

Exhibit 1

Legal Description of Addison Airport

(Being recorded Airport Plat)

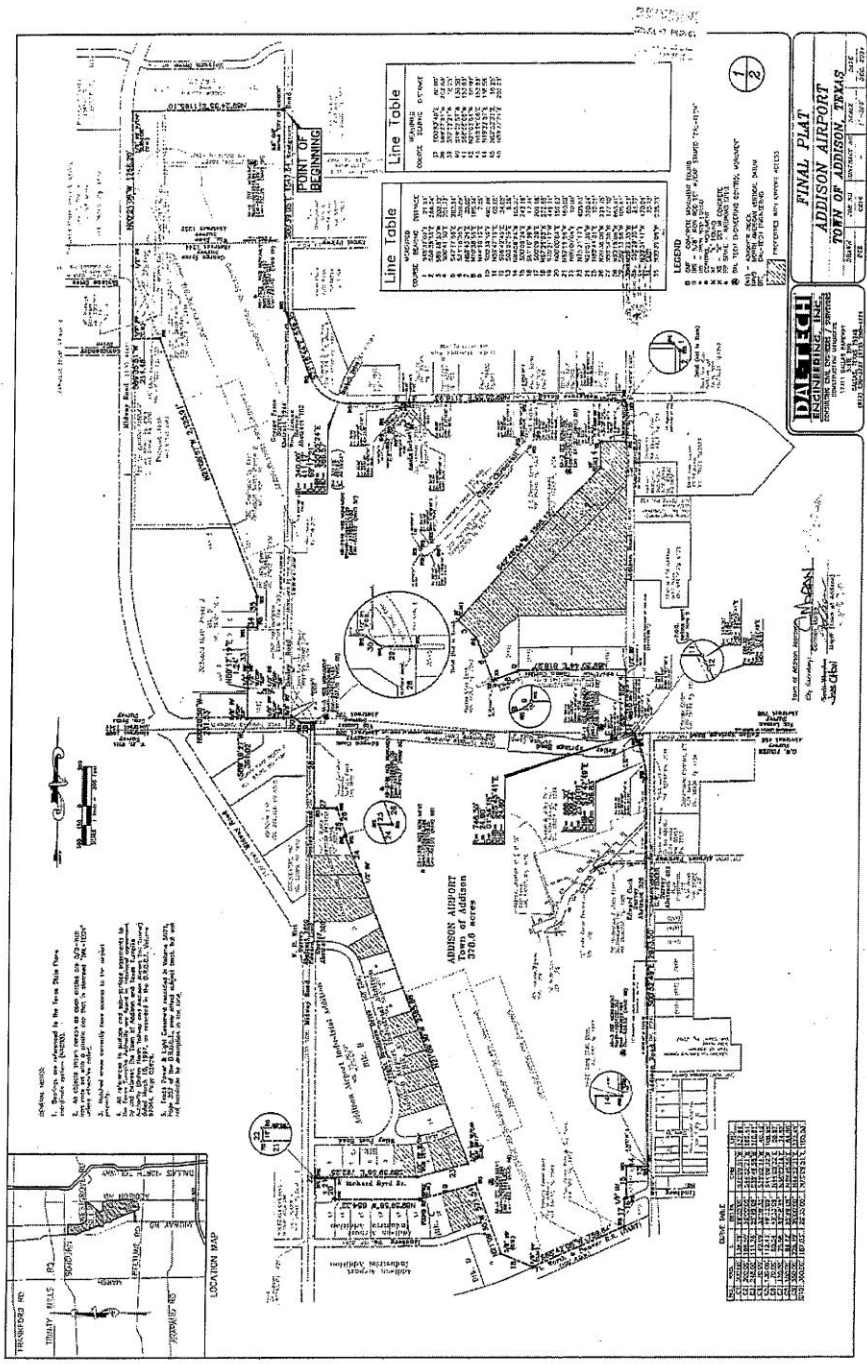


Exhibit 2 to Ground Lease Agreement

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Center of Defense Resources
By Requesting: CIA/OSW
09-08-07

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Exhibit 2

Boundary Survey of Phase I Demised Premises

Note:

The Preliminary Boundary Drawing is attached and will be replaced with the boundary survey upon its completion in accordance with the terms of the Lease.

Exhibit 3

Legal Description of Phase I Demised Premises

To be attached upon completion in accordance with the terms of the Lease

Exhibit 4
Phase I Approved Site Plan

Preliminary Concept Plan
Subject to Change

Exhibit 5

Description of Building Improvements to Be Constructed and Approved Site Plan

Tenant may cause to have erected and/or constructed to or on the Demised Premises the Site and Building Improvements generally described in this Exhibit 5 as follows:

Site Improvements:

1. lease lot legal boundary - Refer to Exhibit 3;
2. a public FBO (site coverage) of approximately (446,943 +/- sf);
3. apron, shall support Design Group II corporate jet aircraft (i.e. Gulfstream IV, V, VI) with an apron designed load limit of not less than 100,000 gross pounds of take-off weight;
4. two access (curb cuts) from Addison Road located at Addison Circle and Festival Way;
5. vehicle parking on public side with ratio minimums ;
 - a. office - 1 space / 300 sf
 - b. hangar - 1 space / 1000 sf
 - c. terminal - 1 space / 300 sf
6. perimeter security fencing with controlled access points to ramp-site (max 3 locations);
7. exterior LED lighting;
8. site specific site signage/graphics, utilities and life safety systems pursuant to code;
9. Tenant is responsible for obtaining all necessary permits and approvals including those required by FAA and TxDOT;

Building 1 - Hangar / Terminal building improvements (approx. 50,300 sf)

1. a private hangar structure of approximately 25,000 sf;
 - a. pre-engineered structure with standing seam roofing, horizontal and vertical siding, decorative veneer masonry or stone;
min 28'-0" vertical clear X 110'-0" horizontal clear hangar door opening;

- b. related shop and mechanical, electrical, plumbing, life safety systems;
- 2. a alternate - private indoor parking garage spaces approximately 2,500 sf (8 stalls);
- 3. an associated office space of approximately 5,300 sf
 - a. related ancillary spaces; offices, restrooms, conference rooms;
 - b. mechanical, electrical, plumbing and life safety systems;
- 4. a terminal structure (proposed two story structure) approximately 20,000 sf;
 - a. related primary spaces reception / waiting areas, offices, restrooms, conference rooms;
 - b. related shop and mechanical, electrical, plumbing, life safety systems;

Building 2 - Hangar building improvements (approx. 30,300 sf)

- 1. a private hangar structure of approximately 25,000 sf;
 - a. pre-engineered structure with standing seam roofing, horizontal and vertical siding, decorative veneer masonry or stone; min 28'-0" vertical clear X 110'-0" horizontal clear hangar door opening;
 - b. related shop and mechanical, electrical, plumbing, life safety systems;
- 2. a alternate - private indoor parking garage spaces approximately 2,500 sf (8 stalls);
- 3. an associated office space of approximately 5,300 sf
 - a. related ancillary spaces; offices, restrooms, conference rooms;
 - b. mechanical, electrical, plumbing and life safety systems;

Exhibit 6

Form of Irrevocable Standby Letter of Credit

[Lender Letterhead]

_____, 2017

Town of Addison, Texas
c/o City Manager
5300 Belt Line Road
Dallas, Texas 75254
Email: wpierson@addisontx.gov

Dear Mr. Pierson:

At the request of _____ [TENANT] _____, we have established in your favor the enclosed Irrevocable Standby Letter of Credit # _____, in an amount not to exceed _____ and ____/100 Dollars (\$ _____ .00).

Please examine this instrument carefully. If you are unable to comply with the terms and conditions, please communicate with the applicant to arrange for an amendment.

All drawings under this credit must be accompanied by the original Letter of Credit for endorsement.

If we can be of further assistance, please do not hesitate to call us at _____.

Sincerely,

_____ [LENDER]

By: _____
Name: _____
Title: _____

Enclosure

cc: _____ [TENANT] _____

Attention: _____

Exhibit 6 to Ground Lease Agreement

[Lender Letterhead]

IRREVOCABLE LETTER OF CREDIT # _____

Date: _____, 2017

Beneficiary:

Town of Addison, Texas
c/o City Manager
5300 Belt Line Road
Dallas, Texas 75254
Email: wpierson@addisontx.gov

Applicant:

[TENANT]

Attention: _____

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit # _____ in favor of Beneficiary. This Letter of Credit is effective up to the aggregate amount of _____ and No/100 Dollars (\$ _____ .00) available by draft drawn on Issuer at sight, marked "Drawn under Irrevocable Standby Letter of Credit # _____" accompanied by the following:

1. Beneficiary's written statement purportedly signed by its authorized representative reading as follows: "The undersigned is authorized to make the following statement on behalf of Town of Addison, Texas ("Beneficiary"). Beneficiary hereby certifies that an event of default has occurred under that certain Ground Lease Agreement dated _____, 2017, between Beneficiary and Applicant (the "Lease") with respect to the construction of the Building Improvements, as defined therein, and that such default is ongoing. The amount of the draft presented represents the amount known by me to be required to complete construction of the Building Improvements under the Lease."
2. This original Letter of Credit and any amendments thereto (if any). In the event of a partial drawing the original Letter of Credit will be endorsed and returned to you, unless the Letter of Credit has expired or the amount available is reduced to zero.

Exhibit 6 to Ground Lease Agreement

Special Conditions:

1. Partial drawings are permitted under this Letter of Credit.
2. Other than Beneficiary's statement required above, the Issuer shall require no further substantiation of the occurrence of such an event of default, consent of Applicant, or proof of the necessity of the draw.
3. This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
4. Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification.

We hereby engage with you that documents drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented for payment to [LENDER], at _____, Attention: _____, prior to 5:00 pm on or before _____, 201____.

This Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary credits of the International Chamber of Commerce (Publication 600, 2007 Revision).

_____[LENDER]_____

By: _____
Name: _____
Title: _____

Exhibit 7

Boundary Survey of Phase II Option Land

Note:

The Preliminary Boundary Drawing is attached and will be replaced with the boundary survey upon its completion in accordance with the terms of the Lease.

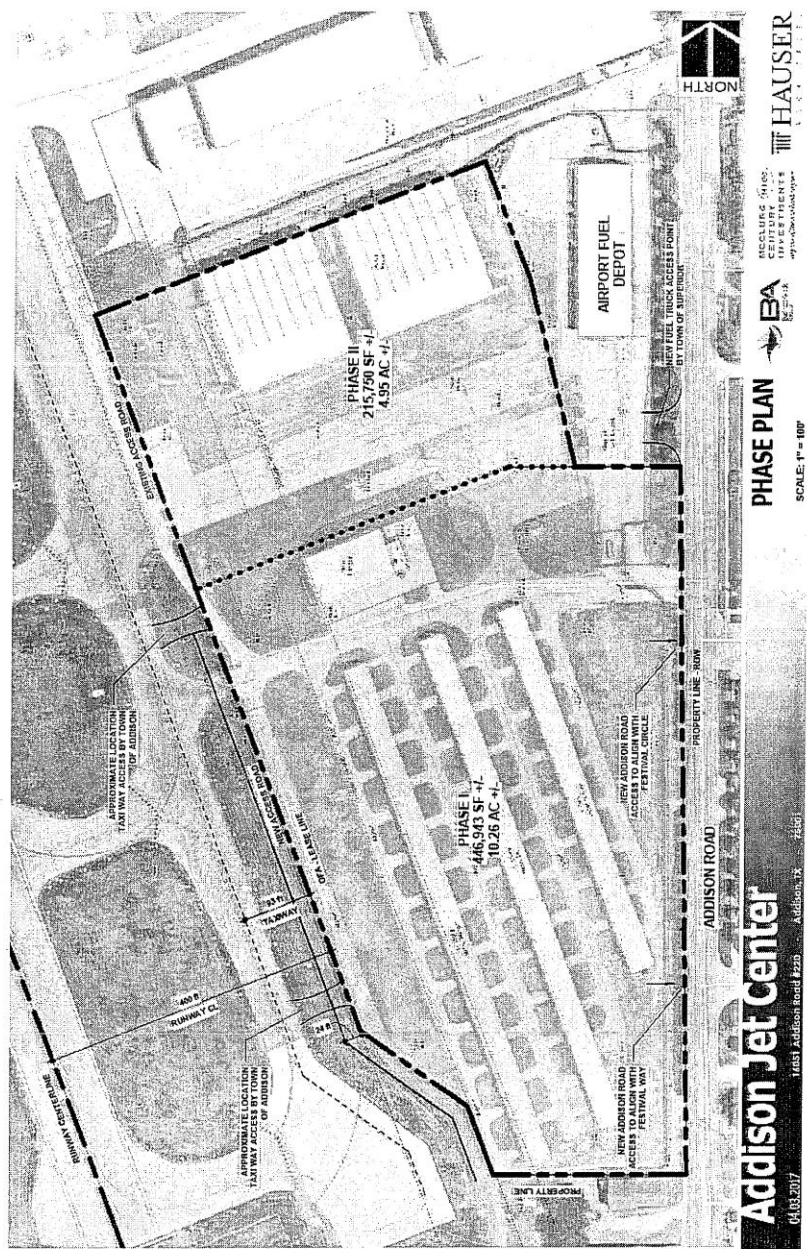


Exhibit 7 to Ground Lease Agreement

Exhibit 8

Legal Description of Phase II Option Land

To be attached upon completion in accordance with the terms of the Lease

Exhibit 9

Phase II Approved Site Plan

To be attached upon completion in accordance with the terms of the Lease

Exhibit 10

General Description of Phase II Building Improvements

This Exhibit 10 hereby includes by reference the complete set of Construction Documents approved by the City of Addison for the Building Improvements including but not limited to all architectural, civil, mechanical, and electrical and landscape drawings and specifications, together with all change orders and as-built modifications, warranties and guaranties procured by Tenant.

Exhibit 10 to Ground Lease Agreement

Exhibit 10

Description of Building Improvements to Be Constructed and Approved Site Plan

Tenant may cause to have erected and/or constructed to or on the Demised Premises the Site and Building Improvements generally described in this Exhibit 10 as follows:

Site Improvements:

1. lease lot legal boundary (approx. 215,750 sf)- Refer to Exhibit 3;
2. apron, shall support Design Group II corporate jet aircraft (i.e. Gulfstream IV, V, VI) with an apron designed load limit of not less than 100,000 gross pounds of take-off weight;
5. vehicle parking on public side with ratio minimums ;
 - a. office - 1 space / 300 sf
 - b. hangar - 1 space / 1000 sf
 - c. terminal - 1 space / 300 sf
6. perimeter security fencing with controlled access points to ramp-site;
7. exterior LED lighting;
8. site specific site signage/graphics, utilities and life safety systems pursuant to code;
9. Tenant is responsible for obtaining all necessary permits and approvals including those required by FAA and TxDOT;

Building(s) - one or two hangar/office buildings totaling approx. 62,500 sf

1. private hangar(s) with a combined total of 50,000 sf of hangar space
 - a. pre-engineered structure(s) with standing seam roofing, horizontal and vertical siding, decorative veneer masonry or stone; min 28'-0" vertical clear X 110'-0" horizontal clear hangar door opening(s);
 - b. related shop and mechanical, electrical, plumbing, life safety systems;
2. associated office space of approximately 12,500 sf
 - a. related ancillary spaces; offices, restrooms, conference rooms;
 - b. mechanical, electrical, plumbing and life safety systems;

Lease Addendum #1
**Tenant's Leasehold Minimum Maintenance and Repair
Standards and Practices**

I. Purpose: Pursuant to Section 11 (or elsewhere as provided for) of the Lease¹ the Tenant is required to maintain the Demised Premises and all improvements, fixtures, equipment and personal property thereto in "good repair and in a first class condition" and in accordance with all applicable ordinances, codes, rules and regulations of or adopted by the City of Addison or any regulating agency with oversight of any or all portions of the Demised Premises throughout the Term as it may be extended or otherwise amended.

Additionally, Section 28 entitled Title to Improvements provides, among other things, Tenant shall own and hold title to any building improvements constructed on the Demised Premises and upon the expiration or early termination of the ownership of said building improvements, said building improvements shall merge with the title of the Demised Premises and become the property of the Landlord. Landlord may, at Landlord sole discretion, elect Tenant to: (i) deliver to Landlord the Demised Premises clean and free of trash and in good repair and condition in accordance with these Tenant's Leasehold Minimum Maintenance and Repair Standards and Practices together with all fixtures and equipment situated in the Demised Premises with reasonable wear and tear excepted; or (ii) prior to the expiration or early termination of the Term, demolish and remove or cause to be removed from the Demised Premises all building improvements together with any fixtures or equipment remaining and restore the Demised Premises to reasonably the same condition it was found immediately prior to taking possession of the Phase I or Phase II Demised Premises as the case may be. Such demolition and removal shall be performed at Tenant's sole cost and risk in accordance with all prevailing ordinances, codes, rules and regulations governing same.

Therefore, these Tenant's Leasehold Minimum Maintenance and Repair Standards and Practices ("Maintenance Standards") hereby set forth in general the minimum level of standard of maintenance and repair or practice the Landlord expects of Tenant and Tenant (or any of its successors and, or assigns) agrees to be obliged in order to comply with the terms and conditions of the Lease.

II. Governing Standard or Practice: Section 8.A. of the Lease states the Tenant agrees to comply with all laws, ordinances, rules, regulations, directives, permits, policies or standards of any governmental authority, entity, or agency affecting the use of the Demised Premises; and any "Construction/Maintenance Standards and Specifications" published by Landlord or its Airport Manager governing such matters at Addison Airport. Section 11.B. of the Lease states "Should there ever arise a conflict between the degree of standard or duty to practice any such standard or practice between [these Maintenance Standards] and any new construction and maintenance and repair standard so adopted by the Landlord, the standard and/or practice representing the higher or

¹ All capitalized terms used in these Tenant's Minimum Leasehold Maintenance Standards and Procedures are as used and defined in the underlying Lease unless otherwise defined herein.

greater degree of standard and/or practice shall prevail as if such higher degree of standard and/or practice is incorporated into and made a part of these [Maintenance Standards].

III. Terminology Used: Unless otherwise provided herein, the definition and/or the description of certain terms used or referred to below shall be the same as defined in the Lease or ASTM International Standard E2018-15² (as it may be amended or modified from time to time or its equivalence as generally accepted by the United States commercial real estate industry at the time).

For the purpose herein the standard being in “good repair and in first-class condition” generally means when the building component or system is serving its designed function, is of working condition and operating well, shows evidence of being well taken care of and does not require immediate or short-term repairs above its *de minimis* threshold or does not evidence a material physical deficiency.

Building System – Interacting or independent components or assemblies, which form single integrated units that comprise a building and its site work, such as pavement and flatwork, structural frame, roofing, exterior walls, plumbing, HVAC, electrical, etc. (ASTM E2018-15).

Component – A portion of a building system, piece of equipment, or building element (ASTM E2018-15).

Deferred Maintenance – Physical deficiencies that could have been remedied with routine maintenance, normal operating maintenance, etc., excluding *de minimis* conditions that generally do not present a material physical deficiency to the subject property (ASTM E2018-15).

Effective Age – The estimated age of a building component that considers actual age as affected by maintenance history, location, weather conditions, and other factors. Effective Age may be more or less than actual age (ASTM E2018-15).

Engineer: Designation reserved by law for a person professionally qualified, examined, and licensed by the appropriate governmental board having jurisdiction, to perform engineering services (ASTM E2018-15).

Expected Useful Life – The average amount of time in years that an item, component or system is estimated to function without material repair when installed new and assuming routine maintenance is practiced (ASTM E2018-15).

Fair Condition – To be found in working condition, but may require immediate or short term repairs above the *de minimis* threshold of not evidencing a material physical deficiency (ASTM E2018-15).

Normal Wear and Tear - Defined as deterioration that results from the intended use of the commercial premises, including breakage or malfunction due to age or deteriorated condition, but the term does not include deterioration that results from negligence, carelessness, accident or abuse

² ASTM Designation E2018-15; November 2015 ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken PA 19428-2929, United States

of the premises, equipment or chattels by the Tenant, by a guest or invitee of the Tenant (Section 93.006[b]); Chapter 93 of the Texas Property Code entitled "Commercial Tenancies"

Physical Deficiency(ies) – The presence of a conspicuous defect or defects and/or material deferred maintenance of a subject property's material systems, components, or equipment as observed. Specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc. (ASTM E2018-15).

Poor Condition – Found not to be in working condition or requires immediate or short term repairs substantially above the *de minimis* threshold of not evidencing a material physical deficiency (ASTM E2018-15).

Routine Maintenance - Repair that does not require specialized equipment, professional services, or licensed contractors but, rather can be corrected within the budget and skill set of typical property maintenance staff (ASTM E2018-15).

IV. Baseline Property Condition Assessment: Beginning on or about the tenth (10th) anniversary but no later than the twelfth (12th) anniversary of the Term, Tenant shall procure, at the joint cost of Landlord and Tenant, a Property Condition Assessment baseline report (PCA) to be prepared, written and signed by a licensed professional engineer qualified to assess the condition of the Demised Premises and all Building Improvements, fixtures and equipment made a part thereto pursuant to the then-operative version of ASTM International Standard Designation E2018 as of the date the PCA is performed. If at that time, for any reason, ASTM International no longer publishes standards for conducting property condition assessments for commercial real estate in the United States, Landlord and Tenant shall mutually agree to adopt another similar standard of practice to be performed by qualified third Parties recognized and accepted by the commercial real estate industry in the United States.

For any portion of the Demised Premises designed and constructed with the intent to be used for the storage and movement of aircraft, the PCA shall also include an aircraft pavement condition assessment performed for such areas in accordance with FAA Advisory Circular 150/5380-7A "Airport Pavement Management Program" and ASTM Standard Designation D5340 "Standard Test Method for Airport Pavement Condition Index Surveys" (or their respective operative standard in effect at the time of the PCA report date). If no such standard exists at the time, the pavement condition assessment shall be performed based on prevailing industry standards as of the date of the assessment.

A. Within thirty (30) days of the published date of the PCA report Tenant shall deliver to Landlord a complete signed original copy of the PCA report together with the aircraft pavement condition assessment, if any, together with:

(1.) "**Tenant's Remedy Plan**", a written plan prepared by Tenant itemizing and given in sufficient detail Tenant's plan to remedy and cure, at Tenant's sole cost and expense, any and all Physical Deficiencies and, or Deferred Maintenance matters identified and communicated in the PCA report. Tenant's Remedy Plan shall indicate, among other things, that all work will be completed in a good and workman like condition pursuant to

all local building codes and ordinances as required by the Lease within one hundred and eighty (180) calendar days from the date of the PCA's published report date (the "Remedy Period") unless otherwise agreed to in writing by Landlord.

(a.) If the pavement condition assessment PCI score reflects a score less than 70 (or its equivalence) the Tenant's Remedy Plan shall set forth in sufficient detail Tenant's intended remedy and cost estimate necessary to increase the aircraft pavement PCI score to a minimum of 70 within the Remedy Period. **[We don't know what 70 represents.]**

(b.) In the event the PCA recommends supplemental testing or evaluation of any building component including, but not limited to, structural, building envelope, roofing, HVAC, plumbing, electrical, fire alarm and suppression, elevator, hangar door and/or door operators, environmental and ADA, Tenant's Remedy Plan shall reflect Tenant's plan to complete such supplemental investigations as recommended within the Remedy Period.

(2.) **"Tenant's Facility Maintenance and Repair Plan"** (or "Maintenance Plan") which sets forth in sufficient detail Tenant's stated itemized objectives to maintain and keep all building components and systems, pavement and landscaped areas in good condition and repair together with any planned capital repairs, including those cited in the PCA report and any capital improvements planned within the next ten (10) years following the PCA published report date. Additionally, the Maintenance Plan should include but not be limited to the following:

(a.) Tenant's schedule and checklist for periodic self-inspection of all major building components and systems on annualized basis.

(b.) Tenant shall periodically update the Maintenance Plan to reflect scheduled repairs made together with itemized repair costs given, new conditions found as a result of Tenant's periodic self-inspections and Tenant's plan to maintain or repair said condition.

B. If Tenant fails to deliver to Landlord a complete signed original Baseline PCA Report, Tenant's Remedy Plan and Tenant's Facility Maintenance and Repair Plan as required herein. Landlord may provide written notice thereof to Tenant. Tenant shall have ninety (90) days after receipt of such notice to provide such report or plan. Failure to do so shall be considered an event of default of the Lease. Tenant's failure to promptly remedy any Physical Deficiency(ies) identified and communicated in any PCA report as required herein is also considered an event of default under the Lease. In the event of such default(s), in addition to all other rights and remedies available to Landlord under the Lease and by law, Landlord may, but not be obligated to, cause such reports and plans to be prepared and implemented as deemed commercially reasonable; and all reasonable costs therefore expended by Landlord plus interest thereon as provided for in Section 39 of the Lease shall be paid by Tenant upon demand.

V. *Requirement for Subsequent Baseline Property Condition Report Updates, Tenant Remedy Plan Updates and Tenant's Facility Maintenance and Repair Plan Updates:*

A. Upon each ten (10) year anniversary of the Term (but not later than two (2) years after each 10-year anniversary) Tenant shall procure, at its sole cost and expense, a PCA update (including aircraft pavement condition assessment) with the subsequent PCA report being of similar form and scope as the initial baseline PCA outlined above. Consideration should be given to the age of all building components and whether any special assessments might be warranted. Within thirty (30) days of the published date of the subsequent PCA report, Tenant shall deliver to Landlord a complete signed original of the subsequent PCA report together with the aircraft pavement condition assessment findings. Simultaneously, Tenant shall deliver to Landlord its Tenant Remedy Plan setting forth Tenant's itemized and detailed plan for remedying and curing all Physical Deficiencies and/or Deferred Maintenance matters identified and communicated in the subsequent PCA report. Similarly, Tenant shall also deliver to Landlord Tenant's Facility Maintenance and Repair Plan updated to reflect the most recent subsequent PCA report findings and recommendations.

B. With no more than seventy-two (72) and no less than sixty (60) months remaining until the Lease Expiration Date, Tenant shall procure, at its sole cost and expense, a final PCA report (including aircraft pavement condition assessment) with the final PCA report being of similar form and scope as the initial baseline PCA outlined above (the "Final PCA Report"). Consideration should be given to the age of all building components and whether any special assessments might be warranted. Within thirty (30) days of the published date of the Final PCA Report, Tenant shall deliver to Landlord a complete signed original of the Final PCA Report together with the aircraft pavement condition assessment findings. Simultaneously, Tenant shall deliver to Landlord its Tenant Remedy Plan setting forth Tenant's itemized and detailed plan for remedying and curing all Physical Deficiencies and/or Deferred Maintenance matters identified and communicated in the Final PCA Report. Similarly, Tenant shall also deliver to Landlord Tenant's Facility Maintenance and Repair Plan updated to reflect the Final PCA Report findings and recommendations which are to be implemented through the Lease Expiration Date.

VI. *Qualification of Property Condition Reviewer:* The qualifications of a third-party consultant performing or overseeing the PCA shall be:

- Licensed in the state of Texas as a professional architecture or engineer;
- Demonstrated experience working with general aviation type properties;
- Having working knowledge of relevant FAA Advisory Circulars and ASTM Standards relating to facility and pavement maintenance and survey standards affecting the subject property type and scope (size and complexity, etc.); and
- Experience preparing property condition reports.

VII. *Record Retention:* Throughout the Term Tenant shall diligently gather and retain in an orderly manner all documentation affecting and relating to the Building Improvements and any fixtures or equipment made a part of the Demised Premises. To the extent possible the Tenant shall retain digital copies of all such documentation, which can be easily reviewed, inspected and

sourced. All such documents are to be made available to each consultant assigned to perform the property condition assessment and pavement condition analysis. Such documents to be retained should include but not be limited to:

- Site plan – updated as necessary.
- Property Survey – updated as necessary to reflect any changes to the leased premises.
- Construction and “as-built” drawings together with written building specifications.
- Certificate of Occupancy and building permits.
- Appraisal or broker opinion of value reports.
- Safety inspection records.
- Manufacturer’s product specification and label information for new and replacement building material used.
- All unexpired warranty information (roofs, boilers, chillers, HVAC, window systems, electrical).
- Records indicating the age of material building systems such as roofing, paving, plumbing, HVAC, electrical.
- Pavement Condition Assessment Reports (aircraft apron and other)
- Insurance casualty claims and adjustment reports affecting the Building Improvements
- Construction Draw/Funding Reports.
- Lender Inspection Reports.
- Environmental Assessment Reports.
- Historical costs incurred for material repairs, improvements, recurring replacements, etc.
- Pending proposals or executed contracts for material repairs and/or improvements.
- Description of future/planned material improvement or repairs.
- Outstanding notices and citations for building, fire, and zoning code and ADA violations
- The ADA survey and status of any improvements implemented to effect physical compliance.
- Previously prepared, if any, Property Condition Assessment reports or engineering testing and surveys pertaining to any aspect of the subject property’s physical condition.
- Records indicating building occupancy percentage (if multi-tenant use).
- Building rent roll as it relates to tenant count, occupancy and leasable areas.
- Lease listing literature, listing for sale, marketing/promotional literature such as photographs, descriptive information, reduced floor plans, etc.
- Periodic inspection reports (self or third-party) and supporting documentation.
- Irrigation Plans, updated as needed
- Operating manuals, instructions, parts lists

VIII. Reversionary Process (at Lease Expiration or Early Termination): Pursuant to the terms and conditions of the Lease, unless otherwise amended or modified the Lease is due to expire at the end of the Lease Expiration Date at which time any and all Building Improvements and any subsequent improvements and alterations made thereto as defined in the Lease revert and become under the ownership of the Landlord. If Tenant is not then in default of the Lease, Tenant shall have the right to remove all personal property and trade fixtures owned by the Tenant from the Demised Premises, but Tenant shall be required to repair any damage to the Demised Premises

caused by such removal, which work shall be conducted in a good and workmanlike manner and at Tenant's sole cost and expense.

Accordingly, in order to facilitate an orderly transfer of all the ownership interests of the Demised Premises, Tenant shall deliver or cause to be delivered to Landlord all of the following on or before the Expiration Date, or earlier termination of the Lease:

A. Tenant's Representations: Tenant shall certify and attest in writing, in a form acceptable to Landlord:

- (1.) Tenant conveys to Landlord in good and indefeasible title all the Building Improvements free and clear of any and all liens, assessments, easements, security interests and other encumbrances caused by Tenant; and
- (2.) There are no lessees or sub-lessees in possession of any portion of the Building Improvements, tenants at sufferance or trespassers; and
- (3.) There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Building Improvements, and all obligations of Tenant arising from the ownership and operation of the Demised Premises and any business operated on the Building Improvements including but not limited to taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Expiration Date; and
- (4.) There is no pending or threatened litigation, condemnation, or assessment affecting the Building Improvements; and
- (5.) Tenant has disclosed to Landlord any and all known conditions of a material nature with respect to the Building Improvements which may affect the health or safety of any occupant of the Demised Premises. Except as disclosed in writing by Landlord or Tenant, the Improvements have no known latent structural defects or construction defects of a material nature, and none of the improvements has been constructed with materials known to be a potential health hazard to occupants of the Building Improvements; and
- (6.) Except as otherwise disclosed in writing by Tenant to Landlord, the Building Improvements does not contain any Hazardous Materials other than lawful quantities properly stored in containers in compliance with applicable laws. For the purpose herein, "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other federal, state or local environmental law, ordinance, rule, or regulation, whether existing or subsequently enacted during the Term.

B. Any rental and monies due under the Lease unless paid in full; and

C. N/A; and

D. All plans, drawings and specifications respecting the Building Improvements, including as-built plans and specifications, landscape plans, building system plans (HVAC,

Telecom/Data, Security System, plumbing) air-conditioning in Tenant's possession or control; and

- E. Inventory with corresponding descriptions and identification of all keys, lock combinations, access codes and other such devices or means to access every securable portion, compartment, cabinet, panel, closet, gate or point of entry within the Demised Premises; and
- F. All soil reports, engineering and architectural studies, grading plans, topographical maps, feasibility studies and similar information in Tenant's possession or control relating to the Demised Premises; and.
- G. A list and complete copies of all current service contracts, maintenance contracts, management contracts, warranties, licenses, permits, operating agreements, reciprocal easement agreements, maps, if any, applicable to the Demised Premises, certificate of occupancy, building inspection approvals and covenants, and conditions and restrictions respecting the Demised Premises; and
- H. Copies of all utility bills (electric, water/sewer and gas) and similar records respecting the Building Improvements for the past three (3) months; and
- I. A schedule of all service contracts, agreements and other documents not expressly referenced herein relating to the Demised Premises.

End