

## COMMERCIAL AVIATION LEASE AGREEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF MATAGORDA       §

This Airport Lease Agreement (“Agreement”) is hereby made and entered into effective as of September 1, 2024 (the “Effective Date”), by and between the City of Bay City (“Lessor”), a Texas home-rule municipality, and Williams Field Services - Gulf Coast Company, LLC, a Delaware limited liability company (“Lessee”). For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a “party” and collectively as “parties.”

### W I T N E S S E T H

WHEREAS, Lessor owns the Bay City Regional Airport located in the Bay City, Matagorda County, Texas with a street address of 3598 FM 2540 N, Bay City, TX 77414 (the “Airport”);

WHEREAS, Lessor desires to lease the Premises (as defined in Section 1.1) located at the Airport to Lessee for aviation business purposes, as further described on Exhibit A attached hereto and incorporated herein (the "Premises");

WHEREAS, Lessee desires to lease the Premises from Lessor in accordance with the terms and conditions expressed in this Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties as expressed in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

### SECTION 1. LEASED AREA.

1.1 Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, and subject to the terms, conditions and considerations stated herein, does hereby lease to Lessee and Lessee does hereby accept from Lessor the following premises (“the Premises”), located at the Airport:

- a) That certain area known as the terminal office, which includes 24-hour access, keypad entry, and private bathroom facilities with access restricted to Lessee’s employees, contractors and agents as well as authorized Lessor employees only;
- b) Parking area in front of office building and parking lot across Airport Road with 2 reserved spots adjacent to the terminal office as depicted on Exhibit A and 24-hour camera security;
- c) Aircraft tie down area with 4-point tie down located in the East corner of the RAMP, 53’ from the Southeast edge of the pavement and extending to the Southeast up to 83’;

- d) Non- exclusive use of the Water Wash Rack System with appropriate waste water containment;
- e) End cap storage space;
- f) Non-exclusive use of common areas within the Airport;
- g) 5546 square feet of the Main Hangar.

## SECTION 2. TERM.

2.1 The primary term of this Lease shall be for a period of five (5) years (the "Primary Term") commencing on the Effective Date, unless sooner terminated in accordance with the provisions of this Lease. At the end of the Lease term, Lessor and Lessee will have an option to extend the term of this Lease for one (1) additional five (5) year term (renewal term) and followed by five (5) additional one-year terms (the "Extended Terms") The Primary Term together with the Extended Term, if any, is hereinafter referred to as the "Term".

2.2 Lessee will have the option to terminate this Lease at any time after two (2) years into the Term without incurring a penalty or fee and without being responsible for Rent after the effective date of such termination. Lessee may exercise this option by providing Lessor with thirty (30) days' notice.

2.3 Lessee agrees that upon the expiration or termination of this Lease, any fixtures or permanent improvements attached to and located on the Premises shall become the property of Lessor.

2.4 Any holding over by Lessee after the expiration or termination of this Lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a tenant at will of Lessor and shall pay to Lessor a sum equal to one hundred fifty percent (150%) of the calculated daily Rent in effect on the last day prior to termination of the Lease for each day Lessee occupies the premises after such termination. In addition, Lessor retains all rights allowable by law and equity to remove Lessee from the premises and recover damages therefrom.

2.5 In the event that the Premises are abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to re-let the premises for the remainder of the Term. If the payments received through such re-letting are less than the Rent provided for herein for such periods, Lessee shall pay the deficiency between the Rent for such periods and the payments received through re-letting; provided that such payments for re-letting are at a fair market rate.

## SECTION 3. CONSIDERATION.

3.1 As consideration for the lease of the Premises, Lessee agrees to pay the following in monthly installments (collectively, the "Base Rent"):

- a) Terminal Office - \$650.29 dollars per month which is equivalent to \$7,803.48 per year.

- b) Utility Fee - \$304.00 dollars per month, which is equivalent to \$3,648.00 per year ("Utility Fee"). The Utility Fee payment includes all utility fees (power, water, sewer, garbage collection and disposal of water wash rack wastes.)
- c) End Cap Storage - \$80.00 per month, which is equivalent to \$960.00 per year.
- d) Helicopter Tie Down - \$400.00 per month, which is equivalent to \$4,800.00 per year.
- e) Main Hangar - \$1,848.67 dollars per month, which is equivalent to \$22,184.04 per year.
- f) Total annual payment \$39,395.52, Monthly installments of \$3,282.96.

3.2 Lessee shall have the option to lease additional main hangar space at the rate set by the city council for the type of aircraft in the airport fee schedule. Currently the rate is \$100.00 per night, subject to availability of space. In addition, Lessee promises and agrees to pay Lessor a helicopter tie down fee calculated at a rate of \$400.00 dollars per month/per helicopter for each helicopter which is stored at the Airport, but outside the Premises. Amounts for additional hangar space and helicopter tie-down shall be payable as additional rent (collectively, the "Additional Rent").

3.3 Base Rent shall be payable in monthly installments on or before each month of the Term with the first such installment being due within five (5) business days of the Effective Date. Additional Rent, if any shall be due and payable at the same time as the next scheduled payment of Base Rent. All Base Rent and Additional Rent (collectively, the "Rent") shall be paid as the same become due, by mail or delivery to the Airport Office, Attn: Airport Manager, 3598 FM 2540 North, Bay City, Texas 77414. Rent includes all related utility fees and routine maintenance of all facilities.

3.4 In the event Lessee fails to remit Rent when the same is due, and such payments remain unpaid for ten (10) days after the date due, a late payment fee of \$50.00 shall be charged to Lessee. Failure to pay Rent or any late payments as provided for in this Lease for a period of thirty (30) days after the date said payment is due will be considered a condition of default.

3.5 The Base Rent and other fees may be adjusted upwards or downwards on October 1<sup>st</sup> of any year during the Term (after the first year of the Term) by the City, which date is the beginning of the City's fiscal year. Said change shall not be arbitrary and is intended to be the "market rate" for the same or similar as other regional airports, taking into consideration its location. In no event, however, will the Base Rent and other fees be adjusted upwards in excess of five percent (5%) in a given fiscal year. The rate adjustment shall be applicable to all same or similar leases. Notice of any change shall be given to Lessee in writing of any change on or before October 1<sup>st</sup> of each year. If no notice is given, the Base Rent and other fees have not changed. If notice is given, Lessee may object to said change and terminate the lease with 90 days' notice to City (or upon 30 days' notice at any time after two (2) years into the Term). Base rent and fees for Lessee during the 90-day period shall be at rates previously agreed upon and paid by Lessee.

## SECTION 4. COVENANTS AND CONDITIONS

4.1 Lessee covenants and agrees that it will use the Premises solely for office, aviation businesses and aviation business related purposes as required by Chapter 18 Aviation, of Lessor's Code of Ordinances which can be found at the following link: [https://www.municode.com/library/tx/bay\\_city/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH18AV](https://www.municode.com/library/tx/bay_city/codes/code_of_ordinances?nodeId=PTIICOOR_CH18AV), unless Lessee obtains a written permit from City Council and the State of Texas approving a commercial use that is different from the permitted uses and purposes described in this paragraph. Lessee shall have exclusive right to occupy the Premises and to use the Premises for the uses and purposes described in this paragraph as long as Lessor has not terminated the Lease due to Lessee being in default of this Lease.

4.2 Lessee shall maintain the Premises and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and in a safe, neat, sightly and good physical condition; provided that, in no event shall Lessee be required to make any capital improvements or repairs to the Premises and Lessor shall remain responsible for all routine maintenance, the roof, floors, walls, HVAC and all major building systems. Lessee shall repair all damages to the Premises and equipment located thereon caused by its employees, patrons, or its operation thereon.

4.3 Lessee agrees that in the event it shall become necessary to make changes to the plumbing, wiring or similar installations on the Premises due to Lessee's use thereof, Lessee will make such changes and installations at its sole cost and expense, subject to Lessor's approval, and such changes shall be made in accordance with all applicable federal, state and municipal laws and regulations (collectively, "Applicable Laws"). Lessor represents and warrants that the Premises will be in accordance with all Applicable Laws on the Effective Date.

4.4 If either party fails to undertake its maintenance obligations hereunder within ten (10) days after receipt of the other party's notice, then such party shall have the right to perform such maintenance for the non-performing party at the non-performing party's expense.

4.5 Lessee shall use the provided garbage dumpsters for the handling and disposal of all trash, garbage and other refuse caused or created as a result of the operation of its business. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises shall not be permitted.

4.6 Lessee shall provide on the Premises at least two (2) 30-gallon trash cans with lids to be used for their own use.

4.7 Lessee shall ensure the Premises is free of all foreign object debris (FOD) and lose objects on the ground.

4.8 Lessee shall provide aircraft tug(s) and tow bar(s) or tow platform(s) sufficient for the moving of their aircraft. All tugs shall display a flashing, rotating, or steady light(s) as per Chapter 18 Division 2 – Operations, Sec. 18-131-Ground Operations E.

4.9 Lessee will be allowed to place signage on the Premises as specified in Lessor's Zoning Ordinances, as amended. Detached signs and flashing lighted signs are strictly prohibited. Should Lessor allow other lessees of premises at the Airport to place larger or different types of signs on their property, Lessee shall be allowed to place signs of equivalent sizes and types on the Premises as is fair and equitable.

4.10 Lessee covenants and agrees to comply with all Applicable Laws, all rules and regulations of the Police, Fire and Health Departments, all rules and regulations established by Lessor for the operation of the Airport as such laws, rules and regulations currently exist or may hereafter be amended or adopted; provided that such rules and regulations established by Lessor for the Airport shall apply to all users of the Airport and shall not discriminate against Lessee's use thereof. It is understood and agreed that if Lessor gives notice to Lessee of any such violation on the part of Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately cease and desist from such violations, and take all necessary steps to ensure that such violation is corrected and that such violation does not reoccur.

4.11 Lessee shall, at its own risk, cost and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the Premises.

4.12 Lessor reserves the right to contract with any other person or business which might be in direct or indirect competition with Lessee. It is understood that this Lease does not in any way grant exclusive right to Lessee to perform any aeronautical function at the Airport, including, but not limited to, aircraft maintenance or repair.

4.13 Lessee shall comply with all applicable Federal Aviation Administration and Texas Department of Transportation rules and regulations. All activities of Lessee shall be conducted so as not to interfere with other Airport traffic, including, but not limited to, runway(s), taxiways, ramps, aprons and fueling points.

4.14 Lessee will be provided with either a code or device for the purpose of obtaining access to the Premises. Lessee shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager.

4.15 Except for the Lessee's parking rights described in Section 1.1(b), Lessee shall require and enforce all employees, agents, and/or customers to park in the public parking lot of the Airport. Lessee shall not allow any motor vehicles to park in prohibited spaces, on the grass or to block or interfere with other motor vehicles.

4.16 Lessee shall not block the entrance to the main hangar. Lessee shall not park or store aircraft in such a manner as to block access to non-leased areas.

4.17 Lessee shall lock and secure the Premises each time the area will not be occupied at any length of time.

4.18 Lessee shall have the right to install tool cages and necessary containment apparatuses as necessary to protect their equipment, tools, and materials. Lessee shall ensure that the height and placement does not interfere with the ingress or egress of aircraft outside the Premises.

#### SECTION 5. INDEPENDENT CONTRACTOR.

5.1 It is expressly understood and agreed: (a) that Lessee shall operate hereunder as an independent contractor as to all rights and privileges granted herein and not as an agent, representative or employee of Lessor; (b) that Lessee shall have exclusive control of and the exclusive right to control the details of its operations on the Premises and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, or subcontractors; (c) that the doctrine of respondent superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and (d) that nothing herein shall be construed as creating a relationship of employer-employee, principal-agent, partner or joint venture or enterprise or any such similar relationship between Lessor and Lessee.

#### SECTION 6. INDEMNIFICATION.

6.1 Lessee agrees to indemnify and hold harmless the Lessor and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon negligent acts or omissions arising out of Lessee's occupancy of the Premises or use of the Airport and/or activities conducted in connection with this Lease except to the extent caused by the negligent acts or omissions of Lessor and its agents, employees and representatives. Such indemnification shall include, but is not limited to, acts or omissions on the part of Lessee's contractors, subcontractors, and sub-lessee. Lessee shall also indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Premises demised hereunder arising as a result of Lessee's conduct or activity.

Lessee's indemnity obligations extend to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity Provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitutional claims, or otherwise.

Lessor assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to defects or conditions which may now exist or which may hereafter arise upon the Premises except to the extent that such defects or conditions are due to the negligence of Lessor, its employees or agents or the failure of Lessor to comply with the provisions of this Lease.

It is expressly understood and agreed that Lessor shall not be liable or responsible for the negligence of Lessee, its agents, servants, employees and customers. Lessee further agrees that Lessee shall at all times exercise reasonable precautions for the safety of, and shall be solely responsible for the safety of Lessee's agents, representatives, employees, members, patrons, visitors, contractors and subcontractors (if any), and/or sub-lessee, and other persons, as well as

for the protection of supplies and equipment and the property of Lessee or other persons. Lessee further agrees to comply with all applicable provisions of Federal, State, and municipal safety laws, regulations, and ordinances.

6.2 Lessor shall in no way be responsible for any property belonging to Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees which may be stolen, destroyed or in any way damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims.

## SECTION 7. INSURANCE.

7.1 As a condition precedent to Lessee's right to operate at the Airport, Lessee shall continuously maintain in effect during the term of this Lease and any extension thereof, at Lessee's expense, the following insurance coverage:

- a) Comprehensive General (Public) Liability Insurance covering the Leased Premises, the Lessee, and Lessee's activities at the Airport. Liability insurance limits shall be in the following minimum amounts: Bodily Injury, including Death and Property Damage: \$1,000,000 combined single limit coverage, on a per occurrence or claims made basis/\$1,000,000 aggregate limit. The required insurance coverage can be satisfied by Lessee in-whole or in-part with insurance, self-insurance, or any combination thereof.
- b) Aircraft Liability to cover all flight operations of Lessee.
- c) Fire and extended coverage to cover 80% of the full replacement value for all facilities erected by Lessee during this Lease. This coverage shall include for theft, vandalism, malicious mischief, as well as damages caused from weather conditions, acts of God, etc.

7.2 All policies shall name the Lessor as an additional insured and provide for a minimum of thirty (30) days written notice to the Lessor prior to the effective date of any cancellation, material change, or lapse of such policies. Notwithstanding other provisions herein contained, Lessor may cancel this Lease with notice to Lessee should Lessee's insurance lapse for a period of thirty (30) days or more. Lessor may elect to reinstate and revive such Lease after such insurance obligation is cured by Lessee. Lessor shall be listed as a Certificate Holder on Lessee's insurance and shall receive notification of any lapse.

7.3 Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the Lessor.

## SECTION 8. ENVIRONMENTAL PROVISIONS.

8.1 Lessee agrees to properly position and tie down the aircraft and property on the Premises and to adequately collect excessive amounts of oil or other fluids which may drip or leak from such aircraft or property.

8.2 Lessee agrees to properly store, collect and dispose of all chemicals and chemical residues, and petroleum products and residues, including oil and gas samples; to properly store, confine, collect and dispose of all paint, including paint spray in the atmosphere, and paint products; and to comply with all local, state and federal regulations governing the storage, handling or disposal of such chemicals, petroleum products and paints. In the event of any accident or spillage by Lessee of any petroleum product, chemical, toxic compound, Hazardous Materials (as defined below) on or at the Premises, Lessee shall comply with all federal, state and local laws, rules, and regulations pertaining thereto, including notification of proper authorities, safety of all persons potentially affected, evacuation of the Premises, if necessary, clean-up and disposal. Additionally, Lessee shall be solely responsible for all costs associated with any spillage of any such compounds or wastes on or at the Premises, and for the clean-up and disposal of any such compounds, including Hazardous Materials, on the Premises, in accordance with applicable laws, rules and regulations.

8.3 Lessee agrees to comply with all Environmental Requirements (as defined below) regarding the conduct of Lessee's business on the Premises.

8.4 As used in Section 8, the following terms have the meanings set forth below:

"Hazardous Materials" shall mean any substance which is or contains (a) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to CERCLA; (c) any substance regulated by the Toxic Substance Control Act (15 U.S.C. §525 et seq.); (d) asbestos and asbestos containing material, in any form, whether friable or non-friable; (e) polychlorinated biphenyls; (f) radon gas; and (g) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall also include, without limitation, any substance, the presence of which on the Premises: (i) requires reporting, investigation or remediation under Environmental Requirements; (ii) causes or threatens to cause a nuisance on the Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Premises or adjacent property; or (iii) which, if emanated or migrated from the Premises, could constitute trespass.

"Environmental Requirements" shall mean all laws ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted,



promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivision in which the Premises is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water ground water or land or soil).

8.5 Lessee agrees to provide company protocol regarding the safe handling, storing and transporting of oil and gas samples collected and transported by Lessee.

8.6 Lessee acknowledges and agrees that the sale of oil, aviation fuels or any other type of fuel by Lessee is prohibited on the Premises.

#### SECTION 9. NO ASSIGNMENT.

9.1 Lessee shall not have the right to sublet or assign all or any part of its rights, privileges or duties under this Lease. Notwithstanding the foregoing, Lessee shall not require Lessor's consent to any sublease or assignment of this Lease to one of its affiliates, so long as affiliate is engaged in aviation services. Lessor expressly consents to the use of the Premises by any entity providing aviation services to Lessee.

#### SECTION 10. INSPECTION.

10.1 Upon reasonable notice, Lessor shall have the right to enter the Premises for inspection at reasonable times during normal business hours.

#### SECTION 11. DEFAULT.

11.1 Each of the following shall constitute an event of default by Lessee:

- A. Lessee shall fail to pay any Rent as provided for in this Lease and such failure shall continue for a period of thirty (30) days after the date said payment is due.
- B. Lessee neglects or fails to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed or any way observed, other than non-payment of Rent, and if such neglect or failure should continue for a period of thirty (30) days after delivery to Lessee of written notice of such neglect or failure.

11.2 In the event of failure to pay Rent after receiving notice of an event of default by Lessor, as well as any curative period, Lessor will have the option to:

- A. Terminate this Lease, resume possession of the Premises and recover immediately from Lessee the amount, if any, that the Rent exceeds the fair rental value of the Premises for the remainder of the Term, reduced to present worth; or

- B. Resume possession and re-let the property for the remainder of the Term for the account of Lessee and recover any outstanding amounts at the end of the Term or at the time each payment of Rent comes due under this Lease, whichever Lessor may choose.

11.3 If either party fails to perform or breaches any provision of this Lease, and after giving 30 days' written notice the failure or breach continues for ten (10) days after said written notice specifying the required performance has been given to the party failing to perform, either:

- A. The party giving notice may institute action in court to terminate this Lease or to require the other party to complete performance of the Lease; or
- B. The party may, after thirty (30) days written notice to the other, comply with the Lease and correct any failure or breach, with the costs of the compliance payable on demand to the other party.

#### SECTION 12. TERMINATION.

12.1 Lessee agrees and covenants that it will, at the end of the Term or upon the earlier termination of this Lease pursuant to the provisions hereof, peaceably deliver up unto Lessor the Premises and all appurtenances or improvements thereon in a good state of repair, ordinary wear and tear excepted, and vacant, unencumbered and in good and tenantable condition.

#### SECTION 13. ATTORNEY'S FEES AND COSTS

13.1 The prevailing party in any action arising between Lessor and Lessee under this Lease shall be entitled to its reasonable attorney fees and costs.

#### SECTION 14. NOTICE.

14.1 Any notice required by this Lease to be sent to Lessor shall be sufficient if hand delivered sent by registered mail, postage prepaid, addressed to: James Mason Airport Manager, 3598 FM 2540 North, Bay City, Texas, 77414. Any notice required by this Agreement to be sent to Lessee shall be sufficient if sent by registered mail, postage prepaid, addressed to Williams Field Services – Gulf Coast Company, LLC, P.O. Box 316, 4367 CR 403, Markham, TX 77456, Attn: Operations Manager, with a copy to Williams Field Services – Gulf Coast Company, LLC, One Williams Center, 720 NE, Tulsa, Oklahoma 74172, Attn: Mgr-Facilities, Corporate Real Estate, or to such other address as the parties may designate to each other in writing from time to time.

#### SECTION 15. GOVERNING LAW AND VENUE.

15.1 This Lease shall be enforceable and construed under the laws of the State of Texas and venue for any action brought to interpret or enforce this agreement shall lie in a court that has jurisdiction in Matagorda County, Texas.

#### SECTION 16. SOVEREIGN IMMUNITY.

16.1 Nothing in this lease is intended to or shall have the effect of waiving any privileges or immunities afforded the Lessor under the laws of the State of Texas including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the Lessor retains all such privileges and immunities afforded under such laws.

#### SECTION 17. MISCELLANEOUS PROVISIONS

17.1 This Lease and any attachments or Exhibits hereto constitute the entire agreement by the parties hereto concerning the lease of the Premises. Any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void. Any change or modification hereof shall be in writing signed by both parties.

17.2 The “Section” captions and heading are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

17.3 The parties to this Lease hereby acknowledge and agree that they have the power, right, and authority to enter into this Lease.

17.4 If any section, paragraph, sentence, or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

17.5 The Lessor shall not be required to perform any term, condition, or covenant in the Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, actions of the State or Federal government and any other cause not reasonably within the control of the Lessor.

17.6 Lessee shall pay to Lessor the standard commercial rate for fuel, plus all federal state and local taxes, if applicable. If there are any provisions existing for any type of tax exemptions, the burden shall be on the Lessee to provide any and all documents for such exemption.

17.7 Lessee shall at their own expense have the Terminal Office cleaned once weekly by a reputable and licensed cleaning service.

17.8 Lessee shall pay Lessor \$100.00 per year for pest control by a licensed and bonded pest control company for the area known as the Terminal Office.

17.9 Notwithstanding anything to the contrary in the Commercial Aviation Lease Agreement dated February 11, 2020, between Lessor and Lessee (the “Original Lease”), Lessor and Lessee acknowledge and agree that the Original Lease shall be terminated as of the Effective Date of this Agreement, and neither Lessor nor Lessee shall have any liability or obligation arising out of or related to the Original Lease after the Effective Date of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Bay City, Texas

Williams Field Services – Gulf Coast Company, L.P.

BY: \_\_\_\_\_  
Robert Nelson, Mayor

BY: Williams Field Services Company, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney  
Roberts, Odefey, Witte & Wall, LLP Attorneys At Law