

(3) LESSEE shall not discriminate in pricing to fuel purchasers at the Guthrie-Edmond Regional Airport. LESSEE may grant volume discounts and may participate in discount bonus programs.

(4). The fuel flowage fee herein shall be considered additional rental, in lieu of landing fees or airport use fees hereunder and shall be paid to the City of Guthrie not later than the fifteenth (15th) day of the succeeding month, and the LESSOR shall have the right and privilege on call to inspect and audit the bills, receipts, and records pertaining to the purchase of said petroleum products for the purpose of verifying the correctness of the fee payments tendered by the LESSEE. LESSEE agrees to file with the LESSOR through the Guthrie City Manager, on forms prescribed by the City, monthly reports showing the number of gallons of aviation fuel dispensed by the LESSEE in order that the money as fees may be shown. This report shall be filed not later than the fifteenth (15th) day each month. All payments are to be made at the office of the Guthrie City Clerk, or such other places the City may direct the LESSEE in writing.

(5) All expenses shall be paid according to the City of Guthrie Purchasing Policies.

(d). MAINTENANCE

(1) The City of Guthrie shall maintain the grounds in a clean, neat and, where applicable, mowed condition and shall maintain the fuel equipment.

(2) LESSEE shall keep the public building in a clean, sanitary and neat condition. LESSEE shall be responsible for minor repairs to the office area.

(3) LESSEE shall use due diligence to observe and report to the LESSOR in writing, any and all airport defects, or improvement in need of maintenance. Reports shall be made to the LESSOR as soon as can practically be done.

(4) LESSEE shall provide proper equipment and use adequate grounding facilities at fueling locations to eliminate the hazards of static and other electricity and shall provide equipment commensurate with the hazard involved in refueling and servicing aircraft. The City of Guthrie shall provide approved types of fire extinguishers.

(e) GENERAL PROVISIONS

(1) LESSEE will be advised by the LESSOR in writing of any failure on the LESSEE'S part to meet the terms of his lease. If, after a reasonable length of time, corrective measures are not taken, said failure will be a basis for cancellation of his lease. Upon default in the financial terms of this agreement by the LESSEE and failure to cure said default within thirty (30) days of written notice the LESSOR may cancel LESSEE's lease.

(2) LESSOR shall have the right, title and interest in and to all revenues of the Airport except those revenues that have been specifically reserved to the LESSEE in lease agreement.

(3) LESSEE agrees to operate the Airport premises for the use and benefit of the public as follows:

a. To furnish good, prompt and efficient service adequate to meet all demands for service at the Airport.

b. LESSEE has the right to set separate provisions and prices for work done by Crabtree Aircraft Company, Ink. Located on the Airport property. The LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, as approved by the LESSOR. LESSEE is entitled to participate in volume bonus discount programs in conjunction with other promotion programs and these are specifically allowed. LESSEE agrees to insure facilities and workers under his control. LESSEE will submit information regarding discounts to the LESSOR for informational purpose upon request of the LESSOR. LESSOR shall insure the fuel equipment against casualty loss and LESSOR is covered by Oklahoma Tort Claims Act regarding liability.

c. LESSEE shall not discriminate against any person or class of person by reason of race, color, creed or national origin in providing any services or in the use of the facilities provided by the public, in any manner prohibited by Federal Aviation Regulations.

d. LESSEE agrees to obey and enforce all rules, regulations or ordinances provided or enacted by the LESSOR for the operations of said Airport and facilities.

e. Provide comments for any improvements being considered at the Airport. However, the decision of the LESSOR will be final.

f. LESSOR reserves the right to determine services provided by the Airport.

g. It is distinctly understood and agreed that the LESSOR is to maintain control of said Airport and require that same be operated as a public airport: that the LESSOR has made and may make in the future such rules and regulations as it may deem proper for the conduct of all operations thereon or in connection therewith, subject to the terms of this contract.

h. In the case structures at the Airport should be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by the LESSOR impossible, the

LESSOR shall not, in any case, be held liable or responsible to the LESSEE for any damages caused thereby.

i. In the event of litigation between the parties concerning this contract, each party shall be responsible for their respective attorney's fees.

j. The Agreement shall be governed by the substantive laws of the State of Oklahoma without giving effect to any conflicts of law principles.

k. LESSEE shall hold the LESSOR harmless from all acts or omissions of the LESSEE and any claims arising out of the actions of the LESSEE. The LESSEE shall indemnify the LESSOR for all costs incurred by the LESSOR in defending claims brought against the LESSOR as a result of actions of omissions of the LESSEE.

IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

"LESSOR"
The City of Guthrie

by: Jon Gumerson

ATTEST: (Seal)
Wanda Calvert
City Clerk

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this 6th day of February, 2007, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jon Gumerson, to me known to be the identical person who signed the name of the maker thereof as its Mayor, to the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:

KIM BIGGS
Logan County
Notary Public In and for
State of Oklahoma
Comm. # 05007639 Exp. 08/17/09

K. Biggs
Notary Public

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

IN WITNESS WHEREOF, this agreement was executed by the parties hereto on the date and year first above written.

"LESSOR"
The City of Edmond

by: [Signature]
Mayor Pro Tem

ATTEST: (Seal)
[Signature]
City Clerk

[Signature]
City Attorney

STATE OF OKLAHOMA)
COUNTY OF ~~LOGAN~~ Oklahoma) SS.

On this 26th day of February, 2007, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Charles Lomb, to me known to be the identical person who signed the name of the maker thereof as its Mayor, ^{Pro Tem} to the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:

8-13-2010



[Signature]
Notary Public

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 21st day of January, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Crabtree Aircraft Company, Inc., (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 99,730 square feet of hangar and ramp space, and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be \$ 7,943.52 per annum, representing a 0.0797 cents per square foot rate determined in accordance with the following formula:

$$\underline{99,730} \text{ square feet X } \$ \underline{0.0797} = \$ \underline{7,943.52}$$

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

LESSEE: Crabtree Aircraft Co., Inc
By: [Signature]

STATE OF OKLAHOMA)
)
COUNTY OF LOGAN) SS.

On this 15th day of February, 2007, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Glenn Crabtree, to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:

Wanda Calvert

Notary Public

5/13/07 # 03007380

LESSOR:

By: Jon Gumerson
Mayor

ATTEST:

Wanda Calvert
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

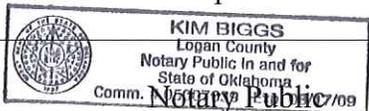
Randel Shadid
Randel Shadid, City Attorney

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this 6th day of March, 2007, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jon Gumerson, to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:



K. Biggs

AMENDMENT TO A HANGAR GROUND LEASE AGREEMENT

This Amendment to Hangar Ground Lease Agreement previously entered into on the 21st day of January, 1997, between the CITY OF GUTHRIE, OKLAHOMA, a Municipal Corporation, (hereinafter called "Lessor") and Crabtree Aircraft Company, Inc., (hereinafter called "Lessee").

Whereas, Lessor and Lessee have previously entered into the above described Hangar Ground Lease Agreement covering 99,730 square feet of hangar space (Hangar # 09), and

Whereas, Lessor desires to exercise the right to adjust ground rental fee based upon the Consumer Price Index (Exhibit "B")

By execution hereof the parties agree that the Lessee shall be entitled to lease the property described in Exhibit "A" attached hereto under the same terms of the existing lease.

Rental under this amendment to Hangar Lease shall be \$8,926.23 per annum, representing a 0.08950 cents per square foot rate determined in accordance with the following formula:

$$\underline{99,730} \text{ square feet} \times \underline{\$0.08950} = \underline{\$8,926.23}$$

Hereafter rental amount shall be reviewed every five (5) years pursuant to the terms of the original Hangar Ground Lease Agreement.

In Witness Whereof, this agreement was executed by the parties hereto on the date and year first above written.

LESSEE:

By: 

STATE OF OKLAHOMA)

COUNTY OF LOGAN)

SS.

On this 13th day of February, 2012, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Glen Crabtree, to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires



Notary Public

K Biggs

LESSOR
By: Chuck Butcher
Mayor

ATTEST:

Wanda Calvert
Wanda Calvert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

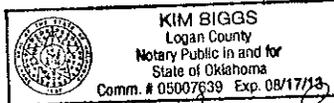
Randel Shadid
Randel Shadid, City Attorney

STATE OF OKLAHOMA)
) SS.
COUNTY OF LOGAN)

On this 7th day of February, 2012, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Chuck Butcher, to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his 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 first above written.

My Commission Expires:



Notary Public

K Biggs

AMENDMENT TO HANGAR GROUND LEASE

A Hangar Ground Lease previously being entered into on the 21st day of January, 1997, between the City of Guthrie, Oklahoma (Lessor) and Crabtree Aircraft Company, Inc., (Lessee) and said Lease being amended on the 6th day of February, 2007 by the Parties; and

Whereas the Parties desire to amend the Lease and prior amendments as relates to Paragraph 28 (C)(2);

It is agreed that the previous Lease and amendment to the Hangar Ground Lease above referenced are this day amended in that Paragraph 28 (C)(2) is amended as follows:

28 (C)(2) Fuel Flowage Fee – The Lessee understands and agrees that the City of Guthrie, Oklahoma owns the fuel storage at the airport and all fuel purchases will be through the facility and the Lessee agrees to pay Lessor fuel flowage fees of 10 cents per gallon on all fuel dispensed in Full Service fashion on the Guthrie Edmond Regional Airport or its successors by the Lessee and a fuel flowage fee of 20 cents per gallon on all fuel dispensed in a Self Service fashion on the Guthrie Edmond Regional Airport or its successors by the Lessee. The Self Service fuel price to the consumer is agreed to be greater than or equal to, but not less than, 7.5 % below the consumer fuel price of the Full Fuel Service fuel price. It is expressly agreed that the fuel flowage fee is subject to renegotiation every two years throughout the term or renewal term hereof beginning June 1, 2015.

The remainder of the original Lease and amendments shall remain in full force and effect.

Executed this 5th day of June, 2013.

LESSOR, City of Guthrie

BY: Mark Spradlin
Mayor

LESSEE, Crabtree Aircraft Company, Inc.

BY: Blaine G. Proctor
President

Approved as to form and legality;

Randel Shadid
Randel Shadid, City Attorney