DEVELOPMENT OPPORTUNITY PROPOSAL REQUEST
Belt Line Rd. & Rental Car Dr. / Valley View Ln Development Sites

Introduction and Overview:

The Dallas Fort Worth International Airport's Commercial Development Department is requesting Proposals from firms interested in the opportunity to negotiate and develop two parcels, one on Belt Line Rd. and the second at Rental Car Dr. / Valley View Ln, for the highest and best uses, which may include industrial, logistics flex, office, or aviation-related use (without direct airfield access), but will not include mixed retail or recreational uses at the airport. This Development Opportunity is intended to provide market participants with an opportunity to submit a Proposal for selection to negotiate, lease, and develop two separate parcels of vacant DFW Airport property, totaling a combined estimated 64 acres in the center of the Metroplex. The Belt Line Rd. site (+/- 27 acres) is located near the DART Belt Line Station on North Belt Line Rd. The Rental Car Dr. / Valley View Ln site (+/-37 acres) is located off of Valley View Ln and Rental Car Dr. A location map is below with a more detailed location plan shown in **Exhibits A-1 and A-2.** The Development Opportunity outlines several factors and criteria that will be reviewed by DFW Airport; interested development companies should provide detailed Proposals in accordance with the information contained in this document for further consideration.



Notice Intent to Respond and Proposal Submission:

Notice of Intent to Respond:

All Developers that intend to respond to this Development Opportunity must submit a Notice of Intent to Respond no later than **July 9, 2024, 11:59 P.M. (CDT)**. The Notice of Intent to Participate will assist the Airport with tracking all firms that are participating in the Development Opportunity and allow the Airport to send any critical updates or other information out to all participating Developers. If a Developer has not provided the Notice of Intent to Respond by the above date and time, the Developer will not be permitted to submit a Proposal. The Notice of Intent to Respond must be sent to DFWdevelopmentopportunity@dfwairport.com and contain the following information:

- Developer name
- Contact information, including:
  - Name
  - Title
  - Phone
  - Email
- Statement indicating intent to submit a Proposal and to execute ground lease(s) for the proposed development if selected.

Proposal Submission:

All Proposals must be submitted by **August 23, 2024, 11:59 P.M. (CDT)**

Submissions must be uploaded to the Citrix Share File System in PDF format. Only Developers that provide a Notice of Intent to Respond, as outlined above, will be provided a unique Citrix Share file folder link to submit Proposals.

No hardcopy submittals will be accepted. Proposals by email, telegram, telephone, facsimile, or handwritten Proposals will not be accepted for consideration.

Commercial Development Email Contact:

All questions, clarifications, or requests for additional information must be sent to the following email address and made prior to the deadline set forth in the schedule contained herein:

DFWdevelopmentopportunity@dfwairport.com

TABLE OF CONTENTS

Contents

I. DEFINITIONS 4
II. CONTACT INFORMATION 4
III. ADDENDA AND CLARIFICATIONS 4
IV. DEVELOPER SELECTION 5
V. REJECTION OF PROPOSALS 5
VI. WITHDRAWING PROPOSALS 5
VII. SUBMISSION AND SCHEDULE OF EVENTS 5
VIII. EVALUATION OVERVIEW AND CRITERIA 6

A. DEVELOPER QUALIFICATIONS - FINANCIAL RESOURCES AND PROJECT EXPERIENCE 7
B. PROPOSED RENTAL RATES 7
C. DEVELOPMENT DESIGN 7
D. DEVELOPMENT INNOVATION 8
E. DIVERSITY PARTICIPATION 8
F. ENVIRONMENTAL AND SOCIAL CONSIDERATIONS 9
G. GROUND LEASE & REIMBURSEMENT AGREEMENT MODIFICATIONS 9

ATTACHMENTS:

Exhibit A-1 – Rental Car Dr/Valley View Ln Site Map
Exhibit A-2 – Belt Line Rd. Site Map
Exhibit B - Ground Lease Agreement (baseline)
Exhibit C - Reimbursement Agreement (baseline)
Exhibit D - License Agreement for Site Access (baseline)
Exhibit E - Shared Access Agreement Template
Exhibit F – NEPA Checklist

Items related to the Airport's Codes, Criteria, and Guidelines can be found Here, under Resources.

- DFW Design Criteria Manual
- DFW Development Construction and Fire Prevention Standards
- DFW Development Stormwater Drainage Master Plan

Items related to the Airport's Development Design Guidelines can be found Here, under the Tenant Resources' Code-Related section.

- DFW Development Design Guidelines

Items related to the Airport's environmental efforts can be found Here, under Construction Environmental Documents.

- DFW Sustainability DFW Green Building Standards
- Tree Conservation Plan

DEVELOPMENT OPPORTUNITY INSTRUCTION AND REQUIREMENTS

I. DEFINITIONS

Dallas Fort Worth International Airport, DFW Airport, or Airport may be used interchangeably throughout this Development Opportunity package.

"Developer(s)" may be used throughout this document to mean development companies or other firms that intend to respond to this invitation and are interested in further consideration to develop the Belt Line Rd and Rental Car Dr. / Valley View Ln sites. In addition, it shall refer to the company that is selected to proceed pursuant to this Development Opportunity and to execute ground lease(s) for the proposed development.

"Development Opportunity" refers to the information contained in this document.

"Belt Line Rd. & Rental Car Dr. / Valley View Ln Development Sites" are depicted on **Exhibits A-1 and A-2**.

"Proposal" refers to the package of information provided by Developers in accordance with this Development Opportunity for further consideration to proceed.

"LLWAS or Low-Level Windshear Alert System" refers to the meteorological instrument system used at DFW Airport to detect the presence of wind shear and microbursts in the atmosphere near the ground.

II. CONTACT INFORMATION

It is the Developer's responsibility to ask questions or obtain clarification of any information contained herein. Developers must submit all questions or requests for clarification ONLY in writing and ONLY to the email contact identified on the cover of this Development Opportunity package.

III. ADDENDA AND CLARIFICATIONS

The Airport may, at its sole discretion, elect to issue changes to the Development Opportunity. The Airport will issue changes in the form of a written addendum and this shall be the ONLY FORM of amendment. Other written information or verbal communications, including but not limited to discussion in the pre-proposal conference, shall not constitute a change to the requirements. Addenda, if issued, will either be emailed to all Developers who have properly provided a Notice of Intent to Respond and at the link contained on the cover page prior to the date and time of the proposal submission date.

It is the Developer's responsibility to ensure receipt of any addenda issued. Failure of any Developer to receive any such addendum or interpretation shall not relieve the Developer from any obligations under its Proposal as submitted. All addenda shall become part of the Development Opportunity documentation.

IV.DEVELOPER SELECTION

As part of the evaluation process, the Airport may select one or more Developers to proceed with negotiations. It is possible for multiple Developers to be ultimately selected for this Development Opportunity based on their Proposal submission. Upon selecting the Developer(s) the Airport will collaborate with said Developer(s) to assess the feasibility of developing on each site. If the parcels are deemed developable, the Airport will execute a Letter of Intent with the Developer. It is also possible for the Airport to select two Developers, one for each parcel, for this Development Opportunity. If two Developers are selected, the Airport will execute two separate Letters of Intent with the two Developers. Once the Letter of Intent is successfully executed, Commercial Development will present action items to the Airport Board to proceed with the development process. The discretion to proceed with one or more Developers, or proceed with any Developer, shall be in the Airport's sole discretion, and not subject to challenge.

The Developer, or Developers, that are selected to proceed must honor the terms that were negotiated. If the selected Developer(s) changes the terms that were previously negotiated, the Airport may select different Developer(s) at its sole discretion. Nothing contained herein shall be construed to form a binding contract between a Developer and the Airport; the Development Opportunity is intended solely to review Proposals and potentially select a Developer to enter negotiations. Any services rendered, expenses, and other costs associated with the preparation and submission of a Proposal are at Developers' sole cost and expense.

V. REJECTION OF PROPOSALS

The Airport will automatically reject any Proposal submitted after the deadline and any Proposal received from a Developer that failed to submit a Notice of Intent to Respond, as outlined on the cover page. The Airport reserves the right to reject any or all Proposals, to waive technicalities, or to decline to proceed with any Developer. Any services rendered, or expenses incurred by Developer(s) shall be borne exclusively by the Developer, and the Airport shall not have any obligation or responsibility for such.

VI. WITHDRAWING PROPOSALS

Developers may withdraw a submitted Proposal at any time.

VII. SUBMISSION AND SCHEDULE OF EVENTS

The Proposal due date and time: **August 23, 2024, 11:59 P.M. (CDT)** as stated on the cover sheet. Late submissions after the due date and time specified will not be accepted or considered.

Proposals and associated attachments must be loaded to the Citrix Share File System and labeled as follows:

[DEVELOPER NAME] – Two Parcel Site

Below is the tentative schedule of events for the Development Opportunity process. The Airport reserves the right to revise this tentative Schedule of Events if such revision is deemed to be in the best interest of the Airport.

Development Opportunity posted……..……**June 27, 2024**
Notice of Intent to Respond due: ……..……**July 9, 2024; 11:59 pm (CDT)**

Pre-Proposal Conference: ……**July 15, 2024**
Deadline for Questions: ……**July 19, 2024; 11:59 pm (CDT)**
Questions Answered & Addendum: ……**August 2, 2024**
Proposal Due Date and Time……..……..……....**August 23, 2024; 11:59 pm (CDT)**
Evaluation Period and Selection: ……..……..**August 26, 2024 – September 23, 2024**
Notice to Selected Developer(s): ……..……..….**September 27, 2024**

VIII. EVALUATION OVERVIEW AND CRITERIA

Developers' Proposals will be evaluated based on the criteria listed in this section. Given the subjective nature of the evaluation criteria, a "Best Value" approach will be used to evaluate all Proposals. The categories are outlined in the table below with a detailed breakdown of each criteria to follow.

The weights noted are intended to indicate the Airport's general guidance for evaluation. It should be noted that many criteria are subjective in nature, and the Airport shall evaluate in its sole discretion, which may not be challenged.

Because multiple areas of expertise may be required for this project, the Developer may, either through in-house staff, sub-consultants, or affiliates demonstrate additional expertise and have available experienced personnel in all the areas described.

Developers are encouraged to identify and clearly label in their Proposals how each criterion is being fully addressed. Evaluation of Proposals will be based only on the information provided in the Proposal. The Airport reserves the right to request additional information or documentation from the Developer regarding its submittal documents, personnel, financial viability, or other items to complete the evaluation process.

Evaluation Criteria	**Weight**
Developer Qualifications – Financial Resources and Project Experience	25
Proposed Rental Rates	30
Land Use and Phasing & Development Design	10
Development Innovation	5
Business Diversity Participation	20
Environmental and Social Considerations	10
Ground Lease & Reimbursement Agreement Modifications	*

*The Airport will take into consideration as part of the evaluation any proposed modifications.

A. DEVELOPER QUALIFICATIONS - FINANCIAL RESOURCES AND PROJECT EXPERIENCE

Each Developer's Proposal should include a Letter of Interest on the Developer's letterhead that outlines the Developer's statement of understanding of the Development Opportunity, a commitment that if selected, the Developer will honor the terms of their Proposal, and a brief statement indicating why the Developer believes itself to be qualified for selection.

The Letter of Interest should detail the following:

- Individual and/or Firm name
- Contact information
- Company/Team strengths
- Past experience with development, land leasing, and property management relevant to this opportunity
- Specific projects completed with details to type, size, and end use
- Information detailing financial wherewithal and how this project will be approached from a capital standpoint (*the Airport may request additional financial information if necessary, to confirm financial wherewithal)

As part of the submittal, each Developer should also demonstrate how the Proposal is supported by current market conditions/demand. The Airport is looking for the highest and best use for each site and expects Proposals to demonstrate a realistic development opportunity. If a Proposal is supported with a Build-to-Suit opportunity that information should be shared in the Proposal. As outlined throughout, the Belt Line Rd. and Rental Car Dr. / Valley View Ln sites are potentially feasible for industrial, flex logistics, and office spaces. Developers should submit Proposals based on market research and experience that will optimize the full build-out for both sites.

B. PROPOSED RENTAL RATES

Developers shall submit their initial proposed rental rates for each site. As such, Developers understand that the initial rental rates serve as a floor for future negotiations. Despite fluctuations in prevailing market conditions, the final rental rates will not fall below the initial rates proposed by the Developer. The establishment of the final rental rates will involve detailed negotiations and will be guided by a comprehensive market analysis to ensure the fair market value of the parcels.

Although it is anticipated that the Airport will provide minimal to no financial contribution towards the development of these sites, Developers may, if applicable, provide a not-to-exceed (NTE) amount for consideration for the construction of any Board funded improvements. The proposed NTE amount will be evaluated in conjunction with the proposed rental rate.

C. DEVELOPMENT DESIGN

While referring to the information contained in the attached exhibits, Developers shall conduct due diligence on each site, making sure to account for topography, jurisdictional waters, floodplain and other environmental considerations, existing utility tie-in locations, undevelopable

areas, and other considerations that impact the overall design and layouts. It is important to note that the Rental Car Dr. / Valley View Ln site contains an LLWAS onsite. Developers' submissions must account for the LLWAS, including a description of the proposed resources to evaluate the impacts of the development on the LLWAS and an outline of the proposed approach for its relocation if necessitated.

Developers must provide development plans showing the following:

- Site plan depicting proposed land uses, public infrastructure, etc.
- Proposed Building layouts with square footage based on the proposed use type
- Site coverage ratios and lease line boundaries
- All public roadways and public utility infrastructure
- Shared access areas and shared utility systems (These are encouraged and should be shown)
- Compliance with DFW Development Design Guidelines.
- The Airport requires that storm drain plans meet or exceed existing conditions.
- Tree preservation (as further outlined in the environmental considerations section below)

D. DEVELOPMENT INNOVATION

As part of the Development Opportunity, the Airport is committed to innovative and value-add development, including design, construction, and operations. Also, this may include innovative technologies or processes that enhance the efficiency and movement of freight.

Developers should think outside the box and propose enhanced development types that push innovation. Developers should consider digital smart infrastructure, digital twins, BIM, electric vehicle charging, futureproofing, sustainable materials, new processes, technologies, etc. Innovative features may be part of the leased areas as well as common areas.

Innovation should not be limited to technology. Propose ideas that potentially modify how the Airport has developed in the past, including innovative deal structures.

E. BUSINESS DIVERSITY PARTICIPATION

The Airport maintains a business environment that enables diverse businesses the opportunity to compete equitably for business opportunities on Airport projects. Developers must provide a written guarantee that they will comply with the Airport's Minority/Women Business Enterprise (M/WBE) program if selected for the development of the Belt Line Rd. and Rental Car Dr. / Valley View Ln sites. A business diversity participation percentage goal will not be established until a Developer has been selected and DFW's Business Diversity & Development Department (BDD) has an opportunity to review the specific project and establish a business diversity participation percentage goal.

Developers may review the Airport's full program at the following link:

https://www.dfwairport.com/business/opportunities/bdd/

As part of the review of this category, the Airport will consider other initiatives that advance equity and inclusion as part of this Development Opportunity, such as workforce diversity initiatives, business diversity programs, historical utilization of diverse businesses and support of and involvement in advocacy organizations that promote the utilization of diverse businesses.

F. ENVIRONMENTAL AND SOCIAL CONSIDERATIONS

The Airport is committed to promoting environmental stewardship and social responsibility by exceeding regulatory compliance and integrating and balancing environmental standards and considerations into decision-making, operations, and organizational culture.

The DFW Airport's Environmental Affairs Department (EAD) has implemented a Tree Conservation Plan in an effort to preserve as many existing trees as possible and practical on Airport property. As part of this Development Opportunity, the Airport expects Developers to acknowledge and commit to reasonably address the intent of the TCP.

In addition to the TCP, Developers should review and propose, where possible, shared stormwater detention areas, methods to reduce greenhouse gas emissions through construction and operations, carbon sequestration technologies, materials, and processes, etc. In addition, Developers should propose other considerations such as sustainable infrastructure, LEED, energy consumption reduction, etc.

G. GROUND LEASE & REIMBURSEMENT AGREEMENT MODIFICATIONS

The following contract documents are attached:

- Ground Lease Agreement (baseline) – **Exhibit B**
- Reimbursement Agreement (baseline) – **Exhibit C**
- License Agreement for Site Access (baseline) – **Exhibit D**
- Shared Access Agreement Template – **Exhibit E**

Developers must provide red-lined copies of all proposed changes to these documents as part of their Proposal. The Airport expects minimal changes made to these form documents and only those changes necessary for the specifics of this development will be accepted.
Once a Developer is selected, the Airport will only consider additional changes beyond those originally presented as part of the Proposal if the specifics of the deal require it. There will be no "grandfathering" of terms from previous development projects at the Airport.

Given that the Development Opportunity involves two noncontiguous parcels, in which multiple buildings may be developed on each parcel, it is anticipated that there will be multiple ground leases for the Development Opportunity. It is intended that each facility will be on an individual ground lease, but this will be determined through negotiations with the selected Developer. It is likely that a single Reimbursement Agreement will be utilized for the construction and reimbursement of Board Funded Improvements, if any, as outlined in Section B, above.

Commercial Development Opportunity Packet

June 2024

Exhibit A-1
Rental Car Drive Site



Exhibit A-1 | Rental Car Drive Site



Exhibit A-1 | Rental Car Drive Site | LLWAS Site # 10

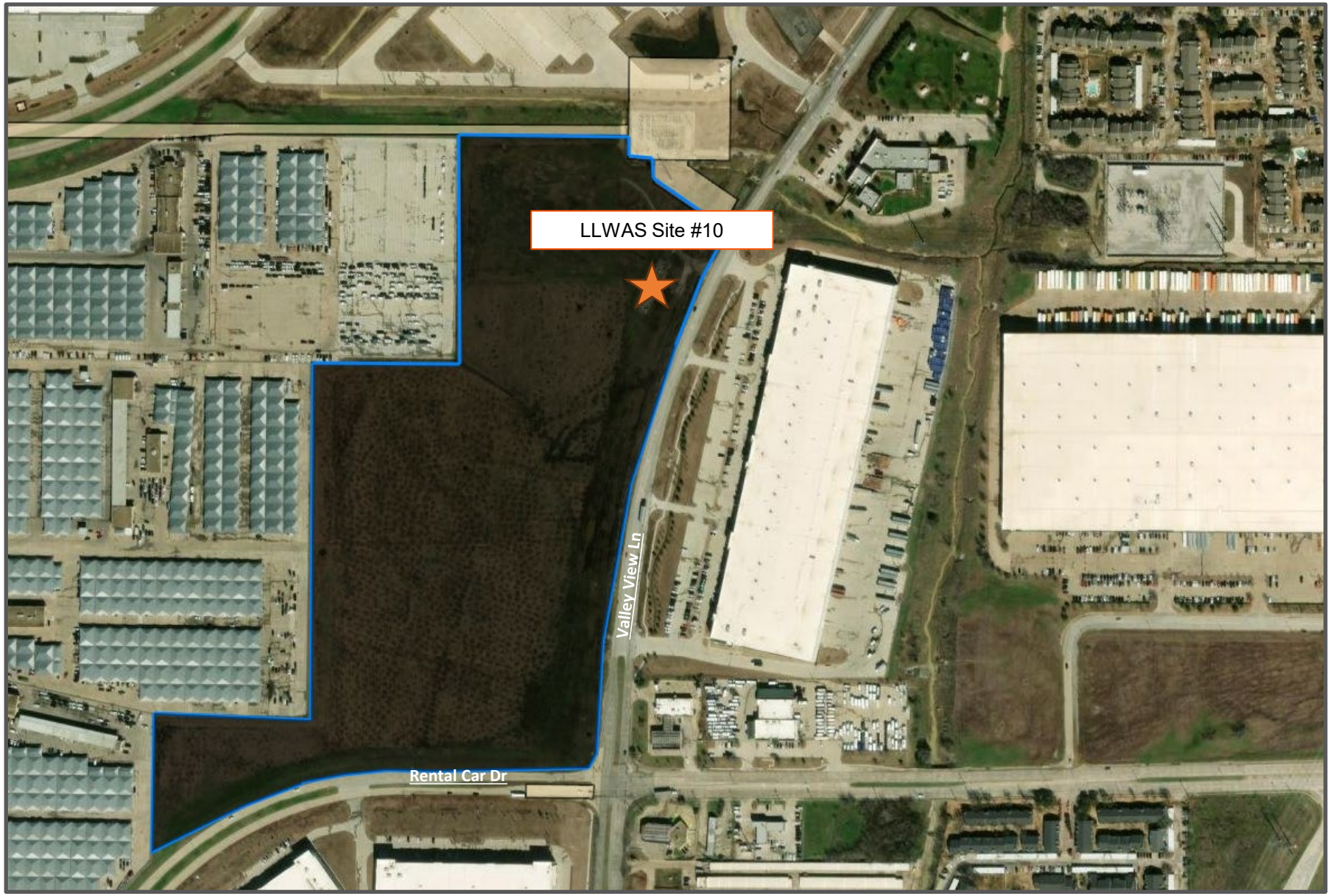


Exhibit A-1 | Rental Car Drive Site





Exhibit A-1 | Rental Car Drive Site





Exhibit A-2

Belt Line Road Site



Exhibit A-2 | Belt Line Road Site



Exhibit A-2 | Belt Line Road Site





Exhibit A-2 | Belt Line Road Site

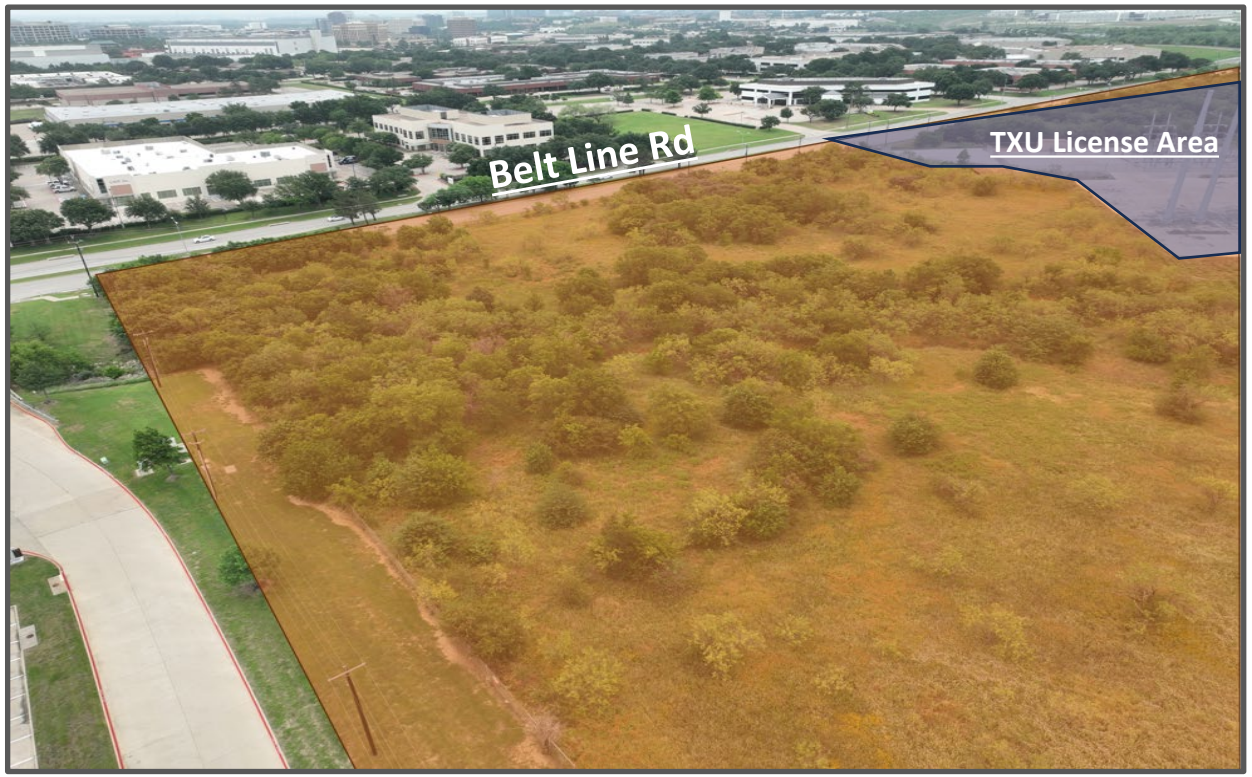




Exhibit A-2 | Belt Line Road Site



Exhibit B – Ground Lease Agreement

Exhibit B

LEASE AGREEMENT

By and Between

The Dallas Fort Worth International Airport Board

and

_____

a _____

TABLE OF CONTENTS

DEFINITIONS .....
ARTICLE 1 - Demise, Premises, and Reservations .....
ARTICLE 2 - Term of Lease, Holdover .....
ARTICLE 3 - Rents and Fees .....
ARTICLE 4 - Construction .....
ARTICLE 5 - Ownership of Improvements .....
ARTICLE 6 - Acceptance of the Premises .....
ARTICLE 7 - Covenant of Title and Quiet Possession .....
ARTICLE 8 - Use of Premises .....
ARTICLE 9 - Taxes .....
ARTICLE 10 - Maintenance by Board .....
ARTICLE 11 - Maintenance by Tenant .....
ARTICLE 12 - Alterations, Additions and Improvements .....
ARTICLE 13 - Signs .....
ARTICLE 14 - Board's Right of Entry .....
ARTICLE 15 - Assigning, Subleasing, and Mortgaging .....
ARTICLE 16 - Insurance .....
ARTICLE 17 - Indemnity .....
ARTICLE 18 - Fire and Casualty Damage .....
ARTICLE 19 - Condemnation .....
ARTICLE 20 - Default .....
ARTICLE 21 - Environmental Matters .....
ARTICLE 22 - MBE and M/WBE Program, Non-Discrimination .....
ARTICLE 23 - Miscellaneous .....
23.1 Non-Waiver .....
23.2 Notices .....
23.3 Recordation, Short Form .....
23.4 Parties Bound .....
23.5 Entire Agreement, Modification, Severability .....
23.6 Number and Gender .....
23.7 Construction .....

23.8 Exhibits.....
23.9 No Partnership Formed .....
23.10 Authority to Execute Lease.....
23.11 Force Majeure .....
23.12 Exculpation. .....
23.13 Attorneys' Fees.....
23.14 No Brokerage. .....

Exhibit A - Legal Description of Premises
Exhibit B - Leasehold Improvements
Exhibit C - Notice of Lease
Exhibit D - Memorandum of Lease
Exhibit E - Board Funded Improvements
Exhibit F - Environmental Site Assessment
Exhibit G - Subtenant Consent Agreement
Exhibit H - Landscaping Corridors

This lease agreement (the "Lease") is made by and between the Dallas Fort Worth International Airport Board ("BOARD") and _____, a _____ ("TENANT"), pursuant to the terms and conditions set forth below. The Lease shall become effective on the date on which the last party to execute it does so (the "Effective Date").

DEFINITIONS

The following words and phrases appearing in more than one article of this Lease are defined in the sections set forth below:

"Airport" is defined in Section 7.1.

"BOARD" is defined in first paragraph of Lease above.

"Board Funded Improvements" is defined in Section 4.6.

"Cities" is defined in Section 4.3.

"Commencement Date" is defined in Section 2.1.

"Development Criteria" is defined in Section 4.1(a).

"Effective Date" is defined in first paragraph of Lease above.

"Landscaping Corridors" is defined in Section 1.1 by reference, and particularly in **Exhibit H**.

"Laws" and "the Law" are defined in Section 8.2.

"Lease" is defined in first paragraph above.

"Lease Year" is defined in Section 2.1.

"Leasehold Improvements" is defined in Section 4.1.

“Leasehold Mortgage” is defined in Section 15.6.

“Mortgagee” is defined in Section 15.6.

“Premises” is defined in Section 1.1 by reference, and more particularly in **Exhibit A**.

“Rent” is defined in Section 3.1(e).

“Rents and Fees” is defined in Section 3.4.

“Schedule of Charges” is defined in Section 3.3.

“TENANT” is defined in first paragraph of Lease above.

“Tenant Infrastructure Improvements” is defined in Section 4.5.

“Term” is defined in Section 2.1.

ARTICLE 1 – Demise, Premises, and Reservations

1.1 BOARD, in consideration of the rents hereinafter reserved and agreed to be paid by TENANT, hereby leases to TENANT, and TENANT, upon the terms and conditions hereinafter set forth, hereby leases from BOARD the land particularly described in **Exhibit A** (the "Premises"), situated within the City of _____, County of _____, State of Texas, together with the non-exclusive right to utilize all public highways, roads and streets reasonably required for ingress and egress to and from the Premises. The Landscaping Corridors, if any, are all areas between the Premises and the back of curb or edge of pavement of any adjoining street or the DFW Airport property boundary, as generally shown on **Exhibit H**.

1.2 Nothing herein shall be construed to grant TENANT any rights in the air space above the Leasehold Improvements. BOARD retain for its own benefit, and for the benefit of all aircraft operators, a right of avigation above the Premises. Said right of avigation includes the right of free and unobstructed passage of aircraft, by whomsoever operated, in the airspace above and adjacent to the Premises, together with the right in all such airspace to cause damages to the Premises, or to persons occupying or on the Premises, from noise, vibration, fumes, dust, fuel, lubricant particles, and all other effects that may be caused by the operation of aircraft in such airspace. BOARD, their successors and assigns, also reserve and retain a continuing right to take any action necessary to prevent the erection or growth of any structure, tree or other object into such airspace and to remove from such airspace any and all structures or other objects that may at any time project or extend into same, together with the right of ingress to, egress from and passage over the Premises for such purposes. Further, TENANT does hereby waive, release, and forever acquit BOARD, and its successors and assigns, and its officers, agents and employees, from and against any and all claims for damages of any kind that TENANT might hereafter assert by reason of the passage of any and all aircraft within such airspace. TENANT agrees not to file a claim or lawsuit against BOARD, and its successors, officers, agents and employees, for personal injury (including death), property damage or other harm suffered by any person or persons that may arise out of or be occasioned by the operation of aircraft, within such airspace or adjacent thereto, landing at or taking off from, or operating at, on, or adjacent to the DFW Airport as it is now or as it may hereafter be configured, except that the release provided for in this paragraph shall not be construed to release the owners or operators of aircraft from liability for damage or injury to persons or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise,

vibration, fumes, dust and lubricant particles. Said right of avigation and other rights reserved and retained herein by BOARD shall be binding upon TENANT, TENANT's successors, heirs, executors, administrators and assigns.

1.3 It is agreed and understood that all water, gravel, rock, earth, gas, oil and all other minerals, substances or materials and the rights thereto, in, on and under the soil, are expressly reserved to BOARD, but BOARD hereby waives and covenants not to grant, sell or convey any right to enter upon the surface of the Premises (or under the surface of the Premises if same would in any manner endanger, damage or obstruct the Leasehold Improvements on, or use of, the Premises) to conduct any drilling or exploration activities during the Term for the purpose of producing any such water, gravel, rock, earth, gas, oil or all other minerals, substances or materials.

1.4 BOARD reserves the right and license, for its own benefit, or for the benefit of others, to install and maintain within the Premises existing and future utility systems, or other systems, including without limitation systems for the transmission of natural gas, systems for the supply of heat, water, gas and electricity, and systems for the furnishing of fire alarm, fire protection, sprinkler, sewerage, drainage, telephone and other communications services, including all lines, pipes, mains, wires, conduits, and equipment connected with or appurtenant to such systems, even if such systems serve properties other than the Premises (collectively, "Utility Systems"); and BOARD reserves the right to enter upon the Premises and to make such temporary disruptions or destruction of the surface of the Premises as may, in the opinion of BOARD, be deemed necessary to the installation or maintenance of such systems; provided, however, that such systems shall not unreasonably interfere with TENANT's use of the Premises, and provided further that BOARD shall repair damage it causes at its expense and shall restore the Premises to the condition in which TENANT had maintained them within a reasonable period of time following BOARD's use of the surface. Notwithstanding the foregoing, (i) the Utility Systems shall be installed in strict accordance with all applicable laws; (ii) the Utility Systems shall not be located within the footprint of the existing or contemplated buildings (which excludes surface parking and landscaping); (iii) the Utility Systems shall not at any time result in the complete loss of access to the Premises (and if necessary will be staged to assure that at all times there is access to the Premises); (iv) the Utility Systems shall be without cost or expense to the Premises or the TENANT; (v) such right-of-way shall be non-exclusive and TENANT will be able to park, install landscaping and driveways within such

affected areas of the Premises; (vi) following installation of the Utility Systems, the affected soils will be compacted to their prior condition; and (vii) any pipeline will be buried at the time of construction to a minimum depth of four (4) feet below the surface of the ground, any then-existing drainage ditches, and roads measured from the top of the pipe to the surface of the ground.

1.5 (a) TENANT may be required by BOARD at any time to enter into an agreement with any future tenant of property adjacent to the Premises for access across the Premises (the "Shared Access Areas"), and the tenant of the adjacent property shall also be required to enter into the agreement. If so, it shall be pursuant to the Shared Access Agreement attached as **Exhibit I** (the "Shared Access Agreement"), which will define the Shared Access Areas. BOARD shall have no responsibility for enforcing the Shared Access Agreement and shall have no liability for any default thereof by any party thereunder.

ARTICLE 2 - Term of Lease, Holdover

2.1 TENANT shall have and hold the Premises for a term commencing on the earlier of (i) ___ days after the Effective Date or (ii) the date TENANT is issued a Permit Final/Closeout Readiness Report through the DFW Code, Construction, and Survey Section of Design, Code, and Construction Department for the Premises or any portion thereof (the "Commencement Date") and expiring on the fortieth (40th) anniversary thereof (the "Term"). Each "Lease Year" shall run from each anniversary of the Commencement Date, and not from any calendar year or fiscal year.

2.2 BOARD and TENANT agree to sign within thirty (30) days after the Commencement Date a document entitled "Notice of Lease" in the form set forth in **Exhibit C.** The Notice of Lease shall be conclusive as to the Term.

2.3 Should TENANT continue to occupy the Premises, or any part thereof, after the expiration of the Term, unless otherwise agreed in writing, such occupancy shall constitute and be construed as a tenancy from month to month on the same terms and conditions of this Lease then in effect; provided, however, that the monthly Rent during such tenancy shall be equal to the product of the monthly Rent paid by TENANT during the month preceding the month to month tenancy times 1.5, unless otherwise expressly agreed in writing by BOARD.

ARTICLE 3 – Rents and Fees

3.1 TENANT shall pay Rent to BOARD, which for each year shall be as provided below:

(a) Each Year of Years 1 - 5 $__.__ per square foot
Each Year of Years 6 - 10 $__.__ per square foot **[Year 1 Rent x 1.15927]**
Each Year of Years 11 - 15 $__.__ per square foot **[Year 1 Rent x 1.34392]**
Each Year of Years 16 - 20 $__.__ per square foot **[Year 1 Rent x 1.55797]**

The square footage to be used in calculating the Rent shall include the land area in the Premises as indicated on **Exhibit A**.

(b) BOARD shall arrange for the Premises, excluding the Leasehold Improvements, to be appraised in advance of year twenty-one (21), but no more than six (6) months in advance. Annual Rent for each year of years twenty-one (21) through twenty-five (25) shall be 10% of that appraised value, provided, however, in no event shall the Rent ever be less than the prior five-year period Rent.

(c) For each year of years twenty-six (26) through thirty (30), thirty-one (31) through thirty-five (35), and thirty-six (36) through forty (40), Rent shall be equal to the Rent for the prior five-year period increased by the CPI Factor. However, in no event shall Rent ever be less than the prior five-year period Rent.

(d) The "CPI Factor" for each five-year period shall equal the quotient of A/B; where A equals the consumer price index released by the United States Department of Labor, Bureau of Labor Statistics for all Urban Consumers (1967 = 100) for all items in the Dallas/Fort Worth, TX, CMSA (the "Consumer Price Index") last published before the five year period in question begins, and B equals the Consumer Price Index published for the same period five years before the beginning of such five-year period.

(e) The rental payments contemplated in subsections (a), (b), (c), and (d) of this section are collectively defined as the "Rent".

3.2 In addition to Rent set forth above, it is the responsibility of TENANT to obtain and to review BOARD'S latest published document setting forth all fees and charges assessed by BOARD (the "Schedule of Charges") and timely pay all applicable charges incurred by TENANT there under as the same come due. All charges based upon square footage shall be calculated using the square footage allocable to the Premises. Upon expiration of this Lease,

TENANT shall pay to BOARD accrued and unpaid fees and charges to the date of vacancy, with final payment to be received within ten (10) days following the date of vacancy or receipt of a final statement, whichever occurs first.

3.3 Rent, together with any fees to be paid by TENANT to BOARD pursuant to this article, is collectively defined as "Rents and Fees". Rents and Fees shall begin accruing on the Commencement Date. One-twelfth (1/12th) of the annual Rent shall be due in advance on the 1st day of each month, and shall be late if not received by the 10th day of each such month. If the Commencement Date is not the first day of a calendar month, the first partial month's Rent shall be prorated on a thirty-day basis, and shall be payable on the Commencement Date together with the first full monthly Rent due hereunder. Any non-recurring charges pursuant to the Schedule of Charges shall be due as stated in the Schedule of Charges.

3.4 All payments shall be delivered to the Airport Department of Finance, P.O. Box 619428 (if by mail), 2400 Aviation Drive (if in person), DFW Airport, Texas, 75261-9428, or to such other addresses as designated by BOARD.

3.5 In the event payments due hereunder are not made when required, a charge shall be assessed in accordance with the Schedule of Charges. The late fee shall continue to accrue until all amounts owed, including late fees, are paid in full. The charge for late payment is due and payable upon presentation of an invoice. In the event of a dispute as to the amount to be paid, BOARD shall accept the sum rendered without prejudice and, if a deficiency is determined, the penalty shall apply only to the deficiency. TENANT acknowledges that the formula for late fees in the Schedule of Charges is fair and reasonable. In the event any late fee is determined to be usurious, the late fee shall be adjusted downward to the extent necessary to bring said late fee into compliance with the Law.

3.6 TENANT acknowledges that BOARD is not only the landlord of the Premises, but also governmental entity and possibly utility provider now or in the future. TENANT acknowledges that BOARD is not surrendering or waiving any of its rights or immunities as a governmental entity, nor is it assuming any liabilities as a utility provider. Specifically, without limitation, neither the interruption of utility service nor the exercise of governmental authority by BOARD, regardless of the length of disruption or

inconvenience or cause thereof, entitles TENANT to a reduction or waiver of Rents and Fees pursuant to this Lease.

3.7 BOARD and TENANT are knowledgeable and experienced in commercial transactions and agree that the provisions of this Lease for payment of fees pursuant to the Schedule of Charges, as amended from time to time, are commercially reasonable and valid, even though such methods may not state a precise mathematical formula for determining such charges. BOARD and TENANT further acknowledge that BOARD is obligated by federal law to charge rates for all services and use of Airport property that are at least fully compensatory of the costs incurred by BOARD.

3.8 TENANT acknowledges that many charges in the Schedule of Charges are assessed to the public at large pursuant to BOARD's governmental police powers, including without limitation Parking Charges, Public Safety, Medical & Service Charges, Development Charges, and Airport Identification/Access Badging & Fingerprinting Charges. TENANT acknowledges that being an Airport tenant does not exempt TENANT or TENANT's employees, agents or invitees from any charges in the Schedule of Charges, even if the charges are not specifically enumerated in the body of this Lease.

ARTICLE 4 - Construction

4.1 (a) TENANT, at its sole risk and expense, shall completely construct the improvements shown on **Exhibit B**, including without limitation landscaping and irrigation on the Premises and Landscaping Corridors as may be required by BOARD ("the Leasehold Improvements") in strict compliance with: (i) all applicable laws, codes, regulations, ordinances and conditions of record which affect the Premises, the Landscaping Corridors, or the Leasehold Improvements, and (ii) the construction, architectural, landscaping, maintenance, use, parking, signage, and overall development standards required by BOARD for the Premises, the Landscaping Corridors, and the Leasehold Improvements ("the Development Criteria"). TENANT shall obtain the Development Criteria and shall obtain necessary BOARD permits, licenses and approvals from BOARD's employee(s) authorized to enforce the Development Criteria as well as building codes and other improvement standards ("BOARD's Building Official"). The areas in the Landscaping Corridors shall not be included in calculating setbacks or building coverage.

(b) Construction shall commence within one hundred eighty (180) days of the Effective Date (the "Construction Commencement Date"). Within sixty (60) days of the Effective Date, TENANT, at its sole expense, shall cause its architect to prepare and submit to BOARD, for BOARD's review, eight (8) original copies of a complete set of final plans and specifications with an anticipated construction schedule of key events and their dates with respect to Leasehold Improvements (the "Construction Documents") fully incorporating the Development Criteria. Within thirty (30) days after the receipt by BOARD of eight (8) complete sets of the Construction Documents, BOARD shall return same to TENANT indicating that the Construction Documents either comply or do not comply with the Development Criteria. If the Construction Documents do not comply, BOARD shall provide TENANT with comments to enable TENANT's architect to make the Construction Documents so comply. Once BOARD indicates in writing to TENANT that the Construction Documents so comply, they shall not be modified or amended without prior written consent of BOARD, which consent shall not be unreasonably withheld or delayed.

(c) Notwithstanding anything in this Lease to the contrary, neither BOARD'S review of the Construction Documents nor any subsequent approvals or inspections with respect to the construction of the Leasehold Improvements shall (i) relieve, or waive as to any specific item(s), TENANT'S obligation to construct the improvements in strict accordance with the Development Criteria, and any deviation therefrom shall be invalid unless specifically and expressly consented to in writing by BOARD, and (ii) be deemed to create any express or implied warranties or representations by BOARD or any of its employees, agents, representatives or designees as to the structural integrity, technical or mechanical sufficiency, or safety of the improvements or as to any physical condition or feature pertaining to the Premises.

4.2 If commencement of construction or business operations is postponed because of labor disruptions, war, insurrection, fire, flood, storm, or any other cause not reasonably foreseeable by BOARD and TENANT, the Commencement Date, and, if applicable, the Construction Commencement Date, shall be postponed commensurately, provided that upon the happening of the event which caused the delay, TENANT notifies BOARD in writing of the delay within ten (10) days of TENANT obtaining knowledge of such event and specifies the number of days that the Construction Commencement Date and/or the Commencement Date, as the case may be, is delayed by the event which caused the delay; otherwise such delay shall be waived by TENANT.

4.3 TENANT shall include in all construction contracts entered into in connection with any or all of the construction work aforesaid, a provision requiring the contractor and subcontractor to indemnify, hold harmless, defend and insure BOARD, the Cities of Dallas and Fort Worth, Texas (the "Cities"), and their directors, officers, councils, employees, from and against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the performance of any or all of such construction work, whether the claims and demands made are just or unjust, unless same are caused by the negligence or willful act of the indemnified parties. TENANT shall furnish, or require the contractor and subcontractor to furnish, insurance as provided in this Lease.

4.4 TENANT shall deliver to BOARD a performance bond in favor of BOARD in form and from a surety company reasonably acceptable to BOARD insuring that the Tenant Infrastructure Improvements will be completed in accordance with the Construction Documents if the cost of such construction will exceed $100,000 in total. The performance bond shall be for the full amount of such Tenant Infrastructure Improvement construction costs. TENANT shall deliver to BOARD a payment bond in favor of BOARD in form and from a surety company reasonably acceptable to BOARD and fully compliant with Texas Government Code Chapter 2253, insuring that all subcontractors and materialmen have been paid as to both the Leasehold Improvements and Tenant Infrastructure Improvements. If a mechanic's lien affidavit or other attempted lien or order for the sale of the Premises shall be filed against the Premises due to an act or omission of TENANT, TENANT shall, at its own cost and expense, within thirty (30) days after notice by BOARD to TENANT of the filing thereof, cause the same to be canceled and discharged of record. TENANT shall be entitled to contest any such lien claims by appropriate judicial proceedings. TENANT agrees to indemnify and hold harmless BOARD from and against any and all costs and expenses of any kind (including reasonable attorneys' fees) if any such lien claim is filed and BOARD is forced to take action to clear title to the Premises. Each bond will name the contractor as principal and BOARD and TENANT as co-obligees. All companies providing bonds required under this Lease must meet the following minimum requirements: (i) Best's Rating not less than A-; (ii) Best's Financial Size Category not less than Class VII; and (iii) Companies must be authorized to conduct and transact insurance contracts by the Texas Department of Insurance. All bonds must be underwritten by a U.S. Treasury Circular 570 listed company. If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to BOARD, it will notify TENANT in writing. TENANT must

promptly obtain a new bond issued by a surety acceptable to BOARD and submit such new bond(s) to BOARD. All bonds required under this Lease must be provided to and approved by BOARD at least 10 calendar days before the Construction Commencement Date. TENANT agrees that it will include a provision in any contracts it lets for the construction of the Leasehold Improvements or Tenant Infrastructure Improvements establishing that BOARD is a third-party beneficiary to those contracts. BOARD's admission into evidence in any litigation involving a contract for the construction of the Leasehold Improvements or Tenant Infrastructure Improvements of a copy of this Lease and any such contract will be irrefutable, prima facie evidence of BOARD's third-party beneficiary status.

4.5 TENANT shall be responsible at its expense for the design and construction of all infrastructure improvements required to provide access and utilities to the Premises (the "Tenant Infrastructure Improvements") other than Board Funded Improvements as defined below, if any. Such design and construction shall be performed in strict compliance with all applicable Laws, codes, regulations and conditions of record which affect Tenant Infrastructure Improvements and all standards required by the Development Criteria.

4.6 If TENANT is to construct infrastructure improvements on BOARD's behalf ("Board Funded Improvements"), they shall be described in **Exhibit E**.

ARTICLE 5 – Ownership of Improvements

5.1 All Leasehold Improvements existing or constructed on the Premises by TENANT, as well as all structural or otherwise permanent alterations or additions thereto, shall be owned by BOARD. Furniture, fixtures and equipment not permanently affixed to the Leasehold Improvements shall not be deemed part of the Leasehold Improvements, and thus shall not become part of the Leasehold Improvements and shall be owned by TENANT. Any furniture, fixtures and equipment attached to the Leasehold Improvements in such a manner that it cannot be removed without resulting in damage to the Leasehold Improvements, or resulting in the Leasehold Improvements being unsuitable for occupancy, shall be deemed permanently affixed to the Leasehold Improvements and thus part of the Leasehold

Improvements, including without limitation all heating, ventilation, and air conditioning equipment.

ARTICLE 6 - Acceptance of the Premises

6.1 TENANT accepts the Premises on the Effective Date. TENANT hereby acknowledges that it has conducted all necessary due diligence and that the Premises is suitable for all permitted uses. TENANT acknowledges that is has fully inspected the Premises in its present condition. Notwithstanding anything to the contrary contained in this Lease, it is understood and agreed that the Premises is being accepted "as is" without any representation or warranty by BOARD. BOARD has not made and does not hereby make any express or implied representations or warranties whatsoever with respect to the condition of the Premises, including without limitation any representation or warranty regarding compliance with Laws, merchantability, or fitness for any particular purpose, or for its profitability, and TENANT acknowledges that it is entering into this Lease without relying upon any statement or representation made by BOARD or by any agent of BOARD or any other person. BOARD has made no representations concerning infrastructure to be made on the Airport by BOARD or other Board Funded Improvements, other than those expressly set forth herein.

ARTICLE 7 - Covenant of Title and Quiet Possession

7.1 BOARD represents and warrants to TENANT that as of the Effective Date of this Lease, the Cities are vested with fee simple title to the Premises and have full right and lawful authority to authorize and have authorized BOARD to lease the Premises to TENANT. Neither the Cities nor BOARD shall disturb TENANT'S quiet possession of the Premises during the Term and any extensions thereof (subject to BOARD'S right to make necessary repairs and maintenance to any portion of the property within the boundaries of Dallas Fort Worth International Airport (the "Airport") or to perform any other governmental function), provided TENANT performs all of its duties and obligations under this Lease. Subject to the provisions of the 1968 Regional Airport Concurrent Bond Ordinance of the Cities, and subject to BOARD'S governmental police power, no security interests shall be created which impair TENANT'S rights hereunder.

7.2 BOARD hereby represents and warrants to TENANT as follows:

(a) No joinder or approval of another person is required with respect to BOARD'S right and authority to enter into this Lease;

(b) There are no security interests affecting BOARD'S right and authority to enter into this Lease;

(c) There is no underlying or senior lease affecting BOARD'S right and authority to enter into this Lease; and

(d) There are no local governmental zoning laws or restrictions affecting BOARD'S right and authority to enter into this Lease.

ARTICLE 8 - Use of Premises

8.1 (a) TENANT, and all TENANT'S approved subtenants and assignees, may use the Premises only for the limited purpose of office, distribution, e-commerce (including, without limitation, fulfillment and product storage uses for the purpose of distributing, receiving, storing, packaging, shipping and selling [but limited to wholesale sales and retail sales not available to the general public] products, materials and merchandise made and/or distributed by the applicable occupants), warehouse, assembly, and operations reasonably related thereto and such other lawful purposes as may be incidental to such uses. No person may use the Premises for any other purpose without BOARD'S prior written consent, which may be withheld in BOARD'S sole discretion.

(b) If Premises are situated in a foreign trade zone, then it is intended that the Premises should be used by foreign trade zone users, and TENANT shall direct marketing efforts to attract subtenants for utilization of the Premises that are consistent with operations in a foreign trade zone. If the Premises is not situated within the foreign trade zone, then neither TENANT nor its successors or assigns shall have any entitlement whatsoever to have the Premises included in any future expansion or changes of the foreign trade zone boundaries.

(c) The Landscaping Corridors may be used by TENANT on a non-exclusive basis only for the limited purposes of constructing and maintaining, at TENANT's expense, utilities connections, driveways, and landscaping with related irrigation. BOARD's rights to use the Landscaping Corridors for any purposes shall be superior to TENANT's non-exclusive rights to use the Landscaping Corridors for limited purposes described above; provided, however, that BOARD shall, at BOARD's expense, repair damages that BOARD may cause to allowed

improvements constructed by TENANT on the Landscaping Corridors, and shall restore such areas disturbed by BOARD as may become necessary in the future.

(d) **As governmental entities, both the Cities and BOARD have heretofore and might hereafter promulgate and/or amend rules and regulations governing all tenants, customers, employees, agents or invitees at the Airport; and nothing in this Lease shall relieve TENANT of the legal duty to adhere to such rules and regulations, as may be amended from time to time, or constitute a waiver by the Cities or BOARD of said governmental powers.**

8.2 TENANT hereby represents and warrants that, upon completion of the Leasehold Improvements and the Tenant Infrastructure Improvements, the Premises and all parts thereof shall be in full compliance with all federal, state, and local laws, including without limitation all statutes, regulations, ordinances, permits, codes, orders, and specifically including all rules and regulations of the Airport Board and all regulations of any board of fire underwriters having jurisdiction which affect the intended use of the Premises ("Laws" or "the Law"). TENANT shall be required to comply with all requirements applicable to the Leasehold Improvements, the Tenant Infrastructure Improvements and any other improvements, the Premises, and operations thereon to the extent mandated by the Law. TENANT improvements shall be constructed in accordance with BOARD's adopted Codes and requirements to facilitate BOARD's Emergency Response procedures.

8.3 No person shall install on the Premises or in any public area any vending machine or device designed to dispense or sell food, beverages, or merchandise of any kind, nor operate any restaurant, cafeteria, kitchen, stand or establishment for the purpose of dispensing or selling such products to any member of the public, other than to employees, officers, clients in training, and other business invitees, without approval in advance of BOARD.

8.4 All restrictions in this article shall apply equally to subtenants, assignees, and employees and agents of either, and all subleases shall make reference to such restrictions.

ARTICLE 9 - Taxes

9.1 (a) TENANT agrees to pay all taxes of any kind which may accrue as to TENANT'S operations, which may accrue as to the fee estate or the leasehold estate

concerning the Premises, or which may accrue as to the personal property situated on the Premises, regardless of which party legally owes the taxes. TENANT shall be entitled to seek whatever tax exemptions may be available, but BOARD makes no representations whatsoever concerning the current or future tax-exempt status of the Premises or property thereon.

(b) TENANT shall provide to BOARD, to the Cities, or to the municipality in which the Premises is situated, upon ten (10) days' notice and at no cost, any information deemed necessary by them to verify taxes paid on the Premises or any other information directly or indirectly concerning amounts to be received by BOARD or other municipalities pursuant to interlocal tax or revenue sharing agreements.

ARTICLE 10 - Maintenance by Board

10.1 BOARD shall have no duty or obligation to maintain any portion of the Premises, the Landscaping Corridors, Leasehold Improvements or any Tenant Infrastructure Improvements located within the Premises, except as necessary to repair physical damage caused by BOARD's disturbance thereof. This Lease does not govern BOARD's duty to maintain its property outside the Premises, or the standards by which it maintains such property.

ARTICLE 11 - Maintenance by Tenant

11.1 At its expense, TENANT shall maintain in good repair and condition all of the Premises, Leasehold Improvements, and the Tenant Infrastructure Improvements, including landscaping on both the Premises and the Landscaping Corridors. It is specifically agreed that TENANT is responsible for maintaining the Landscaping Corridors to the same standard as the Premises.

11.2 At its expense, TENANT shall use reasonable care and diligence to keep and maintain the Premises and the Landscaping Corridors free from waste or nuisance and shall deliver the Premises, the Landscaping Corridors and completed Leasehold Improvements to BOARD broom clean at the expiration of this Lease in the same or better condition as on the date TENANT opens for business, reasonable wear and tear being excepted. Notwithstanding the foregoing provisions, the terms and conditions of Articles 18 and 19 shall control with respect to repairs or maintenance required due to an event described therein.

11.3 At its expense, TENANT agrees to maintain, and replace as necessary, all mechanical, electrical, plumbing and other systems and equipment on the Premises necessary to the operation of the Leasehold Improvements, including, without limitation, the heating, ventilation and air conditioning systems, as well as the landscaping irrigation systems for the Premises and the Landscaping Corridors, ordinary wear and tear excepted.

ARTICLE 12 - Alterations, Additions and Improvements

12.1 TENANT shall not make any structural or permanent alterations, additions or improvements to the Premises without prior written consent of BOARD, which consent shall not be unreasonably withheld. TENANT shall have the right at all times to install furniture, fixtures and equipment of a non-structural and non-permanent nature without notice to BOARD, subject to the Development Criteria, and provided TENANT complies with all Laws, including without limitation the requirements of the Americans with Disabilities Act.

12.2 All furniture, fixtures and equipment not permanently attached to and made a part of the Premises shall be removed by TENANT upon expiration or termination of this Lease, and any damage to the Premises caused by such removal shall be repaired by TENANT.

ARTICLE 13 - Signs

13.1 TENANT agrees to adhere to the signage criteria set out in the Development Criteria.

13.2 During the Term, TENANT shall not be required to remove its signs unless required to do so by any applicable Law enacted subsequent to the date hereof. TENANT may at any time remodel or replace the sign face to conform with TENANT'S then standard signage so long as such signage does not violate any applicable Law or the signage criteria set forth in the Development Criteria, and provided further that BOARD has consented to such signage, such consent not to be unreasonably withheld. TENANT shall have the right to affix window appliqués and other treatments commonly used at TENANT'S other locations. TENANT shall

remove all signs and appliqués at the termination of this Lease, and shall repair any damage caused by such removal.

13.3 TENANT hereby agrees to indemnify, defend and hold harmless BOARD and the Cities of Dallas and Fort Worth, Texas from and against any claims, suits, costs and expenses (including reasonable attorneys' fees) resulting from or in any way connected with a claim by any third party that TENANT'S signage violates or infringes any trademark, trade name or copyright held by such third party.

ARTICLE 14 - Board's Right of Entry

14.1 BOARD and its authorized agents may, upon two business days' notice, enter the Premises during TENANT'S normal business hours for the following purposes: (a) to inspect the general conditions and state of repair of the Premises; and (b) within one hundred eighty (180) days prior to the expiration of the Term, to show the Premises to any prospective successor tenant. BOARD shall not interfere with, or create a hazard to, TENANT'S normal business operations during such entry. **In the event of an emergency condition arising within the Premises which endangers property or the safety of individuals, BOARD may enter by force and without prior notice. Nothing in this section shall deprive BOARD of the right to exercise governmental authority over the Premises as provided by Law, regardless of whether said exercise constitutes an emergency.**

14.2 During the final ninety (90) days of the Term, including extensions hereof, BOARD and its authorized agents may erect on, or about, the Premises a sign advertising the Premises for lease, provided such sign does not interfere with or create a hazard to TENANT'S normal business operation.

ARTICLE 15 - Assigning, Subleasing, and Mortgaging

15.1 Except as expressly permitted herein, TENANT may not assign this Lease, in whole or in part, without the express written consent of BOARD, which consent may not be unreasonably withheld, provided however that any assignment prior to issuance of a Permit Final/Closeout Readiness Report through the DFW Code, Construction, and Survey Section of Design, Code and Construction Department for the base building shell improvements (i.e., not

including any subtenant improvement work) may be rejected by BOARD in its discretion. No assignment shall be effective until the assignee assumes in writing all of TENANT's obligations hereunder. Upon assumption by the assignee, BOARD shall release TENANT from its obligations hereunder if BOARD determines, in its sole discretion, that the assignee is equally creditworthy to TENANT and equally capable of operating the Premises for its intended purposes (i.e., the proposed assignee has experience in owning or operating properties comparable to the Premises).

15.2 BOARD shall have the right in its reasonable discretion to approve or disapprove any and all subtenants. If BOARD approves a subtenant, such approval shall be in the form attached as **Exhibit G**, provided however that the "Cure of Default" language in **Exhibit G** shall be included only on the basis of a single subtenant curing all defaults and assuming all obligations with respect to the entire Premises under this Lease. All subleases shall be subject to all of TENANT'S obligations hereunder. Subtenants must execute a written sublease containing an agreement to perform all of TENANT'S obligation hereunder during the term of the sublease. No sublease shall operate to release TENANT of its liabilities and obligations arising hereunder.

15.3 Anything herein to the contrary notwithstanding and without the express written consent of BOARD, TENANT may assign or sublease this Lease, in whole or in part, to:

(a) any corporation or other entity into which or with which TENANT has merged or consolidated;

(b) any parent, subsidiary, successor, or affiliated entity of TENANT; or

(c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock or other ownership interests of TENANT; provided the resulting entity from such merger or consolidation or the transferee, other than a parent, subsidiary or affiliated entity of TENANT from any such acquisition shall have a net worth not less than TENANT's prior to the merger, consolidation, or acquisition; and provided further any such assignee or sublessee, as the case may be, shall agree in writing to assume and perform all of the terms and conditions of this Lease on TENANT's part to be performed from and after the effective date of such assignment or subletting, including, but not limited to, the mandatory and permitted use provisions.

15.4 Additionally, anything herein to the contrary notwithstanding and without the express written consent of BOARD, an approved subtenant of the Premises may assign or sublease its sublease of the Premises, in whole or in part, to:

(a) any corporation into which or with which subtenant has merged or consolidated;

(b) any parent, subsidiary, successor, or affiliated entity of such subtenant; or

(c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of such subtenant.

15.5 Provided any assignee of BOARD assumes in writing all of BOARD's obligations under this Lease accruing after the date of an assignment and so notifies TENANT, BOARD may assign its interest in this Lease during the Term; provided, however, TENANT shall make all payments required under this Lease to BOARD until TENANT is furnished documentation evidencing such assignment, and TENANT shall not be liable to any assignee for any rentals due hereunder until TENANT is furnished documentation evidencing such assignment. Upon compliance with the terms and provisions stated in the preceding sentence, BOARD shall be released from all future obligations accruing under this Lease.

15.6 TENANT shall have the right, during the Term hereof, to mortgage, encumber, hypothecate or otherwise enter into and execute loan security instruments involving TENANT's leasehold estate created by this Lease (a "Leasehold Mortgage"). The mortgagee or other secured party or pledgee (the "Mortgagee") shall not be liable to perform the obligations of TENANT hereunder unless and until the Mortgagee executes a written assumption of said obligations. Notwithstanding the limitations on assignability set forth above, the Mortgagee shall not be required to obtain BOARD's consent to foreclose the Leasehold Mortgage or to acquire the leasehold estate by voluntary assignment; provided however that the Mortgagee shall not be entitled to exercise any of the rights or privileges of TENANT hereunder acquired without BOARD consent unless and until the Mortgagee executes a written assumption of all of TENANT's obligations and liabilities hereunder except as provided below, and provided further that the Mortgagee shall not be entitled without BOARD consent to thereafter employ TENANT as a manager of the Leasehold Improvements or the leasehold estate or to maintain any other contractual relationship with TENANT concerning the Leasehold Improvements or the leasehold estate. In the event of a foreclosure or voluntary assignment, the Mortgagee shall be required to give timely notice thereof to BOARD; and upon such notice, the Mortgagee shall be entitled to receive a permit from BOARD, for a term up to nine months, that allows the Mortgagee (without

assuming all past or future Lease obligations) to make necessary repairs to the Leasehold Improvements or to otherwise protect the Leasehold Improvements from deterioration, and to market the property to prospective assignees, and that also obligates the Mortgagee to assume only that liability under the Lease that accrues during the term of the permit. Any rights or privileges acquired by the Mortgagee, with or without BOARD consent, shall be subject to all provisions in this Lease, including without limitation all prohibitions or conditions concerning assignability of this Lease.

15.7 All of Mortgagee's rights shall terminate no later than the expiration or termination of the leasehold estate. In the event there is a termination of the leasehold estate under the provisions hereof prior to the expiration of the Term of this Lease, the lien rights of any Mortgagee shall terminate and cease immediately; provided that Mortgagee shall be entitled to cure any default as otherwise set forth in this Lease; and provided further that if TENANT voluntarily surrenders possession of the Premises or if the Lease is rejected or terminated in a TENANT bankruptcy proceeding, the Mortgagee shall be entitled to assume TENANT's obligations hereunder so that Mortgagee's leasehold mortgage shall not terminate as a result thereof. BOARD shall not agree or consent to any amendment or modification of this Lease without the prior written consent of the Mortgagee. In the event that the Leasehold Mortgage can be preserved only through the issuance of a new lease, then the Mortgagee or a tenant of its designation shall be entitled to receive a new lease under identical provisions and for the remainder of the Term of the Lease.

15.8 Nothing contained in any Leasehold Mortgage shall ever be construed to pledge, mortgage, encumber, hypothecate, alienate or otherwise grant or convey all or any part of the fee simple title to the real property underlying the leasehold herein given, as same is publicly-owned property not subject to encumbrance or involuntary sale or divestiture.

15.9 Upon creation of any Leasehold Mortgage, the Mortgagee shall notify BOARD in writing that a Leasehold Mortgage has been created, and shall furnish to BOARD the address to which it desires copies of notices to be mailed, or designate some person or corporation as its agent and representative for the purpose of receiving copies of notices. BOARD hereby agrees that no notice to TENANT under the terms and provisions of this Lease shall be effective against a Mortgagee unless a duplicate copy thereof is mailed in the manner provided herein.

15.10 Within thirty (30) days of written request by TENANT, BOARD shall execute and deliver to TENANT and/or to any Mortgagee, without charge, a certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (ii) the dates, if any, to which all Rent due hereunder has been paid, (iii) whether there are then existing any charges, offsets or defenses against the enforcement by TENANT of any agreement, covenant or condition hereof on the part of BOARD to be performed or observed (and, if so, specifying the same), and (iv) whether there are then existing any defaults by TENANT in the performance or observance by TENANT of any agreement, covenant or condition hereof on the part of TENANT to be performed or observed and whether any notice has been given to TENANT of any default which has not been cured (and, if so, specifying the same). BOARD's failure to deliver such statement within thirty (30) days of a written request therefor shall constitute a binding acknowledgement by BOARD (i) that this Lease is in full force and effect without modification except as may be represented by TENANT, (ii) that there are no defaults in the TENANT's performance hereunder, and (iii) that there have not been any payments of advance Rent other than as provided in this Lease. Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee or beneficiary under a deed of trust of the Premises or the leasehold estate hereunder or any part thereof.

15.11 BOARD hereby waives all statutory liens to which BOARD might be entitled on TENANT'S or any approved subtenant's personal property, goods, equipment, inventory, furnishings, chattels, accounts and other assets that are not permanently affixed to the Premises. An asset is not permanently affixed to the Premises if its removal will not damage the Premises or the improvements thereon. BOARD hereby presently consents to the granting and establishment of security interests in such assets, provided that the debts secured by the security interests were incurred for the purpose of financing TENANT's or subtenants' operations at the Airport. Secured parties may foreclose upon and remove collateral, provided (i) they shall be obligated to reimburse TENANT or BOARD for the reasonable cost of repair of damage, if any, to the Premises or improvements thereon caused by the removal of the collateral, (ii) they conduct such removal only after written notice to BOARD, and (iii) they conduct the removal at a time and in a manner reasonably calculated not to interfere with Airport operations. In the event of termination of the Lease by BOARD, with or without cause, BOARD shall be entitled to remove the collateral from the Premises, to dispose of it without regard to commercial reasonableness, and to retain any proceeds of sale thereof; provided,

however, that secured parties that give BOARD written notice of their security interests shall be entitled to notice of termination and shall have at least thirty (30) days from said notice to take possession of the collateral and to remove it from the Premises as their sole means of enforcing their rights hereunder. Secured parties that give BOARD written notice of their security interests may rely on the assurances of this section, even though they are not parties to this Lease. Nothing in this section shall alter the requirements for a leasehold mortgage set forth elsewhere in this article.

ARTICLE 16 - Insurance

16.1 TENANT shall at its sole cost and expense, maintain in effect at all times during the Term of this Lease and as otherwise required by it, insurance coverage with limits not less than those set forth below with insurers, with A.M. Best key ratings as set forth below in which the job site or relevant property is located and acceptable to the BOARD and under the forms of policies satisfactory to the BOARD. None of the requirements contained in this Lease as to types, limits, or the BOARD's approval of insurance coverage to be maintained by the TENANT is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by TENANT under the Lease or otherwise provided by the Law. None of the insurance coverage set forth below will contain any exclusion or exclusionary language for contamination, or environmental impairment. Failure to maintain such insurance as required in this Lease is a default of which TENANT shall bear any cost or liabilities incurred, including any incurred by the BOARD.

16.2 (a) From and after the Effective Date, TENANT and TENANT's contractors and subcontractors shall maintain in full force commercial general liability ("CGL") insurance, and, if necessary, commercial excess/umbrella insurance, written on an OCCURRENCE basis, at TENANT's sole expense. The policy may be issued by one or more licensed insurance carriers, by either a primary policy with minimum limits of One million dollars ($1,000,000) per occurrence with a combined excess/umbrella policy with minimum limits of Five million dollars ($5,000,000) and shall primarily insure against liability for injury to or death of persons and loss of or damage to property occurring in and on the Premises. Such liability insurance shall name BOARD, the Cities of Dallas and Fort Worth, Texas, and their respective board members, council members, employees and agents as additional insured. The total coverage limits of the

policy(s) shall be in an amount of at least Six Million and No/100 Dollars ($6,000,000) per occurrence.

(b) CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(c) BOARD and the Cities of Dallas and Fort Worth, Texas, shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 11 11 85 or a substitute endorsement providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to BOARD.

(d) During the Term, TENANT shall maintain, at its sole cost and expense, pollution liability insurance. The limits for such policy shall not be less than $1,000,000. This coverage may be obtained either by a separate policy and/or by endorsement on the CGL policy.

16.3 During the Term, TENANT shall maintain, at its sole cost and expense, business automobile liability, if applicable. The policy(s) may be issued by one or more insurance carriers, by either a primary policy with minimum limits of Five hundred thousand dollars ($500,000) per occurrence with a combined excess/umbrella policy with minimum limits of Five million dollars ($5,000,000) and shall primarily insure against liability for injury to or death of persons and loss of or damage to property occurring in and on the Premises. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The total coverage limits of the policy(s) shall be in an amount of at least Five million five hundred thousand dollars ($5,500,000) per occurrence. Coverage shall be written on ISO form CA 00 01, CA 00 20, or a substitute form providing equivalent and/or adequate liability coverage.

16.4 During the Term, TENANT shall maintain, at its sole cost and expense, Workers' Compensation and Employer's Liability Insurance, if applicable, with minimum limits not less than $500,000 for each accident with death benefits to employees of the contractor who may sustain work-related bodily injury, death or disease. Coverage shall include ISO endorsement WC 00 03 13, or a substitute endorsement for Waiver Of Our Right To Recover From Others Endorsement.

16.5 During the Term, TENANT shall maintain, at its sole cost and expense, all risk commercial property insurance covering any building, fixtures, equipment, improvements and betterments. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) [ISO broad causes of loss form (CP 10 20)]. Commercial property insurance shall cover the replacement cost of the property insured. The amount insured shall equal the full estimated replacement cost of the property insured. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. BOARD shall be included as an insured and loss payee under the commercial property insurance. TENANT may, at its option, purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance, and in no event shall BOARD be liable for any business interruption or other consequential loss sustained by TENANT, whether or not it is insured, even if such loss is caused by the negligence of BOARD, its employees, officers, directors, or agents. In addition, TENANT or contractor of Leasehold Improvements and Tenant Infrastructure Improvements is required to carry Builder's Risk Insurance and list BOARD as Loss payee, as their interests may appear.

16.6 TENANT shall deliver to BOARD certificates issued by the authorized representative of the insurance carrier or carriers for each policy of insurance it is required to maintain pursuant to the terms of this Lease. The certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificates. Insurance certificates shall be faxed to 972-973-5651 or emailed to dfwrisk@dfwairport.com, or to such other addresses as designated by BOARD. If required insurance expires before completion of contract, updated certificates must be received prior to expiration.

16.7 Any insurance required by this article shall contain a provision that it cannot be terminated without thirty (30) days prior written notice to BOARD. All insurance under this article shall be maintained with insurance companies reasonably acceptable to BOARD, rated at least A-VI in "Best's Key Rating Guide," and licensed to do business in Texas.

16.8 TENANT shall not conduct any operation in the Premises, which would cause suspension or cancellation of its insurance coverage.

16.9 TENANT shall increase the insurance coverage levels set forth in this article, or obtain additional coverages, at the request of BOARD if BOARD reasonably determines an increase or additional coverage is necessary to conform to leases of a similar nature in the Dallas/Fort Worth, Texas area.

16.10 Provided TENANT has a net worth greater than or equal to $50,000,000, TENANT may comply with its insurance obligations by a combination of self-insurance, captive insurance and/or reinsurance treaties with designated limits described above. TENANT must have a Risk Management staff and/or contracted claims administration staff and obtain written approval from the BOARD to self-insure. BOARD reserves the right to increase the net worth requirements of TENANT from time to time for the purpose of determining TENANT's self-insurance rights as BOARD deems reasonably necessary to be consistent with other commercial leases in the Dallas/Fort Worth, Texas area of a similar nature.

16.11 Approval, disapproval, or failure to act by the BOARD regarding any insurance supplied by TENANT shall not relieve TENANT of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate TENANT from liability.

16.12 Notwithstanding anything to the contrary contained in this Lease, BOARD and TENANT hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action against each other, their agents, officers, directors, partners and employees, for any loss or damage that may occur to the Premises, the Leasehold Improvements, the Tenant Infrastructure Improvements, the Board Funded Improvements, or any other improvements, or to personal property including building contents within the Leasehold Improvements, by reason of fire or the elements of nature regardless of cause or origin including negligence of BOARD or TENANT and their agents, officers, directors, partners and employees. Because this section will preclude the assignment of any claim mentioned in it by way of subrogation or otherwise to any insurance company or any other person, each party to this Lease agrees immediately to give to each insurance company which has issued to it policies of insurance covering all risk of direct physical loss, written notice of the terms of mutual waivers contained in this section and to have the insurance policies properly endorsed to prevent the invalidation of such insurance coverage by reason of these waivers. Each party shall provide the other annually with evidence that its policies have been so endorsed. The

foregoing shall not, however, release the parties from their obligations regarding the duty to rebuild after fire or casualty as set forth in this Lease.

ARTICLE 17 - Indemnity

17.1 TENANT will indemnify and hold harmless BOARD, its members and employees, as well as the Cities and their respective councils, from all claims, liabilities, demands or causes of action, including all reasonable expenses (including attorneys' fees, both of outside counsel and litigation time of in-house attorneys) incidental thereto, for injury to any person or property caused by TENANT's negligent act or omission, or the negligent act or omission of any employee, agent or invitee of TENANT (which agent or employee is acting within the course and scope of their agency or employment), including without limitation any claim relating to the design or construction of the Leasehold Improvements, the Tenant Infrastructure Improvements and the Board Funded Improvements.

ARTICLE 18 - Fire and Casualty Damage

18.1 If all or any part of any Leasehold Improvement or Tenant Infrastructure Improvement is damaged or destroyed by fire or other casualty, TENANT shall promptly notify BOARD in writing.

18.2 (a) If the Premises is damaged by a fire or other casualty prior to the final fifteen (15) years of the Term, TENANT shall, at its sole cost and risk, diligently proceed forthwith to rebuild or repair the Premises to substantially the condition which existed prior to such damage, and any proceeds of insurance resulting from said casualty shall be used for said purpose. In this event, TENANT'S Mortgagee shall be entitled to control the disbursement of insurance proceeds.

(b) If the Premises is damaged by a fire or other casualty during the final fifteen (15) years of the Term, TENANT shall have the option to rebuild or repair such damage, or to provide written notice to BOARD within seventy-five (75) days of the date of casualty that TENANT desires to terminate this Lease, in which event this Lease shall automatically terminate and Rent and all additional charges shall be abated as of the date of such damage; provided, however, that all insurance proceeds and the amount of any deductible shall be paid to BOARD

before TENANT is released of its obligation to deliver the Premises to BOARD upon Lease expiration or termination pursuant to this Lease.

ARTICLE 19 - Condemnation

19.1 In the event less than all of the Premises is taken or condemned by any competent authority, such that TENANT may reasonably continue its operations thereafter, this Lease shall remain in full force and effect with a reduced Rent, if appropriate, commensurate with the reduced useable area of the Premises, in lieu of the amount of rental hereinabove provided, which reduced rental will become effective upon the earlier of the date of title transfer or the date of such taking.

19.2 In the event the entire Premises is taken or condemned or so much thereof as renders the Premises unusable for the continuation of TENANT'S operations thereafter, then this Lease shall terminate as of the earlier of the date of title transfer or the date of the taking.

19.3 Termination of this Lease because of condemnation shall be without prejudice to the rights of either BOARD or TENANT to recover from the condemning authority compensation and damages for the injury and loss sustained by them as a result of the taking. TENANT shall have the right to make a separate claim against the condemning authority for the fair market value of the leasehold estate, including Leasehold Improvements. In the event that the Law at the time of the condemnation does not provide or allow for separate condemnation awards for landlords and tenants, then TENANT shall be entitled to receive the portion of the condemnation award allocable to the leasehold estate, including Leasehold Improvements, and the remainder of the award shall be paid to BOARD.

ARTICLE 20 - Default

20.1 An event of default by TENANT shall occur if one or more of the following events shall occur:

(a) If TENANT shall fail to pay any monetary obligation, including without limitation any installment of Rent or Rents and Fees within ten (10) days of the due date; or

(b) If TENANT shall fail to perform any of its non-monetary obligations under this Lease and such failure shall continue for a forty-five (45) day period after BOARD shall have given TENANT written notice of its failure to perform.

None of the remedies upon default provided below shall be mutually exclusive.

20.2 If a non-monetary default by TENANT shall have occurred, or if a monetary default by TENANT shall have occurred more than three times within any consecutive twelve-month period, BOARD may terminate this Lease, effective immediately upon written notice, in which case all of the obligations and responsibilities of the parties under this Lease shall terminate except for accrued liabilities and except that TENANT shall surrender the Premises to BOARD in accordance with the expiration or termination provisions of this Lease. The right of termination shall be subject to the following requirements:

(a) any Mortgagee having a Leasehold Mortgage, as said terms are defined in this agreement, shall be entitled to separate notice hereunder of any default which is to form the basis of termination;

(b) TENANT or any such Mortgagee shall have thirty (30) days from the effective date of notice of a monetary default to cure such monetary default; and

(c) TENANT or any such Mortgagee shall have forty-five (45) days from the effective date of notice of a non-monetary default to cure such non-monetary default, or a longer period of time if reasonably necessary to cure such non-monetary default.

20.3 Upon even one default by TENANT, monetary or non-monetary, BOARD may exercise any of the following remedies:

(a) Upon a 10-day notice of intention to cure TENANT'S default for the account of and at the expense of TENANT, BOARD may cure the default for the account and at the expense of TENANT, and TENANT shall reimburse BOARD for the reasonable cost of curing TENANT'S default;

(b) Recover from TENANT: (i) all rent, accrued or unaccrued, provided however that if the Premises is returned to the BOARD'S control, voluntarily or involuntarily, the BOARD shall be obligated to mitigate its damages as to future rents by exercising reasonable efforts to lease the Premises, (ii) the reasonable expenses of reentering, repossessing, reletting, and repairing the Premises, including brokerage commissions, (iii) reasonable attorneys' fees (both of outside counsel and litigation time of in-house attorneys), (iv) late fees accruing pre-judgment, (v) post-

judgment interest at the highest rate allowed by Law, and (vi) any costs or expenses incurred by BOARD in curing any TENANT default;

(c) Recover under the performance bond; or

(d) Exercise any other remedy at law or in equity, provided, however, that any exercise of the remedy of termination shall be subject to the provisions of Article 20.2. BOARD and TENANT each acknowledge and agree that they shall not be entitled to pursue any claim for consequential or punitive damages against the other as a result of any breach or default of this Lease.

20.4 An event of default by BOARD shall occur if BOARD fails to perform any of its obligations under this Lease and such failure to perform shall continue for a thirty (30) day period after written notice from TENANT to BOARD or such longer period of time if reasonably necessary and BOARD is diligently pursuing the cure of such failure; however, in no event shall such additional period exceed sixty (60) days. **Neither interruption of BOARD's utility service, nor disruption of access caused by BOARD's street maintenance, nor BOARD's exercise of any other governmental function, shall constitute a BOARD default pursuant to this Lease.** In the event a default by BOARD shall occur, TENANT may pursue any legal or equitable remedy for which it is entitled, except that in no event shall TENANT be entitled to withhold or abate any installment of Rent, nor shall TENANT be entitled to seek consequential damages such as lost revenue, lost profits or lost business opportunity.

ARTICLE 21 - Environmental Matters

21.1 Environmental Terms.

(a) "Environmental Impact Claim" means any claim, suit, judgment, penalty, fine, loss, administrative proceeding, order, agreed order or citation by any governmental agency, or expense (including but not limited to any necessary and documented costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultants' fees, contractors' fees, and attorneys' fees) which arises in whole or in part out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof),

whether solid, liquid, or gaseous in nature. For purposes of this Lease, Environmental Impact Claim shall exclude any and all personal injury, wrongful death, product liability and environmental justice claims.

(b) "Environmental Laws" shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, codes, orders, and any other governmental requirements related to: air quality; discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.

(c) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or (ii) which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code and/or the Texas Health and Safety Code; or (iii) the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or (iv) without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde foam insulation.

(d) "Process Water" means water which contains Hazardous Material from any point source subject to permit requirements or subject to the Texas Pollutant Discharge Elimination System, the National Pollutant Discharge Elimination System, the Clean Water Act, or the Texas Water Code, amendments thereto, and regulations promulgated pursuant thereto.

(e) "Release" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment.

(f) "Solid Waste" shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act and shall include sewage.

(g) “Phase I Environmental Site Assessment” shall mean a site reconnaissance of the property or facility, a historical review of the subject site and surrounding properties, and a

review of federal and state environmental database records of the subject site and surrounding properties to identify recognized environmental conditions (addressing air, land, and water), in accordance with the applicable industry and regulatory standards.

(h) “Comprehensive Phase I Environmental Site Assessment” shall mean a hybrid investigation that incorporates all aspects of a Phase I ESA, and incorporates a subsurface investigation to establish baseline conditions of native soils within the boundaries of subject site.

(i) “Phase II Environmental Site Assessment” shall mean a subsurface investigation to establish conditions of soils within the boundaries of subject site, in accordance with the applicable industry and regulatory standards.

21.2 TENANT Representations and Warranties.

TENANT represents, warrants, and covenants the following:

(a) TENANT shall obtain and maintain throughout the Term of this Lease all licenses, permits, exemptions, registrations and other authorizations required under Environmental Laws and shall provide any notices required under Environmental Laws for conducting operations or related activities (e.g., waste generation) at the Premises. TENANT shall require its sublessees and contractors to obtain and maintain all licenses, permits, exemptions, registrations and other authorizations required under Environmental Laws for conducting operations or activities at the Premises or Landscaping Corridors.

(b) TENANT shall comply and shall cause all its employees to comply, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT‘s direction and control to comply, and shall include in all subleases a provision requiring the sublessee to comply and all employees, contractors, sublessees or other third parties under sublessee's control to comply with all applicable Environmental Laws.

(c) TENANT shall comply and shall require its employees to comply, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT‘s direction and control to comply with applicable BOARD policies, procedures, and permits related to protection of the environment, public health, and welfare, or safety.

(d) TENANT shall conduct and shall require its employees to conduct, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT‘s direction and control to conduct its/their activities and operations in a manner consistent with the BOARD's duties and obligations under Environmental Laws, including without limitation environmental permits (e.g., TPDES permit) issued to the BOARD and the

BOARD's commitments under the State Implementation Plan and the National Environmental Policy Act.

(e) TENANT shall not cause, contribute to, or permit (i) any Release of any Hazardous Material, Solid Waste, or Process Water by TENANT or its employees, agents, contractors, sublessees or other third parties under TENANT's control, on, at, or from the Premises into the environment; or (ii) any violation of any Environmental Laws as a result, in whole or in part, of TENANT's (and including third parties under TENANT's direction and control) use of or operations or activities at the Premises or Landscaping Corridors.

(f) TENANT shall dispose of, and shall require its employees, and shall exercise its best efforts to require its agents, contractors, sublessors, or any other third party under TENANT's direction and control to dispose of, any Solid Waste or any Hazardous Material generated or located by TENANT (or any third party under TENANT's control) at the Premises in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Lease, at the termination of this Lease, shall remove and dispose of all Solid Wastes and Hazardous Materials in accordance with this Lease at its sole expense in a lawful and timely manner.

21.3 Right of Entry and Inspection.

BOARD shall have the full right at all reasonable times, and in BOARD's sole discretion, to enter the Premises for the purpose of conducting an inspection, assessment, investigation, and/or regulatory compliance audit of the Premises and/or TENANT's operations at or use of the Premises, including operations of TENANT's employees, agents, contractors, sublessors, or any other third party under TENANT's control. BOARD or its authorized agents may perform testing of the Premises as needed, including test borings of the ground and chemical analyses of air, soil, water, Process Water, and waste discharges. BOARD will provide advance written notice, including at least twenty-four (24) hours' notice of planned intrusive testing, to TENANT to the extent practical under the circumstances, except in case of emergencies, when notice shall not be required. TENANT shall have the right to accompany the BOARD when any such testing is performed, and TENANT shall have the right to obtain, at TENANT's expense, split samples and copies of all non-privileged results of such testing, including any non-privileged reports.

TENANT shall cooperate (and shall require its employees and shall exercise its best efforts to require its agents, contractors, sublessors, or any other third party under TENANT's direction and control to cooperate) in allowing prompt reasonable access to the BOARD to

conduct such inspection, assessment, audit or testing. In the exercise of its rights under this article, BOARD shall not unreasonably interfere with TENANT's use and occupancy of the Premises pursuant to the provisions of this Lease. TENANT remains solely responsible for its environmental compliance, notwithstanding any inspection, audit, or assessment.

21.4 Right to Notify Authorities.

BOARD reserves the right to notify and/or consult any appropriate governmental authority or agencies regarding conditions of or on the Premises and/or concerns relating to TENANT's operations at or use of the Premises, including operations of TENANT's employees, agents, contractors, sublessors, or any other third party under TENANT's control, if BOARD reasonably believes those conditions or operations do or may violate applicable Environmental Laws, may pollute or contaminate the environment, or may adversely affect the health, welfare, or safety of persons, whether located on the Premises or elsewhere.

If BOARD so notifies and/or consults such governmental authority or agencies, BOARD shall notify TENANT, via its designated representative for environmental matters at the Airport, of such action within twenty-four (24) hours by verbal report in person or by telephone, electronic mail, or facsimile transmittal, to be confirmed, to the fullest extent practicable, within seventy-two (72) hours by written notice to TENANT of such notification and/or consultation, along with copies of all documents related to such notification and/or consultation, excluding legally privileged documents. BOARD shall also provide TENANT's designated representative, as soon as practicable, with written notice of all subsequent substantive communications with the government authority or agencies with regard to the matter, including copies of all related correspondence or other documents sent to or received by BOARD, excluding legally privileged documents.

21.5 Information to be Provided to BOARD.

TENANT shall immediately upon (and in no event later than five (5) days after) receipt, provide the BOARD with copies of any notice or other document issued to TENANT (or any employee, agent, contractor, sublessor, or any other third party under TENANT's direction and control) alleging non-compliance or investigating potential non-compliance with any Environmental Laws (i) at or related to the Premises, or (ii) at the Airport and alleged to arise in whole or in part from lease-related operations, activities, actions or omissions of TENANT or third parties under TENANT's direction and control.

TENANT shall provide to the BOARD, simultaneously with its submittal to any

governmental agency, a complete copy (including exhibits and attachments) of any reports or notices required by Environmental Laws, and which are not legally privileged, made confidential by applicable law, or protected as trade secrets, regarding (i) alleged or potential non-compliance with any Environmental Laws arising out of past or present operations or activities at or use of the Premises by TENANT or any employee, agent, contractor, sublessor, or any other third party under TENANT's direction and control, and/or (ii) the Release of any Hazardous Material, Process Water, and/or Solid Waste, in, on, or into the environment arising out of past or present operations or activities at or use of the Premises by TENANT or any employee, agent, contractor, sublessor, sublessee, or any other third party under TENANT's direction and control.

In addition, TENANT, at the request of the BOARD, shall make available for inspection and copying at TENANT's expense, within five (5) business days of TENANT's receipt of written request or upon other reasonable notice and at reasonable times, any or all of the substantive documents and materials (excepting those documents or materials that are legally privileged, made confidential by applicable law, or otherwise protected as trade secrets) that TENANT has prepared or caused to be prepared pursuant to any Environmental Laws or submitted to any governmental agency pertaining to the environmental compliance status of TENANT's operations at, activities related to, or use of the Premises, including without limitation any and all records, test results, studies and/or other documentation regarding environmental conditions relating to the use, storage, or treatment of any Hazardous Material and/or Solid Waste on or under the Premises.

TENANT shall also provide the BOARD with reasonable advance notice of any scheduled meeting between TENANT and any governmental agency regarding, in whole or in part, compliance or alleged non-compliance with Environmental Laws of the Premises or TENANT's (including its employees and third parties under its direction and control) use of, activities related to, or operations at the Premises**.**

The requirements of this section shall apply throughout the Term of this Lease and until TENANT's obligations with respect to the Premises are extinguished.

21.6 Response and Compliance Actions.

Without limiting the indemnity obligations pursuant to this article, if (i) the Premises or other property is or becomes contaminated or otherwise damaged or injured (as is reasonably determined by BOARD or any governmental agency) as a result of a Release of any Solid Waste or any Hazardous Material on, at, or from the Premises or the Airport by TENANT or by

its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control, or (ii) at any time during the Term of this Lease, or as determined by any regulatory compliance audit, environmental testing, investigation, or Concluding Environmental Assessment conducted pursuant to this article, any environmental contaminants or pollutants are discovered in, on, under or from the Premises (a) in excess of allowable levels established by applicable federal, state and local laws and regulations, or (b) that create or threaten to create an immediate or substantial threat to human health or the environment (as is reasonably determined by BOARD or any governmental agency), or (c) that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, code, standard or order, then TENANT at its sole cost and expense shall promptly control any such Release or contamination and shall immediately take all actions necessary or required to mitigate any immediate threat to human health or the environment. TENANT shall then undertake any further repairs or corrective actions, in a timely manner and in full compliance with Environmental Laws, as necessary to remove or remediate contamination, to protect the public health and safety and the environment, and to bring the Premises or other affected property into compliance with all applicable Environmental Laws and other applicable regulatory requirements in effect as of the date thereof.

If, as is reasonably determined by the BOARD, TENANT (i) does not take immediate or other timely action as necessary to mitigate or prevent any imminent threat to human health and safety or to the environment, (ii) does not perform or complete all necessary repairs, corrective actions or remediation required pursuant to this article or by applicable Environmental Laws, all within a reasonable time as determined by the BOARD or any government regulatory agency with jurisdiction over the work required herein, or (iii) fails to comply with any applicable Environmental Laws that subject the BOARD, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the BOARD, in addition to its rights and remedies described elsewhere in this Lease, at its election, may enter the Premises and take whatever reasonable action the BOARD deems necessary and/or appropriate to protect the public health and safety, to protect the environment, and/or to protect Premises and other BOARD property from any material impairment to their value. In the exercise of its rights under this article, the BOARD shall not unreasonably interfere with TENANT’s use and occupancy of the Premises.

21.7 Correction of Environmental Non-Compliance.

In the event that TENANT is in alleged non-compliance with any applicable

Environmental Laws (as is reasonably determined by the BOARD or any governmental agency with enforcement authority regarding such alleged non-compliance) and ***provided that*** the situation or condition in question does not, as determined by the BOARD in its reasonable discretion, either (i) require immediate action to prevent or mitigate contamination, harm to human health or the environment, or material impact to property value, or (ii) subject the BOARD, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the BOARD agrees to notify TENANT in writing of the alleged non-compliance and shall require TENANT to address such non-compliance within thirty (30) days of TENANT's receipt of that notice. Within that thirty (30) day period, TENANT shall have the opportunity to take whatever reasonable action is necessary, subject to approval by the BOARD, to correct such non-compliance, or provide the BOARD a binding commitment to do so within a reasonable time. TENANT shall also have the right during that thirty (30) day period to challenge, in accordance with the dispute resolution provisions of this article, any such determination of alleged non-compliance. TENANT's obligations under this section may be deferred, upon mutual consent of the parties, until a final ruling on such challenge has been issued. Should TENANT prevail in such a challenge, TENANT shall have no further obligation under this section.

If TENANT does not take such corrective action, undertake a challenge to the non-compliance determination, or provide a binding commitment within the thirty (30) day period, the BOARD may, at its election, enter the Premises and take such measures as the BOARD may deem necessary to correct the alleged non-compliance and/or to remediate any related contamination, all at TENANT's expense. All reasonable and documented costs associated with any action by the BOARD in connection with this section, including but not limited to reasonable attorneys' fees, shall be subject to the reimbursement and indemnification requirements of this article. In the exercise of its rights under this section, the BOARD shall not unreasonably interfere with TENANT's use and occupancy of the Premises**.**

Nothing in this section is intended or shall be construed so as to prevent the BOARD from exercising, in its reasonable discretion, any rights granted or available elsewhere in this article or Lease.

21.8 Corrective Action Process.

Before commencing any remedial or corrective action under this article, TENANT shall obtain approval from BOARD. The work shall be performed at TENANT's expense, and BOARD shall have the right to review and inspect all such work at any time using consultants

and representatives of BOARD's choice. All BOARD approvals required under this article shall not be unreasonably withheld. Specific cleanup levels for any environmental remediation work shall be designed to comply with applicable Environmental Laws and other applicable requirements of local, state and federal statutes, and regulations. TENANT shall, at TENANT's own cost and expense, make all tests, reports, and studies and shall provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to TENANT's response actions. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or remediation plan that may be necessary. In the event deed recordation by BOARD is necessary, TENANT shall reimburse BOARD and/or Cities for all deed recordation fees and attorneys' fees incurred in connection with such action.

In the event BOARD undertakes any action or incurs any costs in the exercise of its rights under this article, TENANT shall reimburse BOARD, in the manner determined by the BOARD in its reasonable discretion at the time such reimbursement is sought, for all reasonable and documented costs associated with such response, repairs, corrective action and/or remediation, including but not limited to consultants' fees, contractors' fees, attorneys' fees, penalties, costs of investigation or other costs incurred hereunder by BOARD or its agents.

Any remedial or other activity undertaken by TENANT under this article shall not be construed to impair TENANT's rights, if any, to seek contribution or indemnity from another person.

21.9 Environmental Indemnification.

Notwithstanding any other provision to the contrary, TENANT agrees to indemnify, defend, and hold harmless Board, the Cities of Dallas and Fort Worth, Texas, and their respective officers, directors, employees, agents and councils ("Environmental Indemnitees") from and against any and all claims, demands, penalties, fines, suits, actions, administrative proceedings (including informal proceedings), settlement reached, government orders, judgments, loss, damages, liabilities, costs, and expenses (including but not limited to reasonable and documented attorneys' and consultants' fees, litigation costs, expert witness fees, and expenses of investigation, removal, remediation, or other required plan or response action) incurred by or asserted against any Environmental Indemnitee at any time by reason of, in connection with, or arising out of (i) the breach of any representation or warranty set forth in this article by TENANT or any employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control, (ii) the failure of TENANT to Perform Any

obligation required by this article, (iii) documented loss to a third party or governmental entity from any Environmental Impact Claim, as defined herein, caused in whole or in part by or arising in whole or in part from the operations, activities, actions or inaction or omissions of TENANT or its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control at or in any way related to the Premises, or (IV) the violation by TENANT or its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control of any environmental law.

Regardless of the date of termination of this Lease, TENANT's obligations and liabilities under this article shall continue so long as BOARD bears any liability or responsibility under the Environmental Laws arising from TENANT's occupancy or use of the Premises during the Term of this Lease.

TENANT's obligation under this article to indemnify, defend and hold harmless shall not apply to claims related to or arising out of (i) contamination that existed at the Premises prior to the TENANT's actual physical occupancy of the Premises ("Date Of Beneficial Occupancy" or "DBO") under this Lease or TENANT's occupancy of any portion of the Premises pursuant to any prior lease, permit, letter agreement, or similar agreement between TENANT and BOARD, but only to the extent that such contamination was not caused by the acts or omissions of TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control; (ii) any Release that migrated onto or from the Premises that were not caused in whole or in part by TENANT or third parties under TENANT's direction and control; (iii) any Release on, at, or from the Premises not caused in whole or in part by the acts or omissions of TENANT or of its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control; or (iv) the gross negligence or willful misconduct on the part of any of the Environmental Indemnitees.

TENANT shall pay the resulting costs of such defense and settlement and any costs (including expert fees and attorney's fees) or damages finally awarded with respect thereto, provided that: (a) BOARD promptly notifies TENANT in writing of the claim or lawsuit and TENANT is given a timely opportunity to defend (with counsel of TENANT's choosing) same on behalf of said entities or persons; (b) TENANT has control of the defense and all related settlement negotiations, so long as no such settlement adversely affects BOARD's ability to exercise its rights under this article without BOARD's prior consent, and further provided that BOARD shall have the right to participate in the defense of any suit or similar proceeding at BOARD expense and through counsel of its choosing; and (c) All legal appeals felt to be necessary by TENANT have been exhausted.

TENANT shall keep the BOARD's Legal Counsel, Vice President of Environmental Affairs, and Vice President of Commercial Development informed about any defense actions or settlement negotiations that are subject to the indemnification provisions of this article.

In the event that TENANT fails or refuses to defend BOARD and/or those indemnified as provided in this article, BOARD and/or those indemnified shall have full right to undertake their own defense and to settle any such claims and/or lawsuits. In such event, TENANT shall be liable to BOARD and/or those indemnified, and shall promptly pay, any resulting judgment against, or settlement by them, and shall reimburse them for all reasonable attorney's fees and costs in undertaking such defense and/or settlements.

21.10 Limitation of Environmental Obligations.

TENANT's obligations under this article shall not apply to (i) contamination that existed at the Premises or the Airport prior to the TENANT's DBO under this Lease or TENANT's occupancy of any portion of the Premises pursuant to any prior lease, permit, letter agreement, or similar agreement between TENANT and BOARD, but only to the extent that such contamination was not caused by the acts or omissions of TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control; (ii) contamination that migrated onto or from the Premises or the Airport and that was not caused in whole or in part by TENANT or third parties under TENANT's direction and control; (iii) any Release on, at, or from the Premises or the Airport not caused in whole or in part by the acts or omissions of TENANT or by its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control. This section applies to this Lease only and is not intended to serve as a limitation of environmental obligations or as a defense to potential environmental liabilities that TENANT or its employees, agents, contractors, sublessors, or any other third party under TENANT's direction and control may otherwise have or incur in connection with its or their acts or omissions at the Airport unrelated to the Premises or this Lease.

21.11 Environmental Site Assessment.

BOARD and TENANT acknowledge that an Environmental Site Assessment, comprised of a Phase I Environmental Site Assessment (ESA) was performed for the Premises prior to TENANT's use or occupancy of the Premises. The Phase I ESA, completed in accordance with the American Society of Testing and Materials (ASTM) E1527-13 standard included a site reconnaissance of the property, a historical review of the subject site and surrounding

properties, and a review of federal and state environmental database records of the subject site and surrounding properties. TENANT may decide to perform a Comprehensive Phase I Environmental Site Assessment of the tract of land as part of Tenant's due-diligence. Should TENANT decide to complete a Comprehensive Phase I Environmental Site Assessment, which includes sampling and laboratory analysis, the results of the Comprehensive Phase I Environmental Site Assessment should be attached to this Lease as **Exhibit F**.

In the event the Comprehensive Phase I Environmental Site Assessment discloses conditions that must be reported to any government authority under applicable Environmental Laws, the BOARD shall make any such report unless mutually agreed otherwise by the parties.

Disclosure of any matter in **Exhibit F** shall not constitute any admission to be relied upon by any third party that such matter was material or a violation of any Environmental Laws.

21.12 Concluding Environmental Assessment.

Prior to the expiration or earlier termination of this Lease and before vacating the Premises (unless otherwise agreed in advance in writing by the BOARD), TENANT shall cause a qualified third party approved in advance by the BOARD to perform a Concluding Environmental Assessment ("CEA") to determine the environmental condition and state of compliance with Environmental Laws of the Premises and all improvements thereon. Except as otherwise may be agreed by the parties in writing at the time the scope of the CEA is decided, the CEA will be performed at TENANT's expense, up to a maximum cost of $25,000 adjusted for inflation, as measured by the CPI Factor (as defined in this Lease) from 2007 to the time of the CEA. The BOARD, at its option, may (i) participate in the TENANT CEA, either directly or through designated representatives or consultants selected by the BOARD, (ii) fund additional costs of the TENANT CEA in lieu of performing its own CEA, or (iii) conduct or cause a qualified third party to conduct, at BOARD expense, a shadow or separate CEA in addition to the TENANT CEA.

The scope of the Concluding Environmental Assessment shall include, at a minimum, sampling for all substances tested for during any Phase II Environmental Site Assessment and any environmental or regulatory compliance audit or testing performed for any portion of the Premises during the Term of this Lease, unless a different scope is mutually agreed to by the parties at the time the CEA protocol for the Premises is determined. All work performed and all documents and reports generated as part of the CEA shall at a minimum, be in accordance with the most recent version of the American Society of Testing and Materials ("ASTM") standards established for environmental site assessments, or equivalent alternative, and any applicable

regulatory-mandated standards for environmental site assessments. The BOARD may require, as it deems appropriate, that the CEA also include an investigation of environmental issues or conditions beyond the scope of the ASTM guidelines (e.g., lead, wetlands).

All interim and final results of any CEA (including any reports, documents, or test results) performed pursuant to the requirements of this article shall be simultaneously provided to the BOARD and TENANT. In addition, the BOARD shall have access, upon reasonable notice and at reasonable times, to all information, raw data, opinions, and test results generated by any such CEA, whether in draft, interim, or final form.

If any activities or tests conducted as part of the CEA indicate suspected contamination, the TENANT shall immediately notify the BOARD. The BOARD may require further investigation to evaluate the environmental conditions and extent of suspected contamination in the form of a Phase II Environmental Site Assessment. If the BOARD so requires, TENANT shall conduct, or shall allow the BOARD to conduct, using qualified professionals, sampling sufficient to meet industry standards, federal and state regulations and guidance of any areas of suspected contamination before concluding the CEA with respect to any area of concern or suspected contamination.

If (as is reasonably determined by the BOARD or any governmental agency) any Hazardous Material, Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), discovered on or at the Premises during the CEA does or threatens to pollute, damage, injure, or contaminate the environment, and/or adversely affect the health, welfare, or safety of persons, whether located on Premises or elsewhere, or to materially impair or interfere with the condition, use or enjoyment of Premises or any other Airport property, then the BOARD at its discretion may require the TENANT to provide BOARD with an immediate remediation plan and/or long-term care and surveillance plan for any contamination identified and a TENANT acknowledgement of responsibility and indemnification for any and all losses associated with such contamination. Any proposed plan or response action shall meet or exceed the compliance action requirements of this article and shall be submitted for BOARD review and approval prior to implementation.

If the CEA confirms the presence (surface or subsurface) of contaminant(s) in excess of the baseline quantities or levels established by any applicable previously conducted Environmental Site Assessment and in excess of allowable levels established by Environmental Laws, or if any environmental site assessment or compliance audit, study, or investigation reveals contamination, damage or injury by any Hazardous Material, Solid Waste, or other substances, or

demonstrate that remedial action is necessary or required (as reasonably determined by the BOARD or any governmental agency) to protect the public health and safety and/or the environment or to bring any portion of the Premises into compliance with then applicable Environmental Laws or to restore any material impairment of the value of any portion of the Premises or other affected property, then TENANT agrees to immediately undertake and to promptly complete to the satisfaction of the BOARD, in accordance with all applicable Laws and with the provisions of this article, and at TENANT's expense, any necessary or required clean-up, removal, or remedial action.

21.13 Reimbursement.

TENANT shall reimburse BOARD, in the manner determined by BOARD in its reasonable discretion at the time such reimbursement is sought, for any fines, penalties, or actual remediation costs and related reasonable and documented expenses that may be levied against BOARD by the Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental agency, or that otherwise may be incurred by BOARD as a result, in whole or in part, of TENANT's failure to comply fully and in a timely manner with its obligations under this Lease.

21.14 Compliance with Stormwater Regulations, Permits, and Other Requirements.

TENANT acknowledges that BOARD is or may be subject to the Texas Pollution Discharge Elimination System Program ("TPDES"), the National Pollution Discharge Elimination System Program ("NPDES"), and state and federal regulations relating to stormwater discharges, including without limitation 40 CFR Part 122, for operations that occur at the Airport. TENANT further acknowledges that it will conduct operations and activities (and shall require its employees to conduct operations and activities, and shall exercise its best efforts to cause its agents, contractors, sublessees or other third parties under TENANT's direction and control to conduct operations and activities) on or related to Premises in compliance with applicable regulations, including 40 CFR Part 122, and any applicable TPDES and/or NPDES permit(s), as these may be amended from time to time. TENANT acknowledges that its cooperation is necessary to ensure compliance with any TPDES or NPDES stormwater discharge permit(s). TENANT acknowledges that it may be necessary to undertake to minimize the exposure of stormwater to materials generated, stored, handled or otherwise used by TENANT (including third parties under its direction and control), as defined in state and federal stormwater regulations, by implementing and maintaining effective "Best Management Practices" as defined

in 40 CFR Part 122.2, depending upon the applicability to TENANT's operations or any activities conducted by TENANT at Premises and as implemented in any applicable TPDES and/or NPDES permit, as these may be amended from time to time. TENANT further acknowledges that any existing TPDES and/or NPDES stormwater discharge permit issued to BOARD, and any subsequent permit(s), amendments, extensions or renewals thereto, to the extent affecting TENANT's operations at or related to its use of Premises is incorporated by reference into this Lease. TENANT agrees to be bound by all applicable portions of said permit(s).

BOARD agrees to notify TENANT promptly of any changes to any portions of said permit(s) applicable to, or that affect, TENANT's operations at or use of Premises. BOARD also agrees to provide TENANT with written notice of those TPDES and/or NPDES stormwater discharge permit requirements (including any modifications thereto) that TENANT shall be obligated to perform from time to time at or related to its use of Premises, including, but not limited to: certification of non-stormwater discharges, collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. TENANT, within fifteen (15) days of receipt of the written notice, shall notify BOARD in writing if it disputes any of the stormwater discharge permit requirements it is being directed to undertake. If TENANT does not provide such timely notice, it is deemed to assent to undertake such requirements. If TENANT provides BOARD with written notice that it disputes such stormwater discharge permit requirements, BOARD and TENANT agree to negotiate a prompt resolution of their differences and to handle any such dispute in accordance with the dispute resolution provisions of this article. TENANT agrees not to object to BOARD notices required pursuant to this section unless TENANT has a good faith basis for doing so.

TENANT understands and acknowledges that certain of TENANT's future capital projects may require review and/or approval prior to construction or installation by the Federal Aviation Administration (the "FAA") and/or the Environmental Protection Agency (the "EPA") and/or the Texas Commission on Environmental Quality (the "TCEQ") pursuant to requirements imposed on the Airport and/or BOARD, including but not limited to the State Implementation Plan and other requirements related to the status of the Dallas-Fort Worth, Texas region as non-attainment for ozone. If requested by BOARD, TENANT agrees to assist the BOARD in preparing such submittals as are required of BOARD by FAA and/or EPA and/or TCEQ. TENANT releases BOARD from and waives any claim against BOARD based in whole or in part on any delay, failure to approve a BOARD submittal, or request for change in a proposed capital

project on the part of those agencies.

21.15 Use of Reclaimed Water

Should BOARD provide reclaimed water to TENANT, TENANT shall use BOARD-provided reclaimed water in the irrigation systems at the Premises, Landscaping Corridor(s) and common areas. TENANT understands and acknowledges that, as a user of reclaimed water, it is subject to Chapter 210 of Volume 30 of the Texas Administrative Code, "Use of Reclaimed Water" ("Chapter 210"). TENANT shall comply with the applicable requirements of Chapter 210 TENANT shall comply with reclaimed water operating procedures and contingency plans as are required by BOARD, including but not limited to DFW's Operation and Maintenance Plan for Reclaimed water.

21.16 "As Is" Status.

TENANT acknowledges that except as otherwise expressly set forth in this Lease, TENANT is taking the Premises AS IS without any express or implied warranty.

21.17 TENANT Equipment.

Notwithstanding anything in this Lease to the contrary, any fuel tanks, fuel pumps, waste oil tanks, and related lines and equipment installed by or on behalf of TENANT in furtherance of this Lease shall at all times remain the property of TENANT, and ownership of such equipment shall not pass to the BOARD by virtue of such equipment being installed on the Premises. No such equipment shall be installed without the written consent of the BOARD, which shall not be unreasonably withheld.

21.18 Waiver.

Any waiver of any provision of this article, or a delay by BOARD in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of BOARD, it being intended that no waiver shall be implied by BOARD's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this article shall be cumulative and in addition to, and not in lieu of,

any other remedies available to BOARD at law, in equity, or otherwise.

21.19 Term of Environmental Provisions.

The provisions of this article, including the representations, warranties, covenants and indemnities of TENANT, shall relate back to TENANT's DBO, and shall expressly survive termination of this Lease.

For purposes of this article, TENANT shall give written notice to BOARD of the effective date of any intended early termination of this Lease not less than ninety (90) calendar days prior to the anticipated date of such event.

21.20 Dispute Resolution.

BOARD and TENANT agree that any dispute between them relating to this article will first be submitted, by written notice, to a designated executive of both TENANT and BOARD who will meet at BOARD's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within ten (10) days after submission to them, or within any other mutually agreed time frame, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

21.21 Environmental Notices.

Notices provided for under this article must be made in writing and either delivered by hand or mailed by certified mail, return receipt requested, addressed as follows:

If to BOARD:

Vice President, Environmental Affairs Dept.
Dallas Fort Worth International Airport Board
P.O. Drawer 619428 *(if by mail)*
3100 E. 30th Street *(if by hand)*
DFW Airport, Texas 75261-9428
972-973-5563

With a copy to:

Vice President, Commercial Development Department
Dallas Fort Worth International Airport Board
P.O. Box 619428 (if by mail)
2400 Aviation Drive (if by hand)

DFW Airport, Texas 75261-9428
972-973-4655

If to TENANT:

_____
_____
_____
_____

ARTICLE 22 – MBE and M/WBE Program, Non-Discrimination

22.1 It is the policy of the BOARD that minority and/or women business enterprises shall have the maximum opportunity to participate in the performance of initial Leasehold Improvements on BOARD property. The BOARD has developed and implemented Minority Business Enterprise (MBE) and Minority/Women Business Enterprise (M/WBE) Policies and Procedures. The objectives of these programs is to ensure full and fair access to prime and subcontracting opportunities for all businesses and in particular minority and/or women business enterprises.

TENANT has received a copy of BOARD's MBE/M/WBE Policies and Procedures and TENANT agrees to comply with all applicable provisions of the MBE/MWBE Policies and Procedures and any amendments thereto in the design and construction of TENANT's initial Leasehold Improvements on the Premises and include same provisions in all contracts with its Design and/or General Contractor(s). In order to comply with the MBE/MWBE Policies and Procedures TENANT, through its Design and/or General Contractor(s) must either meet the contract specific goal(s) or demonstrate that it has made sufficient good faith efforts to meet the goal(s). If the TENANT, through its Design and/or General Contractor, will not meet the MBE/MWBE goals, it shall nevertheless be in compliance with the Lease if it can demonstrate to the Business Diversity & Development Department that it took all necessary and reasonable steps to achieve the goal(s) in accordance with Section IX. Good Faith Efforts to Meet Contract Specific Goals of the MBE/MWBE Policies and Procedures.

In accordance with the BOARD's MBE/MWBE Policies and Procedures, the MBE and M/WBE participation percentage commitments made by the TENANT at the time of BOARD Approval for this Lease are _____ percent (__%) M/WBE participation for Design and _____

percent (__%) MBE participation for Construction and are deemed to be contractual. The TENANT has a continuing obligation during the performance of the initial Leasehold Improvements as a covenant of performance to meet the MBE/MWBE utilization to which it committed to at Board Approval for the Lease. If the TENANT, through its Design and/or General Contractor(s), during the performance of the initial Leasehold Improvements, cannot meet its MBE/MWBE participation commitments, it shall nevertheless be in compliance with the Lease as long as it follows the provisions per Section IX. Good Faith Efforts to Meet Contract Specific Goals and submit documented good faith efforts to meet its original MBE/MWBE contractual commitment(s). The failure of the TENANT, to satisfy the MBE/MWBE participation commitment(s) or any other provisions of the MBE/MWBE Policies and Procedures may constitute a material breach of this Lease. During design and construction of the initial Leasehold Improvements, TENANT shall submit all required MBE/M/WBE forms, report online all MBE and/or M/WBE payments, and facilitate access to site for compliance checks in accordance with the BOARD's MBE/M/WBE Policies and Procedures. In accordance with the Board's MBE/M/WBE Policies and Procedures TENANT hereby designates the following individual as a contact for MBE and M/WBE compliance purposes, and shall promptly notify BOARD of any change in said contact:

_____
_____
_____
_____

22.2 This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 and 26 (collectively referred to as Part 23). TENANT agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, subcontract, purchase lease agreement, or other agreement covered by 49 CFR Part 23. TENANT agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters, and cause those businesses to similarly include the statements in further agreements. TENANT shall indemnify and hold harmless BOARD and the Cities from any claims and demands of third persons or of the United States Government resulting from TENANT's noncompliance with the provisions of this article; and TENANT shall reimburse BOARD for any loss or expense incurred by reason of such noncompliance.

22.3 General Civil Rights Provisions

TENANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If TENANT transfers its obligation to another, the transferee is obligated in the same manner as TENANT.

This provision obligates TENANT for the period during which the property is owned, used or possessed by TENANT and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Civil Rights Provisions

During the performance of this contract, TENANT, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** TENANT (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 contract.
2. **Non-discrimination:** TENANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. TENANT will not participate directly or indirectly in the discrimination prohibited by the Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by TENANT 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 TENANT of TENANT's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** TENANT will provide all information and reports required by the Acts, the Regulations, and 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, TENANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** TENANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. TENANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if TENANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, TENANT may request the sponsor to enter into any litigation to protect

the interests of the sponsor. In addition, TENANT may request the United States to enter into the litigation to protect the interests of the United States.

TENANT for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under the land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that TENANT will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

In the event of breach of any of the above nondiscrimination covenants, BOARD will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if this had never been made or issued.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, TENANT, 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 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, which 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 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this Lease shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

TENANT has full responsibility to monitor compliance to the referenced statute or regulation. TENANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this Lease shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. TENANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. TENANT retains full responsibility to monitor its compliance and Its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). TENANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 23 - Miscellaneous

23.1 Non-Waiver. The failure of BOARD or TENANT to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any right herein conferred, in any one or more instances, except as to the option to extend or renew the Term, if any, shall not be construed as a waiver of the same or any other term, condition, undertaking, or right.

23.2 Notices. Except as specifically set forth elsewhere in this Lease, any notice required to be given to either party by the other under the terms of this Lease shall be effective upon receipt or upon refusal to accept delivery, provided such notice is in writing and mailed by certified mail return receipt requested or sent by overnight courier to the appropriate address listed below or to such other addresses as directed in writing by the parties:

BOARD'S address:

Dallas Fort Worth International Airport
P.O. Box 619428
DFW Airport, Texas 75261-9428
Attention: Commercial Development Department

TENANT'S address:

_____
_____
_____
_____

23.3 Recordation, Short Form. BOARD agrees to execute a memorandum of lease in the form attached hereto as **Exhibit D** upon TENANT'S request. TENANT may record the memorandum of lease at its expense following the date hereof. The provisions of this Lease shall control, however, in regard to any omissions from the memorandum of lease, or in respect to any provisions hereof which may be in conflict with the memorandum of lease. TENANT and any approved subtenants may record memoranda of their subleases.

23.4 Parties Bound. Subject to limitations on assignability hereinabove, the terms, covenants, agreements, conditions and undertakings contained herein shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the parties hereto.

23.5 Entire Agreement, Modification, Severability. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease, will alter the covenants, agreements and undertakings herein set forth. This Lease shall not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

23.6 Number and Gender. All of the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any article, section or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

23.7 Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto. The laws of the State of Texas shall govern the interpretation of this Lease, and venue for any litigation concerning this Lease shall be in the county where the Premises is situated.

23.8 Exhibits. All exhibits, attachments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at verbatim herein.

23.9 No Partnership Formed. BOARD does not become a partner of TENANT in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with TENANT by virtue of this Lease.

23.10 Authority to Execute Lease. TENANT and BOARD each warrant and represent that the individuals signing this Lease on behalf of each has authority to enter into this Lease and to bind TENANT and BOARD respectively to the terms, covenants and conditions contained herein. Each party shall deliver to the other upon request, all documents reasonably requested by the other evidencing such authority including, without limitation, a copy of all corporate resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of TENANT or BOARD.

23.11 Force Majeure. BOARD and TENANT shall be excused for the period of any delay in performance of any obligations hereunder (excluding obligations for payment of Rents and Fees) when prevented from doing so by cause or causes beyond either party's control which shall include, without limitation, all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, inability to obtain any material or service or natural disaster. Nothing contained in this section shall excuse TENANT from paying in a timely fashion any payments due under the terms of this Lease.

23.12 Exculpation. Notwithstanding anything in this Lease to the contrary, neither BOARD staff, nor individual BOARD members, nor the Cities, nor any of their respective individual employees, agents, managers, directors, councils or officers, shall be personally liable for monetary damages arising by reason of any default which may occur in the performance of any of the terms of this Lease.

23.13 Attorneys' Fees. If any action or proceeding at law or in equity, (collectively an "action"), shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants, or conditions of this Lease, the prevailing party shall be entitled to recover from the other party as a part of such action, or in a separate action brought for that purpose, its reasonable attorney's fees (including litigation time of in-house counsel), costs and expenses incurred in connection with the prosecution or defense of such action. "Prevailing party" within the meaning of this paragraph shall include, without limitation, a party who brings an action against the other after the other is in breach or default, including if such action is dismissed upon the other's payment of the sums allegedly due or upon the other's performance of the covenants allegedly breached, or if the party commencing such action or proceeding obtains

substantially the relief sought by it in such action, whether or not such action proceeds to a final judgment or determination.

23.14 Brokerage. BOARD and TENANT each covenant that no commission or brokerage or other fee has been promised or contracted to be paid to any person involving this Lease; and each indemnifies and saves harmless the other from any such claim arising from an alleged act or omission by BOARD or TENANT.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the persons whose names appear below have affixed their signatures hereto on behalf of their respective principals as of the dates shown.

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

By: _____
John Brookby
Vice President, Commercial Development
Date: _____

Approved as to form:

_____
Legal Counsel for the Airport Board

_____

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B

LEASEHOLD IMPROVEMENTS

[INSERT: POD SUBMISSION, DELINEATE MULTIPLE PHASES (if applicable), REFERENCE THE DOCUMENTS ASSOCIATED WITH THE PRIVATE DEVELOPMENT'S PERMIT #]

EXHIBIT B

NOTICE OF LEASE

As provided by the terms of the lease agreement (the "Lease") between the undersigned parties, leasing premises described therein (the "Premises"), the undersigned hereby establish and agree (i) the Commencement Date is _____, 20____; and (ii) the Lease term shall run from _____, 20___, through _____, 20____ (the "Term").

IN WITNESS WHEREOF, the persons whose names appear below have affixed their signatures hereto on behalf of their respective principals as of the dates shown.

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

_____
Legal Counsel for the Airport Board

_____ (Tenant)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B
MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE concerns a lease (the "Lease") made and entered into by and between Dallas Fort Worth International Airport Board, hereinafter referred to as "BOARD", and _____, _____, hereinafter referred to as "TENANT".

1. BOARD, in consideration of the rents reserved and agreed to be paid by TENANT, and of the covenants, agreements, conditions and understandings to be performed and observed by TENANT, all as more fully set out in the Lease, has leased to TENANT certain premises (the "Premises") described in **Exhibit A** attached hereto.

2. The term commences as set forth in the Lease, which commencement date shall be in the year ____, and will expire forty (40) years after the commencement date.

3. This Memorandum of Lease is intended for recordation in the real property records of _____ County, Texas, in order to create constructive notice of the existence of a leasehold interest in the Premises. This Memorandum of Lease is not intended to supplement or amend the Lease, and shall not be used to contradict or interpret the Lease.

IN WITNESS WHEREOF, the persons whose names appear below have affixed their signatures hereto on behalf of their respective principals as of the dates shown.

[Signatures and acknowledgements on the following pages.]

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

_____
Legal Counsel for the Airport Board

_____ (Tenant)

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is signed above on behalf of the Dallas Fort Worth International Airport Board, and acknowledged that the above Memorandum of Lease is a true and correct memorandum of the Lease described herein and that he(she) is authorized to execute this Memorandum of Lease.

_____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is signed above on behalf of _____, a _____, and acknowledged that the above Memorandum of Lease is a true and correct memorandum of the Lease described herein and that he (she) is authorized to execute this Memorandum of Lease.

_____
Notary Public, State of Texas

EXHIBIT B

BOARD FUNDED IMPROVEMENTS

"Board Funded Improvements" are depicted and/or defined by the Construction Document set associated with DFW Permit _____, on which the BOARD issues construction permits. The definition of Board Funded Improvements may only be modified by written Addendums or Change Orders signed by BOARD's representative.

EXHIBIT B

SUMMARY OF ENVIRONMENTAL SITE ASSESSMENT

EXHIBIT B

SUBTENANT CONSENT AGREEMENT

This SUBTENANT CONSENT AGREEMENT is made by and between THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD ("Lessor") and _____ ("Subtenant"), with _____ ("Tenant"), joining in the execution hereof for the sole purpose of evidencing its consent to this agreement.

WHEREAS Lessor and Tenant have made and entered into a certain lease (the "Lease") having an Effective Date of _____, demising to Tenant certain real property (the "Premises") situated in _____ County, Texas, more particularly described in the Lease; and

WHEREAS Tenant and Subtenant have executed and entered into a certain sublease dated as of _____ (the "Sublease"), demising the Premises (or a portion thereof) (the "Subleased Premises") to Subtenant;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this agreement, Lessor and Subtenant, with the consent of Tenant, do hereby covenant and agree as follows:

1. Consent to Sublease. Lessor confirms that it has approved the Subtenant, subject to all terms and conditions of the Lease. Lessor acknowledges that Subtenant is an acceptable subtenant of the Subleased Premises.

2. Cure of Default. Lessor agrees that in the event of any default or event of default by Tenant under the Lease, or in the event Tenant shall fail to perform or observe any of the terms, conditions or agreements required to be performed by Tenant pursuant to the Lease, Lessor shall give written notice thereof to Subtenant, at the address set forth below (or such other address as Subtenant may indicate by notice hereafter to Lessor in writing). Subtenant shall have the right (but not the obligation) to cure such default or failure within thirty (30) days following receipt of such notice from Lessor; and Lessor shall not take any action with respect to such failure under the Lease, including, without limitation, any action intended to terminate, rescind or avoid the Lease, for such period of thirty (30) days after receipt of such written notice by Subtenant; provided, however, that in the case of any non-monetary default which cannot with diligence be cured within said thirty (30) day period, if Subtenant shall proceed promptly to initiate measures to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, not to exceed one hundred eighty (180) days following the occurrence of the non-monetary default. Without limiting the foregoing, Lessor agrees that no default and no termination of the Lease in connection therewith shall be effective unless notice shall first have been given to Subtenant in accordance with the terms of this agreement. Lessor further agrees that where any default under the Lease is not capable of or subject to cure, or in the event of the bankruptcy or insolvency of Tenant, Subtenant shall have the option (upon written notice to Lessor) to enter into a new lease with Lessor on substantially the same terms as the Lease for the then remaining term of the Lease following the termination of the Lease by Lessor or the rejection of the Lease by a bankruptcy trustee under applicable laws. Subtenant shall not be

obligated to Lessor to perform the obligations of Tenant under the Lease unless and until Subtenant executes a written assumption of said obligations.

3. Notices. Any notice required to be given to any party by the other under the terms of this agreement shall be effective upon receipt or upon refusal to accept delivery, provided such notice is in writing and mailed by certified mail, return receipt requested, or sent by overnight courier to the appropriate address listed below or to such other address as directed in writing by the parties:

If to Lessor: Dallas Fort Worth International Airport
Attention: Commercial Development
P.O. Box 619428
DFW Airport, Texas 75261-9428

If to Subtenant: _____
Attention: _____
_____
_____
Email: _____
Phone #: _____

3. Amendment in Writing. No modification, amendment, waiver or release of any provision of this agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom enforcement is sought.

4. Counterparts. This agreement may be executed in several counterparts each of which will be deemed an original, and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the dates indicated below.

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

By:_____
Name:_____
Title:_____
Date:_____

Approved as to form:

_____
Legal Counsel for the Airport Board

_____ (Subtenant)

By:_____
Name:_____

Title:_____
Date:_____

_____ (Tenant)

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT B

LANDSCAPING

CORRIDOR

Exhibit C – INFRASTRUCTURE REIMBURSEMENT AGREEMENT

EXHIBIT C –
INFRASTRUCTURE REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is executed between the Dallas Fort Worth International Airport Board ("BOARD") and _____ ("TENANT-DEVELOPER") effective as of the date it is fully executed by all parties ("Effective Date").

BACKGROUND:

BOARD and TENANT-DEVELOPER executed a Lease Agreement ("Lease"). All defined terms in the Lease shall have the same meaning in this Agreement.

The Lease requires TENANT-DEVELOPER to design and construct (collectively "the Work"), on BOARD's behalf, certain improvements ("Board Funded Improvements") described on Exhibit 1.

The parties are executing this Agreement to establish the terms of reimbursement for the Work.

BOARD and TENANT-DEVELOPER agree as follows:

1) PERFORMANCE:

a) The Work: TENANT-DEVELOPER will design ("Design Services") and construct ("Construction Services") the Board Funded Improvements. Accordingly, the term "Work" includes the design, construction and related services required or reasonably inferred as necessary to fulfill the TENANT-DEVELOPER's obligations, whether completed or partially completed, and includes all labor, materials, equipment, supplies, apparatus, appliances, fixtures, tools, implements, supervision, transportation, utilities, storage, and services provided or to be provided by the TENANT-DEVELOPER. The Work may constitute the whole or a part of the Project. The Project is the total design and construction of which the Work performed under the construction document set associated with BOARD Permit # _____ may be the whole or a part, and may include design and construction by the BOARD and by separate contractors.

b) Change Orders:

Change orders may be issued by BOARD. Change orders shall not require agreement by TENANT-DEVELOPER except as to the amount of reimbursement, the scope of the Work to be performed by TENANT-DEVELOPER or the required dates of completion.

c) Standard of Care: TENANT-DEVELOPER and all persons performing Work:

i) shall have the knowledge, abilities, skills and resources to provide the Work per the construction document set associated with BOARD Permit # _____, including this Agreement, all subcontracts, the design documents and all applicable laws; and

ii) will perform it per the applicable professional standard of care pursuant to

Texas Local Government Code Section 271.904(d).

2) AGREEMENT INTENT: The overarching goal of this Agreement is to ensure that BOARD is sufficiently involved in the Design Services and Construction Services so that it is assured that what is designed and constructed meets its needs as the owner and operator of Dallas Fort Worth International Airport ("Airport"), including its role as lessor of commercial property located on the Airport. In addition to the obligations this Agreement imposes upon it, TENANT-DEVELOPER agrees to comply with any other reasonable written directives issued by BOARD to ensure this Agreement operates as intended.

3) BOARD PROVIDED INFORMATION; RISK ALLOCATION; LICENSE:

a) No Warranty: BOARD may furnish TENANT-DEVELOPER project site information (e.g. property, boundary, easement, right-of-way information; topographic and utility information; geotechnical surveys; special data and conditions; and other special investigations). All information is provided without warranties or representations as to its accuracy or suitability. TENANT-DEVELOPER's reliance on that information at its own risk.

b) Due Diligence: TENANT-DEVELOPER must:

i) carefully examine information supplied by BOARD or other persons acting on its behalf, visit the project site, and fully inform itself of all matters that may affect the Work, the time for its performance, or its costs; and

ii) satisfy itself as to the character, quality and quantities of Work to be performed, materials to be furnished, and the requirements of this Agreement and the LEASE.

c) License: This Agreement constitutes a temporary license for TENANT-DEVELOPER and its consultants, contractors, subcontractors, representatives, agents and employees to enter the property owned by BOARD to perform the Work, which license shall automatically terminate upon Final Completion of the Work.

4) TENANT-DEVELOPER RESPONSIBILITIES:

a) Implementation/Supervision: TENANT-DEVELOPER must implement the Work in full compliance with this Agreement and all applicable laws and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the requirements of this Agreement. The TENANT-DEVELOPER is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures. The TENANT-DEVELOPER is responsible for having visited the site and having ascertained all pertinent local conditions such as existing subsurface conditions (including latent conditions), location, accessibility and general character of the site, the character and extent of existing work, the character and extent of existing work within adjacent sites, and any other work being performed thereon prior to the commencement of work.

b) Cleaning: TENANT-DEVELOPER must keep the project site clean and free from waste materials and rubbish. The project site must be thoroughly cleaned before the substantial completion inspection and final completion inspection.

c) Safety; Maintenance of Traffic: TENANT-DEVELOPER must:

i) ensure safety is paramount at the project site and in performing Work;

ii) control operations so the traveling public is not inconvenienced;

iii) provide suitably illuminated barricades, warning signs and markings for hazards to protect the public and the Work;

iv) keep roads, sidewalks and pedestrian ways open to traffic unless their closure is required by this Agreement or applicable laws; and

v) construct any temporary connections for ingress to and egress from abutting property, roads, sidewalks and pedestrian ways required by this Agreement or applicable laws.

5) COSTS AND REIMBURSEMENTS; PAYMENTS:

a) Maximum Reimbursement: BOARD will reimburse TENANT-DEVELOPER's costs for the Board Funded Improvements in an amount not to exceed the maximum reimbursement set forth in Exhibit 3 ("Maximum Reimbursement").

b) Cost Differentiation: If reimbursement differentiates among categories such as design costs, construction costs, development fees, contractors' fees, or contingency, then the Maximum Reimbursement for each such category shall be set forth in Exhibit 3.

c) Contingency Funds: Contingency funds are for unanticipated design and construction costs not attributable to TENANT-DEVELOPER error, and TENANT-DEVELOPER must request such contingency funds in writing, which may be denied in BOARD's discretion.

d) Applications for Reimbursement: All costs will be billed and reimbursed on a dollar for dollar basis, substantiated by invoices in an Application for Reimbursement ("App-R") in the form attached as Exhibit 2, paid or to be paid from the App-R funds, based on the Schedule of Values attached as Exhibit 3. Statutory retainage amounts will be withheld as required by law. Retainage amounts will be released with payment of the final App-R unless BOARD agrees in its sole discretion to partial early release to facilitate payment to subcontractors who complete their work early in the project. The Board may request any documentation necessary to consider a partial early release.

e) Payment:

i) Payments by BOARD: Receipt of the following items must be provided prior to payment:

1. Exhibit 2, Application for Reimbursement and Affidavit of Payment;
2. Exhibit 3, Schedule of Values, in PDF and Excel format;
3. Complete invoice from the general contractor and sub-contractors with back-up certified by the designer, with release of lien and claim;
4. TENANT-DEVELOPER's updated work progress schedule for all open permits associated with the Work;
5. Confirmation that the TENANT-DEVELOPER's as-built documentation at the site is current; and
6. All required Business Diversity & Development required documents and actions.

ii) Time for Submission: TENANT-DEVELOPER must submit the four above enumerated items to BOARD by each month's 10th calendar day ("Day").

iii) Payments by TENANT-DEVELOPER: Compliance by TENANT-DEVELOPER and its contractors with the provisions of the Texas Prompt Pay Act, Texas Government Code Chapter 2251, is a material term of this Agreement. BOARD may withhold all or any portion of a reimbursement to TENANT-DEVELOPER until such compliance is documented.

iv) Non-Waiver: No reimbursement, Work inspection, use of Work or exercise of any Agreement right constitutes Work acceptance by BOARD, obviates any BOARD right concerning that Work or relieves TENANT-DEVELOPER of any Agreement obligations.

v) Adjustments: BOARD may adjust App-R payments to address prior overpayments or underpayments.

f) Withholding of Payments:

i) BOARD may reject any App-R partially or entirely and request that it (or portions of it) be corrected and resubmitted if BOARD determines the App-R has been improperly submitted or that any portion of it is not due, including without limitation because Work is not performed per the construction document set associated with BOARD Permit #; this Agreement or applicable laws; a current or prior App-R contains an error, there is a dispute concerning an App-R; defective Work is not corrected; BOARD has a right of offset; payments to subcontractors are in arrears without cause; BOARD receives a written request from a surety to withhold payments, TENANT-DEVELOPER defaults under this Agreement, the LEASE, or any other agreement pursuant to which TENANT-DEVELOPER is providing Work in any capacity to BOARD; or applicable laws require withholding. Payments by BOARD will not be deemed late until the 46th day after they become due.

6) PROJECT SCHEDULE:

a) Agreement Time; Substantial Completion; Final Completion:

i) The Work must be completed within the Substantial Completion and Final Completion Dates (as defined below) specified in Exhibit 3, as such dates may be extended by approved change orders or Force Majeure.

ii) "Substantial Completion" is achieved when the Work can be used for its intended purposes without restriction (subject to completion of minor punch list items, the absence of which does not interfere with the intended use of the Work, including the intended normal business operations of the project, or detract from the aesthetic appearance of the project), and subject to:

(1) all designated or required governmental certificates of occupancy and other permits, approvals, inspections, and certifications for the project or such portion thereof as the case may be, have been achieved and issued and posted for the project or such portion thereof;

(2) all elements and project systems included in the Work (including, without limitation, all life safety systems) being operational and functional as designed and scheduled;

(3) all instruction of applicable personnel in the operation of the project systems being completed;

(4) BOARD having received all necessary documentation, and

(5) no liens, claims, or encumbrances having been filed or being outstanding with respect to the Work. Upon the BOARD'S determination of Substantial Completion, a letter of Substantial Completion shall be issued by BOARD's Code Department. TENANT-DEVELOPER must notify BOARD of Substantial Completion before BOARD has any duty to inspect the Work to make its determination thereof.

iii) "Final Completion" is achieved when there is nothing incomplete. The "Final Completion Date" shall refer to the target date of Final Completion set forth on Exhibit 3.

iv) Force Majeure: If the Work is delayed because of Force Majeure (as described in Section 23.11 of the Lease), the Substantial Completion and Final Completion Dates will both be extended one (1) day for each day of delay caused by the Force Majeure, provided that TENANT-DEVELOPER notifies BOARD in writing within ten (10) days of the date the Force Majeure commences, and again within ten (10) days of the date it ceases. TENANT–DEVELOPER's failure to provide either of these notices will constitute its waiver to seek any time extension due to Force Majeure. BOARD may terminate this Agreement for convenience if any Force Majeure lasts for longer than 120 days by written notice to TENANT-DEVELOPER. TENANT-DEVELOPER will only be entitled to reimbursement of costs incurred by it through the effective date of the termination for convenience. Weather delays

will not constitute Force Majeure unless inclement weather and related site conditions prevent the contractor from performing seven continuous hours of scheduled Work between the hours of 7:00 a.m. and 6:00 p.m., or otherwise within an 8-hour work day, of which the TENANT-DEVELOPER immediately notifies BOARD. BOARD shall determine in its sole discretion whether the conditions prevented the contractor from performing such Work.

7) INSPECTION:

a) TENANT-DEVELOPER must provide safe access to the project site so BOARD can inspect the Work at any reasonable time. TENANT-DEVELOPER may not cover up Work (including corrected Work) with finishing or other materials before BOARD inspects it. TENANT-DEVELOPER must provide BOARD at least five (5) days prior written notice ("the Inspection Period") that it needs Work inspected before it is covered up. If BOARD fails to inspect the Work within the Inspection Period, TENANT-DEVELOPER may cover the Work, and if BOARD later wishes to conduct an inspection, it will be at BOARD's expense and will increase the Maximum Reimbursement. If TENANT-DEVELOPER covers up Work prior to the end of the Inspection Period without BOARD inspecting it, TENANT-DEVELOPER must uncover and recover the Work at TENANT-DEVELOPER's cost so BOARD may inspect it. If uncovered Work is defective, TENANT-DEVELOPER must correct it at its cost.

b) Suspending Work: BOARD may suspend any Work by written notice to TENANT-DEVELOPER. Upon receipt of a suspension notice, TENANT-DEVELOPER must discontinue suspended Work on the date specified in the notice, place no further orders or subcontracts for the suspended Work, remain responsible for Work in place, take precautions necessary to prevent damage to or deterioration of the Work, store all materials so they will not become obstructions or be damaged, take other reasonable steps to minimize suspension costs, and follow other directives from BOARD concerning the suspension. TENANT–DEVELOPER will be entitled to an extension of the Substantial Completion and Final Completion Dates for each day of a suspension's duration, except for suspensions directed by BOARD as a result of TENANT-DEVELOPER's default under this Agreement or the Lease.

8) PROJECT COMPLETION AND ACCEPTANCE:

a) Substantial Completion Inspection: TENANT-DEVELOPER must notify BOARD in writing that the Work is ready for a Substantial Completion inspection. The notice must include a punchlist of Work to be completed prior to Final Completion and a completion date. BOARD will review the punchlist and schedule the requested Substantial Completion inspection. A scheduled Substantial Completion inspection will be attended by BOARD, TENANT-DEVELOPER, the designer, the construction contractor, and other representatives BOARD deems appropriate. If appropriate, BOARD will issue a Certificate of Substantial Completion. The Certificate of Substantial Completion will include a punchlist of Work that needs to be completed prior to any Final Completion inspection (based on TENANT-DEVELOPER's punchlist or one created by BOARD).

b) Final Completion Inspection: TENANT-DEVELOPER must give written notice to BOARD that it has completed the punchlist and the Work is ready for Final Completion inspection. The notice must include a copy of the punchlist noting the completion of all items on it. A scheduled Final Completion inspection will be attended by BOARD, TENANT-DEVELOPER, the designer, the construction contractor, and other representatives BOARD deems appropriate. If TENANT-DEVELOPER has complied with all conditions of Final Completion, BOARD will issue a Certificate of Final Completion. If TENANT-DEVELOPER fails a Substantial Completion inspection or Final Completion inspection, the process will be repeated until it passes. Final Completion is a condition precedent to TENANT-DEVELOPER's right to receive final payment. Neither final payment nor any remaining retainage shall become due and payable until TENANT-DEVELOPER submits to BOARD:

(1) an "all bills paid" affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which BOARD might be responsible or for which the project might be encumbered (less amounts withheld by BOARD) have been paid or otherwise satisfied;

(2) a certificate evidencing that insurance required by the Lease to be in effect after final payment is currently in effect;

(3) a written statement that TENANT-DEVELOPER knows of no substantial reason that the insurance will not be renewable to cover the period required by the Lease;

(4) consent of surety, if any, to final payment;

(5) as-built and record copy of all documents as required in the Lease and this Agreement;

(6) manufacturer's warranties, product data, and maintenance and operations manuals;

(7) if required by BOARD, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the project, to the extent and in such form as may be designated by BOARD; and

(8) all original permits, licenses, and certificates. If any liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, TENANT-DEVELOPER shall refund to BOARD all money that BOARD may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

c) Written Approvals: BOARD will not issue a Certificate of Substantial Completion, Certificate of Final Completion or authorize TENANT-DEVELOPER to submit a final App-R until all necessary written approvals of the Work have been obtained.

d) "As-Builts": Prior to submitting its final App-R, TENANT-DEVELOPER must submit As-Built construction documents for the Work to BOARD. TENANT-DEVELOPER shall maintain at the project site a copy of all drawings,

specifications, addenda, approved submittals, contract modifications, and all project correspondence. TENANT-DEVELOPER shall keep current drawings and specifications with postings and markings to record actual conditions of work, and show all changes made during construction. TENANT-DEVELOPER shall provide the BOARD access to these documents at all times or as requested.

i) **Format: "**As-Built" drawings for all work in formats directed by BOARD (electronic as-built/record drawing set on digital media, PDF, 3D AutoCAD/BIM). All drawing pages and the digital media must reflect the permit number and as-built stamp. The electronic PDF file must be minimum 300DPI. The AutoCAD files must include all reference files; and

ii) **Certification:** A certification of "As-Built" drawings issued by an engineer licensed to practice engineering in the State of Texas stating, at a minimum:

> "I am the engineer in charge of certifying the construction and as-built drawings for the Work and project known as "_____" referenced in a Reimbursable Agreement between the Dallas Fort Worth International Airport Board and _____, dated effective _____.
>
> Under my supervision, representatives of _____ [insert name of designer of record], qualified by education and experience to observe the construction for work similar to the Work involved in this Project, made on-site observations of the Work in progress for the purpose of ascertaining the contractor's conformance to approved plans and specifications. Based on these observations of the construction and on my reviews of the as-built drawings, I certify that all Work has been completed in accordance with the approved construction documents and will perform in accordance with them. Any minor deviations from the original approved construction documents are noted on the set of "As-Built" drawings and will not affect the performance of the Work as intended by the construction documents.
>
> As part of and in recognition of this certification, I affix my seal beside my signature at the bottom of this letter."

9) SUBMITTALS: The design documents, including any changes to them, must be submitted to BOARD for approval at least 30 days before commencing the Work reflected in them. If BOARD disapproves the design documents, this submittal and review process will be repeated until BOARD approves the design documents.

10) MBE AND/OR M/WBE PROGRAM, NON-DISCRIMINATION: The LEASE provisions concerning the MBE and or M/WBE commitment, MBE and/or M/WBE compliance procedures and non-discrimination apply to this Agreement. The Work will be included as part of the initial Leasehold Improvements under the Lease for purposes of calculating compliance with the MBE and M/WBE requirements under the Lease.

11) INSURANCE REQUIREMENTS:

a) LEASE Applies: The LEASE insurance provisions apply to this Agreement.

b) Flow-Down Required: TENANT-DEVELOPER must require all persons performing Work to maintain at least the kinds and minimum amounts of insurance required by this Agreement and the LEASE.

c) Professional Liability Insurance: All persons performing Work that includes engineering, architectural or land surveying services or other professional services must provide coverage for professional liability of at least $1,000,000 to be maintained from the Effective Date through a minimum of 1 year after Substantial Completion. TENANT-DEVELOPER must provide BOARD certificates of insurance reflecting that coverage. All claims-made policies must have a retroactive date that is on or before the Effective Date or the date the covered person first rendered professional services, whichever is later.

12) BONDS:

Bond Requirements: TENANT-DEVELOPER must provide coverage of the Work by a performance bond and payment bond that:

i) complies with Chapter 2253 of the Texas Government Code;
ii) is in the penal sum of $_____;
iii) names the general contractor as principal and TENANT-DEVELOPER and BOARD as co-obligees; and
iv) is in a form approved by BOARD.

b) Surety Requirements: All companies providing bonds must meet these minimum requirements:

i) Best's Rating not less than A-;
ii) Best's Financial Size Category not less than Class VII; and
iii) Companies must be authorized to conduct and transact insurance contracts by the Texas Department of Insurance.

c) Underwriting Requirements: All bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

d) Replacement Bonds: If a surety fails to meet these requirements, or is otherwise unsatisfactory to BOARD, it will notify TENANT-DEVELOPER in writing. TENANT-DEVELOPER must promptly obtain and submit to BOARD (a) new bond(s) issued by a surety acceptable to BOARD.

e) Submittal Dates: All bonds must be provided to and approved by BOARD at least 10 days before the Work commences.

13) WARRANTY: TENANT-DEVELOPER hereby warrants that all Work shall comply with this Agreement as of the date BOARD issues a Certificate of Substantial Completion, and such warranty will continue for 1 year from the date the corrected Work is accepted by BOARD. TENANT-DEVELOPER must enforce all warranty obligations against its general contractor, and shall arrange for BOARD to be a beneficiary or otherwise entitled to enforce such contractor warranties.

14) INDEMNIFICATION: TENANT-DEVELOPER must require all persons performing Work to indemnify, defend and hold harmless BOARD, the Cities of Dallas and Fort Worth, Texas and their respective officers, agents, legal representatives and employees from and against all claims for damages or injuries on account of, arising out of, or in connection with this Agreement, the project, the Work or their breach or violation of a statute, ordinance, governmental regulation, standard, or rule, unless the damages or injuries are caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of this Agreement by BOARD, the Cities of Dallas or Fort Worth, their agents or employees, or any person under their control or supervision. TENANT-DEVELOPER shall require all subcontractors to make the same indemnity of BOARD, the Cities of Dallas or Fort Worth, and their agents or employees. All indemnities by TENANT-DEVELOPER and it subcontractors shall survive final payment or termination of this Agreement.

15) ENVIRONMENTAL SUBSURFACE CONDITIONS; DISCOVERY/NOTICE: If TENANT-DEVELOPER encounters any subsurface condition involving hazardous substances, toxic waste or other similar circumstances regulated under applicable laws that concern the environment, it must immediately:

a) cease Work in the area where it was found;
b) take all reasonable measures to ensure that the Work in such area and the subsurface condition discovered are not further disturbed;
c) notify BOARD in writing of the discovery of the subsurface condition, describing it with particularity and, if appropriate, providing photos or other pertinent information to BOARD; and
d) await further instructions from BOARD.

16) DEFAULT AND TERMINATION:

a) Cross Default: TENANT-DEVELOPER's failure to comply with a material obligation under this Agreement or the LEASE will be deemed an event default under both. BOARD may exercise any default remedies available under this Agreement or the LEASE if TENANT-DEVELOPER defaults.

b) Re-procurement; BOARD Completion of Work; Costs. TENANT-DEVELOPER will be liable for all cost in excess of the Maximum Reimbursement incurred by BOARD to complete the Work, as well as any other costs allowed under this Agreement, the LEASE or applicable laws. BOARD may use any TENANT-DEVELOPER materials and equipment that have been mobilized for use in the Work to complete it, and enter into an agreement with another person to complete the Work or use other methods it deems appropriate. All BOARD costs to complete the Work will be deducted from any monies due or which may become due TENANT-DEVELOPER. If BOARD's costs to complete the Work exceed the balance of the Maximum Reimbursement, TENANT-DEVELOPER must pay BOARD the excess amount within 7 days of BOARD's invoice.

17) PERMITS, LICENSES, AND TAXES: TENANT-DEVELOPER must procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the prosecution of the Work.

18) **TAX EXEMPTION:** BOARD is exempt from certain state and local sales and use taxes under applicable laws. This exemption may be available to TENANT-DEVELOPER or persons downstream from it if certain procedures prescribed by the State Comptroller of Public Accounts are followed. TENANT-DEVELOPER is responsible for evaluating these tax-exempt possibilities and BOARD is not obligated to compensate TENANT-DEVELOPER for taxes paid on reimbursable items that qualify for tax exemption. The BOARD will issue to the TENANT – DEVELOPER an exemption certificate for the TENANT – DEVELOPER's records in substantiating materials "resold" to the BOARD by the Tenant – Developer's incorporation of said materials on the BOARD project(s).

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DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

Approved as to form:

By:_____
Name: John Brookby
Title: Vice President
Date:_____

_____

Legal Counsel for BOARD

_____, a _____

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT 1 - BOARD FUNDED IMPROVEMENTS

“Board Funded Improvements” are depicted in the construction document set associated with BOARD Permit #_____.

EXHIBIT 2 - APPLICATION FOR REIMBURSEMENT #__;
AFFIDAVIT OF PAYMENT

Date: _____

RE: Application for Reimbursement #___;

Dear ___:

Pursuant to the Reimbursement Agreement between the Dallas Fort Worth International Airport Board and ____ dated effective _____, 202_, the following are attached:

1. Application for Reimbursement #___ and updated Exhibit 3 seeking reimbursement of $_____.

2. All invoices, billing statements or similar back-up documents reflecting amounts on Application for Reimbursement #___ that require supporting documentation.

3. Affidavit of Payment of Debts and Claims for Application for Reimbursement #___.

Sincerely,

_____, a _____ limited liability company

By:_____
Name:_____
Title:_____
Date:_____

AFFIDAVIT OF PAYMENT

This Affidavit of Payment ("Affidavit") is submitted on behalf of ("TENANT-DEVELOPER"), by _____, _____ for TENANT-DEVELOPER in support of Application for Reimbursement No. ___, who, being duly sworn, upon his/her oath swears as follows:

1) This Affidavit is submitted pursuant to that certain Reimbursement Agreement executed between the Dallas Fort Worth International Airport Board ("BOARD") and TENANT-DEVELOPER dated effective _____, 202_ in support of Application for Reimbursement No. ___.

2) Application for Reimbursement seeks reimbursement in the total amount of $_____, as reflected in the application, its accompanying updated Exhibit 3; Schedule of Values, and the supporting documentation provided with them.

3) All monies represented in Application for Reimbursement Payment No. ___ and substantiated with the submitted support documentation have been paid or will be paid (in accordance with the Texas Prompt Pay Act; Texas Government Code Chapter 2251) out of the proceeds of Application for Payment No. ___ to all individuals or entities performing any portion of the Work reflected in Application for Payment No. ___.

4) All Work represented in Application for Payment No. ___ has been performed in accordance with applicable construction documents, drawings, plans and specifications.

5) The undersigned and TENANT-DEVELOPER acknowledge that BOARD is relying on this Affidavit in evaluating Application for Reimbursement No. ___ and determining whether and to what extent it is payable.

Executed _____ ___, 202_.

_____

[Signature]

Name:_____

Title:_____

Notary Public (Seal)

My Commission Expires:_____

EXHIBIT 3 - SCHEDULE OF VALUES

Exhibit D – License Agreement for Site Access

Exhibit D

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

LICENSE

The Dallas Fort Worth International Airport Board (hereinafter called “Licensor” or “Board”) hereby grants to _____ (hereinafter called “Licensee”) the hereinafter described privilege, in accordance with the terms and conditions set forth in this agreement (“License”) below:

(1)	LICENSEE:	
(2)	LICENSEE’S ADDRESS:	
(3)	PRIVILEGE (including property description):	To occupy and use that portion of property located on Dallas Fort Worth International Airport (“Airport”) designated by Licensor and more particularly described in Exhibit “A” attached hereto (the “Designated Operating Area”) for the purpose of performing Survey, Phase I or II Environmental Site Assessments, Potholing and Geotechnical Exploration Activities, with the understanding that the Licensor may change the Designated Operating Area, at any time for any reason, in Licensor’s sole discretion.
(4)	RENTS AND FEES:	N/A
(5)	EFFECTIVE DATE:	Upon full execution by Board and Licensee
(6)	EXPIRATION DATE:	Upon notice by Board, as set forth herein.
(7)	SPECIAL TERMS AND CONDITIONS:	Licensee must notify Sue Kunze at 972-973-4653 no less than 48 hours in advance of accessing Airport property and provide details as to the specific Privilege Licensee will be performing on the Designated Operating Area. Licensee must notify Naresh Shahani at 972-973-1772 no less than 48 hours in advance of accessing Airport property and provide details as to the specific Privilege Licensee will be performing on the Designated Operating Area. Each day, before accessing Airport land, Licensee must call the Airport Operations Center (“AOC”) at 972-973-3112 to notify AOC of the areas in which Licensee will be working and planned activities. Licensee must contact James Greer with the Airport's Environmental Affairs Department ("EAD") at 972-973-5568 prior to commencing any work activities for further

direction and required coordination between Licensee and EAD.

Should the location for the work activities be in a shrubby or wooded area AND if the work is scheduled to be done during nesting season (February through August), a nest survey must be completed prior to any work commencement. The nest survey must be done by a qualified 3rd party to identify active nest areas and to remove inactive nests. If work has not commenced within five days of the original nest survey, a second 3rd party verification survey must be done to ensure no new nests have been constructed.

As it relates to any Phase I or Phase II Environmental Site Assessment ("ESA"), EAD must approve the consultant performing the ESA and Licensee must submit a draft report for review by EAD prior to finalizing any reports.

In connection with any potholing or geotechnical activities, Licensee must provide the Airport with the proposed boring locations and access path for review and approval by EAD. If the boring locations or access path interfere with any active nests discovered by the nest survey, the boring locations and access path must be modified accordingly. Any slurry created by pothole or geotech activity is to be placed back in the hole. If it is not possible to leave the slurry in place onsite, please contact Lauren Henson with EAD at 972-973-5151 to discuss disposal requirements. No soil is permitted to leave DFW airport property without coordination with EAD. In addition, any subsurface work performed in the vicinity of a natural gas or petroleum pipeline must be coordinated in advance as follows:

Total natural gas pipeline - Contact Williams Pipeline at 682-730-4845.

Explorer petroleum pipeline – Contact Explorer at 877-918-7473.

Digsafe – Contact 811.

DFW Airport – Contact Jim Jackson at 972-973-4669

GENERAL TERMS AND CONDITIONS

USE OF AIRPORT

License. For and in consideration of the payment of the rents and fees as set forth herein, Licensee shall have the NON-EXCLUSIVE right to use the Designated Operating Area described herein for the limited privileges set forth herein, and none other.

No Leasehold Interest. Licensee acknowledges that this License is not a lease, that there are no leased premises, and that this License does not create a leasehold interest in any part of the Airport.

No Warranties of Suitability. Licensee acknowledges that Licensor has made no representations whatsoever concerning the suitability of any Airport property or facilities for the exercise of the above-stated privileges.

Ingress and Egress. Licensee, its employees, invitees and those doing business with it shall have the right of ingress and egress to the Designated Operating Area, subject to applicable parking fees, traffic regulations, and other operational rules prescribed by the Board.

Nuisances and Board Rules. Licensee, its employees, invitees, and those doing business with it shall conduct its operations in such a manner so as not to annoy, disturb or be offensive to others at the Airport, and shall maintain the Designated Operating Area in a clean and orderly manner as prescribed by Licensor. Licensee shall obey all rules and regulations of the Board as same may be amended from time to time.

Repairs and Improvements. Licensee shall promptly repair or replace any property of the Licensor damaged by Licensee's operations hereunder, and Licensee shall make no improvements or alterations to Licensor's property. Furthermore, Licensee shall be solely responsible at its sole cost and expense for canceling and discharging any mechanics' or materialmens' liens that may be filed or attempted to be filed against the Designated Operating Area and shall release and indemnify Licensor and Cities against any cost or claims associated with canceling or discharging such liens. Licensor or its agents shall have the right at any reasonable time to inspect Licensee's activities pursuant to this License. Licensee shall be solely responsible, at its expense, for properly determining and verifying the location of any utilities or infrastructure in or around the Designated Operating Area, and for properly protecting and/or relocating utilities and infrastructure, including without limitation, those owned or controlled by Board or any other third parties. Any information provided by Licensor regarding the location of any utilities or infrastructure, whether within the Designated Operating Area or elsewhere, is for general information only and shall not relieve the Licensee of the above-stated obligation to independently determine and verify the location of such utilities or infrastructure.

COMPLIANCE WITH APPLICABLE LAWS

General. Licensee shall pay all taxes, fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder, and shall make all applications, reports, and returns required in connection therewith. Licensee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the operations of Licensee at the Airport which may be necessary for Licensee's installations and operations. Upon request by the Board, Licensee shall verify amounts of taxes paid, and all licenses, permits or other

authorizations procured. Licensee shall promptly comply with the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions and specifically including all rules and regulations of the Board which may pertain or apply to Licensee's installations and operations at the Airport, including the requirements of the Americans with Disabilities Act. Licensee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property and are not to be construed as a submission by Licensor to such requirements or any of them.

ENVIRONMENTAL MATTERS

As used in this License, the term

(a) "Environmental Impact Claim" means any claim, suit, judgment, penalty, fine, loss, administrative proceeding, order, agreed order or citation by any governmental agency, or expense (including but not limited to any necessary and documented costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultant's fees, contractor's fees, and attorney's fees) which arises in whole or in part out of, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release of any Hazardous Materials, Process Water, or Solid Waste, in, on, or into the environment, including but not limited to surface and subsurface soils, air, waters, or groundwater by Licensee, or by third parties under Licensee's direction and control, on, at or from the Designated Operating Area or the Airport, during or arising from Licensee's occupancy or use of the Designated Operating Area or the Airport under this License. For purposes of this License, Environmental Impact Claim shall exclude any and all personal injury, wrongful death, product liability and environmental justice claims.

(b) "Environmental Indemnitees" means the Board, the Cities of Dallas and Fort Worth, Texas (the "Cities") and their respective officers, directors, employees, agents and councils.

(c) "Environmental Laws" shall mean all applicable existing and future laws relating to the management, disposal or Release of Hazardous Materials, Process Water, or Solid Waste, including, without limitation, all applicable federal, state and local statutes, regulations, ordinances,

permits, codes, orders, memoranda of agreement, federal or state approved Conformity Plans, Conformity Determinations, or Conformity Analyses, and any other governmental requirements, including but not limited to those related to discharge of Process Water or other pollutants into the waters of the United States, and/or waters of the State of Texas, and any applicable environmental duties or requirements arising out of common law.

(d) "Hazardous Materials" means any "hazardous substance," "pollutant or contaminant," "regulated substance," "petroleum substance," and "waste" as those terms are defined now or in the future in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Clean Water Act, the Texas Water Code, and the Texas Health & Safety Code, amendments thereto, and regulations promulgated pursuant thereto, including but not limited to (i) asbestos or asbestos-containing materials; (ii) "PCB items" or "PCB-Contaminated Electrical Equipment," used oil filters, batteries or tires, and underground or aboveground storage tanks and associated equipment; and (iii) "hazardous waste" as now or in the future defined by the Resource Conservation and Recovery Act ("RCRA"), Texas Solid Waste Disposal Act, or the Texas Health & Safety Code, amendments thereto, and regulations promulgated pursuant thereto.

(e) "Process Water" means water which contains pollutants from any point source subject to permit requirements or subject to the Texas Pollutant Discharge Elimination System, the National Pollutant Discharge Elimination System, the Clean Water Act, or the Texas Water Code, amendments thereto, and regulations promulgated pursuant thereto.

(f) "Release" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment. For purposes of this License, Release shall not include the mere migration of contamination which may exist or may have existed but which is proved by Licensee to be unrelated to Licensee's (or third parties under Licensee's direction and control) use of or operations at the Designated Operating Area or the Airport.

(g) "Solid Waste" shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act.

Licensee Representations and Warranties. Licensee represents, warrants, and covenants the following:

(a) Licensee has obtained and throughout the term of this License shall obtain and maintain all licenses, permits, exemptions, registrations and other authorizations required under Environmental Laws and shall provide any notices required under Environmental Laws for conducting its operations or related activities (e.g., waste generation) at the Designated Operating Area or the Airport. Licensee shall require its sublicensees and contractors to obtain and maintain all licenses, permits, exemptions, registrations and other authorizations required under Environmental Laws for conducting operations at the Designated Operating Area or the Airport.

(b) Licensee shall comply and shall cause all its employees to comply, and shall exercise its best efforts to cause its agents, contractors, sublicensees or other third parties under Licensee's direction and control to comply, and shall include in all sublicenses a provision requiring the sublicensee to comply and all employees, contractors, sublicensees or other third parties under sublicensee's control to comply with all Environmental Laws pertaining to Licensee's (and including third parties under Licensee's direction and control) use of and operations at the Designated Operating Area or the Airport.

(c) Licensee shall comply and shall require its employees to comply, and shall exercise its best efforts to cause its agents, contractors, sublicensees or other third parties under Licensee's direction and control to comply with all applicable Board policies, rules, regulations, permits, and applicable Board plans, e.g., Deicing and Snow and Ice Plans, pertaining to Licensee's (and including third parties under Licensee's direction and control) use of and operations at the Designated Operating Area or the Airport.

(d) Licensee shall not cause, contribute to, or permit (i) any Release of any Hazardous Materials, Solid Waste, or Process Water by Licensee or its employees, agents, contractors, sublicensees or other third parties under Licensee's direction and control, on, at, or from the Designated Operating Area or the Airport if (as is reasonably determined by the Board or any governmental agency) that Release is or may be unlawful; or (ii) any violation of any Environmental Law(s) as a result, in whole or in part, of Licensee's (and including third parties under Licensee's direction and control) use of or operations at the Designated Operating Area or the Airport.

(e) Licensee shall handle, use, store, discharge, or otherwise manage (and shall require its employees, and shall exercise its best efforts to require its agents, contractors, sublicensees, or other third parties under Licensee's direction and control to handle, use, store,

discharge, or otherwise manage) any Hazardous Materials, Process Water, or Solid Waste on, at or from the Designated Operating Area or the Airport in a lawful and prudent manner and so as to prevent (i) the unlawful Release of any Hazardous Materials, Process Water, or Solid Waste, or (ii) any Release (as is reasonably determined by the Board or any appropriate governmental agency) that does or may pollute or contaminate the environment or that may adversely affect the health, welfare, or safety of persons, whether located on the Designated Operating Area or the Airport**.** Without limiting the foregoing, Licensee shall not conduct, or allow any employee, agent, contractor, sublicensee or other third party under Licensee's direction and control to conduct, any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in the de-icing or anti-icing of aircraft at any location on the Designated Operating Area or the Airport except with the prior written consent of the Board and in accordance with all applicable Board policies, rules, regulations, permits and Board plans, e.g., Deicing or Snow and Ice Plans.

(f) Licensee shall remove and dispose of, and shall require its employees, and shall exercise its best efforts to require its agents, contractors, sublicensees, or any other third party under Licensee's direction and control to remove and dispose of, any Solid Waste or Hazardous Materials located at the Designated Operating Area at the termination of this License, or as sooner required by Environmental Laws or this License, at no cost to Board and in a lawful, prudent, and timely manner, but only to the extent that such Solid Waste or Hazardous Materials were first introduced to the Designated Operating Area by Licensee or its agents, contractors, sublicensees, or any other third party under Licensee's direction and.

Right of Entry and Inspection. The Board shall have the full right at all times, and in Board's sole discretion, to enter the Designated Operating Area for the purpose of conducting an inspection, assessment, investigation, and/or regulatory compliance audit of the Designated Operating Area and/or Licensee's operations at or use of the Designated Operating Area, including operations of Licensee's employees, agents, contractors, sublicensees, or any other third party under Licensee's control.

Right to Notify Authorities. The Board reserves the right to notify and/or consult any appropriate governmental authority or agencies regarding conditions of or on the Designated Operating Area and/or concerns relating to Licensee's operations at or use of the Designated Operating Area, including operations of Licensee's employees, agents, contractors, sublicensees, or any other third party under Licensee's control, if the Board reasonably believes those conditions or operations do or may violate applicable Environmental Laws, may pollute or contaminate the environment, or may adversely affect the health, welfare, or safety of persons, whether located on the Designated Operating Area or elsewhere.

Information to be Provided to Board. If Licensee receives any notice, correspondence, citation, order, warning, complaint, inquiry, claim or demand that is not legally privileged, made confidential by applicable law, or protected as trade secrets (i) concerning any alleged Release of Hazardous Materials, Solid Waste, or Process Water at, on, or from the Designated Operating Area or the Airport, or into the environment from the Designated Operating Area or the Airport, or (ii) alleging that Licensee or any employee, agent, contractor, sublicensee, or any other third party under Licensee's direction and control has violated or is about to violate any Environmental Law(s) pertaining to Licensee's (and including third parties under Licensee's direction and control) operations at or use of the Designated Operating Area or the Airport, or (iii) asserting that Licensee is liable for the cost of remediation or investigation of a Release of Hazardous Materials, Solid Waste and/or Process Water on, at, or from the Designated Operating Area or the Airport, Licensee shall immediately, but not later than five (5) days after Licensee's receipt, provide written notice to the Board's Chief Executive Officer or designee of the same, including a copy of any related documents.

Licensee shall provide to the Board's Chief Executive Officer or designee, simultaneously with its submittal to any governmental agency, a complete copy (including exhibits and attachments) of any reports or notices required by Environmental Laws, and which are not legally privileged, made confidential by applicable law, or protected as trade secrets, regarding (i) alleged failure to comply with any Environmental Laws arising out of Licensee's past or present operations at or use of the Designated Operating Area or the Airport, and/or (ii) the Release of any Hazardous Materials, Process Water, and/or Solid Waste, in, on, or into the environment arising out of Licensee's past or present operations at or use of the Designated Operating Area or the Airport.

In addition, Licensee, at the request of the Board, shall make available for inspection and copying at Licensee's expense, within five (5) business days of Licensee's receipt of written request or upon other reasonable notice and at reasonable times, any or all of the substantive documents and materials (excepting those documents or materials that are legally privileged, made confidential by applicable law, or otherwise protected as trade secrets) that Licensee has prepared or caused to be prepared pursuant to any Environmental Laws or submitted to any governmental agency pertaining to the environmental compliance status of Licensee's operations at or its use of the Designated Operating Area or the Airport, including without limitation any and all records, test results, studies and/or other documentation regarding environmental conditions relating to the use, storage, or treatment of any Hazardous Materials and/or Solid Waste by Licensee on or under the Designated Operating Area or the Airport.

Licensee shall also provide the Board with reasonable advance notice of any scheduled meeting between Licensee and any governmental agency regarding, in whole or in part, compliance or alleged non-compliance with Environmental Laws of the Designated Operating Area or Licensee's (including its employees and third parties under its direction and control) use of or operations at the Designated Operating Area or the Airport.

The requirements of this section shall apply throughout the term of this License and until Licensee's obligations with respect to the Designated Operating Area are extinguished.

Response and Compliance Actions. Without limiting the indemnity obligations of the Environmental Indemnification paragraph of this License, if the Designated Operating Area or other property is or becomes contaminated or otherwise damaged or injured (as is reasonably determined by the Board or any governmental agency) as a result of a Release of Solid Waste or Hazardous Materials on, at, or from the Designated Operating Area or the Airport by Licensee or by its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control, Licensee shall then undertake any further repairs or corrective actions, in a timely manner and in full compliance with Environmental Laws, as necessary to remove or remediate contamination, to protect the public health and safety and the environment from actual or potential harm, and to bring the Designated Operating Area or other affected property into compliance with all applicable Environmental Laws and other applicable regulatory requirements in effect as of the date thereof.

If, as is reasonably determined by the Board, Licensee (1) does not take immediate or other timely action as necessary to mitigate or prevent any imminent actual or potential threat to human health or the environment, (2) does not perform or complete all necessary repairs, corrective actions or remediation required pursuant to this section or by applicable Environmental Laws, all within a reasonable time as determined by the Board or any government regulatory agency with jurisdiction over the work required herein, or (3) fails to comply with any applicable Environmental Laws that subject the Board, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the Board, in addition to its rights and remedies described elsewhere in this License, at its election, may enter the Designated Operating Area and take whatever reasonable action the Board deems necessary and/or appropriate to protect the public

health and safety, to protect the environment from actual or potential harm, and/or to protect the Designated Operating Area and the Airport from any material impairment to their value. In the exercise of its rights under this section, the Board shall not unreasonably interfere with Licensee's use and occupancy of the Designated Operating Area.

Correction of Environmental Non-Compliance. In the event that Licensee is in alleged non-compliance with any applicable Environmental Laws (as is reasonably determined by the Board or any governmental agency with enforcement authority regarding such alleged non-compliance) and *provided that* the situation or condition in question does not, as determined by the Board in its reasonable discretion, either (1) require immediate action to prevent or mitigate contamination, harm to human health or the environment, or material impact to property value, or (2) subject the Board, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the Board agrees to notify Licensee in writing of the alleged non-compliance and shall require Licensee to address such non-compliance within thirty (30) days of Licensee's receipt of that notice. Within that thirty (30) day period, Licensee shall have the opportunity to take whatever reasonable action is necessary, subject to approval by the Board, to correct such non-compliance, or provide the Board a binding commitment to do so within a reasonable time. Licensee shall also have the right during that thirty (30) day period to challenge, in accordance with the dispute resolution provisions of the Dispute Resolution paragraph of this section, any such determination of alleged non-compliance. Licensee's obligations under this section may be deferred, upon mutual consent of the parties, until a final ruling on such challenge has been issued. Should Licensee prevail in such a challenge, Licensee shall have no further obligation under this section.

Nothing in this section is intended or shall be construed so as to prevent the Board from exercising, in its reasonable discretion, any rights granted or available elsewhere in this section or License.

Corrective Action Process. Before commencing any remedial or corrective action under this section, Licensee shall obtain approval from the Board. The work shall be performed at Licensee's expense, and the Board shall have the right to review and inspect all such work at any time using consultants and representatives of the Board's choice. All Board approvals required under this paragraph shall not be unreasonably withheld. Specific cleanup levels for any environmental remediation work shall be designed to comply with applicable Environmental Laws and other applicable requirements of local, state and federal statutes, and regulations. Licensee shall, at Licensee's own cost and expense, make all tests, reports, and studies and shall provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to Licensee's response actions. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or remediation plan that may be necessary. In the event deed recordation by the Board and/or Cities is necessary, Licensee shall reimburse the Board and/or Cities for all deed recordation fees and attorneys' fees incurred in connection with such action.

In the event the Board undertakes any action or incurs any costs in the exercise of its rights under this section, Licensee shall reimburse the Board, in the manner determined by the Board in its reasonable discretion at the time such reimbursement is sought, for all reasonable and documented costs associated with such response, repairs, corrective action and/or remediation, including but not limited to consultants' fees, contractors' fees, attorneys' fees, penalties, costs of investigation or other costs incurred hereunder by the Board or its agents.

Any remedial or other activity undertaken by Licensee under this section shall not be construed to impair Licensee's rights, if any, to seek contribution or indemnity from another person.

ENVIRONMENTAL INDEMNIFICATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ENVIRONMENTAL INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, FINES, SUITS, ACTIONS, ADMINISTRATIVE PROCEEDINGS (INCLUDING INFORMAL PROCEEDINGS), SETTLEMENT REACHED, GOVERNMENT ORDERS, JUDGMENTS, LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE AND DOCUMENTED ATTORNEYS' AND CONSULTANTS' FEES, LITIGATION COSTS, EXPERT WITNESS FEES, AND EXPENSES OF INVESTIGATION, REMOVAL, REMEDIATION, OR OTHER REQUIRED PLAN OR RESPONSE ACTION) INCURRED BY OR ASSERTED AGAINST ANY ENVIRONMENTAL INDEMNITEE AT ANY TIME BY REASON OF, IN CONNECTION WITH, OR ARISING IN WHOLE OR IN PART OUT OF (I) THE BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN THIS SECTION BY LICENSEE OR ANY EMPLOYEES, AGENTS, CONTRACTORS, SUBLICENSEES, OR ANY OTHER THIRD PARTY UNDER LICENSEE'S DIRECTION AND CONTROL, (II) THE FAILURE OF LICENSEE TO MEET ITS OBLIGATIONS UNDER THIS SECTION IN A FULL AND TIMELY MANNER, OR (III) DOCUMENTED LOSS TO A THIRD PARTY OR GOVERNMENTAL ENTITY FROM ANY ENVIRONMENTAL IMPACT CLAIM, AS DEFINED HEREIN, TO THE EXTENT CAUSED BY OR ARISING FROM THE OPERATIONS, ACTIVITIES, ACTIONS OR INACTION OF LICENSEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBLICENSEES, OR ANY OTHER THIRD PARTY UNDER LICENSEE'S DIRECTION AND CONTROL AT OR IN ANY WAY RELATED TO THE DESIGNATED OPERATING AREA OR THE AIRPORT.

Regardless of the date of termination of this License, Licensee's obligations and liabilities under this section shall continue so long as the Board bears any liability or responsibility under the Environmental Laws arising from Licensee's occupancy of the Designated Operating Area or use of the Airport during the term of this License.

Licensee's obligation under this section to indemnify, defend and hold harmless shall not apply to claims related to or arising out of (i) contamination that existed at the Designated Operating Area prior to the Licensee's date of beneficial occupancy ("DBO") under this License or Licensee's occupancy of any portion of the Designated Operating Area pursuant to any prior ground lease, permit, license, letter agreement, or similar agreement between Licensee and the Board; (ii) Releases proved by Licensee to have migrated onto or from the Designated Operating Area and not caused in whole or in part by Licensee or third parties under Licensee's direction and control; (iii) Releases on, at, or from the Designated Operating Area or the Airport proved by Licensee not to have been caused in whole or in part by Licensee or by its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control; (iv) the gross negligence or willful misconduct on the part of any of the Environmental Indemnitees.

Licensee shall pay the resulting costs of such defense and settlement and any costs (including expert fees and attorney's fees) or damages finally awarded with respect thereto, provided that: (a) the Board promptly notifies Licensee in writing of the claim or lawsuit and Licensee is given a timely opportunity to defend (with counsel of Licensee's choosing) same on behalf of said entities or persons; (b) Licensee has control of the defense and all related settlement negotiations, so long as no such settlement adversely affects Board's ability to exercise its rights under this section without Board's prior consent, and further provided that Board shall have the right to participate in the defense of any suit or similar proceeding at Board expense and through counsel of its choosing; and (c) all legal appeals felt to be necessary by Licensee have been exhausted.

Licensee shall keep the Board's Legal Counsel, Vice President of Environmental Affairs, and Vice President of Commercial Development informed about any defense actions or settlement negotiations that are subject to the indemnification provisions of this section.

In the event that Licensee fails or refuses to defend the Board and/or those indemnified as provided in this section, the Board and/or those indemnified shall have full right to undertake their own defense and to settle any such claims and/or lawsuits. In such event, Licensee shall be liable to the Board and/or those indemnified, and shall promptly pay, any resulting judgment against, or settlement by them, and shall reimburse them for all reasonable attorney's fees and costs in undertaking such defense and/or settlements.

Baseline Environmental Assessment. The parties acknowledge that no Baseline Environmental Assessment (the "BEA") was performed for the Designated Operating Area prior to Licensee's use or occupancy of the area.

Concluding Environmental Assessment. The parties acknowledge that no Concluding Environmental Assessment ("CEA") shall be performed for the Designated Operating Area upon the termination of this License unless the Board determines, in its sole discretion, that a CEA is necessary given Licensee's use of the Designated Operating Area.

Reimbursement. Licensee shall reimburse the Board, in the manner determined by the Board in its reasonable discretion at the time such reimbursement is sought, for any fines, penalties, or actual remediation costs and related reasonable and documented expenses that may be levied against the Board by the Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental agency, or that otherwise may be incurred by the Board as a result, in whole or in part, of Licensee's failure to comply fully and in a timely manner with its obligations under this License.

Compliance with Stormwater Regulations, Permits, and Other Requirements. Licensee acknowledges that the Board is or may be subject to the Texas Pollution Discharge Elimination System Program ("TPDES"), the National Pollution Discharge Elimination System Program ("NPDES"), and state and federal regulations relating to stormwater discharges, including without limitation 40 CFR Part 122, for operations that occur at the Airport. Licensee further acknowledges that it will conduct operations and activities (and shall require its employees to conduct operations and activities, and shall exercise its best efforts to cause its agents, contractors, sublicensees or other third parties under Licensee's direction and control to conduct operations and activities) on or related to the Designated Operating Area or the Airport in compliance with applicable regulations, including 40 CFR Part 122, and any applicable TPDES and/or NPDES permit(s), as these may be amended from time to time. Licensee acknowledges that its cooperation is necessary to ensure compliance with any TPDES or NPDES stormwater discharge permit(s), as well as to ensure safety and to minimize costs. Licensee acknowledges that it may be necessary to undertake to minimize the exposure of stormwater to materials generated, stored, handled or otherwise used by Licensee (including third parties under its direction and control), as defined in state and federal stormwater regulations, by implementing and maintaining effective "Best Management Practices" as defined in 40 CFR Part 122.2, depending upon the applicability to Licensee's operations or any activities conducted by Licensee at the Designated Operating Area or the Airport and as implemented in any applicable TPDES and/or NPDES permit, as these may be amended from time to time. Licensee further acknowledges that any existing TPDES and/or NPDES stormwater discharge permit issued to the Airport or the Board, and any subsequent permit(s), amendments, extensions or renewals thereto, to the extent affecting Licensee's operations at or related to its use of the Designated Operating Area or the Airport, is incorporated by reference into this License. Licensee agrees to be bound by all applicable portions of said permit(s). The Board agrees to notify Licensee promptly of any changes to any portions of said permit(s) applicable to, or that affect Licensee's operations at or use of the Designated Operating Area or the Airport. The Board also agrees to provide Licensee with written notice of those TPDES and/or NPDES stormwater discharge permit requirements (including

any modifications thereto) that Licensee shall be obligated to perform from time to time at or related to its use of the Designated Operating Area or the Airport, including, but not limited to: certification of non-stormwater discharges, collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Licensee, within fifteen (15) days of receipt of the written notice, shall notify the Board in writing if it disputes any of the stormwater discharge permit requirements it is being directed to undertake. If Licensee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Licensee provides the Board with written notice that it disputes such stormwater discharge permit requirements, the Board and Licensee agree to negotiate a prompt resolution of their differences and to handle any such dispute in accordance with the dispute resolution provisions of the Dispute Resolution paragraph of this section. Licensee warrants that it will not object to Board notices required pursuant to this paragraph unless Licensee has a good faith basis to do so.

Licensee understands and acknowledges that certain of Licensor's future capital projects may require review and/or approval prior to construction or installation by the Federal Aviation Administration (the "FAA") and/or the Environmental Protection Agency (the "EPA") and/or the Texas Commission on Environmental Quality (the "TCEQ") pursuant to requirements imposed on the Airport and/or Board, including but not limited to the State Implementation Plan and other requirements related to the status of the Dallas-Fort Worth, Texas region as non-attainment for ozone. If requested by Board, Licensee agrees to assist the Board in preparing such submittals as are required of Board by FAA and/or EPA and/or TCEQ. Licensee releases Board from and waives any claim against Board based in whole or in part on any delay, failure to approve a Board submittal, or request for change in a proposed capital project on the part of those agencies.

"As Is" Status. Licensee acknowledges that except as otherwise expressly set forth in this License, Licensee is taking the Designated Operating Area AS IS without any express or implied warranty whatsoever.

Licensee Equipment. Licensee shall not install any fuel tanks, fuel pumps, waste oil tanks, and related lines and equipment on the Designated Operating Area.

Waiver. Any waiver of any provision of this section, or a delay by the Board in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of the Board, it being intended that no waiver shall be implied by the Board's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this section shall be cumulative and in addition to, and not in lieu of, any other remedies available to the Board at law, in equity, or otherwise.

Term of Environmental Provisions. The provisions of this section, including the representations, warranties, covenants and indemnities of Licensee, shall relate back to Licensee's DBO, and shall expressly survive termination of this License.

Dispute Resolution. The Board and Licensee agree that any dispute between them relating to this section will first be submitted, by written notice, to a designated senior executive of both Licensee and the Board who will meet at the Board's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute

within ten (10) days after submission to them, or within any other mutually agreed time frame, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

Notices. Notices provided for under this section must be made in writing and either delivered by hand or mailed by certified mail, return receipt requested, addressed as follows:

If to the Board:

Dallas Fort Worth International Airport Board
P.O. Box 619428 *(if by mail)*
2400 Aviation Drive *(if by hand)*
DFW Airport, Texas 75261-9428
Attn: Vice President, Commercial Development Department
972-973-4655

and to:

Dallas Fort Worth International Airport Board
P.O. Box 619428 *(if by mail)*
3003A South Service Road *(if by hand)*
DFW Airport, Texas 75261-9428
Attn: Vice President, Environmental Affairs Department
972-973-5577

If to the Licensee:

_____
Attn: _____
_____
_____

INDEMNITIES

Licensee agrees to indemnify, hold harmless, defend and insure the Board, the Cities of Dallas and Fort Worth, Texas, their directors, officers, agents, councils and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the Board, the Cities of Dallas and Fort Worth, Texas, their directors, officers, agents, councils, or employees arising directly or indirectly from or in any way connected with (1) any property damage or loss, personal injury, including death, or adverse effect on the environment, arising out of Licensee's action or inaction with regard to the operations of Licensee hereunder; (2) the failure of the Licensee, its agents or employees, to comply with the terms and conditions of this License, or to comply with any applicable federal, state, or local laws, rules, regulations, ordinances, or orders including, but not limited to, any and all applicable environmental laws, rules, regulations, or orders; and/or (3) release of any hazardous or regulated substances or waste onto, into, or from the Airport, connected in any way with Licensee's operations or action or

inaction of Licensee, its agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence. The rights and obligations set forth in this paragraph shall survive the termination of this License.

INSURANCE

Licensee shall procure, and continuously maintain during the term of this License, Commercial General Liability Insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, with a company or companies licensed to do business in the State of Texas and reasonably acceptable to Licensor. The Board and the Cities of Dallas and Fort Worth, Texas, and their respective officers, agents, councils and employees, shall be named as additional insureds in such policies, which shall contain standard cross liability clauses. Such policies shall be primary without any right of contribution from the Board or the Cities of Dallas or Fort Worth, Texas, and such policies shall specifically insure the liability assumed by Licensee. Licensee shall furnish the Commercial Development Department with certificates of insurance evidencing all required coverages and special provisions, including a provision requiring thirty (30) days prior written notice to the Board in the event of cancellation or material change in such policies. Licensee shall furnish such other insurance as the Board may from time to time reasonably require to cover Licensee's activities under this License. This paragraph shall not be interpreted to limit or affect the obligations of Licensee as set forth in any other paragraph of this License. Licensee shall not do or suffer anything to be done on the Airport, which will increase the rates of fire, liability, or any other type of insurance on the Airport.

DEFAULT, REMEDIES, AND TERMINATION

Default. If Licensor is required or reasonably elects to pay any sum or sums, or incurs any obligations or expenses due to the failure, neglect or refusal of Licensee to perform or fulfill any one or more of the conditions, covenants, or agreements set forth in this License, or as a result of an act or omission of Licensee contrary to said conditions, covenants and agreements, Licensee agrees to pay within ten (10) days the sum or sums so paid or the expenses so incurred, including all interest, costs, damages and penalties, and the same may be added to fees due hereunder.

Termination. The Board may terminate this License at any time or require Licensee to immediately cease any operations hereunder, with or without cause, upon written notice to Licensee, which notice may be in the form of an email.

Restoration of Property. Upon expiration or termination of this License, Licensee shall at its sole expense restore the Designated Operating Area to its original condition as required by Licensor, exclusive of normal wear and tear, to Licensor's satisfaction. Any property of Licensee placed on or kept at the Airport by virtue of this License shall be removed on or before the expiration or earlier termination of the License.

Holdover by Licensee. In the event Licensee shall hold over and continue its activities under this License after the expiration or termination of the term of this License, such holding over shall not be construed to operate as a renewal or extension of this License, but shall operate and be construed as a tenancy at sufferance. Failure to cease activities under this License upon its expiration shall subject Licensee to a holdover penalty of $100 per day, in addition to all rents and fees due hereunder, until such activities are ceased.

MISCELLANEOUS

No Assignment. This License is personal to Licensee. It shall not be assigned, sold, conveyed, mortgaged, or pledged (other than to an affiliated or related company) without the prior written approval of Licensor, which may be withheld in Licensor's sole discretion.

Entire Agreement. This License constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly executed on behalf of the parties.

Notices. Except as provided in the environmental Notice section hereinabove, all notices hereunder may be delivered or mailed to Licensor at the following address, or such other address as designated in writing by Licensor:

Dallas Fort Worth International Airport Board
P.O. Box 619428 *(if by mail)*
2400 Aviation Drive *(if by hand)*
DFW Airport, Texas 75261-9428
Attn: Vice President, Commercial Development Department
972-973-4655

All notices hereunder may be delivered or mailed to Licensee at the following address, or such other address as designated in writing by Licensee:

_____
Attn: _____
_____
_____

[Signatures on following page]

DALLAS FORT WORTH
INTERNATIONAL AIRPORT BOARD:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____
Legal Counsel for the Airport Board

_____ [Licensee] _____**:**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit E – SHARED ACCESS AGREEMENT

Exhibit E

SHARED ACCESS AGREEMENT

This SHARED ACCESS AGREEMENT (this "Agreement") is made as of the ____ day of _____, 20__, by and between _____, a _____ ("_____"), and _____, a _____ ("_____").

W I T N E S S E T H

WHEREAS _____ is owner of a leasehold interest in that certain tract of land situated at _____ (address) within the City of _____, County of _____, State of Texas, which tract more particularly described on **Exhibit A** attached hereto and made a part hereof (the "_____ Tract"), pursuant to that certain Ground Lease Agreement dated _____, 20__, by and between ____ and the Dallas Fort Worth International Airport Board (the "Board"), a memorandum of which is recorded as Document No. _____ in the Real Property Records of _____ County, Texas (the "_____ Ground Lease");

WHEREAS _____ is owner of a leasehold interest in that certain tract of land situated at _____ (address) within the City of _____, County of _____, State of Texas, which tract more particularly described on **Exhibit B** attached hereto and made a part hereof (the "_____Tract"), pursuant to that certain Ground Lease Agreement dated _____, 20__, by and between _____ and the Board, a memorandum of which is recorded as Document No. _____ in the Real Property Records of _____ County, Texas (the "_____ Ground Lease"); and

WHEREAS _____ and _____ wish to grant to each other certain rights-of-way for the benefit of their respective tracts and impose certain obligations and restrictions.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ____ and _____ do hereby agree as follows:

1. Shared Access Rights-of-Way. _____ does hereby grant to _____ a non-exclusive right-of-way for ingress, egress, and access over and across that certain portion of the _____ Tract more particularly described on **Exhibit C** attached hereto and made a part hereof and depicted on **Exhibit D** attached hereto and made a part hereof (the "Shared Access Area"). _____, _____, and their respective customers, employees, tenants, subtenants, and invitees shall use the Shared Access Area for vehicular ingress, access, and egress only. Neither party shall cause any parking or stopping of vehicles on, or otherwise cause any blocking of, the Shared Access Area. The right-of-way granted hereunder will continue in full force and effect so long as _____, and/or its successors and assigns, is a tenant of all or a portion of the ____ Tract.

2. Temporary Construction Right-of-Way. _____ hereby grants to _____, a temporary construction right-of-way over, across, and through the portions of the _____ Tract as reasonably necessary for the purpose of constructing the drive and related improvements over the Shared Access Area (collectively, the "Work"). The temporary construction right-of-way granted herein shall give ____ the right of access over and across the _____ Tract for ingress and egress of personnel, vehicles, materials, and equipment in connection with said Work. _____ and _____ each acknowledge and agree that (i) the drive over the Shared Access Area must be at least 8" thick paving over 8" scarified and

recompacted subgrade, and (ii) _____ and _____ shall share equally all reasonable costs and expenses in connection with any Work made and done in connection with this Agreement. The temporary construction right-of-way granted herein shall terminate upon substantial completion of the Work.

3. Indemnification/Insurance.

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or neglect of the other party hereto.

b. Insurance.

(1) _____ and _____ shall procure and maintain in full force and effect throughout the term of this Agreement commercial general liability insurance, and, if necessary, commercial excess/umbrella insurance, written on an occurrence basis, at each party's sole expense. The policy may be issued by one or more licensed insurance carriers, by either a primary policy with minimum limits of one million dollars ($1,000,000) per occurrence with a combined excess/umbrella policy with minimum limits of five million dollars ($5,000,000) and shall primarily insure against liability for injury to or death of persons and loss of or damage to property occurring in and on the Shared Access Area. _____ and _____ shall each provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. _____ and _____ shall each notify the other party promptly after receiving any notice of cancellation or pending cancellation from its insurer that results, or will result, in non-compliance with any insurance required by this section.

(2) _____ and _____, each for itself and its property insurer hereby releases the others, and their tenants, employees and agents from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any tenant, agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated under this Agreement to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

4. Maintenance.

(a) The Shared Access Area and all improvements constructed thereon shall be maintained in good condition and repair by _____.

(b) In the event _____ fails to maintain or repair the Shared Access Area, _____ may notify _____ of the same in writing. If said repair, maintenance or submittal of a construction permit application (if required) is not commenced by _____ within ten (10) business days following receipt of said written notice, _____ may, but shall not be required to, make and complete such repair or maintenance of the Shared Access Area. If _____

repairs or maintains the Shared Access Area, it shall use like or similar quality and type of materials as originally installed on the Shared Access Area, and it shall not change the grade or elevation of the surface of the Shared Access Area without _____'s approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(c) _____ and _____ shall share equally all reasonable costs and expenses in connection with the maintenance of, and repairs to, the Shared Access Area.

(d) _____ hereby grants to _____ a right-of-way over, across, and through the portions of the _____ Tract as reasonably necessary for the purpose of making repairs or otherwise maintaining the Shared Access Area in the event _____ elects to exercise its right to repair and/or maintain the Shared Access Area pursuant to Section 4.(b) hereof. The maintenance right-of-way granted herein shall give _____ the right of access over and across the _____ Tract for ingress and egress of personnel, vehicles, materials, and equipment as reasonably necessary in connection with said repairs and maintenance.

5. Default and Remedies.

(a) If either party hereto breaches any of its maintenance, repair, monetary or other obligations under this Agreement (the "Defaulting Party"), then the other party (the "Non-Defaulting Party") may give the Defaulting Party written notice of the breach, in which event the Defaulting Party shall have fifteen (15) days after the receipt of such notice to commence performance of the Defaulting Party's obligations and thereafter to diligently perform and complete the same. If the Defaulting Party fails to commence performance of its maintenance or other obligations within such fifteen (15) day period and to thereafter diligently perform the same, then the Non-Defaulting Party may, but shall not be obligated to, commence and perform such obligations for and on behalf of the Defaulting Party, in which event all of the reasonable costs and expenses incurred by the Non-Defaulting Party in curing the Defaulting Party's default shall be paid by the Defaulting Party to the Non-Defaulting Party within thirty (30) days after the Defaulting Party's receipt of written evidence confirming payment of such expenses by the Non-Defaulting Party. Notwithstanding the foregoing, the Non-Defaulting Party may perform the maintenance or other obligations of the Defaulting Party hereunder for and on behalf of the Defaulting Party upon reasonable prior notice (taking into account the circumstances) in the event of an emergency or the occurrence of material damage that impairs the Non-Defaulting Party's ability to operate on the Non-Defaulting Party's Tract, in which event the reasonable costs and expenses incurred by the Non-Defaulting Party shall also be paid by the Defaulting Party to the Non-Defaulting Party within thirty (30) days after the Defaulting Party's receipt of written evidence of the payment of such expenses. If the Defaulting Party fails or refuses to pay the costs and expenses incurred by the Non-Defaulting Party as provided above, interest shall accrue on such unpaid amount from the date due until paid, at a rate per annum equal to the lesser of (i) eighteen percent (18%), or (ii) the maximum lawful rate, and the Defaulting Party shall further be liable for all reasonable attorney's fees, court costs and other reasonable expenses incurred by the Non-Defaulting Party in the collection of the amounts owed by the Defaulting Party to the Non-Defaulting Party.

(b) No delay or omission of any party hereto in the exercise of any right accruing upon any default of any other party hereto shall impair any such right or be construed to be a waiver thereof, unless such waiver is in writing and signed by the party against whom the waiver is to be charged. A waiver by either party hereto of a breach or default of any of the terms and conditions of this Agreement by the other party hereto shall not be construed to be a waiver of any subsequent breach or default of the same or of any other provision of this Agreement.

(c) In the event of a default, or of an attempted or threatened default, of any duty or obligation under this Agreement, the Non-Defaulting Party shall, in addition to the other rights and remedies provided in this Agreement, be entitled to full and adequate relief by injunction and all such other legal or equitable remedies available to the Non-Defaulting Party under the laws of the State of Texas, except that no default by either party under this Agreement shall entitle either party hereto to cancel, rescind or otherwise terminate this Agreement or restrict or modify, in any way, any of the rights granted and conveyed pursuant to this Agreement.

6. Successors. The rights and obligations contained herein shall run with the leasehold interests in the Shared Access Area, subject to the Board's fee simple interest in the _____ Tract, and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

7. Severability. In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in full force and effect to the fullest extent permitted by law.

8. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be hand-delivered or delivered by a nationally recognized courier for overnight delivery, addressed as follows:

_____: _____
_____
_____
_____
_____

_____: _____
_____
_____
_____
Attention: [_____]

10. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Texas.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together, shall constitute one and the same instrument.

12. Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by signed agreement of _____ and _____, or their respective successors or assigns.

[signature pages follow]

IN WITNESS WHEREOF, _____ and _____ have executed this instrument as of the day and year first above written.

a

By: _____
Name: _____
Title: _____

a

By: _____
Name: _____
Title: _____

Exhibit E

Exhibit E
Description of _____ Tract

Exhibit E
Description of Shared Access Area

Exhibit E
Depiction of Shared Access Area

Exhibit F – NEPA CHECKLIST

Exhibit F

NEPA TRACKING LOG:				
Anticipated NEPA Level:	_ CATEX	__EA	__Other	
			Last Updated on:	

Primary Requirements/Sub-requirements	Status	Report Title	Date Provided to EAD	EAD Comments
General Documents				
Map and Site Plan				
Design Drawings				
⁄Detailed Project Scope and Description				
Detailed Purpose and Need				
Project Schedule (estimated start and end dates)				
Data on economic on benefits of the proposed development, if available				
Maps showing Staging Areas and Batch Plants, if applicable				
Description of Alternatives to the proposed project, if applicable				
Field Data, if applicable				
Protected Species Survey				
Nest Survey				
Historic, Archeological, and Cultural Resources Survey; SHPO Concurrence/THC Response				
Wetlands/WOUS Delineation Report				
USACE Approval; if applicable				
Floodplain Impacts				
Floodplain Impacts				
Public Meeting for Floodplain Encroachment				
Approval by Floodplain Administrator				
Air Quality				
Construction Emissions EPA MOVES Model				
Operational Emissions AEDT Model				
Noise Impact Analysis				
Noise Analysis (AEDT Modeling with Contours and maybe grid point analysis)				
Surface Transportation				
Traffic Impact Assessment				
Approval from DFW Traffic Engineer				
Construction Impacts				
Dust and Construction Mitigation Plan				
Traffic Flow During Construction Plan				
Construction Safety and Phasing Plan (CSPP), if applicable)				
Location of Construction Staging Yard				

Concrete Batch Plant (Will batch plant be needed on site? If yes, provide EAD with TCEQ application and approvals)				
Solid and Hazard Waste Mgmt. Plans				
Solid Waste Management Plan				
Will a UST, AST or Oil-Water separator be installed; if yes provide details				
Sustainable Design				
Sustainable Design Narrative				
Detailed narrative about the projected energy and water consumption associated with the proposed project				
Level of LEED or ENVISION certification, if applicable				
Stormwater Treatment and Water Quality				
Drainage Study - include drainage calculations showing pre- and post-development quantities and velocities.				
Approval from DFW's System Engineer				
H&H Analysis (to be reviewed and approved by ETAM); if applicable				
Trigg Lake Dam breach analysis, if required				
**Stormwater Pollution Prevention Plan (SWPPP)				
Additional Water Permits/Approvals issued by the TCEQ				
Additional Items, if applicable				
Agency Coordination - copies of correspondence with agencies such as municipalities, other FAA lines of business, TxDOT, etc.				
Air Space Study submittal to FAA				
Environmental Site Assessment (Phase 1 ESA)				