

Air Carrier Incentive Program **Effective September 1, 2025**

OBJECTIVE

In order to better serve the traveling public and local businesses in Oklahoma City (“OKC”) and the surrounding areas, and to assist in advancing economic prosperity in the region, the Oklahoma City Airport Trust (“Trust”) is committed to the continued growth of passenger air service at OKC - Will Rogers International Airport (“OKC Airport”) by increasing the number of nonstop routes from OKC (both on domestic and international routes) and attracting and supporting new Passenger and Cargo Air Carriers into the OKC market. To support these objectives, the Trust has created this Air Carrier Incentive Program (“Program”) to provide a combination of marketing and operational incentives for New Entrant (Passenger and Cargo) and Incumbent Air Carriers. The incentives offered in this Program are consistent with Federal Aviation Administration’s (“FAA”) Air Carrier Incentive Program guidelines and other rules and regulations set forth by the FAA. To assist Air Carriers with participation in this Program and accessing the OKC market, new entrant and Incumbent Air Carriers may reach out to the OKC Airport’s Competitive Access Liaison.

DEFINITIONS

For the purposes of this Program, the following definitions shall apply:

Air Carrier – Any commercial airline company that provides Regularly Scheduled or Seasonal Service to and from the OKC Airport. For purposes of this Program, Air Carrier includes both passenger and cargo Air Carriers.

Competitive Access Liaison – The Trust’s representative for gaining access or additional access to the OKC Airport. The Real Estate Administrative Manager is the Competitive Access Liaison and may be reached at (405) 316-1000 or wrwabusinessproperties@okc.gov.

Departure Gate Credit – a credit provided to a New Entrant Passenger Air Carrier for operating New Service at the OKC Airport as described herein.

Domestic Service – Any commercial passenger air service between the OKC Airport and an airport destination that is located within the 50 states of the United States of America.

Incumbent Air Carrier – Any Air Carrier who (1) is currently providing passenger or cargo services on a Regularly Scheduled or Seasonal Services to or from the OKC Airport as a signatory or non-signatory Air Carrier, or (2) previously provided Regularly Scheduled or Seasonal Services at the OKC Airport in the 24-months prior to the commencement of any service.

International Service – Any commercial passenger air service between the OKC Airport and an airport destination that is outside of the 50 states of the United States of America. For purposes of this Program, US territories will be considered International Service.

Landing Fee- Landing Fee is an amount calculated per 1,000 pounds of landed aircraft weight applicable to all commercial Air Carriers as determined by the Director of Airports on July 1 of each year for the Trust's fiscal year.

Landing Fee Credit – is a credit for the Landing Fees owed to the Trust that is given to a New Entrant Passenger Air Carrier or a New Entrant Cargo Air Carrier for New Service at the OKC Airport as described below.

Marketing Support - Marketing Support is defined as support for the purchase of marketing tools used to promote either an Unserved Route or a New Entrant Passenger Air Carrier along with the Airport. For purposes of this definition, marketing tools include, but are not limited to, paid advertising, promotions materials/swag, banners, billboards, events, social media awareness, and other similar marketing products.

New Entrant Cargo Air Carrier – Any commercial cargo Air Carrier that is entering the OKC market for the first time to provide Regularly Scheduled Service for cargo operations at the OKC Airport. If the Air Carrier provided cargo operations services in the OKC market at any time during the 24-months prior to the effective date of an Incentive Agreement, then the Air Carrier shall not be considered a new entrant, unless the service provided in the last 24-months was only to support a route by a signatory cargo carrier already operating at the OKC Airport.

New Entrant Passenger Air Carrier – Any passenger Air Carrier that is entering the OKC market for the first time to provide New Service on either a Regularly Scheduled or Seasonal Service basis from the main terminal at the OKC Airport. If the Air Carrier provided Regularly Scheduled or Seasonal Services to passengers in the OKC market at any time during the 24-months prior to the effective date of an Incentive Agreement, then the Air Carrier shall not be considered a new entrant. Provided however, an Incumbent Air Carrier providing International Services for the first time at the OKC Airport may qualify as A New Entrant Passenger Air Carrier for only International Services.

New Service – New Service shall be (1) any new Regularly Scheduled Service or Seasonal Service for passengers at the OKC Airport on a nonstop basis to an Unserved Route, or (2) any service by a New Entrant Passenger Air Carrier or a New Entrant Cargo Air Carrier. To qualify as New Service for passengers on an Unserved Route, the Air Carrier receiving support cannot have flown the route to and from the OKC Airport as either Regularly Scheduled or Seasonal Services in the 24 months prior to the proposed commencement date for the route.

Operational Credit(s) – A credit given for New Service at the OKC Airport, which may consist of a Landing Fee Credit and/or a Departure Gate Credit.

Preexisting Route – A nonstop route to or from the OKC Airport that is currently served with Seasonal or Regularly Scheduled Services. An airport destination only served with nonstop Seasonal Service for one (1) season in the twelve (12) months before the commencement of an incentivized route is not considered as a Preexisting Route.

Regularly Scheduled Service – Nonstop passenger or cargo air service to and from the OKC Airport that reoccurs regularly on the same schedule each week and is scheduled in advance for at least seven (7) months or longer in a calendar year.

Seasonal Service – Air service that is less than seven (7) months in a calendar year but is for at least three (3) consecutive months.

Unserved Route – This is any route between the OKC Airport and another airport that is not currently served on a nonstop basis and there are no future schedules that have been filed and/or opened for sale to the public. If an Air Carrier provided passenger service on the route in the 24-months prior to the start of service, the route shall not be considered an Unserved Route by that Air Carrier.

UOA – This is the Passenger Airline Use and Operations Agreement that applies to either a signatory or non-signatory passenger airline. For a cargo carrier, this term shall mean the Cargo Use and Operations Agreement that applies to either a signatory or non-signatory air cargo carrier.

TYPES OF SERVICE THAT QUALIFY FOR INCENTIVES

This Program offers a mix of incentives including Marketing Support, new entrant (marketing) support, and Operational Credits. Air Carriers are encouraged to make an Incentive Application (Exhibit A) with the Trust as soon as possible. Air Carrier and the Trust will enter into an Incentive Agreement (Exhibit B) before any funding is provided. Air Carrier must have a UOA with the Trust to participate in this Program. The incentives under this Program are only available for:

- *New Service* at OKC Airport for Domestic Service or International Service on an Unserved Route.
- *New Entrant Passenger Air Carrier* that begins passenger service at OKC Airport whether on an Unserved Route or Preexisting Route.
- *New Entrant Cargo Air Carrier* that begins cargo service at OKC Airport.

MARKETING SUPPORT

Marketing Support is available to Air Carriers offering New Service to passengers on Unserved Routes for both Domestic and International Services. Marketing Support is not available for cargo Air Carriers. A Preexisting Route is only eligible for Marketing Support for a New Entrant Passenger Air Carrier. A New Entrant Passenger Air Carrier can also receive new entrant Marketing Support for either Domestic or International Services. The amount of Marketing Support available to an Air Carrier depends on whether the service is for Domestic or International Services, whether the service is Regularly Scheduled or Seasonal Service, and the frequency of the route.

The breakdown criteria are shown in the tables below:

Domestic:

	Unservd Route – Reg. Scheduled (4 or more times weekly)	Unservd Route – Reg. Scheduled (1-3 times weekly)	Unservd Route – Seasonal (3 or more times weekly)	Unservd Route – Seasonal (1-2 times weekly)	New Entrant – Reg. Scheduled (Unservd or Preexisting Route)	New Entrant – Seasonal (Unservd or Preexisting Route)
Marketing Support	\$75,000	\$50,000	\$35,000	\$25,000	\$50,000	\$20,000

International:

	Unservd Route – Reg. Scheduled (5 - 7 times weekly)	Unservd Route – Reg. Scheduled (1 - 4 times weekly)	Unservd Route – Seasonal (1 or more times weekly)	New Entrant - Reg. Scheduled (Unservd or Preexisting Route)	New Entrant Seasonal (Unservd or Preexisting Route)
Marketing Support	\$100,000	\$85,000	\$75,000	\$50,000	\$20,000

- Marketing Support may be used incrementally or at one time but all Marketing Support, including support for new entrant air carriers where applicable, must be used within six (6) months from the effective date of the Incentive Agreement.
- The maximum Marketing Support for Domestic Service, including new entrant incentives where applicable, is \$175,000.
- The maximum Marketing Support for International Service, including new entrant incentives where applicable, is \$200,000.
- If an Air Carrier increases the frequency of International Service on an incentivized route within the first six (6) months from the effective date of the Incentive Agreement, the Air Carrier will receive additional Marketing Support in the amount that represents the difference in the increased frequency of the flight from the original amount previously given. Any increase in marketing support must still be used within six (6) months from the effective date of the Incentive Agreement.
- Marketing Support for a New Entrant Passenger Air Carrier is a one-time incentive. An Incumbent Air Carrier who previously only provided Domestic Service may receive new entrant support only when starting International Service for the first time.
- In the event two or more Air Carriers apply for Marketing Support with OKC Airport on the same Unserved Route, Marketing Support under this Program will be offered to the first Air Carrier to publicly announce the new service and/or file schedules for sale to the public unless the second Air Carrier qualifies as a New Entrant Passenger Air Carrier.

- If more than one Unserved Route is announced by the Air Carrier and the routes qualify for different Marketing Support or will exceed the maximum Marketing Support when combined, then the Trust in its sole discretion may determine the allocation to be given to each route.
- Should the Air Carrier decrease the frequency of the incentivized route below levels indicated in the Incentive Application, the Air Carrier may be asked to refund the difference in Marketing Support for the decrease in frequency or any remaining unspent Marketing Support funds may be reduced or terminated at the discretion of the Trust.
- If the Air Carrier leaves or discontinues the route receiving Marketing Support during the first six (6) months of operations, any remaining marketing funds will cease to be available or may be subject to repayment in accordance with this Program.

Disbursement of Marketing Support Funding:

Because the Air Carriers are more in-tune with their own marketing strategies and can more quickly adapt to fare changes or other route specific details, the Trust will reimburse the Air Carrier's out-of-house media or marketing entity or the Air Carrier's in-house agency, when marketing support funds are used to develop and implement a media/marketing plan that promotes the new OKC service. Reimbursement is contingent upon the following:

- Marketing Support and media content shall be developed in such a manner that it promotes the New Service and includes the airport logo or airport name and Oklahoma City in any advertisements.
- All media and marketing plans must have prior written approval from the Director of Airports or the Director's designee prior to any execution of the plans.
- The qualifying Air Carrier must submit any invoices for reimbursement within three (3) months of the expense being incurred and all Marketing Support spent within six (6) months following the commencement of the Incentive Agreement for qualifying air service. Payment will be made within 45 days of receipt of a complete itemized invoice that includes all media sources utilized and detailed breakdown of monies spent.

The Air Carrier may also choose to have the Airport's Marketing staff or an outside advertising firm of the Trust, develop the marketing plan, provide design services as needed, make media buys, and procure promotional items, not to exceed the specified dollar amount of eligible marketing assistance, per the marketing criteria specified. The marketing plan and Marketing Support will specifically promote OKC Will Rogers International Airport, the eligible Air Carrier's brand, and the new route between Oklahoma City and the new destination.

The Air Carrier will need to indicate in its Incentive Application whether the Air Carrier will procure marketing materials or whether the Trust's resources will be used. No funds will be paid to an Air Carrier to reimburse for marketing expenses until the Air Carrier has paid the marketing provider and submits a paid invoice and supporting documentation to the Trust for the incentive-related marketing.

OPERATIONAL CREDITS

Because there are significant operational costs associated with starting New Service and for a New Entrant Passenger Air Carrier or New Entrant Cargo Carriers to start service in a new market, Operational Credits may be given. Depending on whether the service is for cargo or passenger service will determine the type of Operations Credits that are eligible to be given. The Trust will not issue payments for any Operational Credits and credits are non-transferable.

Landing Fee Credit(s):

A Landing Fee Credit is available to New Entrant Passenger Air Carriers for New Service (Domestic or International) for the first six (6) months of operation of a qualifying route for either Regularly Scheduled Service or Seasonal Service. The Landing Fee Credit equals 100% of the Landing Fees owed to the Trust for the route under the UOA. An Incumbent Air Carrier providing new International Services for an Unserved Route for the first time qualified as a New Entrant Passenger Air Carrier. The Landing Fee Credit begins on the date the new route commences. The amount of the Landing Fee Credit is calculated based on Exhibit F-5 and G to the Air Carrier's UOA with the Trust.

New Entrant Cargo Air Carriers receive a Landing Fee Credit equal to 100% of the Landing Fees owed to the Trust under the Air Carrier's UOA for all service at the OKC Airport for the first six (6) months of operations. The Landing Fee Credit begins on the date service commences. The amount of the Landing Fee Credit is calculated based on Exhibit F-5 to the Air Carrier's UOA with the Trust.

Passenger Air Carriers shall provide the Airport's Accounting Department with a separate monthly landing report for each incentivized route during the 6 month period. All Air Carriers will still provide the separate monthly statistical report as required in the Air Carrier's UOA.

If an Air Carrier suspends all service or suspends an incentivized route during the applicable incentive period, the Landing Fee Credit will terminate automatically.

Departure Gate Credit:

A Departure Gate Credit is available to a New Entrant Passenger Air Carrier for New Service (Domestic or International Services). An Incumbent Air Carrier providing new International Services for an Unserved Route for the first time qualified as a New Entrant Passenger Air Carrier. A Departure Gate Credit is available for the first six (6) months of operations. The Departure Gate Credit applies to both Seasonal and Regularly Scheduled Services for passengers. The Departure Gate Credit applies to the use of the passenger boarding bridge, departure gate holdroom space, and the associated apron space for the departure gate. Departure Gate Credits may only be provided for the months the actual service is provided.

If the Air Carrier is a signatory airline utilizing its assigned Preferential Use Departure Gate or a Common Use Departure Gate (Airport Gate or FIS Gate) to operate a qualifying route, the Air Carrier will receive a credit equal to the Preferential Use Per Turn Fee (see F-4 of the UOA) for each use of the gate for the incentivized route.

If the Air Carrier is a non-signatory airline utilizing another Air Carrier's Preferential Use Departure Gate or any Airport retained Common Use Departure Gate (Airport Gate or FIS Gate)

to operate a qualifying route, the Air Carrier will receive a credit for 100% of the Common Use Per Turn Fees (see Exhibit F-4 of the UOA) for each use of the gate on an incentivized route.

If an Air Carrier suspends all service or suspends an incentivized route during the applicable incentive period, the Departure Gate Credit will terminate automatically.

DISQUALIFICATION

As reasonably determined by the Trust, an Air Carrier may be disqualified or dismissed from the Program (both Marketing Support and Operational Credits) upon any of the following events:

- Failure to cure any deficiency in any of its financial or other obligations with and to the Trust within thirty (30) days after notice of such failure,
- Failure to satisfy or maintain the eligibility requirements,
- Reduce the frequency of or discontinue an incentivized route,
- Suspend service at the OKC Airport before the expiration of the incentive period, or
- Failure to fully comply with all the terms, conditions, and requirements of the Program, the Air Carrier's UOA, or Incentive Agreement.

REPAYMENT OF INCENTIVES BY AIR CARRIER

In the event of disqualification of an Air Carrier under this Program or termination of the Air Carrier's Incentive Agreement with the Trust, the Director may require, in the Director's sole and reasonable discretion, that the Air Carrier promptly repay the full amount, or a partial amount, of all Marketing Support and Operational Credits received under the Program and the Trust shall no longer be obligated to provide any further incentives or funding under the Program.

AUDIT

The Trust shall have the right to audit, examine, or copy any records of the Air Carrier pertaining to this Program. The qualifying Air Carrier agrees to make such records available for audit to the Trust at any time requested by the Trust, whether during or after completion of the Program. Such records shall be made available at OKC Airport to the Trust or its authorized representative within five (5) business days of written notice to audit.

If the audit identifies any overpayment in reimbursements or credits applied under the terms of this Program, the qualifying Air Carrier will be responsible for reimbursing the Trust for such overpayment. Any payments due to the Trust, as a result of the audit, will be made within sixty (60) days of notification.

INCENTIVE APPLICATION AND AGREEMENT PROCESS

Any Air Carrier wishing to participate in the Program will be required to submit an Incentive Application (Exhibit A) to the Director of Airports or the Director's designee. Before any incentives are provided to the Air Carrier under this Program, the Air Carrier and the Trust must enter into an Incentive Agreement. Before any support or credits can be given to an Air Carrier, the applicant must:

- Have a fully executed and approved signatory or non-signatory UOA with the Trust to receive any incentives.
- Be current in its financial or other obligations with the Trust to be considered for incentives.

- Complete the Incentive Application with all information regarding the qualifying route and/or Air Carrier, including the start and ending service dates, aircraft type and landing weight, number of seats per aircraft, weekly frequencies, and flight schedule for the route. The Director will determine an routes eligible for support under this Program.
- A copy of the Incentive Agreement is attached here as Exhibit B and is non-negotiable. The Agreement must be approved by both parties.

ADDITIONAL REQUIREMENTS

- In no event will any incentive exceed the periods of time identified herein for each qualifying Air Carrier or as otherwise required by the Federal Aviation Administration.
- Subject applicable rules and regulations, the Trust reserves the discretion to terminate or modify the Program at any time subject to the fulfillment of any previously approved Incentive Applications prior to the termination or modification date unless the legality of any such commitment is in violation of any local, federal or state statute, rule or regulation.
- The costs associated with this Program will not be included in the rate base for airlines operating at the OKC Airport.
- The Program will be available to all similarly situated Air Carriers whether operating at OKC Airport as a signatory or non-signatory airline, provided that the Air Carrier has a UOA with the Trust.
- In the event of notice to the Air Carrier by the Director of Airports of the Air Carrier's default of the Incentive Agreement with the Trust, the Marketing Support and Operational Credits may be suspended within thirty (30) days from such notice at the election of the Director of Airports until the Air Carrier corrects the specified default.
- All questions regarding the Program should be directed to either the Public Information and Marketing Manager for the Department of Airports or the Director of Airports, 7100 Terminal Drive, Unit 937, Oklahoma City, OK 73159-0937, 405-316-3200.

EXHIBIT A

Air Carrier Incentive Program Application for OKC

Air Carrier: _____	Date: _____
New Entrant? ____ Yes ____ No	Date Last Operated at OKC Airport: _____
Individual Submitting Application: _____	Title: _____
Phone Number: _____	Email: _____
Mailing Address: _____	City/State/Zip: _____
Authorizing Signature: _____	
Incentives Requested: _____	
Airline Agency to Provide Marketing: <input type="checkbox"/>	Passenger Service: <input type="checkbox"/>
Trust to Provide Marketing: <input type="checkbox"/>	Cargo Service: <input type="checkbox"/>

Nonstop Destination(s): _____

Effective Date of Service*	Year Round	If Seasonal, Start and End Date of Season	Aircraft Type & Landed Weight	Number of Seats per Aircraft	Days Per Week	Arrival Flight # & Time

*Only flights meeting the terms of the OKC Airport Air Carrier Incentive Program

FOR OKC AIRPORT USE:	
Evaluated By: _____	Date: _____
Comments: _____ _____	
Approved: _____	Rejected: _____
Signed By: _____	Date: _____
Director of Airports	

EXHIBIT B

AIR CARRIER INCENTIVE AGREEMENT

This Air Carrier Incentive Agreement (“Incentive Agreement”) is made and entered into by and between the Oklahoma City Airport Trust (“Trust”), and _____, (“Air Carrier”), and is effective as of _____, 20__ (“Effective Date”),

W I T N E S S E T H:

WHEREAS, the Trust leases, operates, and maintains the OKC Will Rogers International Airport (“Airport”) located in Oklahoma County, Oklahoma for the sole benefit of the City of Oklahoma City (“City”); and

WHEREAS, Air Carrier is engaged in the business of air transportation of ____ passengers and their property and baggage or ____ cargo and desires to provide New Service at the Airport as provided for herein; and

WHEREAS, the Trust adopted an Air Carrier Incentive Program with an effective date of September 1, 2025 (“Program”) to increase the number of nonstop passenger service routes for domestic and international travel from OKC and to attract and support New Entrant Passenger and Cargo Air Carriers into the OKC market; and

WHEREAS, the Federal Aviation Administration (“FAA”) allows airports to use its revenues to provide incentives, not subsidies, to airlines to promote air travel through air service incentives and for new entrants; and

WHEREAS, under the terms of the Trust’s Program, the Trust will provide support and incentives described herein to Air Carrier provided the Air Carrier meets its obligations provided herein and as stated in the Program.

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants, agreements, and recitals hereinafter set forth, Trust and Air Carrier agree as follows, to wit:

1. DEFINITIONS

Except as otherwise clearly indicated by the context herein, the words and phrases defined in the Program shall apply to this Incentive Agreement and if not defined in the Program, then it shall have the meaning provided in the Air Carrier’s Use and Operations Agreement (“UOA”) that the Air Carrier has entered into with the Trust.

2. PROGRAM

The Trust has adopted its Program and Air Carrier agrees to be bound by all terms, provisions, and conditions in the Program as published on the Airport’s website, flyokc.com, and incorporated herein by reference. All Marketing Support and Operational Credits provided herein are subject to Air Carrier’s full compliance with the Program. The parties agree to incorporate the Program herein by reference.

3. ELIGIBILITY

To be eligible to participate or receive any support under the Program and this Incentive Agreement, Air Carrier agrees and understands that it must have a UOA either as a Signatory Airline, Non-Signatory Airline, or as a Air Cargo Carrier with the Trust and be in good standing under its UOA. Further, Air Carrier understands that Air Carrier must operate the Incentivized Route(s) for the frequency, term, and duration identified in Paragraph 4 unless otherwise agreed to by the parties. The parties agree to adopt the Air Carrier's UOA herein by reference.

4. INCENTIVIZED ROUTE(S)

The following route(s) will receive support under the Program ("Incentivized Route(s)") as further identified in this Agreement:

Pair Cities/ Airport Code	Start and End Dates	No. Days Per Week	Seasonal (S) or Regularly Scheduled (RS)	Domestic (D) or International (I)	Incumbent or New Entrant Air Carrier	Unserved or Preexisting Route
OKC -						

5. MARKETING SUPPORT

Marketing Support is available for New Service to Unserved Routes for Seasonal or Regularly Scheduled Services, or as support for a New Entrant Passenger Air Carrier when serving the OKC market for the first time for Domestic or International Service; provided however, an Incumbent Air Carrier who previously only provided Domestic Service may receive support as a New Entrant Passenger Air Carrier when providing International Service for the first time. The Trust shall only provide Marketing Support as provided herein. Marketing Support is not available for cargo services. All marketing campaigns must comply with the requirements of the Program.

The Trust agrees to provide the following in Marketing Support to the Air Carrier for the Incentivized Route(s):

	Maximum	OKC- _____	OKC- _____	OKC- _____
<u>DOMESTIC:</u>				
New Entrant Seasonal Service	\$20,000			
New Entrant Regularly Scheduled Service	\$50,000			
Seasonal (1-2 times weekly)	\$25,000			
Seasonal (3 or more times weekly)	\$25,000			
Reg. Scheduled (1-3 times weekly)	\$50,000			
Reg. Scheduled (4 or more times weekly)	\$75,000			
TOTAL DOMESTIC*				
<u>INTERNATIONAL:</u>				
New Entrant Seasonal Service	\$20,000			
New Entrant Regularly Scheduled Service	\$50,000			
Seasonal (1 or more times weekly)	\$75,000			
Reg. Scheduled (1-4 times weekly)	\$85,000			
Reg. Scheduled (5-7 times weekly)	\$100,000			
TOTAL INTERNATIONAL**				

*Combined total cannot exceed \$175,000 for all domestic Incentivized Routes/New Entrant Fees.

**Combined total cannot exceed \$200,000 for all international Incentivized Routes/New Entrant/Fees.

Should the Air Carrier decrease the frequency of the Incentivized Route below levels indicated in Paragraph 4, the Air Carrier may be asked to refund the difference in Marketing Support for the decrease in frequency or any remaining unspent Marketing Support may be reduced or terminated at the discretion of the Trust.

Likewise, if the Air Carrier leaves or discontinues the route receiving Marketing Support during the first six (6) months of operations, any remaining marketing funds will cease to be available or may be subject to repayment in accordance with this Program.

Check which applies:

_____ Air Carrier elects to provide its own marketing, through either its out-of-house or in-house marketing, in accordance with the Program for the Incentivized Route(s) subject to reimbursement from the Trust.

_____ Air Carrier elects to have the Airport's Marketing staff or the Trust's outside advertising firm develop the marketing plan, make media buys, and procure promotional items in accordance with the Program subject to Air Carrier's approval.

6. LANDING FEE CREDIT

In accordance with the Program, the following routes will receive a Landing Fee Credit for six (6) months equal to 100% of the Landed Weight for the aircraft actually flown for the New Service on an Incentivized Route beginning on the date the Incentivized Route(s) commence services:

OKC - _____

OKC - _____

OKC - _____

If Air Carrier suspends all service or suspends an incentivized route during the applicable six (6) month incentive period, the Landing Fee Credit will terminate automatically.

7. DEPARTURE GATE CREDIT

In accordance with the Program, the following routes will receive a Departure Gate Credit for six (6) months equal to 100% of the Preferential Per Turn Fee or Common Use Per Turn Fee depending on whether Air Carrier is a Signatory or Non-Signatory Airline for six (6) months beginning on the date the Incentivized Route(s) commence services:

OKC - _____

OKC - _____

OKC - _____

If Air Carrier suspends all service or suspends an incentivized route during the applicable six (6) month incentive period, the Departure Gate Credit will terminate automatically.

8. AUDIT

Air Carrier agrees that the Trust shall have the right to audit, examine, copy, or extract any records pertaining to this Incentive Agreement or the Program. Air Carrier agrees to make such records available for audit to the Trust at any time requested by the Trust, whether during or after completion of the Program. Such records shall be made available at the OKC Airport to the Trust or its authorized representative within five (5) business days of written notice of the audit unless otherwise agreed to by the parties.

9. TERMINATION AND DISQUALIFICATION

Air Carrier agrees and understands that this Agreement may be terminated and/or the Air Carrier disqualified from receiving any support for its noncompliance with this Agreement, the UOA, or this Program. Termination of this Agreement, any incentives, or the disqualification of Air Carrier shall occur as set forth in the Program.

10. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Air Carrier agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Air Carrier transfers its obligation to another, the transferee is obligated in the same manner as the Air Carrier. The above provision obligates the Air Carrier for the period during which the property is owned, used or possessed by the Air Carrier and the Trust remains obligated to the Federal Aviation Administration.

11. CIVIL RIGHTS TITLE VI ASSURANCE

A. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Incentive Agreement, the Air Carrier, for itself, its assignees, and successors in interest, agrees as follows:

i. Compliance with Regulation

The Air Carrier (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Incentive Agreement.

ii. Nondiscrimination

The Air Carrier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Air Carrier will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Air Carrier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Air Carrier of the Air Carrier's obligations under this Incentive Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

iv. Information and Reports

The Air Carrier will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of an Air Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Air Carrier will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance

In the event of an Air Carrier's noncompliance with the nondiscrimination provisions of this Incentive Agreement, the Trust will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding any payments to the Air Carrier under the Incentive Agreement until the Air Carrier complies; and/or
- b. Cancelling, terminating, or suspending an Incentive Agreement, in whole or in part.

vi. Incorporation of Provisions

The Air Carrier will include the provisions of Paragraph 9A, subparagraphs i. through vi. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Air Carrier will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Air Carrier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Air Carrier may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Air Carrier may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Incentive Agreement, the Air Carrier, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*).

12. **OTHER TERMS AND CONDITIONS**

A. Reserved Rights

1. In no event will any incentive exceed the periods of time identified within the Program or as otherwise required by the Federal Aviation Administration.
2. The Trust reserves the discretion to terminate or modify the Program at any time subject to the fulfillment of any previously approved Incentive Agreement prior to the termination or modification date unless the legality of any such commitment is in violation of any local, federal or state statute, rule or regulation.
3. The costs associated with the Program will not be included in the rate base for airlines operating at the OKC Airport.
4. The Program will be available to all similarly situated Air Carriers whether operating at the OKC Airport as a Signatory or Non-Signatory airline, provided that the Air Carrier has a UOA with the Trust.

B. Notices

Notices to Trust or Air Carrier shall be pursuant to the notice provisions contained in the Air Carrier’s UOA with the Trust.

C. Non-Waiver

The waiver by Trust of any breach of the Air Carrier of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

D. Binding Effect

This Incentive Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

E. Severability

In the event any terms, covenants, conditions, or provisions of this Incentive Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.

F. Entire Agreement; Modification Hereof

This Incentive Agreement expresses the entire understanding of Trust and the Air Carrier concerning the Incentive Agreement at the Airport and all agreements of the Trust and of Air Carrier with each other, and neither Trust nor Air Carrier has made or shall be bound by any agreement or any representation to the other concerning the Incentive Agreement which is not expressly set forth in this Incentive Agreement (including the Exhibits hereto). This Incentive Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Trust and Air Carrier.

G. Execution of Counterparts

This Incentive Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Incentive Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Incentive Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

I. Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Incentive Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Incentive Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Incentive Agreement.

J. Construction and Enforcement

This Incentive Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Incentive Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

K. Recitals Contractual in Nature

The parties acknowledge and agree that the recitals as contained hereinabove in this Incentive Agreement are contractual in nature and binding on the parties.

L. Conflicts

If there is a conflict between any provision of this Agreement and either the Program or the UOA, the Program shall govern.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Incentive Agreement as of the Effective Date stated above

_____, AIR
CARRIER

Signature

Printed Name

Title

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this _____ day of _____, 2025.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST

Trust Secretary

Chairman

APPROVED by The City of Oklahoma City and signed by the Mayor this _____ day of _____, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

REVIEWED for form and legality.

Assistant Municipal Counselor /
Attorney for the Trust