

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE THIRD AMENDMENT TO GROUND LEASE BETWEEN THE TOWN OF ADDISON AND CONCOURSE PLAZA II, LTD. FOR PROPERTY LOCATED AT 16051 ADDISON ROAD, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The Third Amendment to Ground Lease between the Town of Addison and Concourse Plaza II, Ltd. for property located at 16051 Addison Road, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **8<sup>th</sup>** day of **SEPTEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

STATE OF TEXAS           §  
                                          §           **THIRD AMENDMENT TO GROUND LEASE**  
COUNTY OF DALLAS       §

This Third Amendment to Ground Lease (hereinafter referred to as the "Third Amendment") is made effective as of October 1, 2020, (the "Effective Date") at Addison, Texas, by and between the Town of Addison, Texas, a home-rule municipality (hereinafter sometimes referred to as the "Landlord" or the "City"), and Concourse Plaza II, LTD., a Texas limited liability company ("Tenant") (Landlord and Tenant are sometimes referred to as the "parties" or "party").

**WHEREAS**, a Ground Lease (with Addendum To Ground Lease) was first made and entered into October 11, 1983 between the City of Addison, Texas (the same being the Town of Addison, Texas, and sometimes referred to herein as the "City") and Addison Airport of Texas, Inc. ("AATI") as Landlord, and Bunnell Properties, Inc., a Texas corporation, as Tenant, by the terms of which Landlord leased to Tenant a certain 1.661 acre tract of land at Addison Airport (which tract of land is referred to in the Ground Lease and herein as the "Demised Premises" or "demised premises") as recorded in the Official Public Records of Dallas County, Texas ("OPR") in Book 83252, Page 7439 (Instrument #198302521079) (the "Ground Lease" or "Lease", a true and correct copy as amended and modified as described herein is attached hereto as **Exhibit "A"**), which said real property is commonly referred to as 16051 Addison Road at Addison Airport within the Town Addison, Texas, and owned by the City, and

**WHEREAS**, the Ground Lease provides that upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and AATI), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants, and obligations, of the Landlord under the Ground lease; and

**WHEREAS**, the said Base Lease has expired and the City alone is the Landlord under the Ground Lease; and

**WHEREAS**, by that Assignment of Lease dated December 1, 1983 and recorded in the OPR in Book 83252, Page 7456 (Instrument #198302521080), the Ground Lease was assigned from Bunnell Properties, Inc., as assignor, to Concourse Plaza, LTD., a Texas limited partnership, as assignee; and

**WHEREAS**, the said Ground Lease was then modified by that Settlement and First Amendment to Lease Agreement dated April 22, 1997 as recorded in Book 97214, Page 2291 (instrument #199702140412) of the OPR with a corrected document recorded in Book 97247, Page 3370 (Instrument #19907024170809) of the Official Public Records of Dallas County, Texas on December 22, 1997, wherein, among other things, the Demised Premises was modified to include 78,506 square feet of land as described in Exhibit C to the Agreement (the same being as shown in the Boundary Survey prepared by Shimek, Jacobs & Finklea, LLP dated February 19, 1997, which a true and correct copy is attached hereto as **Exhibit "B"**); and

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**WHEREAS**, by that Assignment of Lease entered into and made effective December 31, 1997 as recorded as Book 98063, Page 3557 (Instrument #199800090587) in the OPR, the Ground Lease was assigned from Concourse Plaza, LTD, as assignor, to Concourse Plaza II, LTD, a Texas limited partnership, as assignee; and

**WHEREAS**, said Ground Lease was then modified by that Second Amendment to Ground Lease dated and made effective August 14, 2018, so evidenced by that Memorandum of Lease of same date recorded in the OPR as Instrument #201800245457; whereby, among other things, the Term was extended to expire on September 30, 2054; and

**WHEREAS**, by virtue of such conveyances and assignments, Concourse Plaza II, LTD is the Tenant under the Ground Lease (and is hereinafter referred to as "Tenant"); and

**WHEREAS**, Tenant has achieved Construction Completion of the Second Amendment Building Improvements to Landlord's satisfaction pursuant to Section 6.B of the Second Amendment in excess of the stipulated Second Amendment Capital Improvement Costs of One Million Five Hundred and No/100 Dollars (\$1,500,000.00) evidenced by that certain signed and witnessed Application and Certification For Payment #9 dated March 2, 2020 ("Second Amendment Construction Costs Evidence") with the actual total contract sum paid in the amount of \$1,992,270.03; and

**WHEREAS**, in consideration of the actual construction costs incurred by Tenant exceeding the stipulated Second Amendment Capital Improvement Costs, and in connection therewith, Landlord and Tenant desire to amend the Ground Lease in the manner set forth below.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and Concourse Plaza II, LTD., a Texas limited liability company, do hereby agree as follows:

**Section 1. Incorporation of Premises.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof.

**Section 2. Amendments and Modifications to Ground Lease.** The Ground Lease, as described in the above and foregoing recitals, is hereby amended and modified as follows:

**A. Amendment to Section 3, Term.** Section 3, Term of the Ground Lease is hereby amended as follows:

**3. Term:** The initial term hereof, which commenced October 1, 1984 and is due to expire September 30, 2054 as modified by the Second Amendment, is hereby extended an additional seventy-two (72) full calendar months so that it shall now expire on September 30, 2060.

**Section 3. No Other Amendments.** Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.

**Section 4. Applicable Law; Venue.** In the event of any action under this Third Amendment, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Third Amendment; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of the State of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Third Amendment. All obligations of the parties created by this Third Amendment are performable in Dallas County, Texas.

**Section 5. No Third-Party Beneficiaries.** This Third Amendment and each of its provisions are solely for the benefit of the parties hereto and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.

**Section 6. Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Third Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TENANT:**

**CONCOURSE PLAZA II, LTD.,**  
a Texas limited partnership

By: Harkinson Investment Corporation  
a Texas corporation, General Partner

By:   
William J. Harkinson, President

**LANDLORD:**

**TOWN OF ADDISON, TEXAS,**  
a home rule municipality

By: \_\_\_\_\_

Wesley S. Pierson, City Manager

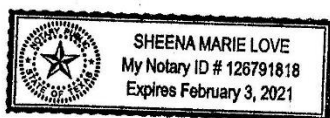
**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared William J. Harkinson, President of Harkinson Investment Corporation, General Partner of Concourse Plaza II, LTD, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this 24th day of August, 2020.

[SEAL]



*Sheena M. Love*  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Wesley S. Pierson, city manager of the Town of Addison, a home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**COPY OF GROUND LEASE AS AMENDED AND MODIFIED**



THE STATE OF TEXAS  
COUNTY OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1983, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport of Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and Bunnell Properties, Inc., a Texas Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor at AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. **Base Lease:** All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written verbatim herein, and Tenant by Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same relate to the demised premises and/or the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. **Definition of Landlord and Effect of Default under the Base Lease:** The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that (i) until such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI, and (ii) that default by AATI under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. **Term:** The term hereof shall commence on the earlier of October 1, 1984, or the first day of the first calendar month after Tenant completes the construction hereinbelow described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end four hundred eighty (480) months thereafter; provided, however, that any entry upon the demised premises by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

4. **Rental:** Subject to adjustment as hereinbelow provided, Tenant agrees to pay to Landlord, without offset or deduction, rent for the demised premises at the rate of SIXTEEN HUNDRED SEVENTY-SIX AND 07/100 per month in advance. The first of such monthly installment shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. **Adjustment of Rental:** Commencing on the second anniversary of the Commencement Date and on every bi-annual anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumers' price Index-All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it existed on the Commencement Date and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible shall be substituted therefor.

6. **Use of Demised Premises and Construction of Improvements:** The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts; aircraft maintenance and repair; aircraft storage; aircraft training; aircraft charter; and aircraft rentals; and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

These improvements consist of a combination office/airplane hangar facility containing approximately 42,600 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction prints to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a first class, workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. **Acceptance of Demised Premises:** Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. **Securing Governmental Approvals and Compliance with Law:** Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense.

9. **Assignment, Subletting and Mortgaging of Leasehold Estate:**

A. Without the prior written consent of Landlord, Tenant may not assign this Lease or any rights of Tenant hereunder (except to a leasehold mortgage as hereinbelow provided) or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises approved from time to time by Landlord in writing. In the event that Tenant pursuant to mortgages or deeds of trust mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee become the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

C. All mortgages and/or deeds of trust which by Tenant mortgages the leasehold estate of Tenant created hereby shall contain provisions (i) requiring the leasehold mortgagee to give Landlord fifteen (15) days written notice prior to accelerating the debt of Tenant to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (ii) allowing Landlord during such fifteen (15) day notice period to cure Tenant's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Landlord's option to assume Tenant's position under said mortgages or deeds of trust.

D. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice to such effect has been given to Landlord, to give the holder of such leasehold mortgage at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgagee.

10. **Property Taxes and Assessments:** Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord's "paid receipts" or other written evidence that all such taxes have been paid by Tenant.

**11. Maintenance and Repair of Demised Premises:**

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs therefor expended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand.

12. **Alterations, Additions and Improvement.** After completion of the improvements described in paragraph 6, Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent to non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed in a first class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

13. **Insurance.** Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (i) shall be issued by insurance companies acceptable to Landlord, (ii) shall name Landlord as an additional insured or loss payee, as the case may be, and (iii) shall provide for at least ten (10) days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

**14. Casualty Damage or Destruction:**

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient for such purpose, at Tenant's sole cost, risk and expense will promptly commence and complete the restoration, repair and replacement of said buildings, structures and equipment as nearly as possible to their value, condition and character immediately prior to such damage and/or destruction, with such alterations in and additions thereto as may be approved in writing by Landlord (hereinafter sometimes referred to as the "Restoration").

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate believed by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any fact or as to any matter therein set forth. Such certificate shall be full warranty, authority and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof (less the costs, fees and expenses incurred by Landlord and Tenant in the collection thereof, including, without limitation, adjuster's and attorney's fees and expenses) shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or as Tenant may direct from time to time as Restoration progresses to pay (or reimburse Tenant for) the cost of Restoration, upon written request of Tenant to Landlord accompanied by (a) certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work and material in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a complete part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration, and (b) an opinion of counsel satisfactory to Landlord that there exist no mechanics', materialmen's or similar liens for labor or materials except such, if any, as are discharged by the payment of the amount requested.

(ii) Upon receipt by Landlord of evidence of the character required by the foregoing clauses (i)(a) and (b) that Restoration has been completed and the cost thereof paid in full, and that there are no mechanics', materialmen's or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

E. In the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently proceed to the completion of same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant thirty (30) days prior written notice requesting the commencement of Restoration or that Tenant diligently proceeds to the completion of same if Tenant during such thirty (30) day period does not so commence or proceed to diligently complete Restoration. In such event, Landlord shall retain the insurance proceeds, and Tenant shall pay any deficiency if such proceeds are not sufficient for Restoration.

**15. Condemnation:**

A. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the demised premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises, and Landlord shall refund to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.

B. If after such taking by or sale to said condemning authority the remainder of the demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to paragraph 5, by a fraction, the numerator of which shall be the number of square feet remaining in the demised premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.

C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises, and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant, as their interest may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. **Utilities.** Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, tap-in fees and services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. **Common Facilities.** Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment and services which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the demised premises, other airport installations, and all other reasonable services which may be provided without charge from time to time by Landlord in operating the Airport. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified, changed or terminated from time to time at Landlord's sole discretion.

18. **Rules and Regulations.** Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other Tenants and customers of the Airport.

19. **Signs and Equipment.** After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right from time to time to install and operate advertising signs and radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. **Landlord's Right of Entry.** Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs permitted under this Lease, (iii) to show the demised premises to any prospective tenant or purchaser or (iv) for any other reasonable and lawful purpose.

During the final one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the demised premises customary signs advertising the demised premises for lease or for sale.

**21. Indemnity and Exculpation:**

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damage to property on or about the demised premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, servants, customers, invitees, subtenants, licensees or concessionaires or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other persons whomsoever, excepting only duly authorized agents and employees of Landlord.

**22. Default by Tenant.** The following events shall be deemed to be events of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose leased.

23. **Remedies of Landlord.** Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the option to pursue any one or more of the following remedies without the notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

B. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on the date of such termination damages in any amount equal to the excess, if any, of the total amount of all monthly rental and other amounts to be paid by Tenant to Landlord hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Lease over the then fair market rental value of the demised premises for such unexpired portion of the term of this Lease.

C. Enter upon and take possession of the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof. Landlord may relet the demised premises and receive the rent therefor. Tenant agrees to pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

deducted from time to time any deficiency that may arise by reason of any such defaulting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of remedying shall be subtracted from the actual amount of rent received under such defaulting.

D. Upon the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions and covenants herein contained.

**24. Default by Landlord.** No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or render Landlord liable for damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay rent) or grant Tenant any right of deduction, abatement, set-off or recoupment or entitle Tenant to take any action whatsoever with regard to the demised premises or Landlord until thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) day period then within an additional reasonable period of time so long as Landlord has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default. In the event that Landlord fails to cure such default within said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to:

(i) Proceed to cure such default and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding rental installment(s) due by Tenant to Landlord hereunder; or

(ii) Proceed to cure such default and bring suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give the notice required hereinabove to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action, if any, undertaken by such mortgagee as if such curative action had been taken by Landlord.

**25. Waiver of Subrogation.** Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the demised premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

**26. Title to Improvements.** Any and all improvements on the demised premises shall become the property of Landlord upon the expiration or termination of this Lease; provided, however: (i) if Tenant is not then in default hereunder, Tenant shall have the right to remove all personal property and trade fixtures owned by Tenant from the demised premises, but Tenant shall be required to repair any damage to the demised premises caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense; and (ii) Landlord may elect to require Tenant to remove all improvements from the demised premises and restore the demised premises to the condition in which the same existed on the date hereof, in which event Tenant shall promptly perform such removal and restoration in a good and workmanlike manner and at Tenant's sole cost and expense.

**27. Mechanics' and Materialmen's Liens.** Tenant agrees to indemnify and hold Landlord harmless of and from all liability arising out of the filing of any mechanics' or materialmen's liens against the demised premises by reason of any act or omission of Tenant or anyone claiming under Tenant, and Landlord, at Landlord's option, may satisfy such liens and collect the amount expended from Tenant together with interest thereon as provided in paragraph 37 as additional rent; provided, however, that Landlord shall not so satisfy such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen (15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the demised premises.

**28. Title.** Tenant accepts the demised premises subject to: (i) the Base Lease; (ii) the Rules and Regulations; (iii) easements and rights-of-way and (iv) zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the demised premises.

**29. Quiet Enjoyment and Subordination.** Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the demised premises during the full term of this Lease; provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the demised premises. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises; provided, however, that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

**30. Rent on Net Return Basis.** Except for the rental due under the Base Lease during the time that AATI is the Landlord hereunder, it is intended that the rent provided for in this Lease shall be an absolutely net return to Landlord for the term of this Lease, free of any loss, expenses or charges with respect to the demised premises, including, without limitation, maintenance, repairs, replacement, insurance, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

**31. Holding Over.** Should Tenant, or any of Tenant's successors in interest fail to surrender the demised premises, or any part thereof, on the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month only terminable at any time by either Landlord or Tenant after thirty (30) days prior written notice to the other, at a monthly rental equal to two hundred percent (200%) of the rent paid for the last month of the term of this Lease.

**32. Waiver of Default.** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

**33. Release of Landlord Upon Transfer.** All of Landlord's personal liability for the performance of the terms and provisions of this Lease (except for any liability accruing prior to such transfer) shall terminate upon a transfer of the demised premises by Landlord, provided that the obligations of Landlord under this Lease are covenants running with the land and shall be binding upon the transferee of Landlord's interest in this Lease and the demised premises.

**34. Attorneys' Fees.** If, on account of any breach or default by Landlord or Tenant of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, and should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

**35. Financial Information.** Tenant agrees that Tenant will from time to time upon the written request of Landlord during the term of this Lease furnish to Landlord such credit and banking references as Landlord may reasonably request.

**36. Estoppel Certificates.** Tenant agrees that from time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. Landlord is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

D. If requested by Landlord, Tenant will not pay rent for more than one (1) month in advance and that this Lease will not be amended without notice to Landlord's mortgagee and that the same will not be terminated without the same notice required by the Lease to



furnished to Landlord also being furnished to Landlord's mortgagee and Landlord's mortgagee fails to cure such default within the curative period allowed Landlord under this Lease.

Landlord agrees that from time to time, upon not less than ten (10) days' prior written request by Tenant, Landlord will deliver to Tenant a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. Tenant is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

37. Interest on Tenant's Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease remaining unpaid ten (10) days after the due date of the same (if no due date has been established under other provisions hereof, the "due date" shall be the date upon which Landlord demands payment from Tenant in writing) shall bear interest at the rate of ten percent (10%) per annum from and after said tenth (10th) day until paid. If more than twice during the term of the Lease Tenant's personal or corporate check is not paid by the bank on which it is drawn for whatever reason, Landlord may require by giving written notice to Tenant that the payment of all future monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, cashier's check, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice.

38. Independent Contractor. It is understood and agreed that in leasing and operating the demised premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

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

41. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

42. Captions. The captions or headings or paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

43. Successors. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

44. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

LANDLORD:

TENANT:

Addison Airport of Texas, Inc.  
P. O. Box 34067  
Dallas, Texas 75234

Bunnell Properties, Inc.  
14951 Dallas Parkway, Suite 900  
Dallas, Texas 75240

City of Addison, Texas

980-7704

P. O. Box 144

Addison, Texas 75001

46. Fees or Commissions. Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or finders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

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

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of forty-nine (49) paragraphs and Exhibits A through B attached hereto, embodies the entire agreement between Landlord and Tenant and supercedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

EXECUTED as of the day month and year first above written.

\* \* \* \*

The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.

\* \* \* \*

LANDLORD:

ADDISON AIRPORT OF TEXAS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF ADDISON, TEXAS

By: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT: Bunnell Properties, Inc.

By: \_\_\_\_\_

Its: President

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1923.

Martha E. Jensen  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jackie Kidding  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of November, 1923.



Martha E. Jensen  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Bunnell  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1923.

Martha E. Jensen  
Notary Public  
Dallas  
County, Texas

ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Bunnell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.

D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

ASSIGNMENT OF LEASE

THIS AGREEMENT is made as of this the 1st day of December, 1983, at Addison, Texas, between BUNNELL PROPERTIES, INC., a Texas corporation, hereinafter called "Assignor", and CONCOURSE PLAZA, LTD., a Texas limited partnership, hereinafter called "Assignee".

WHEREAS, a lease executed on October 11, 1983, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor, and the Assignor, as the Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Assignor as Lessee upon the terms and conditions provided therein; and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee, and the Assignee desires to accept an assignment thereof;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the Lease hereinbefore described, a copy of which is attached hereto as Exhibit "A", and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said Lease when due and payable.

This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.



EXECUTED as of the day and year first above written.

ASSIGNOR:

Bunnell Properties, Inc.

By: 

ASSIGNEE:

Concourse Plaza, Ltd.

By: Bunnell Properties, Inc., Managing  
General Partner

By: 

CONSENT OF LESSOR

The undersigned is the Lessor under the Lease described in the foregoing Assignment and hereby consents to the assignment of the Lease to the Assignee, waiving none of their rights thereunder as to the Lessee or the Assignee.

LESSOR:

CITY OF ADDISON

By: 

ADDISON AIRPORT OF TEXAS, INC.

By: 

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 1983.

Kay F. Robertson Rudick  
Notary Public

My Commission Expires:  
3-7-84



KAY F. ROBERTSON RUDICK  
Notary Public, State of Texas  
My Comm. Expires Mar. 7, 1984

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, as managing general partner of Concourse Plaza, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 1983.

Kay F. Robertson Rudick  
Notary Public

My Commission Expires:  
3-7-84



KAY F. ROBERTSON RUDICK  
Notary Public, State of Texas  
My Comm. Expires Mar. 7, 1984

TE OF TEXAS  
OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1983, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport of Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and Bunnell Properties, Inc., a Texas corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor of AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. **Base Lease:** All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written verbatim herein, and Tenant by Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same relate to the demised premises and/or the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. **Definition of Landlord and Effect of Default under the Base Lease:** The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that (i) until such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI, and (ii) that default by AATI under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. **Term:** This term hereof shall commence on the earlier of October 1, 1984, or the first day of the first calendar month after Tenant completes the construction hereinbelow described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end four hundred eighty (480) months thereafter; provided, however, that any entry upon the demised premises by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

4. **Rental:** Subject to adjustment as hereinbelow provided, Tenant agrees to pay to Landlord, without offset or deduction, rent for the demised premises at the rate of SIXTEEN HUNDRED SEVENTY-SIX AND 07/100 per month in advance. The first of such monthly installment shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. **Adjustment of Rental:** Commencing on the second anniversary of the Commencement Date and on every bi-annual anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumers' price index-All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it existed on the Commencement Date and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible shall be substituted therefor.

6. **Use of Demised Premises and Construction of Improvements.** The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts; aircraft maintenance and repair; aircraft storage; aircraft training; aircraft charter; and aircraft rentals; and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

These improvements consist of a combination office/airplane hangar facility containing approximately 42,600 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction prints to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a first class, workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. **Acceptance of Demised Premises.** Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. **Securing Governmental Approvals and Compliance with Law.** Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense.

9. **Assignment, Subletting and Mortgaging of Leasehold Estate:**

A. Without the prior written consent of Landlord, Tenant may not assign this Lease or any rights of Tenant hereunder (except to a leasehold mortgagee as hereinbelow provided) or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under such assignment or subletting and apply such rent against any sums due to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises approved from time to time by Landlord in writing. In the event that Tenant pursuant to mortgages or deeds of trust mortgages the leasehold estate of Tenant created hereby, the leasehold mortgagee shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgagee become the owner of the leasehold estate pursuant to foreclosure, transfer in lieu of foreclosure, or otherwise, and thereafter said leasehold mortgagee shall remain liable for such obligations only so long as such mortgagee remains the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that no such mortgaging by Tenant and/or any actions taken pursuant to the terms of such mortgage shall ever relieve Tenant of Tenant's obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

*[Handwritten signature]*

All mortgages or deeds of trust whereby Tenant mortgages the leasehold estate of Tenant created hereby shall contain provisions giving the leasehold mortgagee to give Landlord fifteen (15) days written notice prior to accelerating the debt of Tenant to such mortgagee and/or initiating foreclosure proceedings under said mortgages or deeds of trust, and (ii) allowing Landlord during such fifteen day notice period to cure Tenant's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at Landlord's expense assume Tenant's position under said mortgages or deeds of trust.

D. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice of such effect has been given to Landlord, to give the holder of such leasehold mortgage at such address or addresses as may be specified in such written notice to Landlord the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgage to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default so specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this Lease without first giving any such leasehold mortgagee the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgagee and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby; provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgagee.

10. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, on the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord's "paid receipts" or other written evidence that all such taxes have been paid by Tenant.

**11. Maintenance and Repair of Demised Premises:**

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs thereof expended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand.

12. Alterations, Additions and Improvement. After completion of the improvements described in paragraph 6, Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed in a first class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

13. Insurance. Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (i) shall be issued by insurance companies acceptable to Landlord, (ii) shall name Landlord as an additional insured or loss payee, as the case may be, and (iii) shall provide for at least ten (10) days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

**14. Casualty Damage or Destruction:**

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient for such purpose, at Tenant's sole cost, risk and expense will promptly commence and complete the restoration, repair and replacement of said buildings, structures and equipment as nearly as possible to their value, condition and character immediately prior to such damage and/or destruction, with such alterations in and additions thereto as may be approved in writing by Landlord (hereinafter sometimes referred to as the "Restoration").

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate believed by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any fact or as to any matter therein set forth. Such certificate shall be full warranty, authority and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof (less the costs, fees and expenses incurred by Landlord and Tenant in the collection thereof, including, without limitation, adjuster's and attorney's fees and expenses) shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or as Tenant may direct from time to time as Restoration progresses to pay (or reimburse Tenant for) the cost of Restoration, upon written request of Tenant to Landlord accompanied by (a) certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work and material in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a complete part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration, and (b) an opinion of counsel satisfactory to Landlord that there exist no mechanics', materialmen's or similar liens for labor or materials except such, if any, as are discharged by the payment of the amount requested.

(ii) Upon receipt by Landlord of evidence of the character required by the foregoing clauses (i)(a) and (b) that Restoration has been completed and the cost thereof paid in full, and that there are no mechanics', materialmen's or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

E. In the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently proceed to the completion of same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant thirty (30) days prior written notice requesting the commencement of Restoration or that Tenant diligently proceeds to the completion of same. If Tenant during such thirty (30) day period does not so commence or proceed to diligently complete Restoration, in such event, Landlord shall retain the insurance proceeds, and Tenant shall pay any deficiency if such proceeds are not sufficient for Restoration.

**15. Condemnation:**

A. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or are sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the demised premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises, and Landlord shall refund to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.

B. If after such taking by or sale to said condemning authority the remainder of the demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to paragraph 5, by a fraction, the numerator of which shall be the number of square feet remaining in the demised premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.

C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises, and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant, as their interest may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. Utilities. Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, tap-in fees and services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. Common Facilities. Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment and services which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the demised premises, other airport installations, and all other reasonable services which may be provided without charge from time to time by Landlord in operating the Airport. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified, changed or terminated from time to time at Landlord's sole discretion.

18. Rules and Regulations. Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other Tenants and customers of the Airport.

19. Signs and Equipment. After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right from time to time to install and operate advertising signs and radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. Landlord's Right of Entry. Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs permitted under this Lease, (iii) to show the demised premises to any prospective tenant or purchaser or (iv) for any other reasonable and lawful purpose.

During the final one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the demised premises customary signs advertising the demised premises for lease or for sale.

**21. Indemnity and Exculpation:**

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damage to property on or about the demised premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, servants, customers, invitees, subtenants, licensees or concessionaires or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other persons whomsoever, excepting only duly authorized agents and employees of Landlord.

**22. Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:**

A. Failure of Tenant to pay any installment of rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose leased.

23. Remedies of Landlord. Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the option to pursue any one or more of the following remedies without the notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

B. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrearages in rent, enter upon and take possession of the demised premises and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on the date of such termination damages in any amount equal to the excess, if any, of the total amount of all monthly rental and other amounts to be paid by Tenant to Landlord hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Lease over the then fair market rental value of the demised premises for such unexpired portion of the term of this Lease.

C. Enter upon and take possession of the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove Tenant and any other person who may be occupying the demised premises or any part thereof. Landlord may relet the demised premises and receive the rent therefor. Tenant agrees to pay to Landlord on

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demand from time to time any deficiency that may arise by reason of any such letting. In determining the amount of such deficiency, brokerage commissions, attorneys' fees, remodeling expenses and other costs of letting shall be subtracted from the amount of rent received under such letting.

D. Enter upon the demised premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions and covenants herein contained.

24. **Default by Landlord.** No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or render Landlord liable for damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay rent) or grant Tenant any right of deduction, abatement, set-off or recoupment or entitle Tenant to take any action whatsoever with regard to the demised premises or Landlord until thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or in the event such default cannot be cured within said thirty (30) day period then within an additional reasonable period of time so long as Landlord has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default. In the event that Landlord fails to cure such default within said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to:

(i) Proceed to cure such default and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding rental installment(s) due by Tenant to Landlord hereunder; or

(ii) Proceed to cure such default and bring suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give the notice required hereinabove to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action, if any, undertaken by such mortgagee as if such curative action had been taken by Landlord.

25. **Waiver of Subrogation.** Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of, the demised premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

26. **Title to Improvements.** Any and all improvements on the demised premises shall become the property of Landlord upon the expiration or termination of this Lease; provided, however: (i) if Tenant is not then in default hereunder, Tenant shall have the right to remove all personal property and trade fixtures owned by Tenant from the demised premises, but Tenant shall be required to repair any damage to the demised premises caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense, and (ii) Landlord may elect to require Tenant to remove all improvements from the demised premises and restore the demised premises to the condition in which the same existed on the date hereof, in which event Tenant shall promptly perform such removal and restoration in a good and workmanlike manner and at Tenant's sole cost and expense.

27. **Mechanics' and Materialmen's Liens.** Tenant agrees to indemnify and hold Landlord harmless of and from all liability arising out of the filing of any mechanics' or materialmen's liens against the demised premises by reason of any act or omission of Tenant or anyone claiming under Tenant, and Landlord, at Landlord's option, may satisfy such liens and collect the amount expended from Tenant together with interest thereon as provided in paragraph 37 as additional rent; provided, however, that Landlord shall not so satisfy such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen (15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the demised premises.

28. **Title.** Tenant accepts the demised premises subject to: (i) the Base Lease; (ii) the Rules and Regulations; (iii) easements and rights-of-way and (iv) zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter promulgated by any governmental authority having jurisdiction over the demised premises.

29. **Quiet Enjoyment and Subordination.** Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the demised premises during the full term of this Lease; provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the demised premises. Landlord further is hereby irrevocably vested with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises; provided, however, any such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and attorn to the purchaser. Tenant also agrees upon demand to execute further instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

30. **Rent on Net Return Basis.** Except for the rental due under the Base Lease during the time that AATI is the Landlord hereunder, it is intended that the rent provided for in this Lease shall be an absolutely net return to Landlord for the term of this Lease, free of any loss, expenses or charges with respect to the demised premises, including, without limitation, maintenance, repairs, replacement, insurance, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

31. **Holding Over.** Should Tenant, or any of Tenant's successors in interest fail to surrender the demised premises, or any part thereof, on the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month only terminable at any time by either Landlord or Tenant after thirty (30) days prior written notice to the other, at a monthly rental equal to two hundred percent (200%) of the rent paid for the last month of the term of this Lease.

32. **Waiver of Default.** No waiver by the parties hereto of any default or breach of the same or any other term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

33. **Release of Landlord Upon Transfer.** All of Landlord's personal liability for the performance of the terms and provisions of this Lease (except for any liability accruing prior to such transfer) shall terminate upon a transfer of the demised premises by Landlord, provided that the obligations of Landlord under this Lease are covenants running with the land and shall be binding upon the transferee of Landlord's interest in this Lease and the demised premises.

34. **Attorneys' Fees.** If, on account of any breach or default by Landlord or Tenant of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, and should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

35. **Financial Information.** Tenant agrees that Tenant will from time to time upon the written request of Landlord during the term of this Lease furnish to Landlord such credit and banking references as Landlord may reasonably request.

36. **Estoppel Certificates.** Tenant agrees that from time to time, upon not less than ten (10) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (if there have been modifications, that this Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. Landlord is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto

D. If requested by Landlord, Tenant will not pay rent for more than one (1) month in advance and that this Lease will not be amended without notice to Landlord's mortgagee and that the same will not be terminated without the same notice required by the Lease to be



furnished to Landlord also being furnished to Landlord's mortgagee and Landlord's mortgagee fails to cure such default within the curative period allowed Landlord under this Lease.

Landlord agrees that from time to time, upon not less than ten (10) days' prior written request by Tenant, Landlord will deliver to Tenant a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications).

B. The dates to which rent and other charges have been paid.

C. Tenant is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

37. Interest on Tenant's Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease remaining unpaid ten (10) days after the due date of the same (if no due date has been established under other provisions hereof, the "due date" shall be the date upon which Landlord demands payment from Tenant in writing) shall bear interest at the rate of ten percent (10%) per annum from and after said tenth (10th) day until paid. If more than twice during the term of the Lease Tenant's personal or corporate check is not paid by the bank on which it is drawn for whatever reason, Landlord may require by giving written notice to Tenant that the payment of all future monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, cashier's check, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice.

38. Independent Contractor. It is understood and agreed that in leasing and operating the demised premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

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

41. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

42. Captions. The captions or headings or paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

43. Successors. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

44. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

LANDLORD:

TENANT:

Addison Airport of Texas, Inc.  
P. O. Box 34067  
Dallas, Texas 75234

Bunnell Properties, Inc.  
14951 Dallas Parkway, Suite 900  
Dallas, Texas 75240

City of Addison, Texas

980-7704

P. O. Box 194

Addison, Texas 75001

46. Fees or Commissions. Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or finders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

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

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of forty-nine (49) paragraphs and Exhibits A through B attached hereto, embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of the change, modification, discharge or abandonment is sought.

EXECUTED as of the day month and year first above written.

\* \* \* \*

The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.

\* \* \* \*

LANDLORD:

ADDISON AIRPORT OF TEXAS, INC.

By: [Signature]

Its: President

CITY OF ADDISON, TEXAS

By: [Signature]

Its: Mayor

TENANT: Bunnell Properties, Inc.

By: [Signature]

Its: President



STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 19 83.

Dorothy L. James  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Julius Redding  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of November, 19 83.



Lucas Sharp  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Bunnell  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 19 83.

Dorothy L. James  
Notary Public  
Dallas  
County, Texas

ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Bunnell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.

D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

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4049187K(176)  
6/9/97

THIS INSTRUMENT OF BEING RE-FILED TO REPLACE A NEW EXHIBIT "C", TO ADD EXHIBIT'S "A" AND "B" AND TO REFLECT ALL CHANGES AS TO EXHIBIT "C"-ATTACHMENT-3.

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

**SETTLEMENT AND FIRST AMENDMENT TO LEASE AGREEMENT 2140412**

Deed 11/03/97 728168 \$27.00

This Settlement and First Amendment to Lease Agreement (the "Agreement") is made and entered into this 22 day of April, 1997 by and between the Town of Addison, Texas (the "City"), Addison Airport of Texas, Inc. ("AATI") (the City and AATI are hereinafter referred to together as the "Landlord"), and Concourse Plaza, Ltd., a Texas limited partnership (the "Tenant").

2470809

Deed 12/22/97 788016 \$89.00

**WHEREAS**, Landlord and Bunnell Properties, Inc., Tenant's predecessor in interest, entered into a Ground Lease dated October 11, 1983 (copy attached as Exhibit A and hereinafter referred to as the "Ground Lease") of certain real property (the "demised premises" as defined and described in the Ground Lease, and herein referred to as the "Original Demised Premises) located within the Addison Airport and adjacent to Keller Springs Road, and

**WHEREAS**, the rights, duties and obligations of Bunnell Properties, Inc. under the Ground Lease were assigned to Tenant by that Assignment of Lease dated December 1, 1983 (copy attached as Exhibit B); and

**WHEREAS**, a portion of the Original Demised Premises is to be taken (the "Part Taken", and being Area B on Attachment ~~B~~ <sup>C</sup> Exhibit C attached hereto and incorporated herein) by the Texas Turnpike Authority for the purpose of constructing a toll tunnel under the Addison Airport in order to connect the eastern and western termini of Keller Springs Road (the "Toll Tunnel Project"); and

**WHEREAS**, as a result of the taking of the Part Taken by the TTA for the Toll Tunnel Project, Landlord and Tenant desire to amend the Ground Lease by amending the description of the Original Demised Premises to provide for a continuation of the Ground Lease; and

**WHEREAS**, Landlord and Tenant acknowledge and agree that in the absence of their cooperation and agreement as set forth herein, the TTA would exercise its power of eminent domain to acquire the Part Taken; and

**WHEREAS**, in order to expedite the Toll Tunnel Project and to avoid the costs, expenses and inconvenience of prosecuting an eminent domain lawsuit, Landlord and Tenant have worked together to reach a full and final agreement and settlement of all issues regarding the interests of Landlord and Tenant in the demised premises and the extent of damages incurred by Tenant as a result of the Toll Tunnel Project, the terms of which agreement and settlement are set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants hereinafter set forth, the benefits flowing to the parties hereto, and other good

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and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Landlord and Tenant contract and agree as follows:

1. **Incorporation of premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
2. **Amendment to Ground Lease.** The Ground Lease is hereby modified and amended as follows:
  - A. **Demised Premises:** Exhibit A to the Ground Lease, being the description of the Original Demised Premises, is amended to read as set forth in Exhibit C (the "Amended Demised Premises") attached hereto and incorporated herein. <sup>\*\*new re-filled Exhibit "C" and as shown on Exhibit "C" - attachment I.</sup>
  - B. Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.
3. **Landscaping.** As a result of the Toll Tunnel Project, a portion of the landscaping along the most northerly property line of the demised premises (and being adjacent to the proposed Keller Springs right-of-way) will be damaged. In conjunction with the construction of the Toll Tunnel Project, the City shall, at its sole cost and expense, replace the damaged landscaping along the Keller Springs right-of-way line to as good a condition as before the construction of the Toll Tunnel Project. Trees that require removal as a result of the Toll Tunnel Project will be replaced with 6-8 inch (measured 4 feet from the ground ) caliper trees of similar type. Upon completion of the Toll Tunnel Project, the City will restore irrigation to cover the entire greenway between the parking lot and the southern curb of Keller Springs.
4. **Curbing and Parking.** City shall add curbs and stripe the parking lot at its sole cost and expense. Tenant shall have the right to approve curbing and striping before it is started, provided such approval shall not be unreasonably withheld. Parking spaces shall be a minimum 9'x18'.
5. **Access.** The City shall not block access to the rear of the building. The Demised Premises will not be used for general access to the Airport during the period that Keller Springs is not usable or during any construction period.
6. **Dumpster.** The City will relocate the dumpster enclosure at its sole cost and expense. Tenant shall have the right to approve the location of the dumpster enclosure. The dumpster enclosure shall be constructed using brick and shall retain its current appearance.

7. **Release; Indemnity.** Tenant does hereby fully and completely compromise, settle, remise, release and forever discharge Landlord of and from any and all claims, actions, causes of action, liability or lawsuit of any kind whatsoever (including any claim, action, cause of action, or lawsuit for any fees, costs or expenses), known or unknown, in law or in equity, which Tenant has or may have against either Landlord relating to, in whole or in part, the value of or damages to the Original Demised Premises, or any part thereof, as a result of the taking of the Part Taken for the Toll Tunnel Project.

Tenant shall indemnify the City and AATI, their officials, officers, employees and agents against, and hold the City and AATI, their officials, officers, employees and agents harmless from, any and all costs, expenses, charges or fees in the event any person ever institutes suit or files a claim against the City or AATI with respect to the value of or damages to the Original Demised Premises, or any part thereof, as a result of the taking of the Part Taken for the Toll Tunnel Project; such indemnification shall include, but is not limited to, the amounts of said claims, and the cost of defending them, including attorneys fees and court costs. The provisions of this Paragraph 7 shall survive the termination of this Agreement.

8. **Landlord Indemnity.** The City shall, at its own cost and expense, defend, indemnify and hold harmless the Tenant, its directors, officers, partners, agents, employees and assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including reasonable attorneys' fees and expenses (including reasonable attorneys' fees and expenses on appeal), or any of them, resulting from the death or injury to persons (including employees of Landlord) or damage to any property, caused by the construction of the Toll Tunnel Project.

Landlord shall, at its own cost and expense, reimburse Tenant for any and all costs and expenses (including property replacements costs) arising from damage to or loss of Tenant's property or third party property at Concourse Plaza caused by the construction of the Toll Tunnel Project.


9. **Miscellaneous.**

- A. ***Governing Law; Venue.*** This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Dallas County, Texas. Venue for any action under this Agreement shall be in Dallas County, Texas.

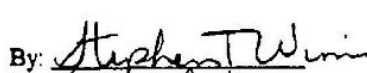
- B. *Legal Construction.* In case any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
- C. *Entire Agreement.* This Settlement Agreement represents the entire and integrated agreement between Landlord and Tenant relative to the Toll Tunnel Project and the damages resulting therefrom and supersedes all prior negotiations, representations and/or agreements, either written or oral.
- D. *Amendment.* This Settlement Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City, AATI and the Grantee.
- F. *Authority to execute.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Settlement Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.


**LANDLORD**  
TOWN OF ADDISON, TEXAS

By:   
Ron Whitehead, City Manager

**TENANT**  
CONCOURSE PLAZA, LTD.

By:   
Its: General Partner

ADDISON AIRPORT OF TEXAS, INC.

By:   
Sam Stuart, President 3/29/97

**EXHIBIT C**

**FIELD NOTE DESCRIPTION  
CONCOURSE PLAZA LAND LEASE  
ADDISON MUNICIPAL AIRPORT**

Being a tract of land situated in the E. Cook Survey, Abstract No. 326, Dallas County, Texas and located on Addison Municipal Airport, Addison, Texas and being more particularly described as follows:

BEGINNING at a point for corner, said point being the intersection of the west right-of-way line of Addison Road and the south right-of-way line of Keller Springs Road as evidenced by a 1/2-inch iron rod;

THENCE departing the west right-of-way line of said Addison Road, a distance of 2.29 feet to a 5/8-inch iron rod found in the south right-of-way of Keller Springs Road and continuing S 69°35'33" W along the south right-of-way of said Keller Springs Road, 108.70 feet for a total distance of 110.99 feet to a point for a corner as evidenced by an "X" in concrete;

THENCE S 64°05'33" W along the south right-of-way of said Keller Springs Road, a distance of 78.03 feet to a point for a corner;

THENCE S 22°07'10" E, a distance of 64.73 feet to a point for a corner;

THENCE S 20°33'10" E, a distance of 43.25 feet to a point for a corner;

THENCE S 13°45'43" E, a distance of 204.27 feet to a point for a corner;

THENCE S 1°20'34" W, a distance of 130.52 feet to a point for a corner;

THENCE N 69°36'51" E, a distance of 145.35 feet to a point for a corner, said point being in the west right-of-way line of said Addison Road and in the east line of Addison Municipal Airport, as evidenced by a 1/2-inch iron rod found;

THENCE N 0°22'50" W along the west right-of-way line of said Addison Road and the east line of Addison Municipal Airport, a distance of 298.44 feet to a point in a curve to the left as evidenced by a 1/2-inch iron rod, said curve to the left having a central angle of 15°17'42", a radius of 788.51 feet and chord bearing distance of N 14°58'43" W, 209.87;

THENCE along said curve to the left of said west right-of-way line and the east line of said Addison Municipal Airport, a distance of 210.49 feet to the POINT OF BEGINNING and containing 78.506 square feet of land.

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EXHIBIT A

97247 03375

83-147-10711-PPS-23-00-CITE 0  
THE STATE OF TEXAS  
COUNTY OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1983, by and between the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport of Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and Turner Property Co., Inc., a Texas Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, AATI has certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to the certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (incorporated as AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. **Base Lease:** All of the terms and conditions of the Base Lease as incorporated into this Lease by reference as if written verbatim herein, and Tenant or Tenant's executor, heirs or assigns shall be entitled to all of the rights, benefits and remedies of that lease under this Lease, and shall perform all of the duties, covenants and obligations of the landlord under this Lease. The City agrees that it will such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI, and all that shall be due under the Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

2. **Definition of Landlord and Effect of Default:** The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that it will such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI, and all that shall be due under the Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. **Term:** This term shall commence on the earlier of October 1, 1988, or the first day of the first calendar month after Tenant completes the construction hereinafter described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end four hundred and sixty (400) months thereafter, provided, however, that any term of the demised premises by Tenant due to the Commencement Date shall be subject to all of the terms and conditions hereof except the rental shall not be true.

4. **Rental:** Subject to adjustment as hereinafter provided, Tenant agrees to pay to Landlord, within a fifteen (15) day period, the demised premises at the rate of SIXTEEN HUNDRED SEVENTY-SIX AND 27/100 PERCENT per month in advance the first of each month, and thereafter on or before the first day of each calendar month thereafter during the term hereof. The amount of the monthly rental shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. **Adjustment of Rental:** Commencing on the second anniversary of the Commencement Date and on every subsequent anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumer's Price Index as issued by the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it stands on the Commencement Date and as it stands on the last day of the calendar month preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the comparisons set forth hereinabove, another index approximating the Price Index as closely as feasible shall be substituted therefor.

6. **Use of Demised Premises and Construction of Improvements:** The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts, aircraft maintenance and repair, aircraft storage, aircraft training, aircraft charter, and aircraft rental, and no other use without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

These improvements consist of a combination office/airplane hangar facility containing approximately 41,600 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction permits to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a fast, clean, workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. **Acceptance of Demised Premises:** Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purposes for which the same are leased in their present condition.

8. **Obtaining Governmental Approvals and Compliance with Law:** Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances or in violation of such laws, ordinances and regulations.

9. **Assignment, Subleasing and Delegation of Leasehold Estate:**

a. Without the prior written consent of Landlord, Tenant may not assign this Lease or any rights of Tenant hereunder (except to a leasehold mortgage as hereinafter provided) or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly prohibited to the terms and provisions of this Lease, including the provisions of paragraph 9 hereof, as to the demised premises in the event of any assignment or subletting. Tenant shall not assign Tenant's rights hereunder or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. In the event of any assignment or subletting, the assignee or sublessee shall be deemed to have assumed the obligations of Tenant under this Lease, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

b. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purchase of building funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises approved from time to time by Landlord in writing. In the event that Tenant hereunder mortgages or does all or part of the leasehold estate of Tenant created hereby, the leasehold mortgage shall in no event become a lien or security interest in the demised premises of Tenant under this Lease until and until said mortgage becomes the lien of the demised premises. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

c. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

d. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

e. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

f. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

g. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

h. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

i. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

j. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

k. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

l. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

m. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

n. Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate, and Tenant shall be relieved of all obligations hereunder in the event of any assignment or subletting or by the death of Landlord's estate.

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C. All mortgages of record of the premises, Tenant mortgages the leasehold estate of Tenant created hereby at the time hereof and the leasehold estate shall be deemed to be a mortgage of record for the purposes of this lease and shall be deemed to be a mortgage of record for the purposes of this lease and shall be deemed to be a mortgage of record for the purposes of this lease...

D. Landlord agrees, if and as long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice to such mortgagee is delivered to Landlord, to give the notice of such leasehold mortgage as such address or addresses as may be specified in such written notice to Landlord for the giving of notice to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgagee to Landlord in writing, written notice of any default hereunder by Tenant, simultaneous with the giving of such notice to Tenant, and the notice of any such leasehold mortgage shall have the effect, for a period of fifteen (15) days after the receipt of such notice or within any longer period of time specified in such notice, to take such action on behalf of Tenant as may be necessary or appropriate to cure any such default as specified. In the event the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this lease without first giving any such leasehold mortgage the notice provided for herein and allowing any such leasehold mortgage the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgage of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will not recognize such mortgage and its successors and assigns after foreclosure, or transfer in law of foreclosure, as Tenant the holder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgage any other documents which such proposed leasehold mortgage may reasonably request concerning the mortgage by Tenant of the leasehold estate created hereby, provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgage.

10. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord a "true and correct" or other written evidence that all such taxes have been paid by Tenant.

11. Maintenance and Repair of Demised Premises:  
A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated on the demised premises in good order, ready for use and use as received.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs thereof expended by Landlord plus interest thereon as provided in paragraph 11 shall be paid by Tenant to Landlord.

12. Alterations, Additions and Improvements: After completion of the improvements specified on page 18, Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install fixtures, built-in machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed in a first class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

13. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(a) Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard fire and theft coverage policies, and against vandalism and malicious mischief, in an amount sufficient to insure Landlord or Tenant from becoming co-insured for the loss under the applicable policies but in any event in an amount not less than eighty percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement cost at the time of such loss, less a deductible, such replacement value shall be determined by a qualified appraiser. A copy of a complete findings shall be submitted to Landlord, and, thereafter, proper adjustment in the limits of insurance coverage shall be effected.

(b) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$100,000.00 with respect to property damage.

(c) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or on the part of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(d) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are liable for bursting, exploding, collapsing, implosion or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(e) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(f) Hazard and liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$100,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(g) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (i) shall be issued by insurance companies acceptable to Landlord, (ii) shall name Landlord as an additional insured or loss payee, as the case may be, and (iii) shall provide for at least ten (10) days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

14. Casualty Damage or Destruction:  
A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient for such purposes as Tenant's sole cost, risk and expense will promptly commence and complete the restoration, repair and replacement of such buildings, structures and equipment as necessary to their value, condition and character immediately prior to such damage and/or destruction with such alterations and additions thereto as may be approved in writing by Landlord (hereinafter sometimes referred to as the "Restoration").

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate delivered by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any fact, or as to any matter therein set forth. Such certificate shall be full warranty, authority and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, shall be used by Landlord to pay the cost of the Restoration and the balance of the proceeds, if any, shall be used by Landlord to pay the cost of the Restoration, including without limitation, adjuster's and attorney's fees and expenses shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or to Landlord if Tenant may draw from time to time as Restoration proceeds to pay the balance of the cost of Restoration, upon a written request of Tenant to Landlord accompanied by a statement of a supervising architect or engineer approved by Landlord, recording in reasonable detail the work not yet done in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a complete set thereof, and that no part of the cost thereof has theretofore been reimbursed, and securing the additional amount, if any, payable thereon by the Restoration adjuster in support of the fact that the balance of the cost thereof has not theretofore been reimbursed.

(ii) For labor or materials or other such items as a direct part of the balance of the amount requested.

(iii) Upon receipt by Landlord of proceeds of the Restoration, the net amount of the net insurance proceeds shall be held by Landlord for the benefit of the Restoration and shall be used by Landlord to pay the cost of the Restoration, including without limitation, adjuster's and attorney's fees and expenses shall be applied as follows:

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14. If the premises are damaged or destroyed by fire, explosion, or other cause, the Tenant shall not be liable for the reconstruction of the premises. The Tenant shall have the right to occupy the premises until the reconstruction is completed. The Tenant shall not be liable for the reconstruction of the premises.

15. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or the whole or a substantial part thereof shall be so acquired or condemned, and after such taking by or under the authority of the condemning authority, the remainder of the demised premises shall not be susceptible to efficient and economic occupation and operation by the Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises, and the Tenant shall be relieved of all obligations hereunder.

16. If at any time during the term hereof, the Tenant shall be required to pay for the reconstruction of the demised premises, the Tenant shall not be liable for the reconstruction of the premises. The Tenant shall not be liable for the reconstruction of the premises.

17. If the Lease is not terminated pursuant to Section 15, the Tenant shall promptly restore the improvements on the demised premises, and the condition proceeds to which Landlord and Tenant are entitled under this Lease, and the Tenant shall be liable for the cost of such restoration. The Tenant shall not be liable for the cost of such restoration.

18. Utilities: Tenant shall be responsible for the cost and expense for obtaining all utility connections at or for the demised premises and for the maintenance of the same during the term hereof. Landlord shall not be liable for the cost of such utility connections or for the maintenance of the same.

19. Common Facilities: Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use the common facilities, improvements, equipment and service, which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of the tenants and customers of the premises, including parking and storage facilities, means of ingress and egress to the demised premises, other airport installations, and other facilities which may be provided without the management of Landlord and may be changed, modified, changed or eliminated from time to time at Landlord's sole discretion.

20. Rules and Regulations: Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations shall be subject to the general conditions and terms of use set forth in the Rules and Regulations. Landlord shall have the right to amend, modify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of securing the safety, welfare and convenience of Landlord, Tenant and all other tenants and customers of the Airport.

21. Signs and Equipment: After first securing Landlord's approval, which shall not be unreasonably withheld, Tenant shall have the right from time to time to install and use signs, notices, communications, advertising, and other equipment and facilities on or about the demised premises that may be reasonably necessary for the operation of Tenant's business.

22. Landlord's Right of Entry: Landlord and Landlord's authorized representatives shall have the right during the normal business hours to enter the demised premises to inspect the general condition and state of repair thereof, (1) to make repairs permitted under the lease, (2) to show the demised premises to prospective tenants or purchasers of the premises, or (3) for any other reasonable and lawful purpose. During the first one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to enter and maintain on or about the demised premises customary signs advertising the demised premises for lease or for sale.

23. Indemnity and Exclusion: A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other person whatsoever for any injury to persons or property or damage to property on or about the demised premises or any adjacent area caused by Landlord or caused by the negligence, misconduct, or willful or wanton act of Landlord, Tenant's employees, agents, servants, customers, invitees, subcontractors, independent contractors or any other person entering the demised premises under express or implied invitation of Landlord, or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder, and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claim arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or property or damage to property resulting from the demised premises being used or repaired or by defect in or failure of equipment, pipes, or wiring, or broken glass or by the power, or ammonia or by fire, explosion, falling plaster or ceiling or by any other reason whatsoever. Landlord shall not be liable to operations in connection with any process, trade or quasi-public work, or of any other persons whatsoever, excepting only such authorized agents and employees of Landlord.

24. Default by Tenant: The following events shall be deemed to be events of default by Tenant under this Lease: A. Failure of Tenant to pay any installment of rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Inability, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations, or abandonment by Tenant of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose stated.

25. Remedies of Landlord: Upon the occurrence of any of the events of default listed in paragraph 24, Landlord shall have the option to terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or damages thereon, enter upon and take possession of the demised premises and take or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for possession or any claim for damages thereon. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to re-let the demised premises on satisfactory terms or otherwise.

26. Termination of Lease: If Tenant fails to so surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or damages thereon, enter upon and take possession of the demised premises and take or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for possession or any claim for damages thereon. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to re-let the demised premises on satisfactory terms or otherwise.

27. Entry upon and take possession of the demised premises without terminating this Lease and without being liable for possession of the demised premises or damages thereon, and to take possession of the demised premises and to take or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for possession or any claim for damages thereon. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to re-let the demised premises on satisfactory terms or otherwise.

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...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

21. Liability for Damages. The Tenant shall be liable for any damage to the premises...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

22. Default by Landlord. In the event of a default by the Landlord...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

23. Waiver of Subrogation. Each party shall waive any and all rights...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

24. Remedies. In the event of a default by the Tenant...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

25. Remedies. In the event of a default by the Landlord...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

26. Remedies. In the event of a default by the Tenant...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

27. Remedies. In the event of a default by the Landlord...  
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28. Remedies. In the event of a default by the Tenant...  
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29. Remedies. In the event of a default by the Landlord...  
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30. Remedies. In the event of a default by the Tenant...  
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31. Remedies. In the event of a default by the Landlord...  
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32. Remedies. In the event of a default by the Tenant...  
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33. Remedies. In the event of a default by the Landlord...  
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34. Remedies. In the event of a default by the Tenant...  
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35. Remedies. In the event of a default by the Landlord...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

36. Remedies. In the event of a default by the Tenant...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

37. Remedies. In the event of a default by the Landlord...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

38. Remedies. In the event of a default by the Tenant...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

39. Remedies. In the event of a default by the Landlord...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

40. Remedies. In the event of a default by the Tenant...  
...of the premises... shall be the responsibility of the Tenant... in determining the amount of such...

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to the date of the last day of the term of this lease, and the Tenant shall be liable to cure such default within the time specified in the preceding section.

37. Interest on Tenant Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease shall be due on the date of the due date of the same (or due date, if not so specified) under the provisions hereof, the due date shall be the day on which Landlord is to receive payment from Tenant, and interest shall be at the rate of ten percent (10%) per annum from and after said term (10% per annum) if more than five days during the term of the Lease for such obligation. Tenant shall check or cash the bank on which it is a bank or other financial institution, and may require by giving written notice to Tenant that the payment of such monetary obligations on the part of the Tenant be made on or before the due date by cash, cashier's check, certified check or money order, and the delivery of the same or corporate check will no longer constitute payment of such monetary obligations. Any advance by Landlord of a portion of corporate checks after such notice shall not be deemed or construed as a waiver of the right of Landlord to require other payments as required and notice.

38. Independent Contractor. It is understood and agreed that in leasing and operating the premises hereunder, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, riot, outbreak of war, labor restriction by any governmental authority, curfew, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

40. Exhibits A through E, amendments, and other documents and documents referred to herein shall be considered a part hereof for all purposes in the same force and effect as if specifically set forth herein.

41. Use of Landlord. Landlord may, in its discretion, use the premises for any purpose and may, in its discretion, include any other person, and holds in the right of Landlord to include the same, in the premises hereunder.

42. Captions. The captions, headings or paragraphs of this Lease are inserted for convenience only, and shall not be construed in controlling the provisions hereof in any case.

43. Successors. The terms, conditions and covenants contained in this Lease shall apply to the successors of, and be binding upon the Tenant and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All the covenants, conditions and terms of this Lease, including, but not limited to any notice required or permitted to be delivered by or to the Tenant or Landlord, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

44. Severability. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected hereby.

45. Notices. Any notice or document required to be delivered hereunder shall be deemed to be delivered in person shall be deemed to be delivered, whether actually received or not, after it is placed in the United States Postal Service, registered or certified mail, return receipt requested, addressed to the parties at the address indicated hereon or at such other address as may from time to time be specified by written notice delivered in accordance herewith.

46. Fees or Commissions. Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or lenders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

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

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning the Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of the entire text of the Lease and Exhibits A through E attached hereto, embodies the entire agreement between Landlord and Tenant and supercedes all other agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereto shall be effective to change, modify, discharge or alter in any manner the Lease, in whole or in part, unless such agreement is in writing and agreed to in behalf of the party against whom enforcement of the change, modification or discharge or attachment is sought.

50. EXECUTED AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

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The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.

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ADDENDUM

ADDISON AIRPORT OF TEXAS, INC.

P. O. Box 13097  
Dallas, Texas 75214

City of Addison, Texas

P. O. Box 134

Addison, Texas 75001

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ADDISON AIRPORT OF TEXAS, INC.

By: [Signature] 7/4/13

By: [Signature] 8/3/12

By: [Signature] 8/3/12

By: [Signature] 8/3/12

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By: [Signature] 8/3/12

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By: [Signature] 8/3/12

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By: [Signature] 8/3/12

By: [Signature] 8/3/12

By: [Signature] 8/3/12

By: [Signature] 8/3/12



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of October, 1953

Samuel J. James  
Notary Public  
Dallas  
County, Texas



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy Reddin  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of November, 1953

Henry Sharp  
Notary Public  
Dallas  
County, Texas



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Russell  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of October, 1953

Samuel J. James  
Notary Public  
Dallas  
County, Texas



33252 7444

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ADDENDUM TO GROUND LEASE,  
dated October 11, 1981,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Sennell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced lease for all purposes. In the event of conflict or inconsistency between the printed portion of this lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the desired premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the desired premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the desired premises.

D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the desired premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

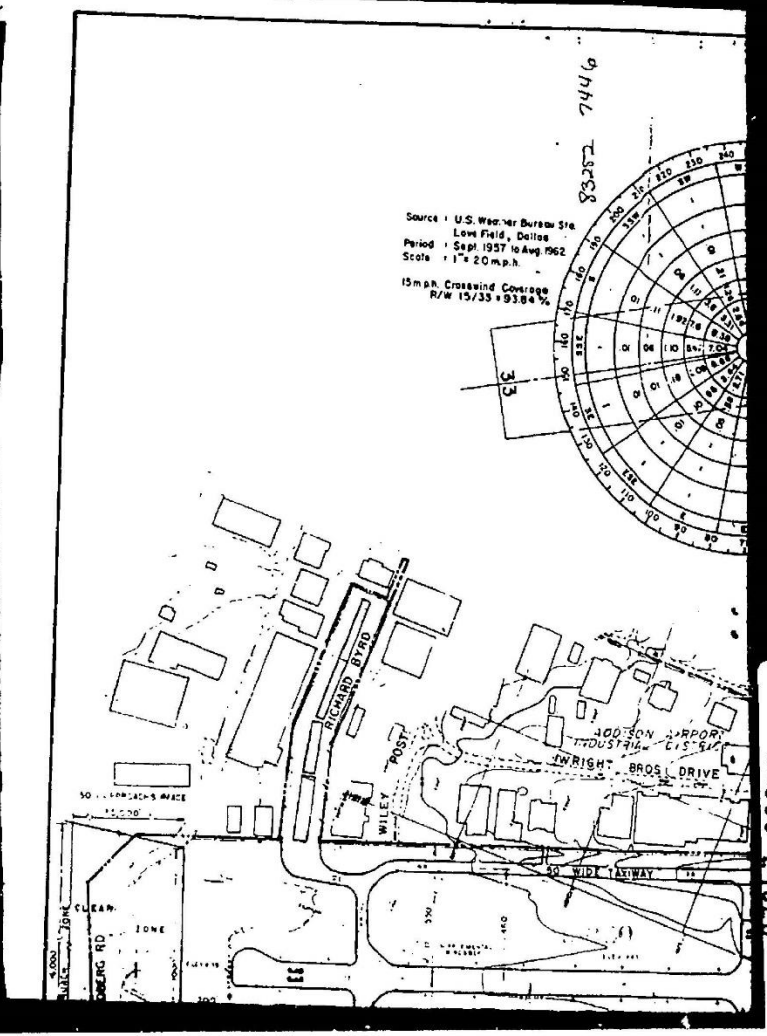
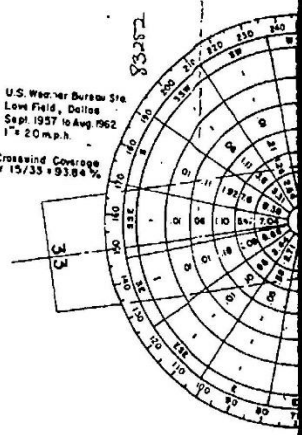
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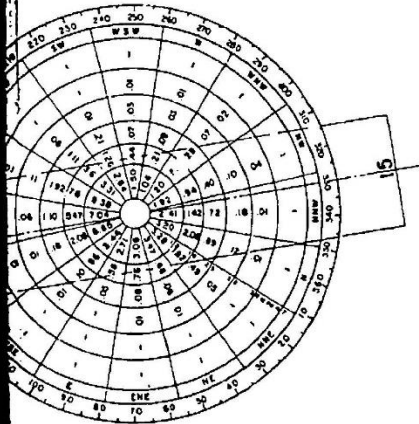
97247 03382

*ATS* 10039

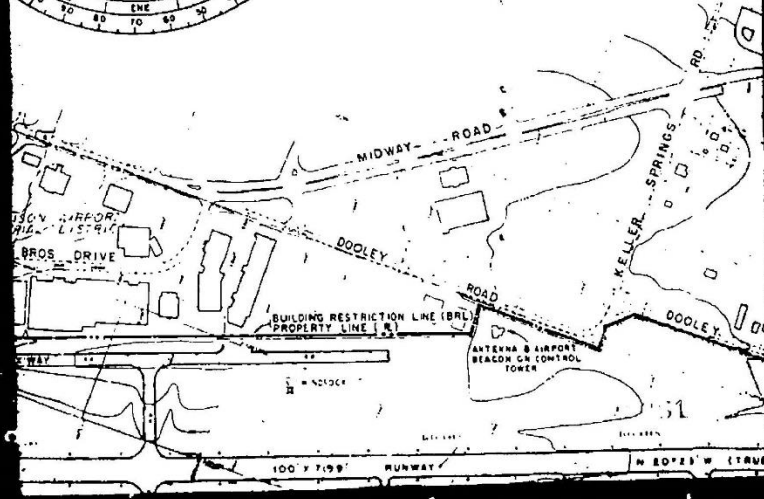
Source : U.S. Weather Bureau Sta  
Low Field, Dallas  
Period : Sept. 1937 to Aug. 1962  
Scale : 1" = 20 m.p.h.  
15 m.p.h. Crosswind Coverage  
R/W 15/33 = 93.84 %



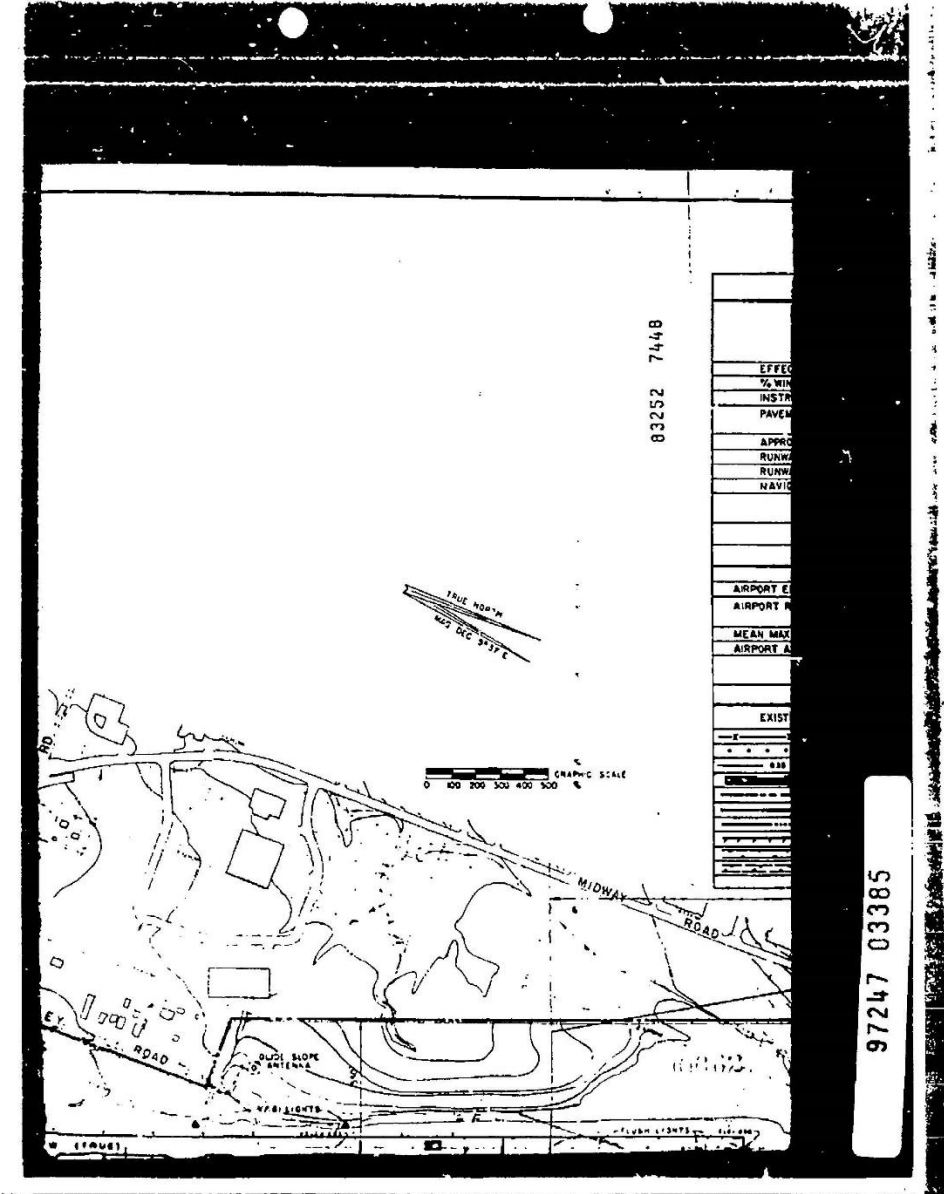
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EFFEC
% MIN
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RUNW
NAVIG
AIRPORT E
AIRPORT R
MEAN MAX
AIRPORT A
EXIST

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ET. B

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**BASIC RUNWAY DATA TABLE**

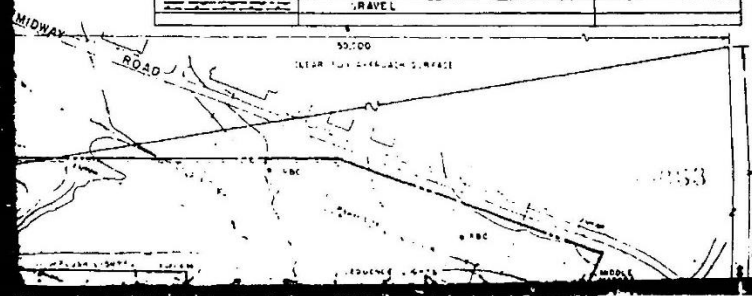
	RUNWAY 15/33	
	EXISTING	ULTIMATE
EFFECTIVE GRAD. ENTIRE %	0.03	SAME
% WIND COVERAGE	93.84	SAME
INSTRUMENT RUNWAY	YES	YES
PAVEMENT STRENGTH	BOS. 1000 16007	SAME
APPROACH SURFACE	50:1 BOTH	SAME
RUNWAY LIGHTING	MIRL	SAME
RUNWAY MARKINGS	ALL WEATHER	SAME
NAVIGATIONAL AIDS	ILS	SAME

**BASIC AIRPORT DATA TABLE**

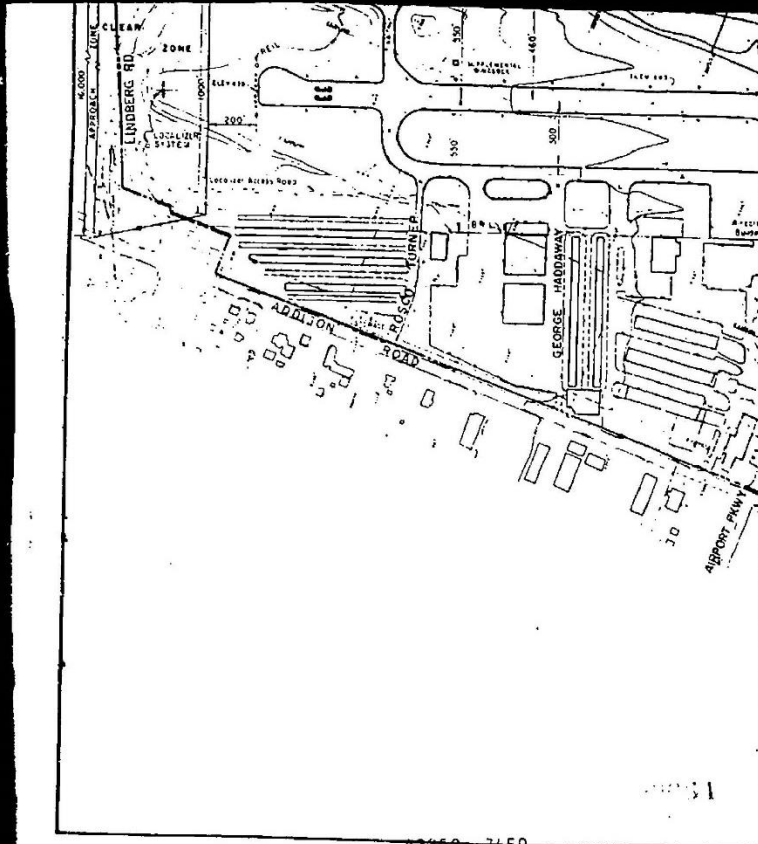
	EXISTING	ULTIMATE
AIRPORT ELEVATION - M.S.L.	643.00	
AIRPORT REFERENCE POINT (AR) COORDINATES	LAT 32° 58' 10.565" LNG 96° 50' 08.482"	SAME
MEAN MAX TEMP. OF HOTTEST MONTH	96.1° F	SAME
AIRPORT AND TERMINAL NAVIGATIONAL AIDS	ILS	SAME

**LEGEND**

EXISTING		
[Symbol]	FENCE	
[Symbol]	RUNWAY LIGHTS	
[Symbol]	GROUND CONTOURS	
[Symbol]	BUILDINGS PERTAINING TO AIRPORT	[Symbol]
[Symbol]	EXISTING PROPERTY LINE	
[Symbol]	PROPERTY ACQUIRED THIS PROJECT	
[Symbol]	BUILDING RESTRICTION LINE (BRL)	
[Symbol]	EASEMENTS	
[Symbol]	ASPHALT PAVEMENT	
[Symbol]	GRAVEL	

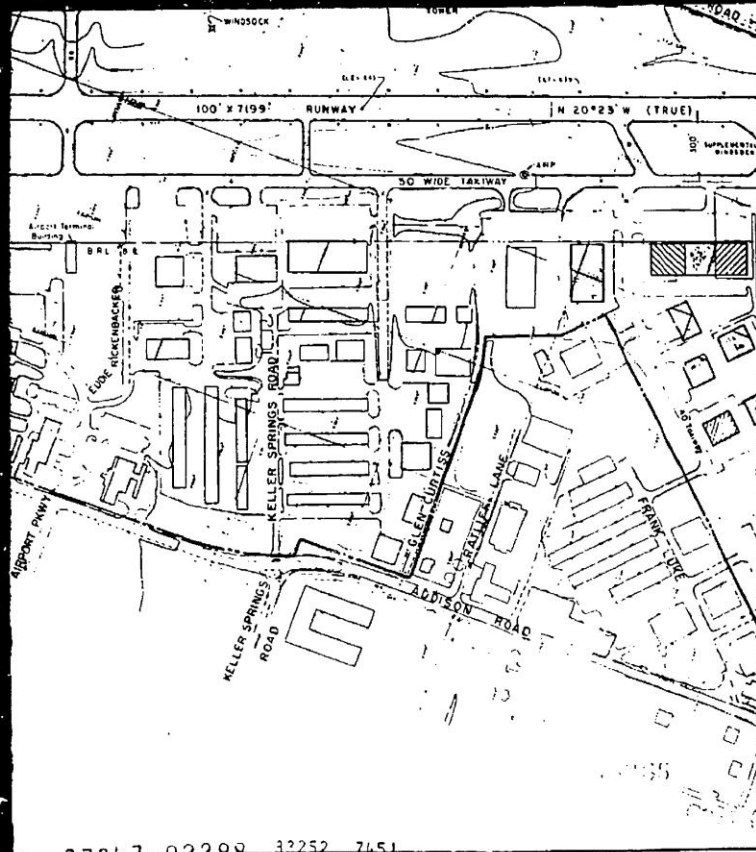


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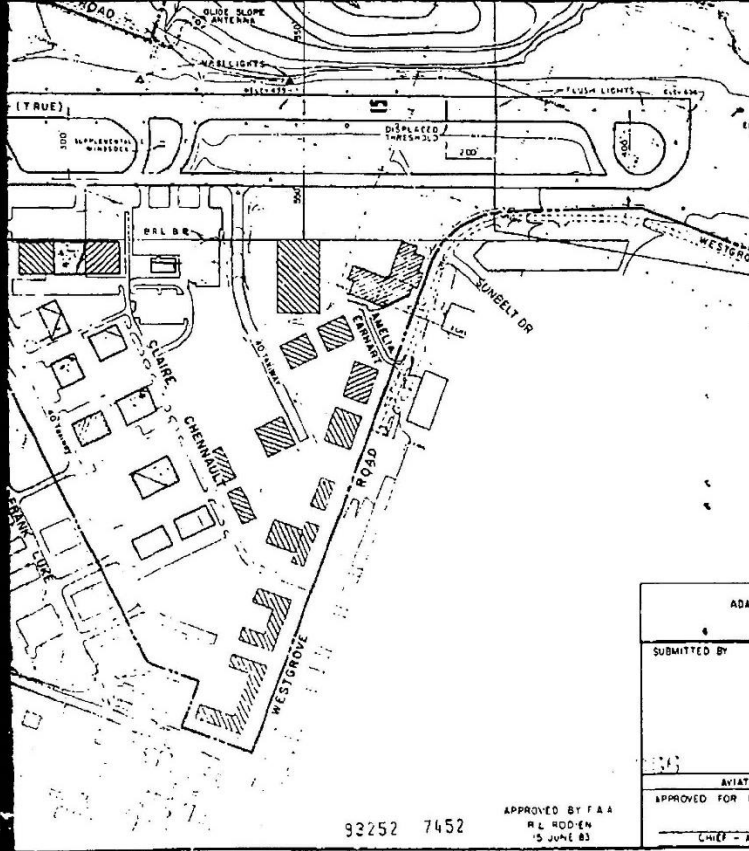
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97247 03388 32252 7451



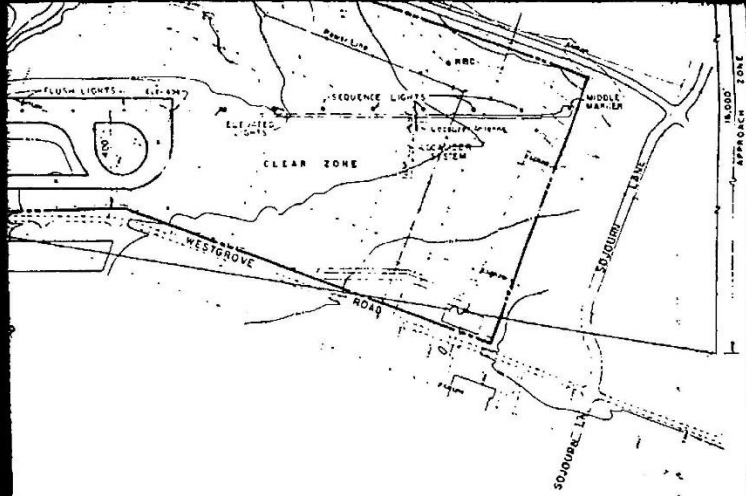


93252 7452

APPROVED BY F.A.A.  
R.L. HODGEN  
15 JUNE 63

ADAP
SUBMITTED BY
APPROVED FOR F
CHIEF - AIR

97247 03389



ADAP Project No.					
SUBMITTED BY		DATE	ADDISON MUNICIPAL AIRPORT <b>AIRPORT LAYOUT PLAN</b> ADDISON, TEXAS <b>GINN, INC.</b> Consulting Engineers Dallas, Texas		
AVIATION DIRECTOR		DESIGNED	DATE	TRACED	DATE
APPROVED FOR F.A.A.		DRAWN	DATE	CHECKED	DATE
CHECKED BY F.A.A. L. RODEN 15 JUNE 63 CHIEF - AIRPORTS BRANCH		302521 11/1/63	FILE NO.	SCALE 1" = 300'	SHEET 1 of 1

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EXHIBIT A  
REAL PROPERTY DESCRIPTION

SITUATED in Dallas County, Texas, and BEING a tract of land situated in the E. COOK SURVEY, ABSTRACT 326, and located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of Airport Parkway and the West right-of-way of Addison Road;

THENCE, North 00°22'50" West, along said West right-of-way a distance of 358.67 feet to the POINT OF BEGINNING;

THENCE, South 89°37'10" West, a distance of 145.27 feet;

THENCE, North 1°45'47" East, a distance of 169.44 feet;

THENCE, North 0°38'48" West, a distance of 136.86 feet;

THENCE, North 20°14'53" West, a distance of 180.00 feet;

THENCE, North 71°51'57" East, a distance of 147.04 feet to a point on a curve to the right, said curve having a central angle of 16°46'21", a radius of 788.51 feet and a chord bearing South 45°41'02" East, 230 feet;

THENCE, along an arc length of 230.82 feet to a point;

THENCE, South 0°22'50" East, along the West right-of-way of Addison Road, a distance of 298.48 feet to the POINT OF BEGINNING, containing 1.661 acres (72,348.19 square feet) of land, more or less.

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FILED FOR RECORD  
THU 29<sup>th</sup> Dec 1953  
1953 at 3:51 P.M.  
Earl D. Smith, County Clerk  
DeKalb County, Tenn  
*Richard L. McVicker*

CHICAGO TITLE INSURANCE COMPANY  
3000 NORTH LAUREL STREET  
CHICAGO, ILL. 60641  
*[Signature]*

STATE OF TENNESSEE  
I hereby certify that the foregoing was filed on this  
date and that it complies with the provisions of the law  
pertaining to the return of the title of the record books  
of DeKalb County, Tenn. on this 29th day of December, 1953.

DEC 29 1953  
*Earl D. Smith*  
COUNTY CLERK, DeKalb County, Tenn.

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EXHIBIT B

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83-145-10911-FF211-00 (2) CTIC

ASSIGNMENT OF LEASE

1980 0 21.00 DECD  
2 12/30/83

THIS AGREEMENT is made as of this the 1st day of December, 1983, at Addison, Texas, between BUNNELL PROPERTIES, INC., a Texas corporation, hereinafter called "Assignor", and CONCOURSE PLAZA, LTD., a Texas limited partnership, hereinafter called "Assignee".

WHEREAS, a lease executed on October 11, 1983, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor, and the Assignor, as the Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Assignor as Lessee upon the terms and conditions provided therein; and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee, and the Assignee desires to accept an assignment thereof;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the Lease hereinbefore described, a copy of which is attached hereto as Exhibit "A", and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said Lease when due and payable.

This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

Grantee:

Suite 900  
First Texas Tower  
14951 Dallas Parkway  
Dallas, TX 75240

10000

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12-29-83

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EXECUTED as of the day and year first above written.

ASSIGNOR:  
Bunnett Properties, Inc.

By: *Samuel H. Bunnett*

ASSIGNEE:  
Concourse Plaza, Ltd.

By: Bunnett Properties, Inc., Managing  
General Partner

By: *Samuel H. Bunnett*

CONSENT OF LESSOR

The undersigned is the Lessor under the Lease described in the foregoing Assignment and hereby consents to the assignment of the Lease to the Assignee, waiving none of their rights thereunder as to the Lessor or the Assignee.

LESSOR:  
CITY OF ADDISON

By: *[Signature]*

ADDISON AIRPORT OF TEXAS, INC.

By: *[Signature]*

10-27-71

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STATE OF TEXAS §  
COUNTY OF DALLAS §

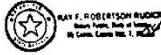
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27<sup>th</sup> day of December, 1983.

*Kay P. Robertson-Rudick*  
Notary Public

My Commission Expires:

3-7-84



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, as managing general partner of Concourse Plaza, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27<sup>th</sup> day of December, 1983.

*Kay P. Robertson-Rudick*  
Notary Public

My Commission Expires:

3-7-84

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10 YEAR  
OF DALLAS GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1961, between the City of Addison, Texas, a municipal corporation (hereinafter referred to as the "City"), Addison Airport of Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATP") and Bunwell Properties, Inc., a Texas Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

That AATP has certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to the certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor of AATP), and that AATP, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being defined as set forth in Exhibit B.

Whereas, the City and AATP hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATP, upon the terms and conditions set forth herein,

NOW, THEREFORE, ALL MEN BY THESE PRESENTS:

1. **Base Lease.** All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written herein, and Tenant, by Tenant's execution hereof, acknowledges that AATP has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply with all the terms and conditions of the Base Lease insofar as the same relate to the demised premises and to the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATP.

2. **Definition of Landlord and Effect of Default under the Base Lease.** The term "Landlord" as hereinafter used in this Lease shall mean either the City or the City's successor in interest in the demised premises. AATP shall be deemed to hold the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under the Lease. Upon the expiration or termination of the Base Lease, the City shall be deemed to hold all the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City or the City's successor in interest as the City or its successors in interest in writing, Tenant is fully authorized to make all payments due under this Lease to AATP, and the City or its successors in writing, under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. **Term.** The term hereof shall commence on the 1st day of October, 1961, or the last day of the first calendar month after Tenant completes the construction hereof (hereinafter described and defined) on the demised premises (the "Commencement Date") and shall terminate on the 1st day of the first calendar month after the expiration of the term hereof, provided, however, that any year, upon the demised premises by Tenant prior to the Commencement Date shall be subject to all the terms and conditions hereof except that rental shall not accrue.

4. **Rental.** Subject to adjustment as hereinafter provided, Tenant agrees to pay to Landlord, without offset or deduction, rent for the demised premises at the rate of SIXTEEN HUNDRED SEVENTY-SIX AND 07/100 per month in advance, and payable on or before the first day of each calendar month thereafter during the term hereof.

5. **Adjustment of Rental.** Commencing on the second anniversary of the Commencement Date and on every of annual anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under this Lease shall be adjusted as follows:

(i) A comparison shall be made between the Consumer Price Index-All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as published on the Commencement Date and as it exists on the first day of the Adjustment Date preceding the then applicable Adjustment Date.

(ii) The monthly rental for the 12 month period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental be decreased below the monthly rental as set forth in Paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, and the index determining the Price Index as closely as feasible shall be substituted herefor.

6. **Use of Demised Premises and Construction of Improvements.** The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts, aircraft maintenance and repair, aircraft storage, aircraft training, aircraft charter, and a retail terminal, and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant agrees to construct upon the demised premises the improvements depicted in the plans and specifications.

These improvements consist of a combination office/airplane hangar facility containing approximately 42,000 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction prints to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be performed in accordance with such plans and specifications, and such construction shall be performed in a first class workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. **Acceptance of Demised Premises.** Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. **Securing Governmental Approvals and Compliance with Law.** Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, as at Tenant's sole cost and expense.

9. **Assignment, Subletting and Mortgaging of Leasehold Estate.**

A. Without the prior written consent of Landlord, Tenant may not assign, sublet, lease or any rights of Tenant hereunder, or grant to a lessor or mortgage as he may hereafter be entitled to, or subject the whole or any part of the demised premises. Any assignment or subletting of the demised premises shall be subject to the terms and provisions of this Lease, including the provisions of Paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall be deemed to have assigned or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease, and to assume and discharge all obligations and liabilities of Tenant under this Lease, and to indemnify and hold Tenant harmless from and against any and all claims, damages, losses and expenses which may be incurred by Landlord as a result of such assignment or subletting, in addition to any other remedies available to Landlord by law. Any assignment or subletting of the demised premises shall be void and of no effect unless and until the demised premises are assigned or sublet in accordance with the provisions of this paragraph.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining the funds necessary for the construction of the improvements described in the plans and specifications upon the demised premises approved hereunder. In the event of any mortgage loan, the mortgagee shall have the right to exercise its remedies in connection with the demised premises, and the mortgagor shall be deemed to have assigned or sublet the demised premises to the mortgagee, and to assume and discharge all obligations and liabilities of Tenant under this Lease, and to indemnify and hold Tenant harmless from and against any and all claims, damages, losses and expenses which may be incurred by Landlord as a result of such assignment or subletting, in addition to any other remedies available to Landlord by law.

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C. As a condition of the lease, the Tenant agrees that the leasehold estate of Tenant created hereby shall contain provisions which shall require the Tenant to give Landlord (in writing) 30 days advance notice prior to recording the case of Tenant's such mortgage and/or financing instruments under the mortgage or credit of trust, and financing Landlord during such period 30 days notice period to give Tenant a default and prevent the acceleration and foreclosure proceedings, and the state of all liens upon to assume Tenant's position under said mortgage or credit of trust.

D. Landlord agrees in accordance with the leasehold estate of Tenant as contemplated by a mortgage and/or financing instrument to such effect has been given to Landlord, to give the notice of such leasehold mortgage or financing instrument as may be required by the leasehold mortgage to Landlord in writing, within notice of any default hereunder by Tenant, a multi-tenancy with the giving of such notice to Tenant, and the notice of any such leasehold mortgage shall be the most, for a period of fifteen (15) days after the date of such notice or within any longer period as specified in such notice, to take such action or make payment as may be necessary or appropriate to carry out the mortgage as specified, taking the attention of the state of all liens upon Landlord's right to terminate the lease without loss, giving any such leasehold mortgage the notice provided for herein and attesting any such leasehold mortgage the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgage of Tenant's "Non-Disturbance Agreement" when Landlord agrees that Landlord will recognize such mortgage and its successors and assigns after foreclosure, or transfer in law or otherwise, as Tenant hereunder, and to continue to perform all of Landlord's obligations hereunder so long as such mortgage or its successors and assigns perform all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgage or other documents which such proposed leasehold mortgage may reasonably request concerning the mortgage by Tenant of the leasehold estate created hereby, provided, however, that Landlord shall not be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgage.

F. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord's "good receipt" or other written evidence that all such taxes have been paid by Tenant.

12. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration of the term of this lease, deliver to the demised premises clean and free of trash and in good repair and condition, in all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right but not the obligation to cause all repairs or other maintenance to be made and the reasonable cost thereof expended by Landlord plus interest thereon as provided in paragraph 27 shall be paid by Tenant on demand.

13. Alterations, Additions and Improvements: After completion of the improvements described in paragraph 8, Tenant shall not create any openings in the roof or exterior walls or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect, install, alter, use, maintain, or condition heating equipment and fixtures thereon, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

Alterations, additions and improvements in and to the demised premises shall be performed in a first class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

14. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning and other risks from time to time included under standard fire coverage policies, and against vandalism and malicious mischief, in an amount sufficient to prevent Landlord or Tenant from becoming co-insured of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full replacement cost of the demised premises. The term "full replacement cost" as used and defined in actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser. A copy of a policy of insurance shall be submitted to Landlord, and, therefore, proper endorsement in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than \$500,000 with respect to any one person, \$1,000,000 with respect to any one accident and not less than \$200,000 with respect to property damage.

(iii) Workmen's compensation insurance covering all operations employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, exploding, collapsing, impeding or exploding in the minimum amount of \$100,000 for damage to property resulting from such events.

(v) Such other insurance on improvements in such amounts and against such other insurable risks which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Marine cargo liability insurance providing for coverage in the following limits: \$200,000 per acre and \$100,000 per occurrence on property damage to aircraft in the case of casualty or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

Any such policies of insurance to be issued by insurance companies acceptable to Landlord. (ix) Tenant shall name Landlord as an additional insured on each policy, and (x) Tenant shall provide for at least 30 days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

15. Casualty Damage or Destruction:

A. In case of any casualty or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

C. An insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate received by Landlord to be genuine and to have been executed by the proper party and shall have no such certificate as conclusive evidence of any fact or as to the matter thereon set forth. Such certificate shall be full, accurate, truthful and protected to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 15.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, less the costs and expenses incurred by Landlord and Tenant in the collection thereof, including without limitation, attorney's fees and expenses shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or if Tenant may elect from time to time as Retention proceeds to be set up for the use of Tenant (or the use of Retention, upon written request of Tenant) Landlord shall be required to (a) certificate of a superior architect or engineer approved by Landlord describing in reasonable detail the work and material in question and (b) the cost of the work and material as necessary or appropriate to the Retention and construction a complete cost report and that the cost thereof has been determined and specifying the additional amount if any necessary to complete the Retention, and the amount of such certificate shall be paid to Landlord within thirty (30) days of the date of the completion of the Retention and the amount of such certificate shall be paid to Landlord within thirty (30) days of the date of the completion of the Retention.

(ii) If the net insurance proceeds as above defined are not required to be retained by the Retention, then the net insurance proceeds shall be paid to Landlord within thirty (30) days of the date of the completion of the Retention and the amount of such certificate shall be paid to Landlord within thirty (30) days of the date of the completion of the Retention.

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36. The Tenant shall be obligated to provide all utility services and payments for such services in accordance with the applicable laws and ordinances. The Tenant shall be obligated to provide all utility services and payments for such services in accordance with the applicable laws and ordinances.

37. Interest on Tenant's Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease shall be due and payable on the date specified in the due date schedule attached as Exhibit C. If the due date has been established under other provisions hereto, the due date shall be the date when the Tenant is required to make any payment of the amount of the due date.

38. Late Payment. The Tenant shall be liable for late payment of any amount due to Landlord under this Lease. The late payment fee shall be the amount of the due amount multiplied by the percentage specified in the schedule attached as Exhibit D. The late payment fee shall be due and payable on the date when the amount due to Landlord is first due. The late payment fee shall be due and payable on the date when the amount due to Landlord is first due.

39. Force Majeure. In the event of a natural disaster, fire, flood, or other event which renders the premises unusable for a period of 30 days or more, the obligations of Tenant under this Lease shall be suspended for such period. If the suspension of the obligations of Tenant under this Lease extends for a period of 90 days or more, the Lease shall be terminated.

40. Exhibit A, B, C, D, and E. All exhibits attached to this Lease shall be considered a part hereof to all intents and purposes as if they were an integral part hereof.

41. Use of Language. Any language contained in this Lease shall be held and construed to include any other gender and words in the singular shall be held and construed to include the plural, unless the context otherwise requires.

42. Construction. The language contained in this Lease shall be construed to give the greatest effect to the language contained in the Lease and to avoid any ambiguity or uncertainty.

43. Succession. This Lease and the covenants contained herein shall apply to the heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

44. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices. Any notice required by this Lease shall be given by the Tenant to the Landlord at the address specified in the schedule attached as Exhibit F. If the Landlord changes the address specified in the schedule attached as Exhibit F, the Landlord shall notify the Tenant in writing.

LANDLORD

TELANET

Attention: Agent of Telex Inc.  
P.O. Box 31267  
Dallas, Texas 75234  
City of Addison, Texas  
P.O. Box 188  
Addison, Texas 75001

Bunnett Properties, Inc.  
14951 Dallas Parkway, Suite 900  
Dallas, Texas 75240  
980-7704

46. Fees or Commissions. Each party hereto hereby consents and agrees with the other that such party shall be solely responsible for the payment of any broker's, agent's or finder's fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and conditions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

47. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute the entire agreement between the parties.

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and all disputes concerning this Lease or any of the transactions contemplated herein shall be in the sole and exclusive jurisdiction of the courts in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of the full text of this Lease and Exhibits A through F, attached hereto, embodies the entire agreement between Landlord and Tenant and all oral agreements and understandings, whether written or oral, and all amendments, modifications and supplements hereto, and all oral agreements and understandings, whether written or oral, and all amendments, modifications and supplements hereto, and all oral agreements and understandings, whether written or oral, and all amendments, modifications and supplements hereto.

50. Assignment and Subletting. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

51. Execution. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

52. Signature. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

53. Witness. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

54. Counterpart. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

55. Entire Agreement. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

56. Counterpart. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

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89. Counterpart. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

90. Counterpart. This Lease shall be binding upon the Tenant and its heirs, successors, assigns, and all persons claiming under the Tenant, whether or not such persons are named herein.

97247 03401

The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes

LANDLORD

ADDISON BRANCH OF TELANET

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

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By: [Signature]

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City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

By: [Signature]

Printed Name: [Name]

City of Addison, Texas

92252 7482

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of October, 1954

Rosely P. Jarnal  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Walter Padden  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of November, 1953



Walter Padden  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Burnett  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of October, 1953

Rosely P. Jarnal  
Notary Public  
Dallas  
County, Texas

97247 03402

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ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Sennell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are economically related (hereinafter referred to as "preferred tenants") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.

D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

18245

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*ETS*  
83252 7465

CHICAGO TITLE INSURANCE COMPANY  
12750 LAUREL DRIVE  
SUITE 102  
DALLAS, TEXAS 75251

STATE OF TEXAS COUNTY CLERK, DALLAS  
I, \_\_\_\_\_, County Clerk for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the records of Dallas County, Texas as required by law.

DEC 30 1983

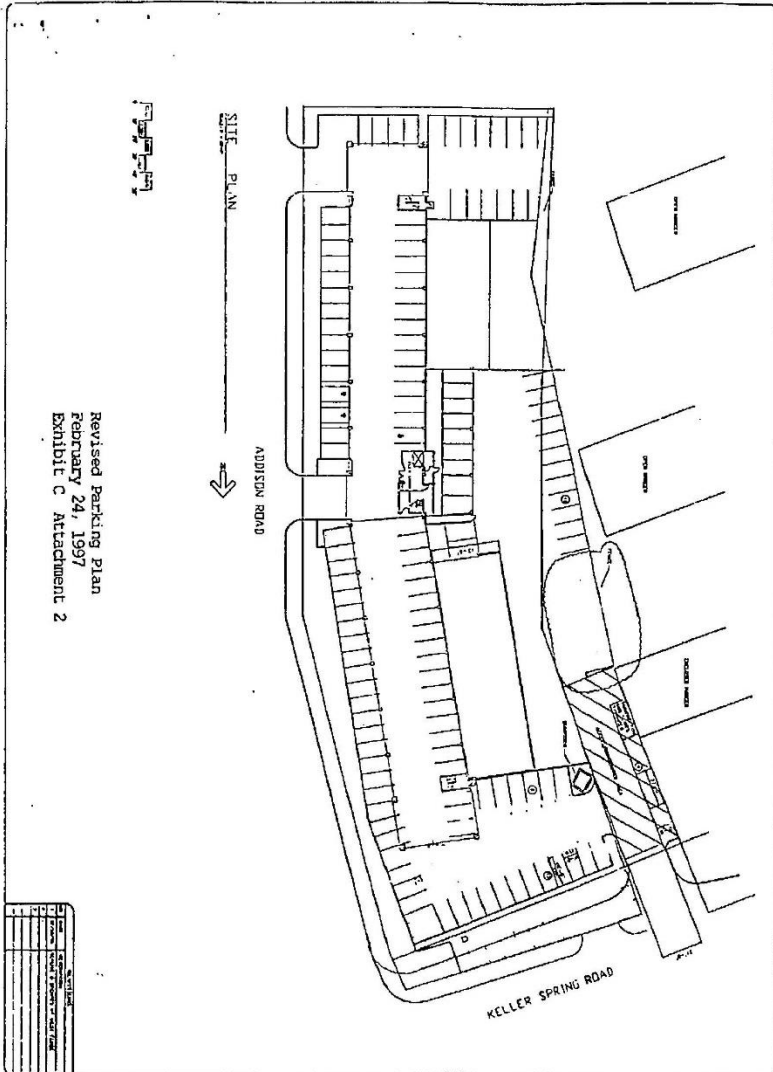
*Car Bunch*  
COUNTY CLERK, Dallas County, Texas

88 : 0 14 22 330 88.

93252 7466

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Revised Parking Plan  
 February 24, 1997  
 Exhibit C Attachment 2

NO.	DATE	BY	DESCRIPTION
1	11/11/96	DJ	PRELIMINARY
2	12/11/96	DJ	REVISED
3	01/11/97	DJ	REVISED
4	02/11/97	DJ	REVISED

PROJECT NUMBER  
**PSP-1**

**CONCOURSE PLAZA**  
 16051 ADDISON ROAD  
 DALLAS, TEXAS 75248

DANNY J. ISH - ARCHITECT & PLANNER  
 16991 ABERNETHY ROAD, SUITE 300  
 DALLAS, TEXAS 75248-1172 PHONE 972-4178

97214 02296 97247 03405

**FIELD NOTE DESCRIPTION  
CONCOURSE PLAZA LAND LEASE  
ADDISON MUNICIPAL AIRPORT**

BEING a tract of land situated in the E. Cook Survey, Abstract No. 518, Dallas County, Texas and located at Addison Municipal Airport, Addison, Texas and being more particularly described as follows:

BEGINNING at a point for a corner, said point being the intersection of the west right-of-way line of Addison Road and the south right-of-way line of Keller Springs Road as evidenced by a 1/2-inch iron rod;

THENCE departing the west right-of-way line of said Addison Road, a distance of 8.29 feet to a 5/8-inch iron rod found in the south right-of-way of Keller Springs Road and continuing S 87°13.3' W along the south right-of-way of said Keller Springs Road, 106.70 feet for a total distance of 110.99 feet to a point for a corner as evidenced by an "I" in concrete;

THENCE S 84°03.12' W, along the south right-of-way of said Keller Springs Road, a distance of 78.03 feet to a point for a corner;

THENCE S 27°01'10" E, a distance of 81.73 feet to a point for a corner;

THENCE S 20°32'10" E, a distance of 43.23 feet to a point for a corner;

THENCE S 12°45'45" E, a distance of 204.27 feet to a point for a corner;

THENCE S 17°03'14" W, a distance of 130.32 feet to a point for a corner;

THENCE N 89°34.33' E, a distance of 143.35 feet to a point for a corner, said point being in the west right-of-way line of said Addison Road and in the west line of Addison Municipal Airport, as evidenced by a 1/2-inch iron rod found;

THENCE N 87°23'50" W, along the west right-of-way line of said Addison Road and the west line of Addison Municipal Airport, a distance of 238.44 feet to a point in a curve to the left as evidenced by a 1/2-inch iron rod, said curve to the left having a central angle of 151°14', a radius of 788.51 feet and chord bearing, distance of N 14°58.41' W, 209.82;

THENCE along said curve to the left of said west right-of-way line and the west line of said Addison Municipal Airport, a distance of 218.48 feet to the POINT OF BEGINNING and containing 78,506 square feet of land.

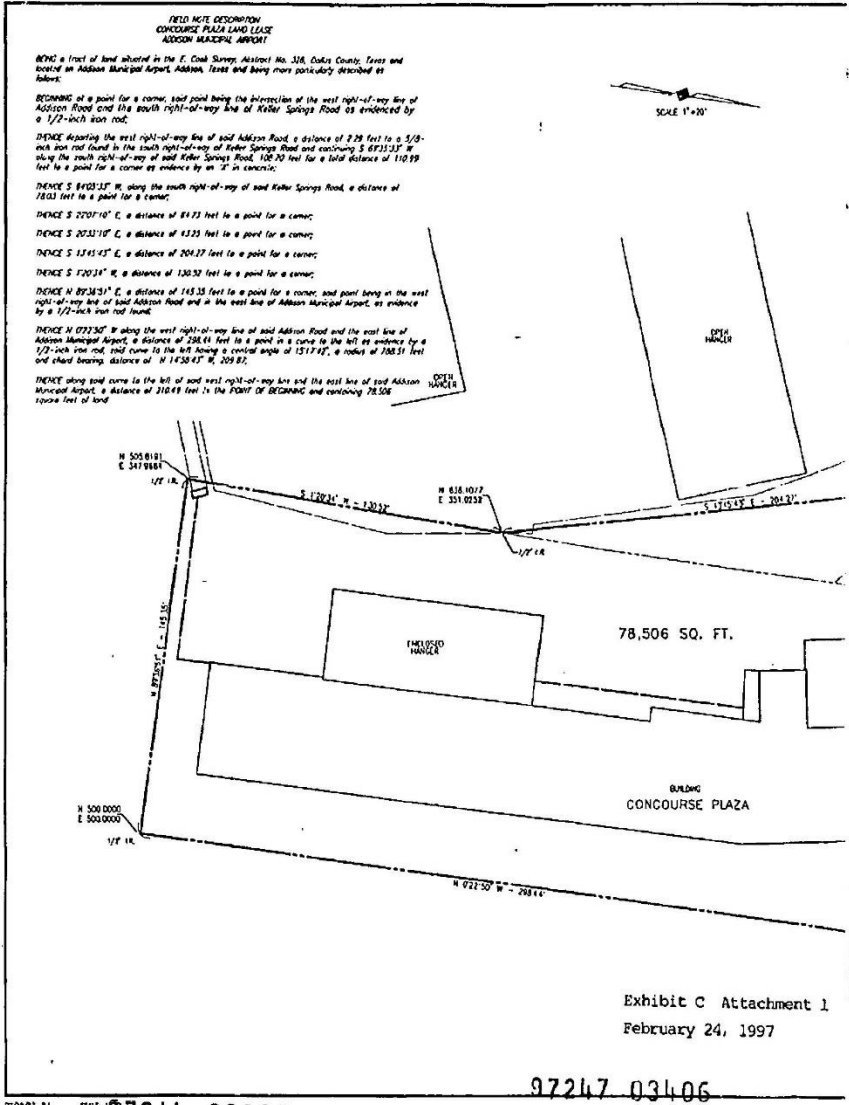
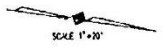
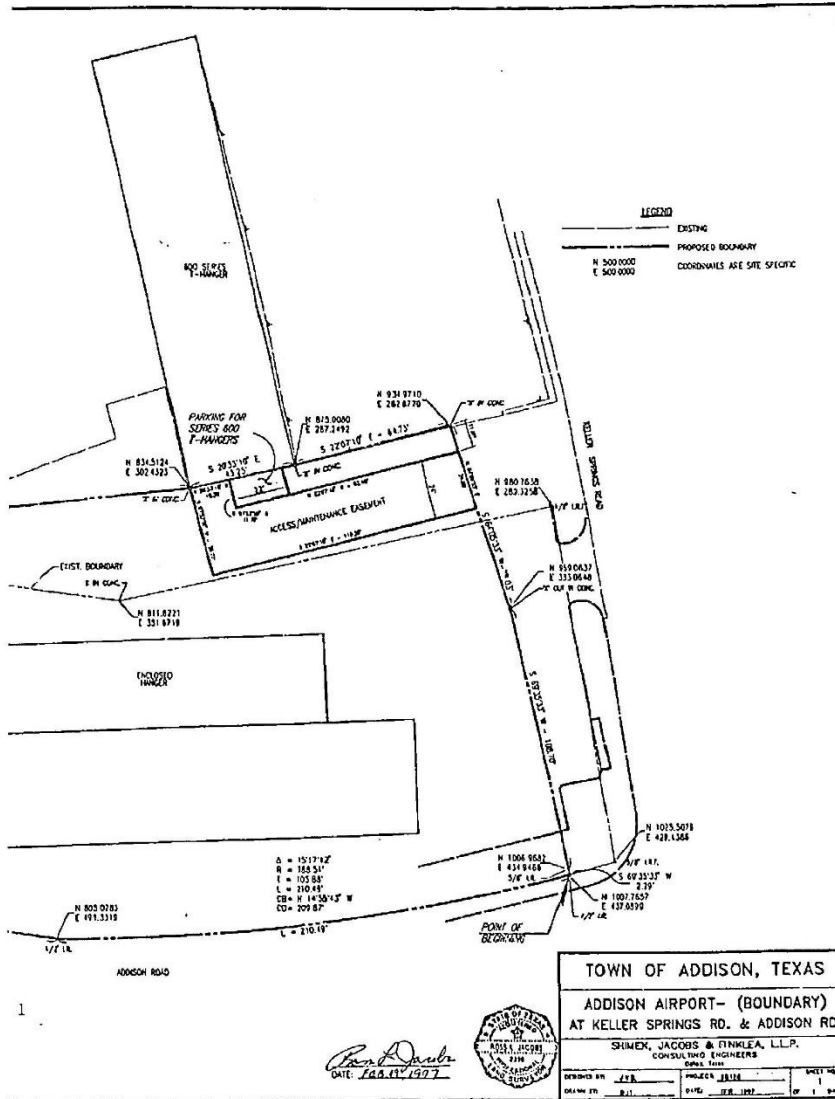


Exhibit C Attachment 1  
February 24, 1997

97214 03406

02/19/97 PL SCALE 97214 02297



97214 02298

97217 03407

97217 03407

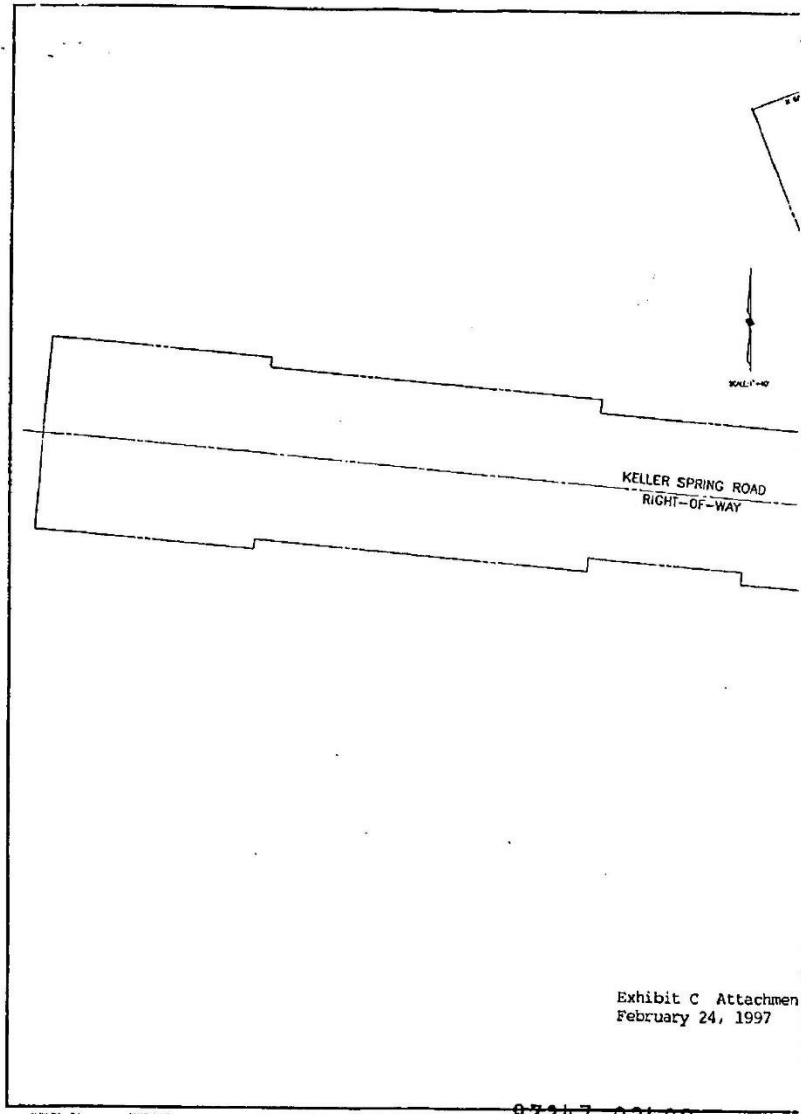
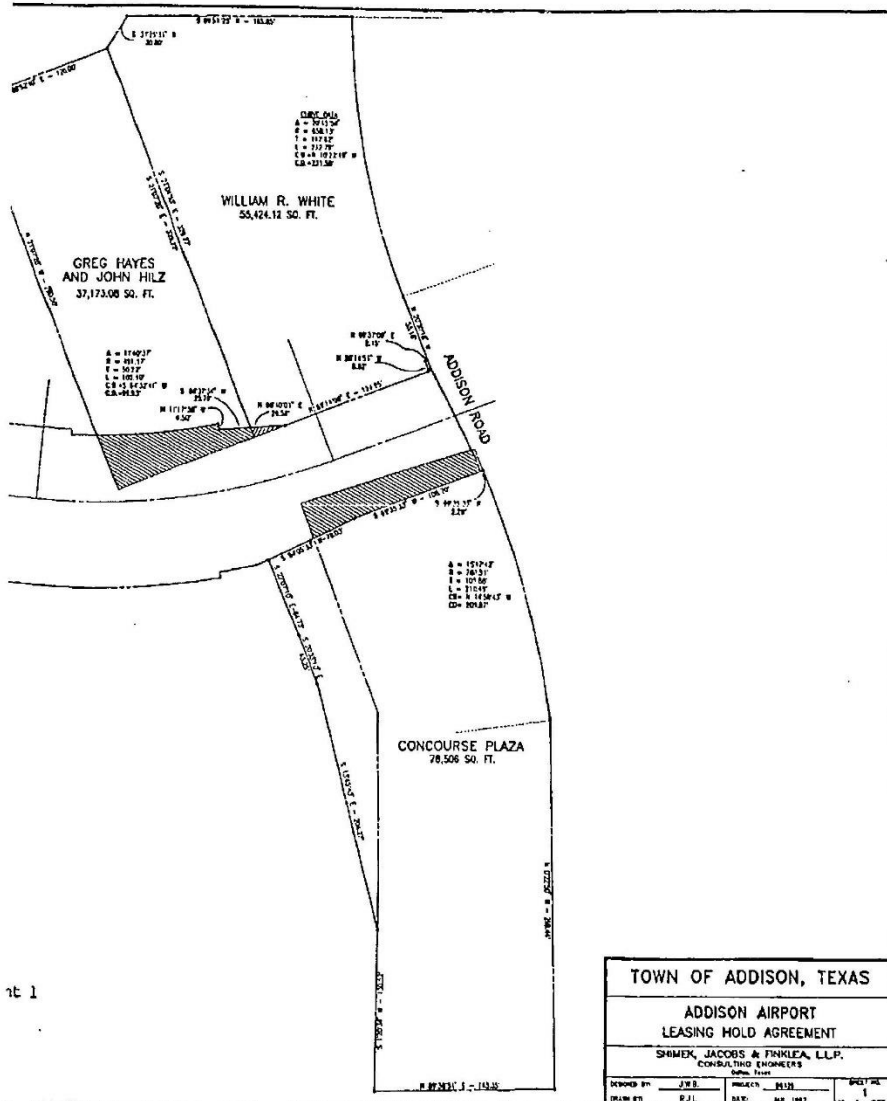


Exhibit C Attachment  
February 24, 1997

9/20/97 RL SCALE 1\"/>A site plan diagram enclosed in a rectangular border. The diagram features a central horizontal road labeled "KELLER SPRING ROAD" with "RIGHT-OF-WAY" written below it. The road is flanked by two parallel lines that are slightly offset from each other, creating a stepped or irregular boundary. In the upper right corner, there is a north arrow pointing upwards and a small scale indicator labeled "SCALE 1\"

97214 02299

97247 03408



97214 02300

97247 03409

TEL: 409-396-2400

01480 14226  
97217 03410

*Return to: (176)*

AMERICAN TITLE COMPANY  
6029 Bellino Road, Suite 250  
Dallas, TX 75240

FILED  
Cory Burch  
COUNTY CLERK  
DALLAS COUNTY  
97 NOV -3 AM 10:57

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is voided and unenforceable under Federal law.  
STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed as this date and has a stamped fee paid by the addressee of this page of the instrument and page of the named records of Dallas County, Texas as stamped hereon by me.

DEC 22 1997



*Cory Burch*  
COUNTY CLERK, Dallas County, Texas

FILED  
*Cory Burch*  
COUNTY CLERK  
DALLAS COUNTY  
97 DEC 22 PM 12:23

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is voided and unenforceable under Federal law.  
STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed as this date and has a stamped fee paid by the addressee of this page of the instrument and page of the named records of Dallas County, Texas as stamped hereon by me.



NOV 3 1997  
*Cory Burch*  
COUNTY CLERK, Dallas County, Texas

97214 02301

ASSIGNMENT OF LEASE

STATE OF TEXAS           §  
                                          §  
COUNTY OF DALLAS       §

THIS ASSIGNMENT OF GROUND LEASE (the "Assignment") entered into and effective as of the 31<sup>st</sup> day of December, 1997, at Addison, Texas, between CONCOURSE PLAZA, LTD., a Texas limited partnership (hereinafter called "Assignor") and CONCOURSE PLAZA II, LTD., a Texas limited partnership (hereinafter called "Assignee").

WHEREAS, Assignor is the Lessee under that certain Ground Lease (as amended, the "Ground Lease") executed on October 11, 1983 between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor, and BUNNELL PROPERTIES, INC. ("Bunnell"), as the Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Assignor as Lessee upon the terms and conditions provided therein, which lease was (a) assigned by Bunnell to Assignor pursuant to an Assignment of Lease dated December 1, 1993 recorded in Volume 83252, Page 7456, et seq. of the Real Property Records of Dallas County, Texas, and (ii) amended by a Settlement Agreement and First Amendment to Lease Agreement dated April 22, 1997, and recorded in the real Property Records of Dallas County, Texas, as more particularly described on the attached Exhibit A; and

WHEREAS, the Assignor now desires to assign the Ground Lease to the Assignee, and the Assignee desires to accept the Assignment thereof;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Assignor hereby assigns, bargains, sells and conveys to Assignee, effective as of the date above, all Assignor's rights, title and interest in and to the Ground Lease.
2. Prior to the effective date of this Assignment, Assignee agrees to pay an assignment fee in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00) to Landlord.

Address of Assignee:  
4560 Beltline Road  
Suite 201  
Dallas, Texas 75244

3. Assignee hereby agrees to be bound by and comply with the terms of the Ground Lease.
4. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

Address of Assignee:  
4560 Beltline Road  
Suite 201  
Dallas, Texas 75244



EXECUTED as of the day and year first above written.

ASSIGNOR:

CONCOURSE PLAZA, LTD., a Texas  
limited partnership

By: Winn Development, Inc.,  
General Partner

By: Stephen T. Winn  
Stephen T. Winn, President

ASSIGNEE:

CONCOURSE PLAZA II, LTD., a Texas  
limited partnership

By: Harkinson Investment Corporation,  
General Partner

By: William J. Harkinson  
William J. Harkinson, President

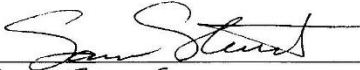
Address of Assignee:  
4560 Beltline Road  
Suite 201  
Dallas, Texas 75244

**CONSENT OF LANDLORD**

The undersigned Landlord and Owner in the Ground Lease described in the foregoing Assignment and hereby consent to the Assignment of the Ground Lease to Assignee, waiving none of their rights thereunder as to the Assignor or Assignee.

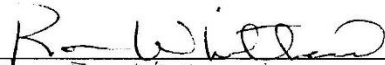
LANDLORD:

ADDISON AIRPORT OF TEXAS, INC.

By:   
Name: SAM STUART  
Title: President

OWNER:

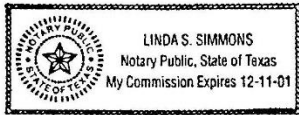
CITY OF ADDISON

By:   
Name: Ron Whitehead  
Title: City Manager

Address of Assignee:  
4560 Beltline Road  
Suite 201  
Dallas, Texas 75244

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on December 23, 1997, by STEPHEN T. WINN, President of Winn Development, Inc., as general partner of and on behalf of Concourse Plaza, Ltd., a Texas limited partnership, on behalf of such corporation and partnership.



Linda S. Simmons  
Notary Public in and for the State of Texas

My Commission Expires:  
12-11-01

Print Name of Notary:  
LINDA S. SIMMONS

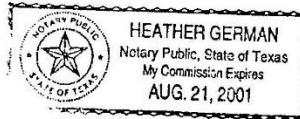
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on December 23, 1997, by WILLIAM J. HARKINSON, President of Harkinson Investment Corporation, as general partner of and on behalf of Concourse Plaza II, Ltd., a Texas limited partnership, on behalf of such corporation and partnership.

Heather German  
Notary Public in and for the State of Texas

My Commission Expires:  
Aug. 21, 2001

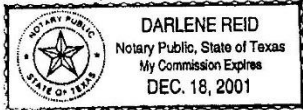
Print Name of Notary:  
Heather German



Address of Assignee:  
4560 Beltline Road  
Suite 201  
Dallas, Texas 75244

STATE OF TEXAS §  
                                          §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on SEPT 11<sup>th</sup>, 1998, by SAM STUART, President of Addison Airport of Texas, Inc., on behalf of such corporation and partnership.



Darlene Reid  
Notary Public in and for the State of Texas

My Commission Expires:  
\_\_\_\_\_

Print Name of Notary:  
DARLENE REID

STATE OF TEXAS §  
                                          §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on SEPTEMBER 17, 1998, by RON WHITEHEAD, CITY MANAGER of the Town of Addison, Texas, a municipal corporation, on behalf of such corporation.



Michele L. Covino  
Notary Public in and for the State of Texas

My Commission Expires:  
9/22/2001

Print Name of Notary:  
MICHELE L. COVINO

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on Dec 30, 1997, by Sam Stuart President of Addison Airport of Texas, Inc., on behalf of such corporation and partnership.



Heather German  
Notary Public in and for the State of Texas

My Commission Expires:  
August 21, 2001

Print Name of Notary:  
Heather German

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on August 5, 1998, by Ron Whitehead, City Manager of the Town of Addison, Texas, a municipal corporation, on behalf of such corporation.



Michele L. Covino  
Notary Public in and for the State of Texas

My Commission Expires:  
09.22.2001

Print Name of Notary:  
Michele L. Covino

EXHIBIT A

93-165-109211-4423-00-CTE  
STATE OF TEXAS  
COUNTY OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1984, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport, Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI" and "Bunnell Properties, Inc.", a Texas Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor of AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and acquires the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

1. Base Lease: All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if they were set forth herein, and Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same affect the demised premises and/or the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. Definition of Landlord and Effect of Default under the Base Lease: The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of a Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that, upon the expiration or termination of the Base Lease, it shall be fully authorized to make all payments due under this Lease, and (ii) that default by AATI under the Base Lease shall have no effect on this Lease as long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. Term: The term hereof shall commence on the earlier of October 1, 1984, or the first day of the next calendar month after Tenant commences the construction hereunder, described and opens for business at the demised premises. The first of such monthly installments shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

4. Rental: Subject to adjustment as hereinafter provided, Tenant agrees to pay to Landlord, without offset or deduction, for the demised premises at the rate of SIXTEEN HUNDRED SEVENTY-SIX AND 07/100ths per month, payable in advance and in equal installments, and the first of such monthly installments shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. Adjustment of Rental: Commencing on the second anniversary of the Commencement Date and on every biennial anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

- (i) A comparison shall be made between the Consumer's Price Index All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it existed on the Commencement Date and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.
- (ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental be decreased below the monthly rental set forth in paragraph 4.
- (iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, an index approximating the Price Index as closely as feasible shall be substituted therefor.

6. Use of Demised Premises and Construction of Improvements: The demised premises shall be used and occupied by Tenant for the following purposes: sale of aircraft and aircraft parts, aircraft maintenance and repair, aircraft storage, aircraft rental, charter and aircraft rentals, and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications attached hereto as Exhibit C. These improvements consist of a combination office/airplane hangar facility containing approximately 42,600 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction prints to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a neat and workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and other liabilities and obligations which arise in connection with such construction.

7. Acceptance of Demised Premises: Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purposes for which the same are leased in their present condition.

8. Securing Governmental Approvals and Compliance with Law: Tenant shall obtain all necessary permits, licenses, approvals, governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense.

9. Assignment, Subletting and Mortgaging of Leasehold Estate:

A. Without the prior written consent of Landlord, Tenant may not assign this Lease or any rights of Tenant hereunder, including the leasehold mortgage as hereinafter provided, or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to the terms and provisions of this Lease, including the provisions of paragraph 8 pertaining to the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder, and Tenant shall remain bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised premises are assigned or sublet, Landlord, in addition to any remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under this Lease, and assign and assign such rents against any sums due to Landlord hereunder. No direct collection by Landlord from such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction purposes. The mortgage shall be approved from time to time by Landlord in writing. In the event that Tenant pursuant to mortgage or deed of trust, the leasehold estate of Tenant created hereby, the leasehold mortgage shall in no event become personally liable to the lender for the performance of the obligations of Tenant under this Lease or for any and all unpaid mortgage amounts. In the event of the foreclosure of the mortgage, the lender in lieu of foreclosure or otherwise, and thereafter said mortgagee shall remain liable for such obligations. Tenant shall remain the owner of the leasehold estate, notwithstanding the foregoing, it is specifically understood and agreed that such mortgaging by Tenant and any actions taken pursuant to the terms of such mortgage shall not release Tenant from its obligations under this Lease, and Tenant shall continue to fully perform the terms and conditions of this Lease.

10-29-83

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9. Landlord agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will recognize such mortgage and its successors and assigns after foreclosure of the mortgage by Tenant's lender and will continue to perform all of Landlord's obligations hereunder so long as such mortgagee, its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to any proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request in connection with its mortgage of the demised premises to the mortgage of such proposed leasehold mortgagee.

10. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord "copies, receipts" or other written evidence that all such taxes have been paid by Tenant.

11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver to the demised premises in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs thereof expended by Landlord plus interest thereon as provided in paragraph 17 shall be paid by Tenant on demand.

12. Alterations, Additions and Improvements: After completion of the improvements described in paragraph 6, Tenant shall not make any alterations in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld. Landlord shall have the right to erect or install pipes, conduits, machinery, air conditioning or heating equipment and fixtures, and provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed in a first class workmanlike manner and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

13. Insurance: Tenant shall during the term hereof maintain all of Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning and other risks from time to time included under standard extended coverage policies, and sprinkler, sump and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming contributors of any loss under the applicable policies but in any event in amounts not less than 80% of the present 80% of the full insurable value of the demised premises. The term "full insurable value" as used herein means the replacement value at the time of such loss. Coverage for such loss shall be provided by a qualified agent and policy of whose policies shall be submitted to Landlord and there shall be proper adjustment in the limits of insurance coverage should effect.

(ii) General Public Liability Insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, including but not limited to the use of the premises for storage of goods, with respect to any one person \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached to connected thereto which by reason of their use or residence are capable of bursting, exploding, collapsing, imploding or exploding in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Manager/keeper's liability insurance providing for coverage in the following limits: \$700,000.00 per accident and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance shall be issued by insurance companies acceptable to Landlord. The shall name Landlord as an additional insured or loss payee, as the case may be, and the shall provide for at least ten (10) days written notice to Landlord of cancellation or modification. Tenant shall provide Landlord with two (2) copies of all such policies of insurance required by this paragraph.

14. Casualty, Damage or Destruction:

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and destruction shall be sufficient to pay the full amount of Tenant's sole cost, risk and expense with respect to the damage and complete the loss of repair, repair and replacement of the buildings, structures and equipment as nearly as possible in their value, condition and character immediately prior to such damage and destruction, with such alterations and additions thereto as may be approved in writing by Landlord therefor, some or all of the following:

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord, Landlord shall be entitled to bring upon any proceeds payable on such damage and destruction and to have been executed by the proper party and shall receive such proceeds as conclusive evidence of any fact in any matter therein set forth. Such certificate shall be furnished to the authority and protection of Landlord in taking thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph.

D. The amount of proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises or any part thereof shall be held by Landlord, Landlord shall be entitled to bring upon any proceeds payable on such damage and destruction and to have been executed by the proper party and shall receive such proceeds as conclusive evidence of any fact in any matter therein set forth. Such certificate shall be furnished to the authority and protection of Landlord in taking thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph.

E. Net insurance proceeds as above defined shall be paid to Tenant plus Tenant may, at any time to time, at the discretion of Tenant, to pay for the mortgage of Tenant for the cost of the same upon written request of Tenant to Landlord accompanied by a certificate of a duly licensed title company or other acceptable evidence of the mortgage and the cost thereof. Tenant shall be responsible for the cost of the same, and the amount of the mortgage shall be the amount of the mortgage and the cost thereof. Tenant shall be responsible for the cost of the same, and the amount of the mortgage shall be the amount of the mortgage and the cost thereof.

F. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

G. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

H. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

I. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

J. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

K. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

L. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

M. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

N. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

O. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

P. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

Q. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

R. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

S. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

T. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

U. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

V. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

W. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

X. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

Y. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.

Z. Upon receipt by Landlord of proceeds of insurance received by the foregoing provisions and the Revolving Fund, Landlord shall be under no duty to take any action other than as set forth in this paragraph.





24. The Tenant shall be responsible for the cost of any such painting, repainting, or other work on the premises, including the cost of materials and labor, and the cost of any such painting, repainting, or other work on the premises, including the cost of materials and labor, and the cost of any such painting, repainting, or other work on the premises, including the cost of materials and labor.

25. Entry upon the demised premises in accordance with this lease and without being liable for prosecution or other penalties or damages the right to do so shall be reserved to the Landlord hereunder. Tenant agrees to pay said cost of such painting, repainting, or other work on the premises, including the cost of materials and labor, and the cost of any such painting, repainting, or other work on the premises, including the cost of materials and labor, and the cost of any such painting, repainting, or other work on the premises, including the cost of materials and labor.

26. Pursuit of any other remedial or other remedies here provided for by any other law shall not constitute a forfeiture or waiver of any right due to Landlord by reason of any damage resulting to Landlord by reason of the violation of any of the terms, conditions and covenants hereinafter contained. Default by Tenant, or default by Landlord hereunder, shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or of Landlord's title for damages or of the Tenant's right to be relieved of any of Tenant's obligations hereunder and voiding the obligation to pay rent or grant Tenant any right of deduction, abatement, set-off or recoupment or entitle Tenant to take any action whatsoever which Landlord or Tenant may lawfully take against Landlord or Tenant. Landlord shall not be liable for any such damage or loss to Landlord or Tenant and Landlord shall be required to cure such default within said thirty (30) day period, or if Landlord has not commenced cure within said thirty (30) day period then within an additional reasonable period of time to cure such default, or if Landlord has not commenced cure within said thirty (30) day period and thereafter is diligently attempting to cure such default, then the period shall be extended to the date such default is cured within said thirty (30) day period, or within said additional reasonable period of time thereafter.

27. If Landlord cures such default and deducts the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding rental installment due by Tenant to Landlord hereunder, or

28. If Landlord cures such default and brings suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

If any mortgage of Landlord has given Tenant's address for notices and specifically requests such notice, Tenant agrees to give the notice required hereabove to such mortgagee at the same time Tenant gives same to Landlord, and to accept and give notice to the mortgagee of such mortgagee as if such mortgagee had been named as Landlord.

29. Waiver of Subrogation. Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this lease for any and all loss of or damage to, any of such party's property located within the premises or constituting a part of the demised premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waiver shall apply to the demised premises and to the mortgage of Landlord and to the mortgage of the other party hereto. This mutual waiver shall not be construed to constitute a subrogation of the parties' interests in such mutual waiver with respect to the assignment of any and all such party's interest in such party's property to any other person. Each party hereto agrees immediately to give to each other party written notice of the terms of this mutual waiver and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waiver.

30. Title to Improvements. Any and all improvements on the demised premises shall become the property of Landlord upon the expiration or termination of this lease, provided, however, that if Tenant is not then in default hereunder, Tenant shall have the right to remove any such property and trade it in with property owned by Tenant from the demised premises, but Tenant shall be required to pay the cost of the removal and to make good any damage caused by such removal. A valid and operative instrument shall be executed and recorded by Landlord and Tenant to remove all improvements from the demised premises and restore the demised premises to the condition in which the same existed on the date hereof, in which event Tenant shall promptly perform such removal and restoration of the good and workmanlike manner and at Tenant's sole cost and expense.

31. Mechanics and Materialmen's Liens. Tenant agrees to indemnify and hold Landlord harmless of and from all claims and demands of the kind of any mechanics or materialmen against the demised premises by reason of any delay or omission of Tenant to pay any claim due under Tenant and Landlord and to do so, may satisfy such liens and collect the amount expended from Tenant, together with interest thereon as provided in paragraph 27 of this lease, provided, however, that Landlord shall not be liable for such claim or demand if the same are not notified to Tenant in writing and if Tenant is not notified to do so and Tenant shall be required to pay such claim or demand to good faith lienholders or other parties with appropriate care to protect Landlord's interest in the demised premises.

32. The Tenant accepts the demised premises subject to, in the Base Lease, in the Rules and Regulations, in the statements of the rights of way and in the zoning ordinances and other ordinances, laws, statutes or regulations now in effect or hereafter enacted by any governmental authority having jurisdiction over the demised premises.

33. Title to Premises and Subordination. Landlord covenants, represents and warrants that Landlord has title to and control of the demised premises and the right to lease the demised premises hereon, and that Tenant, upon payment of the rent hereunder, shall have the right to use and occupy the demised premises during the full term of this lease, provided, however, that Tenant accepts this lease subject and subordinate to any recorded mortgage deed of trust or other lien presently existing upon the demised premises. Landlord further agrees to execute and deliver with full power and authority by Tenant, to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter created on the demised premises, provided, however, any such subordination shall be upon the express conditions that the mortgage shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this lease on condition that Tenant assign to the mortgagee, its successors and assigns, and perform all of the covenants and conditions required by the terms of this lease, and that the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive and this lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and conform to the purchaser. Tenant also agrees upon demand to execute the instruments necessary to subordinate this lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that Tenant shall survive the foreclosure of such mortgage, deed of trust or other lien.

34. Rent and Other Charges. Except for the rental due under the Base Lease during the time that AAT is the Landlord hereunder, it is understood that the rent provided for in this lease shall be an absolute net rental to Landlord for the term of this lease. Tenant shall pay the expenses or charges with respect to the demised premises, including, without limitation, maintenance, repairs, replacement, utility taxes and assessments, and this lease shall be construed in accordance with and to effectuate such intention.

35. Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant of this lease.

36. Release of Landlord Upon Transfer. All of Landlord's obligations under this lease shall terminate upon the expiration of the demised premises hereunder, except for any liability accruing prior to such termination which shall terminate upon a transfer of the demised premises to a third party, provided that the obligations of Landlord under this lease's covenants running with the land and that are binding upon the estate of Landlord shall survive this lease and the demised premises.

37. Attorneys Fees. In or about any breach or default by Landlord or Tenant of the responsibilities set forth in this lease, the party who becomes necessary to defend and by an attorney to entitle or defend any of such party's rights or interests hereunder, should such party prevail, such party shall be entitled to recover reasonable attorneys fees incurred in such connection with the defense.

38. Remedies Cumulative. Tenant agrees that the remedies herein provided for the violation of any of the terms, conditions and covenants of this lease shall be cumulative and shall not be deemed to be exclusive of any other remedy available to Landlord hereunder.

39. Entirety. This lease shall constitute the entire agreement between the parties hereto, and no oral agreement, understanding or arrangement shall be binding upon the parties hereto unless the same is embodied in writing.

A. This lease is understood and intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

B. The covenants which rent and other charges have been paid.

C. Landlord shall be deemed to have accepted this lease on the date of the recording of this lease, and the recording of this lease shall be deemed to be the date of the recording of this lease.

D. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

E. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

F. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

G. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

H. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

I. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

J. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

K. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

L. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

M. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

N. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

O. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

P. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

Q. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

R. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

S. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

T. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

U. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

V. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

W. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

X. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

Y. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

Z. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

AA. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

AB. This lease is intended to be subject to the covenants, conditions and restrictions of the deed of trust and the deed of trust and the mortgage.

... shall be deemed to have been made in accordance with the provisions of this Lease...

37. Interest-Tenant's Obligations and Manner of Payment: All monetary obligations of Tenant to Landlord under this Lease shall be due on the date specified in the Lease or if no date has been established under other provisions hereof, the due date shall be the date upon which Landlord demands payment from Tenant in writing. All such payments shall bear interest at the rate of ten percent (10%) per annum from and after the due date until paid. If more than one payment is due during the term of the Lease, Tenant's obligation to make such payments shall be satisfied by the date on which the due date is taken. Landlord may require by giving written notice to Tenant that the payments shall be made in accordance with the provisions of this Lease to be made on or before the due date by cash, cashier's check, certified check in any order, and the delivery of Tenant's check or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed a payment of such obligations of Tenant to Landlord to receive other payments as required by said notice.

38. Independent Contractor: It is understood and agreed that in leasing and occupying the demised premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure: In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

40. Exhibits, Attachments, Instruments and Addenda: All exhibits and addenda referred to herein shall be deemed to be part of this Lease and shall have the same force and effect as if copied verbatim herein.

41. Use of Language: Words of any gender used in this Lease shall be held and construed to include any other gender and will apply to the singular as well as to the plural, unless the context otherwise requires.

42. Captions: The captions or headings or paragraphs in this Lease are inserted for convenience only and shall not be construed to control or modify the provisions hereof if any question of intent should arise.

43. Successors: The terms, conditions and covenants contained in this Lease shall apply to and be binding upon all successors in interest upon the parties hereto and their respective successors in interest and legal representatives, except as to the extent hereinafter provided. All notices, demands, proceedings, notices and suits of any kind under this Lease, including proceedings in arbitration, shall be required to be delivered by Landlord to Tenant hereunder only at Landlord's option, be executed by Landlord, and shall be delivered to the agent or attorney.

44. Severability: If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices: All notices, demands, proceedings, notices and suits of any kind under this Lease, including proceedings in arbitration, shall be required to be delivered by Landlord to Tenant hereunder only at Landlord's option, be executed by Landlord, and shall be delivered to the agent or attorney.

LANDLORD

Address: 1401 North Texas Ave  
P.O. Box 2459  
Dallas, Texas 75204

City of Addison, Texas

P.O. Box 144

ADDISON, Texas 75001

ADDENDUM

ADDISON, Texas 75001

46. Fees or Commissions: Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any broker's, agent's or finder's fees or commissions agreed to by such party arising from the execution of this Lease and the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

47. Counterparts: This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of them shall constitute but one and the same instrument.

48. Governing Law and Venue: This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant hereby irrevocably agree that venue for any dispute arising out of this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments: This Lease, consisting of this Lease, Exhibits and Addenda, and Exhibits A through E, shall constitute the entire agreement between Landlord and Tenant and shall supersede all prior agreements and understandings, oral and written, oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement, arrangement or understanding shall be effective to change, modify or supplement the terms of this Lease, in whole or in part, unless such agreement is in writing and is signed by both parties in the presence of the other party, and the change, modification or agreement is signed.

EXECUTED as of the day month and year first above written.

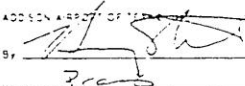
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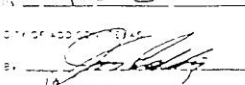
The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.

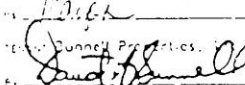
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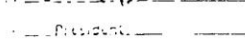
LANDLORD

ADDENDUM

By: 

By: 

By: 

By: 

President

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1955

Rebecca P. Jordan  
Notary Public  
Dallas  
County, Texas



STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Wiley Piddin  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of November, 1955



Wiley Piddin  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS }  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Russell  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1955

Rebecca P. Jordan  
Notary Public  
Dallas  
County, Texas



ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Sunnell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.

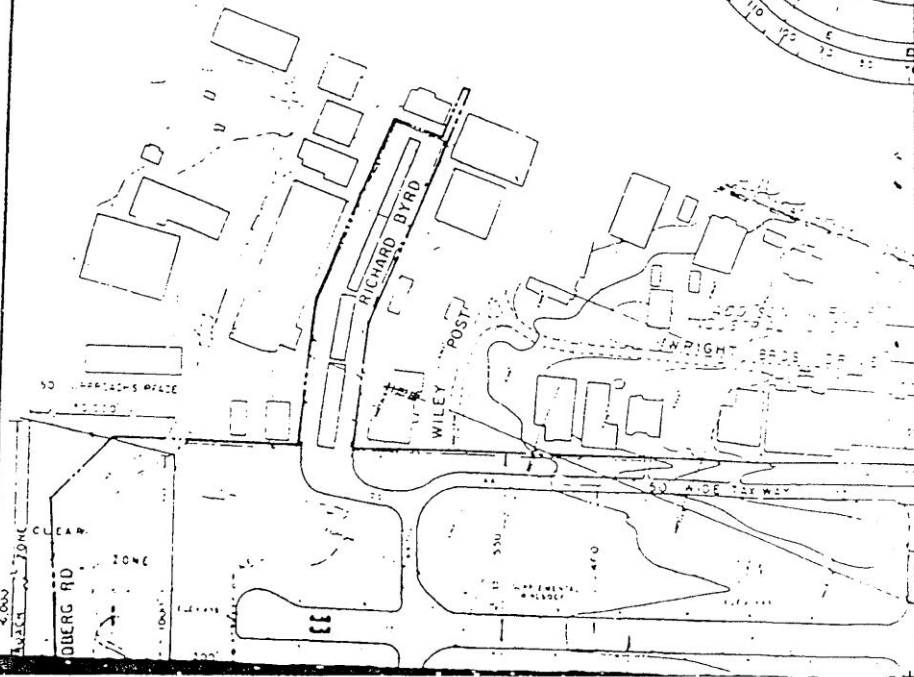
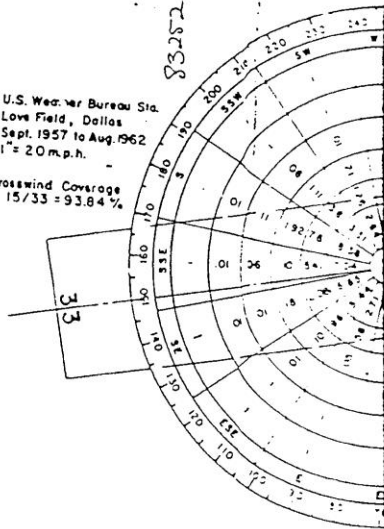
D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

*ETS*

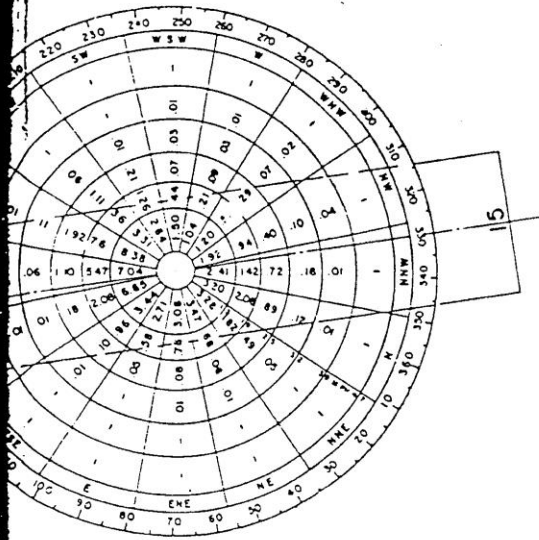
83252 7446

Source : U.S. Weather Bureau Sta.  
Love Field, Dallas  
Period : Sept. 1957 to Aug. 1962  
Scale : 1" = 20 m.p.h.

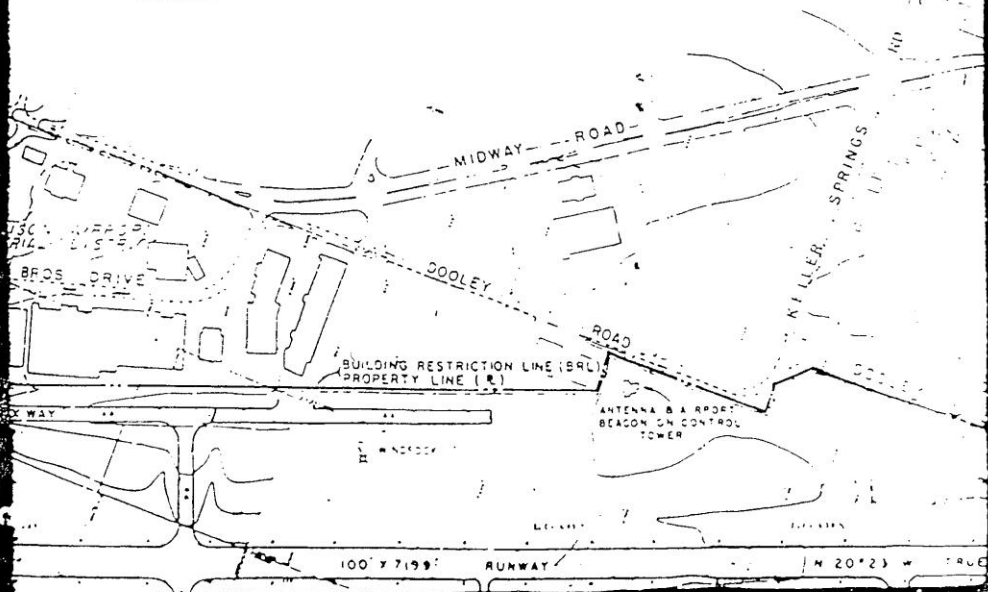
15 m.p.h. Crosswind Coverage  
R/W 15/33 = 93.84%







83252 7447







EX. B

83252 744B

BASIC RUNWAY DATA TABLE

	RUNWAY 15/33	
	EXISTING	ULTIMATE
EFFECTIVE GRAC. ENT. (IN%)	0.03	SAME
% WIND COVERAGE	93.84	SAME
INSTRUMENT RUNWAY	YES	YES
PAVEMENT STRENGTH	BOS, 1000 1600T	SAME
APPROACH SURFACE	50:1 BOTH	SAME
RUNWAY LIGHTING	MIRL	SAME
RUNWAY MARKINGS	ALL WEATHER	SAME
NAVIGATIONAL AIDS	ILS	SAME

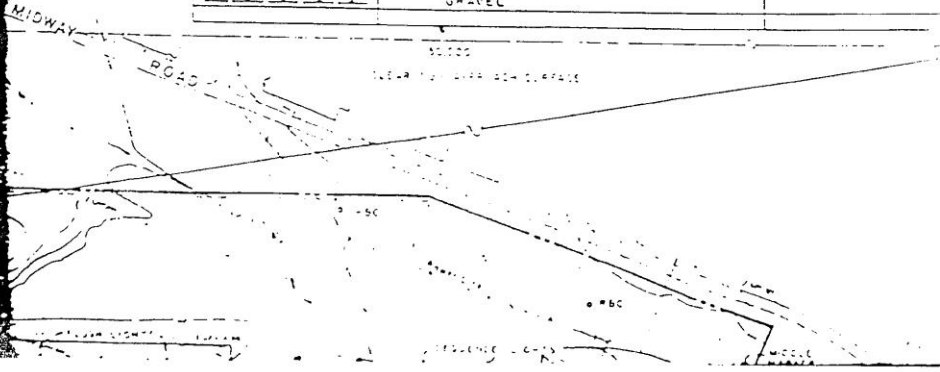
BASIC AIRPORT DATA TABLE

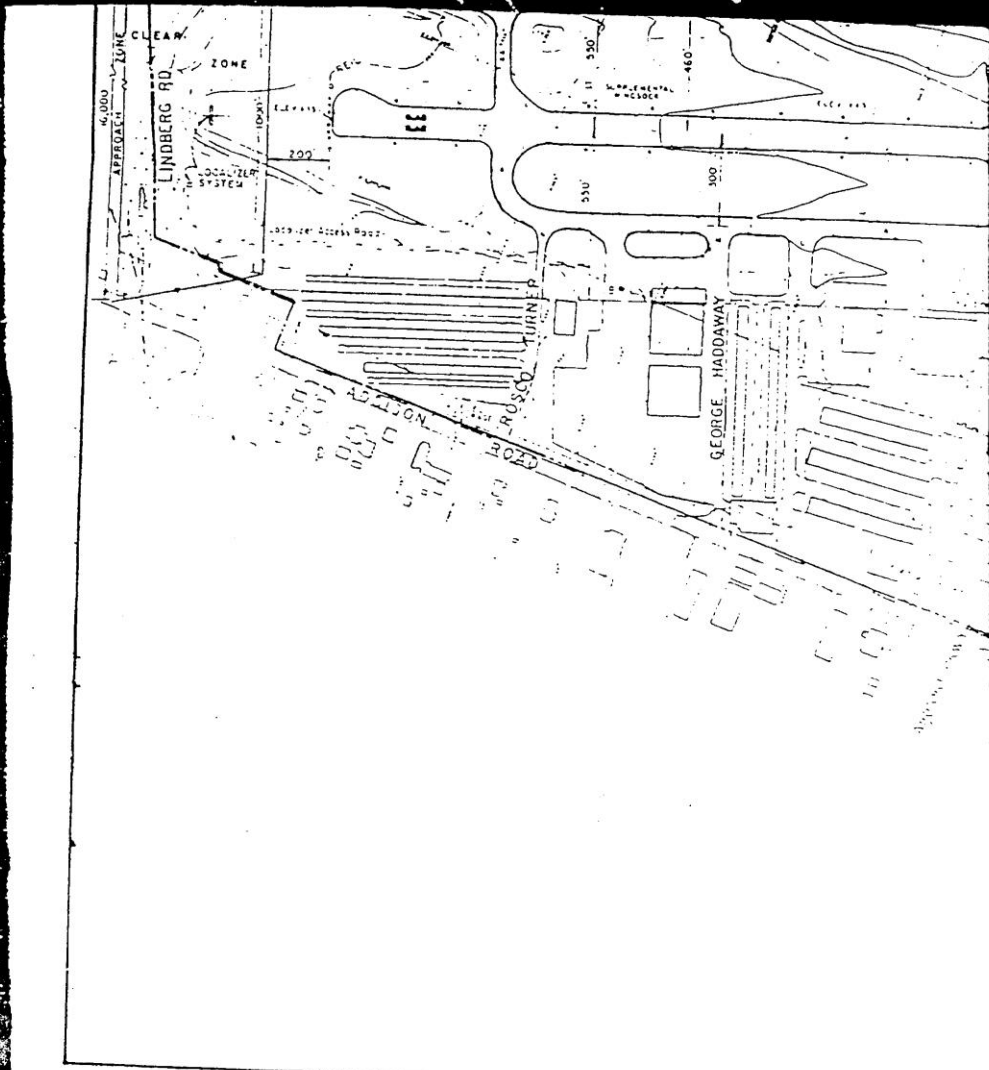
	EXISTING	ULTIMATE
AIRPORT ELEVATION, M.S.L.	643.00	
AIRPORT REFERENCE POINT (ARP) COORDINATES	LAT 32° 58' 10.525" LNG. 96° 50' 08.482"	SAME
MEAN MAX TEMP. OF HOTTEST MONTH	96.1° F	SAME
AIRPORT AND TERMINAL NAVIGATIONAL AIDS	ILS	SAME

LEGEND

EXISTING	
—X—X—X—X—	FENCE
* * * * *	RUNWAY LIGHTS
— — — — —	GROUND CONTOURS
— — — — —	BUILDINGS PERTAINING TO AIRPORT
— — — — —	EXISTING PROPERTY LINE
— — — — —	PROPERTY ACQUIRED THIS PROJECT
— — — — —	BUILDING RESTRICTION LINE (BRL)
— — — — —	EASEMENTS
— — — — —	ASPHALT PAVEMENT
— — — — —	GRAVEL

PHIC SCALE

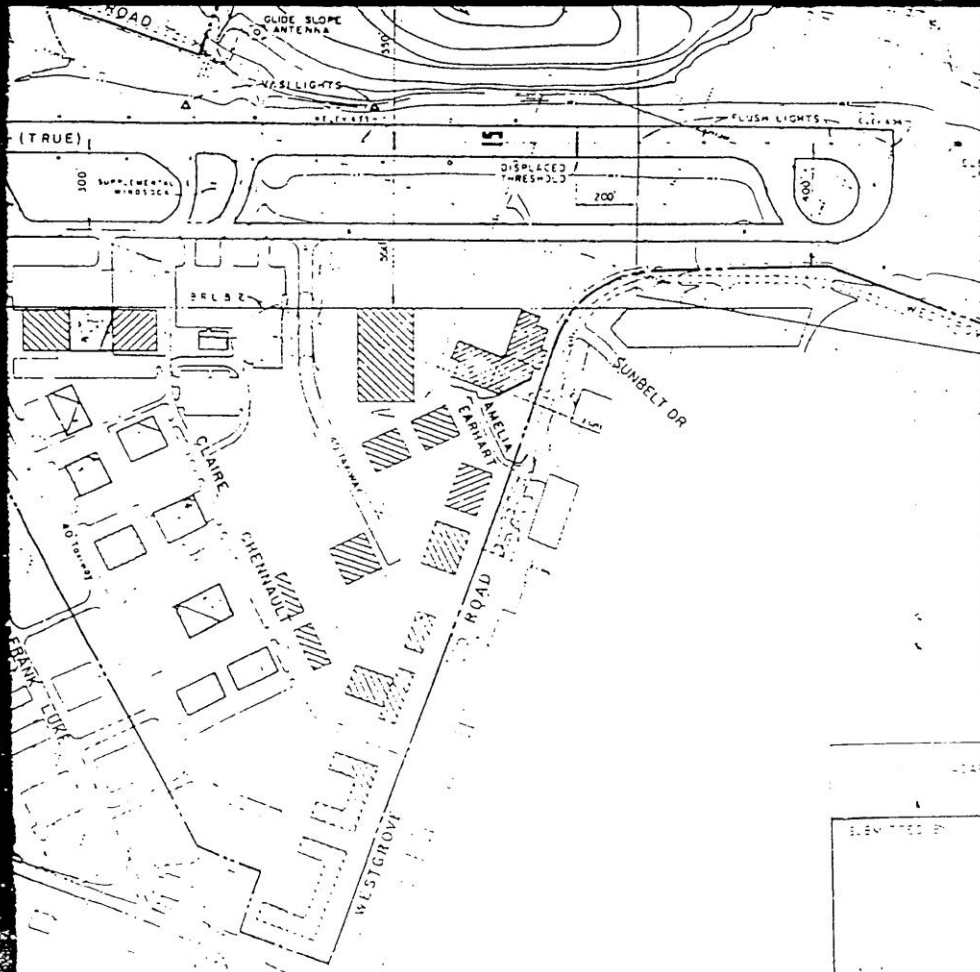




63252 7450



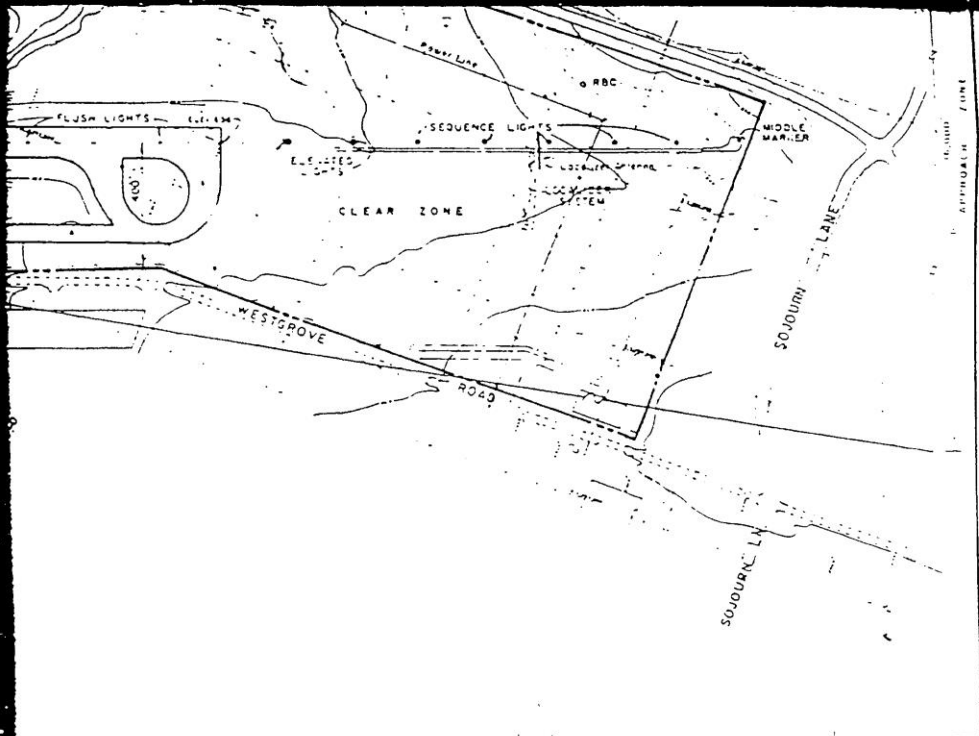
39252 7451



33252 7452

APPROVED BY FAA  
 PL RODDEN  
 5 JUNE 83

4049
REMITTED BY
APPROVED BY
DATE



ACAP Project No		No 1		Revision		By: Name: Date			
SUBMITTED BY		DATE		ADDISON MUNICIPAL AIRPORT <u>AIRPORT LAYOUT PLAN</u> ADDISON, TEXAS <b>GINN, INC.</b> Consulting Engineers Dallas, Texas					
AVIATION DIRECTOR		DESIGNED						DATE	
APPROVED FOR F.A.A.		DRAWN		DATE		CHECKED		DATE	
CHIEF - AIRPORTS BRANCH		82321-7453		FILE No		SCALE		SHEET	

APPROVED BY F.A.A.  
 R.L. RODEN  
 15 JUNE 83

EXHIBIT A

REAL PROPERTY DESCRIPTION

SITUATED in Dallas County, Texas, and BEING a tract of land situated in the E. TWO SURVEY, ABSTRACT 326, and located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Airport Parkway and the West right-of-way of Addison Road;

THENCE, North 00°22'50" West, along said West right-of-way a distance of 352.97 feet to the POINT OF BEGINNING;

THENCE, South 89°37'10" West, a distance of 145.27 feet;

THENCE, North 1°45'47" East, a distance of 169.44 feet;

THENCE, North 0°39'48" West, a distance of 135.88 feet;

THENCE, North 20°14'53" West, a distance of 180.00 feet;

THENCE, North 71°51'57" East, a distance of 147.04 feet to a point on a curve to the right, said curve having a central angle of 16°46'21", a radius of 788.51 feet and a chord bearing South 45°41'02" East, 230 feet;

THENCE, along an arc length of 230.82 feet to a point;

THENCE, South 0°22'50" East, along the West right-of-way of Addison Road, a distance of 298.48 feet to the POINT OF BEGINNING, containing 1.661 acres (72,348.15 square feet) of land, more or less.

FILED FOR RECORD  
THE 14th of December  
1932 at 10:30 AM  
Earl G. Clark County Clerk  
Dallas, Texas  
*Robert L. Hamilton*

CHICAGO TITLE INSURANCE COMPANY  
1330 MERRILL DRIVE  
SUITE 102  
DALLAS, TEXAS 75201

STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the foregoing was filed for record  
and that the same is now on file and open for public inspection  
in the office of the County Clerk at Dallas, Texas, on the 14th day  
of December, 1932.

DEC 14 1932



*Earl G. Clark*  
COUNTY CLERK, Dallas County, Texas

83252 7455

83-115-10711- FF 21.00 (2) C.T.C.

ASSIGNMENT OF LEASE

1983

THIS AGREEMENT is made as of this the 1st day of December, 1983, at Addison, Texas, between BUNNELL PROPERTIES, INC., a Texas corporation, hereinafter called "Assignor", and CONCOURSE PLAZA, LTD., a Texas limited partnership, hereinafter called "Assignee".

WHEREAS, a lease executed on October 11, 1983, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC., as the Lessor, and the Assignor, as the Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Assignor as Lessee upon the terms and conditions provided therein; and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee, and the Assignee desires to accept an assignment thereof;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the Lease hereinbefore described, a copy of which is attached hereto as Exhibit "A", and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said Lease when due and payable.

This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

Witness:

Suite 900  
First Texas Tower  
14051 Dallas Parkway  
Dallas, TX 75240



EXECUTED as of the day and year first above written.

ASSIGNOR:

Bunnell Properties, Inc.

By: 

ASSIGNEE:

Concourse Plaza, Ltd.

By: Bunnell Properties, Inc., Managing  
General Partner

By: 

CONSENT OF LESSOR

The undersigned is the Lessor under the Lease described in the foregoing Assignment and hereby consents to the assignment of the Lease to the Assignee, waiving none of their rights thereunder as to the Lessee or the Assignee.

LESSOR:

CITY OF ADDISON

By: 

ADDISON AIRPORT OF TEXAS, INC.

By: 

EXHIBIT A

REAL PROPERTY DESCRIPTION

SITUATED in Dallas County, Texas, and BEING a tract of land situated in the E. 1/4 of SURVEY, ABSTRACT 126, and located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of Airport Parkway and the West right-of-way of Addison Road;

THENCE, North 00°22'50" West, along said West right-of-way a distance of 356.77 feet to the POINT OF BEGINNING;

THENCE, South 89°37'10" West, a distance of 145.27 feet;

THENCE, North 1°45'47" East, a distance of 169.44 feet;

THENCE, North 0°33'45" West, a distance of 136.88 feet;

THENCE, North 20°14'53" West, a distance of 180.00 feet;

THENCE, North 71°51'57" East, a distance of 147.04 feet to a point on a curve to the right, said curve having a central angle of 16°46'21", a radius of 788.51 feet and a chord bearing South 45°41'02" East, 230 feet;

THENCE, along an arc length of 230.82 feet to a point;

THENCE, South 0°22'50" East, along the West right-of-way of Addison Road, a distance of 298.48 feet to the POINT OF BEGINNING, containing 1.661 acres (72,348.15 square feet) of land, more or less.

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

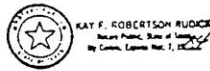
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 1983.

Kay F. Robertson-Rudick  
Notary Public

My Commission Expires:

3-7-84



STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, as managing general partner of Concourse Plaza, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 1983.

Kay F. Robertson-Rudick  
Notary Public

My Commission Expires:

3-7-84



4. The holder of a deed of trust who has Tenant mortgage the leasehold estate of Tenant created hereby shall, upon the production of the leasehold mortgage to give, and give fifteen (15) days written notice prior to accelerating the debt of Tenant to the lender and of initiating foreclosure proceedings under said mortgage or deed of trust, and the following Landlord during such period of fifteen (15) days shall be deemed to cure Tenant's default and prevent said acceleration and/or foreclosure proceedings, and the holder of said deed of trust shall assume Tenant's position under said mortgage or deed of trust.

5. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice of such effect has been given to Landlord, to give the holder of such leasehold mortgage at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee, or as otherwise may be specified by the leasehold mortgage to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default as so specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this lease if and unless, giving any such leasehold mortgage the notice provided for herein and allowing any such leasehold mortgagee the right to cure such default as provided for herein.

6. Landlord further agrees to execute and deliver to any proposed leasehold mortgage of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will recognize such mortgage and its successors and assigns after foreclosure or liquidation of Tenant's estate as Tenant's lender, and will continue to perform all of Landlord's obligations hereunder so long as such mortgagee and its successors and assigns perform all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to any proposed leasehold mortgage any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgage of Tenant of the leasehold estate created hereby, provided, however, that Landlord shall never be required to subordinate Landlord's first in time lien to the mortgage of any proposed leasehold mortgage.

7. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord's agent receipts or other written evidence that all such taxes have been paid by Tenant.

**11. Maintenance and Repair of Demised Premises:**

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this lease, in and free of the demised premises in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs thereof extended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant to Landlord.

12. Alterations, Additions and Improvements: After completion of the improvements described in paragraph 6, Tenant shall not make any changes, alterations or improvements, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements on and to the demised premises shall be performed in a first class, workmanlike manner, and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other obligations and obligations which arise in connection therewith.

13. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning and other risks from time to time including water, standard extended coverage policies and sprinkler, vandalism and malicious mischief, all in amounts sufficient to protect Landlord or Tenant from becoming contributors of any loss under the applicable policies but in any event in amounts not less than the present actual full replacement value of the full insured value of the demised premises. The term "full insurable value" as used herein means full replacement value after a total loss. Upon request, such replacement value shall be determined by a qualified appraiser, and all of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on or about the demised premises, but in no event to exceed the limits of \$500,000.00 with respect to any one person or \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or to the demised premises or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, exploding, collapsing, imploding or exploding in the minimum amount of \$100,000.00 for damage to property resulting from such risks.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time is commonly obtained in the case of property similar to such improvements.

(vi) Manager's liability insurance providing for coverage in the following limits: \$200,000.00 per accident and \$400,000.00 per occurrence on property damage to accruals in the care, custody or control of Tenant.

(vii) During any period of construction a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance shall be issued by insurance companies acceptable to Landlord, but shall in no event be less than the minimum required by law and shall be paid, as the case may be, and full shall provide for at least ten (10) days written notice to Landlord of any change or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

**14. Casualty Damage or Destruction:**

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or if and when Tenant will promptly give written notice to Landlord, generally describing the nature and extent of such damage or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or if and when Tenant will promptly give written notice to Landlord, generally describing the nature and extent of such damage or destruction, the purpose of this section is to provide that the cost and expense will promptly commence and complete the restoration, repair and replacement of the buildings, structures and equipment as nearly as possible to their value, condition and character immediately prior to such damage or destruction, with such alterations and additions thereto as may be approved in writing by Landlord, hereinafter referred to as the "Restoration".

C. All such proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be prohibited in acting upon any certificate or order of payment genuine and to have been executed by the proper party, and shall receive such certificate as conclusive evidence of any and all claims made thereunder. Such certificate shall be full warranty, authority and protection to Landlord in accepting and disbursing the same under no duty to make any appropriation, but as set forth in this paragraph 14.

D. The cost of proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any other proceeds, costs, fees and expenses incurred by Landlord and Tenant in the performance of the Restoration, including without limitation, attorneys' fees and expenses shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant and Tenant may direct from time to time as the Restoration progresses to pay or reimburse Tenant for the cost of Restoration, upon written request of Tenant to Landlord accompanied by a certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work done, materials used and the necessary cost, stating the same with the necessary approval of the Restoration and Construction Commission, or the Board of Architects of the State of Texas, if the same are necessary or appropriate to the Restoration and Construction Commission, and the necessary approval of the Board of Architects of the State of Texas, and specifying the appropriate amount. It shall be the duty of Landlord to comply with the Restoration and Construction Commission, and to an opinion of counsel satisfactory to Landlord and there shall no restriction, limitation or limitation on the amount or manner of such disbursement, if any, as is discharged by the payment of the amount received.

14. Restoration. Tenant shall promptly commence Restoration or, after commencement, Tenant shall endeavor to cause Restoration to be promptly commenced. Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant written notice and Tenant fails to commence Restoration or if Tenant diligently proceeds to the commencement of Restoration, but Tenant fails to pay the cost of Restoration in full within 10 days of the date of commencement of Restoration. In such event, Landlord shall have the right to commence or complete Restoration and Tenant shall pay any deficiency of such proceeds for Restoration.

15. Condemnation.  
A. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public use, the portion of the demised premises that is not so acquired or condemned shall be deemed to be a continuing leasehold interest in the demised premises. If the portion of the demised premises that is not so acquired or condemned is not susceptible to efficient and economic occupation and operation, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises and Landlord shall return to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.  
B. If after such taking by any said condemning authority the remainder of the demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder by the fraction of the demised premises remaining in Tenant's possession as of the date of such taking. The numerator of such fraction shall be the number of square feet remaining in the demised premises at the taking by any said condemning authority and the denominator of which shall be the total square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.  
C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises and the cost of such restoration shall be borne by Landlord and Tenant and shall be paid first to cover the costs and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds by which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. Utilities. Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, including any and all services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. Common Facilities. Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment and services which may now exist or which may hereafter be provided by Landlord for the use and convenience of Landlord's customers and tenants, including landing and takeoff facilities, ramps, stairs, ingress and egress to the demised premises, other airport installations, and all other reasonable services which may be provided without charge from time to time by Landlord in operating this airport. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified, changed or terminated from time to time at Landlord's sole discretion.

18. Rules and Regulations. Landlord has applied Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are hereby agreed to by Tenant and Tenant agrees to comply fully with all provisions of the Rules and Regulations. Landlord shall have the right to amend, modify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other tenants and customers of the airport.

19. Signs and Equipment. After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right to erect, install and operate advertising signs and radio, communications, meteorological, aerial navigation and other equipment and facilities on or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. Landlord's Right of Entry. Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises (a) to inspect the general condition and state of repair thereof, (b) to make repairs, (c) to conduct the usual business of the demised premises for any prospective tenant or purchaser or (d) for any other reasonable and lawful purpose. During the time here provided in this Section, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the demised premises customary signs advertising the demised premises for lease or to display.

21. Indemnity and Exemption.  
A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees, or to any other persons whomsoever for any injury to persons or damage to property on or about the demised premises or any adjacent areas or property thereon caused by the negligence or misconduct of Tenant, Tenant's employees, servants, invitees, subcontractors, independent contractors, concessionaires or others operating on the demised premises under express or implied invitation of Landlord or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default of Tenant or performance of Tenant's obligations hereunder, and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from all loss, expense or claims arising out of such damage or injury.  
B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by other cause, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, or by the source of damage or by fire, explosion, falling object or falling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in construction of any private, public or quasi-public work, or of any other persons whomsoever, excepting those caused by authorized agents and employees of Landlord.

22. Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:  
A. Failure of Tenant to pay any installment or rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.  
B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent, or to pay any money and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.  
C. Insolvency, the making of an assignment for the benefit of creditors or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.D. Failure of a creditor under any section or chapter of the National Bankruptcy Act, as amended, or under any other law relating to the United States Bankruptcy Code, to file a petition for relief by Tenant or any guarantor of Tenant's obligations or adjudication as a bankrupt or insolvent proceeding against Tenant or any guarantor.E. Appointment of a receiver, trustee or liquidator or any other officer or person to take charge of all or any part of Tenant's assets.F. Appointment by Tenant of any substantial portion of the demised premises or possession of use of the demised premises for any purpose other than that intended by this Lease.

23. Remedies of Landlord. Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the right to pursue any one or more of the following remedies without the notice or demand of any other person:  
A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may take, take possession of the demised premises and cause the same to be operated, repaired and maintained and have possession of the demised premises and control of the same until such time as the person who may be occupying the demised premises is fully satisfied in writing that the same are in a condition suitable for the operation, maintenance and repair of the demised premises and the amount of all loss and damages which Landlord may incur in connection with the operation, maintenance and repair of the demised premises on said conditions is fully satisfied.  
B. If Tenant fails to surrender the demised premises, Landlord shall immediately surrender the demised premises to Landlord. If Tenant fails to surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may take, take possession of the demised premises and cause the same to be operated, repaired and maintained and have possession of the demised premises and control of the same until such time as the person who may be occupying the demised premises is fully satisfied in writing that the same are in a condition suitable for the operation, maintenance and repair of the demised premises and the amount of all loss and damages which Landlord may incur in connection with the operation, maintenance and repair of the demised premises on said conditions is fully satisfied.

24. Assignment. This Lease shall not be assigned, sublet, transferred, or in any manner be subject to any lien or other claim of any person or entity, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

25. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all other agreements, understandings or negotiations between Landlord and Tenant, whether written or oral, made prior to the date of this Lease.

26. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original copy of this Lease, and all of which, when taken together, shall constitute one and the same agreement.

27. Governing Law. This Lease shall be governed by the laws of the State of California.

28. Notices. All notices under this Lease shall be in writing and shall be deemed to have been given if delivered to the party to whom such notice is directed at the address set forth in this Lease or if mailed to such address by registered mail, return receipt requested, or by overnight delivery service.

29. Waiver. The failure of Landlord to exercise any right or remedy provided herein shall not constitute a waiver of such right or remedy, and the exercise of any such right or remedy shall not constitute a waiver of any other right or remedy.

30. Assignment. This Lease shall not be assigned, sublet, transferred, or in any manner be subject to any lien or other claim of any person or entity, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.



...of the premises, shall be liable for the cost of such repairs. In determining the amount of such cost, the cost of the materials and labor shall be based on the current market prices for such materials and labor at the time of such repairs. The cost of such repairs shall be based on the current market prices for such materials and labor at the time of such repairs.

23. **Force Majeure.** If the demised premises are damaged or destroyed by fire, flood, earthquake, or other cause beyond the control of either party, the Lease shall terminate on the date of such destruction. The parties shall be relieved of their obligations under this Lease, and the Lease shall be deemed to have been terminated on the date of such destruction. The parties shall be relieved of their obligations under this Lease, and the Lease shall be deemed to have been terminated on the date of such destruction.

24. **Default by Landlord.** No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or render Landlord liable for damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay rent) or grant Tenant any right of deduction, abatement, set-off or recoupment of rent. Landlord shall be deemed to have defaulted under this Lease if Landlord fails to cure such default within thirty (30) days after Tenant has given Landlord written notice of such default. If such default is not cured within said thirty (30) day period, then within an additional reasonable period of time, but in no event shall such default be cured within said thirty (30) day period and thereafter is diligently attempting to cure such default. If Landlord fails to cure such default within said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to:

(i) Proceed to cure such default and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding rental installment(s) due by Tenant to Landlord hereunder; or

(ii) Proceed to cure such default and bring suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give such notice required hereinabove to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action by Landlord undertaken by such mortgagee as if such curative action had been taken by Landlord.

25. **Waiver of Subrogation.** Each party hereby waives any and every claim which arises or may arise in such party's favor against the other party hereunder during the term of this Lease for any and all loss of or damage to, any of such party's property located within the demised premises or constituting a part of the demised premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies in effect. At such loss or damage is recoverable under such insurance policies. Such mutual waiver of subrogation shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereunder. Inasmuch as such mutual waiver will produce the assignment of any Florida Automobile Liability Insurance Policy and any other insurance company hereby agrees immediately to be bound by the terms of such policy and to extend coverage insurance, written notice of the terms of such policy and company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such policy, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such policies, coverages by reason of such waiver.

26. **Title to Improvements.** Any and all improvements on the demised premises shall become the property of Landlord upon the expiration or termination of this Lease, provided, however, that Tenant is not then in default hereunder. Tenant shall have the right to remove all personal property and trade fixtures, owned by Tenant from the demised premises, but Tenant shall be required to repair and restore the demised premises to the condition in which they were in at the time of such removal, and to pay the cost of such repairs and restoration. Landlord may, at its option, require Tenant to promptly perform such repairs and restoration in the condition in which the same existed at the date hereof, in which event Tenant shall promptly perform such repairs and restoration at its sole cost and expense.

27. **Maintenance and Materialmen's Liens.** Tenant agrees to indemnify and hold Landlord harmless of and from all liabilities and claims of the kind of any mechanics or materialmen's liens against the demised premises by reason of any addition or omission of Tenant to the demised premises, and Landlord shall be entitled to set off against any such claims the amount expended by Landlord in the performance of its obligations hereunder. Landlord shall not be bound by any such claims unless Landlord has received written notice of such claims within fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure to do so shall constitute a waiver by Tenant to bond such liens or other funds with appropriate parties to protect Landlord's interest in the demised premises.

28. **Title.** Tenant agrees to the demised premises, subject to the Base Lease and the Rules and Regulations, and to the Governmental authority having jurisdiction over the demised premises.

29. **Quiet Enjoyment and Subordination.** Landlord covenants, represents and warrants that Landlord has the right, power and authority to execute and perform in this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rent hereunder, shall have quiet enjoyment of the demised premises during the full term of this Lease, provided, however, that Tenant accepts this Lease subject to and subordinated to any recorded mortgage, deed of trust or other lien presently existing upon the demised premises. Landlord further hereby irrevocably and exclusively grants, conveys, transfers, conveys, conveys and assigns, with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises; provided, however, that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant attorn to the mortgagee, its successors and assigns, and periodically thereafter, covenants and conditions required by the terms of this lease, and (ii) in the event of foreclosure of any mortgage and effect to subordinate the rights of Tenant hereunder shall expressly survive and this Lease shall in all respects continue in full force and effect to bind the parties to the mortgagee, its successors and assigns, and to the purchaser. Tenant also agrees upon demand to execute all instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that the Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

30. **Rent on Net Return Basis.** Except for the extra due under the Base Lease during the time that AAT is the Landlord, the rent hereunder is intended that the rent provided for in this Lease shall be an absolute net return to Landlord for the term of this Lease, and all expenses, charges and taxes which are assessed to the demised premises, including, without limitation, maintenance, repairs, real estate taxes, property taxes and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

31. **Holding Over.** If Tenant or any of Tenant's successors in interest fail to surrender the demised premises to Landlord at the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month, and Tenant shall be liable for the rent hereunder on a month-to-month basis from the expiration of the term of this Lease until the date of the next rent payment due by Tenant to Landlord, and Tenant shall be deemed to have accepted this Lease on the same terms and conditions as set forth herein.

32. **Waiver of Default.** No waiver by the parties hereof of any default or breach of any term, condition or covenant hereunder shall be deemed to constitute a subsequent default or breach of the same or any other term, condition or covenant hereunder.

33. **Release of Landlord Upon Transfer.** All of Landlord's personal liability for the performance of the terms and conditions of this Lease, except for the rent, is assigned prior to such transfer and shall terminate upon the transfer of the demised premises to the transferee, provided that the transferee shall assume the obligations of Landlord hereunder, and Landlord shall be deemed to have released its obligations to the transferee upon the date of such transfer.

34. **Assignment of Rights.** Landlord agrees to assign to the transferee all of Landlord's rights, title and interest in and to the demised premises, and to execute all instruments necessary to effect such assignment, and to execute all instruments necessary to effect such assignment, and to execute all instruments necessary to effect such assignment.

35. **Entire Agreement.** This Lease and the Rules and Regulations constitute the entire agreement between the parties hereto, and no oral or written agreement, understanding or arrangement, whether made before or after the date hereof, shall be binding on the parties hereto unless it is in writing and signed by both parties.

36. **Counterparts.** This Lease may be executed in counterparts, and all counterparts when taken together shall be deemed to constitute one and the same agreement, and all of which when taken together shall be deemed to constitute one and the same agreement, and all of which when taken together shall be deemed to constitute one and the same agreement.

37. **Severability.** If any provision of this Lease is held to be unenforceable, the remainder of this Lease shall nevertheless remain in full force and effect, and the parties hereto agree to execute all instruments necessary to effect such severability.

38. **Assignment of Rights.** Landlord agrees to assign to the transferee all of Landlord's rights, title and interest in and to the demised premises, and to execute all instruments necessary to effect such assignment, and to execute all instruments necessary to effect such assignment.

36. **Force Majeure.** In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God (fire, flood, pestilence, shortage of materials or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord), the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

37. **Interest on Tenant's Obligations and Manner of Payment.** All monetary obligations of Tenant to Landlord under this Lease remaining unpaid 120 days after the due date of the same (if no due date has been established under other provisions hereof) shall bear interest from the date when Landlord demands payment from Tenant (in writing) shall bear interest at the rate of ten percent (10%) per annum from and after said term (10%) day until paid. If more than two (2) days during the term of the Lease Tenant's personal obligations are not paid by the date on which it is due for a whole or in part, Landlord may require by giving written notice to Tenant, that all monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, check, certified check, money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of monetary obligations. Any advance by Landlord of a personal or corporate check after such notice shall not be deemed payment in whole or in part of Landlord to require other payments as required by said notice.

38. **Independent Contractor.** It is understood and agreed that in leasing and operating the demised premises, Tenant is acting under contract and is not acting as agent, partner, joint venturer or employee of Landlord.

39. **Force Majeure.** In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God (fire, flood, pestilence, shortage of materials or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord), the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

40. **Exhibits.** All exhibits, attachments, amendments and instruments and addenda referred to herein shall be considered a part hereof and shall have the same force and effect as if copied verbatim herein.

41. **Use of Language.** Words of any gender used in this Lease shall be held and construed to include any other gender and the singular shall be held to include the plural, unless the context otherwise requires.

42. **Captions.** The captions, headings or paragraphs in this Lease are inserted for convenience only and shall not be deemed to constitute the provisions or modify in any way the provisions of this Lease.

43. **Successors.** The terms, conditions and covenants contained in this Lease shall apply to and bind the heirs, assigns, successors, assigns, executors, administrators, legal representatives, personal representatives, and assigns of both parties. All rights, interests, obligations, liabilities and duties of Landlord under this Lease, including but not limited to those required or permitted to be performed by Landlord, shall be deemed to be performed by Landlord or its assigns, and Landlord's option, belief and proper judgment, and agent or attorney.

44. **Severability.** If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. **Notices.** Any notice or document required or permitted to be delivered hereunder may be delivered in person by hand, or by registered mail, or by certified mail, return receipt requested, addressed to the parties at the addresses indicated below or at such other addresses as may be designated by written notice or agreed in accordance herewith.

<p>LANDLORD</p> <p>Addison Airport of Texas, Inc. P. O. Box 24257 Dallas, Texas 75224 City of Addison, Texas</p> <p><u>P. O. Box 144</u> <u>Addison, Texas 75001</u></p>	<p>“TENANT”</p> <p>Bunnell Properties, Inc. 14851 Dallas Parkway, Suite 500 Dallas, Texas 75240</p> <p>950-7704</p>
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46. **Fees or Commissions.** Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any broker's, agents' or finder's fees or commissions agreed to by such party arising from the execution of this Lease and the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

47. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

48. **Governing Law and Venue.** This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. **Entire Agreement and Amendments.** This Lease, consisting of forty-nine (49) paragraphs and Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

EXECUTED as of the day, month and year first above written.

\*\*\*\*\*

The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.

\*\*\*\*\*

<p>LANDLORD</p> <p>ADDISON AIRPORT OF TEXAS, INC.</p> <p>By: <u>[Signature]</u></p> <p>Ts: <u>[Signature]</u></p> <p>CITY OF ADDISON, TEXAS</p> <p>By: <u>[Signature]</u></p> <p>Ts: <u>[Signature]</u></p> <p>Tenant: Bunnell Properties, Inc.</p> <p>By: <u>[Signature]</u></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1951

Connelly L. James  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Julius Padden  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of November, 1951



Henry Stuart  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Russell  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1951

Connelly L. James  
Notary Public  
Dallas  
County, Texas

ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Bunnell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.


D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 15, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

*Sett*

CHICAGO TITLE INSURANCE COMPANY  
12750 MERIT DRIVE  
SUITE 132  
DALLAS, TEXAS 75251

STATE OF TEXAS COUNTY OF DALLAS  
I, COUNTY CLERK, HEREBY FILE THIS INSTRUMENT AND STATE  
DATE AND TIME SAME WERE FILED BY ME AND WAS COPY TO  
CORDED IN THE VOLUME AND PAGE OF THE INSTRUMENT RECORDS  
OF DALLAS COUNTY, TEXAS AS STATED HEREON BY ME.

DEC 30 1983

 *Earl Ballinger*  
COUNTY CLERK, Dallas County, Texas

83 DEC 29 PM 3:58

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404918-K (176)

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §  
SETTLEMENT AND FIRST AMENDMENT  
TO LEASE AGREEMENT 2140412  
11/03/97 728168 \$27.00

This Settlement and First Amendment to Lease Agreement (the "Agreement") is made and entered into this 22 day of April, 1997 by and between the Town of Addison, Texas (the "City"), Addison Airport of Texas, Inc. ("AATI") (the City and AATI are hereinafter referred to together as the "Landlord"), and Concourse Plaza, Ltd., a Texas limited partnership (the "Tenant").

WHEREAS, Landlord and Bunnell Properties, Inc., Tenant's predecessor in interest, entered into a Ground Lease dated October 11, 1983 (copy attached as Exhibit A and hereinafter referred to as the "Ground Lease") of certain real property (the "demised premises" as defined and described in the Ground Lease, and herein referred to as the "Original Demised Premises) located within the Addison Airport and adjacent to Keller Springs Road and

WHEREAS, the rights, duties and obligations of Bunnell Properties, Inc. under the Ground Lease were assigned to Tenant by that Assignment of Lease dated December 1, 1983 (copy attached as Exhibit B); and

WHEREAS, a portion of the Original Demised Premises is to be taken (the "Part Taken", and being Area B on Attachment 1 to Exhibit C attached hereto and incorporated herein) by the Texas Turnpike Authority for the purpose of constructing a toll tunnel under the Addison Airport in order to connect the eastern and western termini of Keller Springs Road (the "Toll Tunnel Project"); and

WHEREAS, as a result of the taking of the Part Taken by the TTA for the Toll Tunnel Project, Landlord and Tenant desire to amend the Ground Lease by amending the description of the Original Demised Premises to provide for a continuation of the Ground Lease; and

WHEREAS, Landlord and Tenant acknowledge and agree that in the absence of their cooperation and agreement as set forth herein, the TTA would exercise its power of eminent domain to acquire the Part Taken; and

WHEREAS, in order to expedite the Toll Tunnel Project and to avoid the costs, expenses and inconvenience of prosecuting an eminent domain lawsuit, Landlord and Tenant have worked together to reach a full and final agreement and settlement of all issues regarding the interests of Landlord and Tenant in the demised premises and the extent of damages incurred by Tenant as a result of the Toll Tunnel Project, the terms of which agreement and settlement are set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the benefits flowing to the parties hereto, and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Landlord and Tenant contract and agree as follows:

1. **Incorporation of premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
2. **Amendment to Ground Lease.** The Ground Lease is hereby modified and amended as follows:
  - A. *Demised Premises:* Exhibit A to the Ground Lease, being the description of the Original Demised Premises, is amended to read as set forth in Exhibit C (the "Amended Demised Premises") attached hereto and incorporated herein.
  - B. Except to the extent modified or amended herein, all other terms and obligations of the Ground Lease shall remain unchanged and in full force and effect.
3. **Landscaping.** As a result of the Toll Tunnel Project, a portion of the landscaping along the most northerly property line of the demised premises (and being adjacent to the proposed Keller Springs right-of-way) will be damaged. In conjunction with the construction of the Toll Tunnel Project, the City shall, at its sole cost and expense, replace the damaged landscaping along the Keller Springs right-of-way line to as good a condition as before the construction of the Toll Tunnel Project. Trees that require removal as a result of the Toll Tunnel Project will be replaced with 6-8 inch (measured 4 feet from the ground ) caliper trees of similar type. Upon completion of the Toll Tunnel Project, the City will restore irrigation to cover the entire greenway between the parking lot and the southern curb of Keller Springs.
4. **Curbing and Parking.** City shall add curbs and stripe the parking lot at its sole cost and expense. Tenant shall have the right to approve curbing and striping before it is started, provided such approval shall not be unreasonably withheld. Parking spaces shall be a minimum 9'x18'.
5. **Access.** The City shall not block access to the rear of the building. The Demised Premises will not be used for general access to the Airport during the period that Keller Springs is not usable or during any construction period.
6. **Dumpster.** The City will relocate the dumpster enclosure at its sole cost and expense. Tenant shall have the right to approve the location of the dumpster enclosure. The dumpster enclosure shall be constructed using brick and shall retain its current appearance.

7. **Release; Indemnity.** Tenant does hereby fully and completely compromise, settle, remise, release and forever discharge Landlord of and from any and all claims, actions, causes of action, liability or lawsuit of any kind whatsoever (including any claim, action, cause of action, or lawsuit for any fees, costs or expenses), known or unknown, in law or in equity, which Tenant has or may have against either Landlord relating to, in whole or in part, the value of or damages to the Original Demised Premises, or any part thereof, as a result of the taking of the Part Taken for the Toll Tunnel Project.

Tenant shall indemnify the City and AATI, their officials, officers, employees and agents against, and hold the City and AATI, their officials, officers, employees and agents harmless from, any and all costs, expenses, charges or fees in the event any person ever institutes suit or files a claim against the City or AATI with respect to the value of or damages to the Original Demised Premises, or any part thereof, as a result of the taking of the Part Taken for the Toll Tunnel Project; such indemnification shall include, but is not limited to, the amounts of said claims, and the cost of defending them, including attorneys fees and court costs. The provisions of this Paragraph 7 shall survive the termination of this Agreement.

8. **Landlord Indemnity.** The City shall, at its own cost and expense, defend, indemnify and hold harmless the Tenant, its directors, officers, partners, agents, employees and assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including reasonable attorneys' fees and expenses (including reasonable attorneys' fees and expenses on appeal), or any of them, resulting from the death or injury to persons (including employees of Landlord) or damage to any property, caused by the construction of the Toll Tunnel Project.

Landlord shall, at its own cost and expense, reimburse Tenant for any and all costs and expenses (including property replacements costs) arising from damage to or loss of Tenant's property or third party property at Concourse Plaza caused by the construction of the Toll Tunnel Project.

9. **Miscellaneous.**


- A. *Governing Law; Venue.* This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Dallas County, Texas. Venue for any action under this Agreement shall be in Dallas County, Texas.

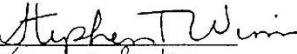
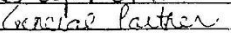
- B. *Legal Construction.* In case any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
- C. *Entire Agreement.* This Settlement Agreement represents the entire and integrated agreement between Landlord and Tenant relative to the Toll Tunnel Project and the damages resulting therefrom and supersedes all prior negotiations, representations and/or agreements, either written or oral.
- D. *Amendment.* This Settlement Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City, AATI and the Grantee.
- E. *Authority to execute.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Settlement Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.

LANDLORD  
TOWN OF ADDISON, TEXAS

TENANT  
CONCOURSE PLAZA, LTD.

By:   
Ron Whitehead, City Manager

By:   
Its: 

ADDISON AIRPORT OF TEXAS, INC.


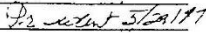
By:   
Sam Stuart, 

EXHIBIT A



83-147-109211-FF 13-00 - CTLE ①  
THE STATE OF TEXAS  
COUNTY OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1988, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City," Addison Airport, Texas, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and Bunnell Properties, Inc., a Texas Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease") between the City and Addison Airport, Inc. (predecessor of AATI); and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas, the Airport being delineated in a plat attached hereto as Exhibit B; and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Base Lease: All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written verbatim herein, and Tenant by Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same relate to the demised premises and/or the use and occupancy thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. Definition of Landlord and Effect of Default under the Base Lease: The term "Landlord" as hereinafter used in this Lease shall mean either AATI or the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that (i) until such time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI; and (ii) that default by AATI under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. Term: The term hereof shall commence on the earlier of October 1, 1988, or the first day of the first calendar month after Tenant completes the construction hereinafter described and opens for business at the demised premises (the applicable date being hereinafter referred to as the "Commencement Date"), and shall end four hundred eighty (480) months thereafter, provided, however, that any entry upon the demised premises by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

4. Rental: Subject to adjustment as hereinafter provided, Tenant agrees to pay to Landlord, without offset or deduction, for the demised premises at the rate of SIXTEEN HUNDRED SEVEN DOLLARS AND 00/100 per month, the first of such monthly installment shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. Adjustment of Rental: Commencing on the second anniversary of the Commencement Date and on every bi-annual anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumers' Price Index-All Items for the Dallas, Texas Metropolitan Area (hereinafter referred to as the "Price Index") as it existed on the Commencement Date and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible shall be substituted hereof.

6. Use of Demised Premises and Construction of Improvements: The demised premises shall be used and occupied by Tenant only for the following purposes: sale of aircraft and aircraft parts, aircraft maintenance and repair, aircraft storage, aircraft training, aircraft charter, and aircraft rentals, and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

These improvements consist of a combination office/airplane hangar facility containing approximately 42,500 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction prints to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a first class, workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. Acceptance of Demised Premises: Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. Securing Governmental Approvals and Compliance with Law: Tenant at Tenant's sole cost and expense shall obtain any and all governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises. Tenant shall comply at all times with all governmental laws, ordinances and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the demised premises, all at Tenant's sole cost and expense.

9. Assignment, Subletting and Mortgaging of Leasehold Estate:

A. Without the prior written consent of Landlord, Tenant may not assign this Lease or any rights of Tenant hereunder (except to a leasehold mortgage as hereinafter provided) or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to all the terms and provisions of this Lease, including the provisions of paragraph 6 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a novation. In the event of the occurrence of an event of default while the demised premises are assigned or sublet, Landlord, in addition to any other remedies provided herein or by law, may at Landlord's option, collect directly from such assignee or subtenant all rents becoming due under this Lease, and assignee or subtenant shall remain liable to Landlord hereunder. No direct collection by Landlord from any such assignee or subtenant shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant created hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises approved from time to time by Landlord in writing. In the event that Tenant pursuant to mortgages or deeds of trust mortgages the leasehold estate of Tenant created hereby, the leasehold mortgages shall in no event become personally liable to perform the obligations of Tenant under this Lease unless and until said mortgage becomes the owner of the leasehold estate pursuant to foreclosure or transfer in lieu of foreclosure or otherwise, and thereafter said leasehold mortgage shall remain liable for such obligations only as long as such mortgage becomes the owner of the leasehold estate. Notwithstanding the foregoing, it is specifically understood and agreed that such mortgaging by Tenant and/or any action taken pursuant to the terms of such mortgage shall not release Tenant from its obligation to pay the rental due hereunder and otherwise fully perform the terms and conditions of this Lease.

C. All mortgages of lands of trust already Tenant mortgages the leased estate of Tenant created hereby shall continue in full effect until the expiration of the term hereof. Landlord shall not exercise its right to accelerate the debt of Tenant or its successors and/or assignees for default or breach of any of the covenants or conditions of the mortgage or deed of trust, and will advise Landlord during such fifteen (15) day notice period to cure Tenant's default and prevent acceleration and/or foreclosure proceedings, and thereafter Landlord has the option to assume Tenant's position under said mortgages or deeds of trust.

D. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice to such effect has been given to Landlord, to give the holder of such leasehold mortgage at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee at such address or addresses as may be specified in such written notice to Landlord in writing, written notice of any default hereunder by Tenant, simultaneously with the giving of such notice to Tenant, and the holder of any such leasehold mortgage shall have the right, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make payment as may be necessary or appropriate to cure any such default as specified, it being the intention of the parties hereto that Landlord shall not exercise Landlord's right to terminate this Lease without first giving any such leasehold mortgage the notice provided for herein and affording any such leasehold mortgagee the right to cure such default as provided for herein.

E. Landlord further agrees to execute and deliver to any proposed leasehold mortgagee of Tenant a "Non-Disturbance Agreement" wherein Landlord agrees that Landlord will (i) recognize such mortgage and its successors and assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors and assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such proposed leasehold mortgagee any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby, provided, however, that Landlord shall never be required to subordinate Landlord's interest in the demised premises to the mortgage of such proposed leasehold mortgagee.

10. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord a "paid receipt" or other written evidence that all such taxes have been paid by Tenant.

11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this Lease, deliver up the demised premises clean and free of trash and in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs thereof expended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand.

12. Alterations, Additions and Improvements: After completion of the improvements described in paragraph 6, Tenant shall not make any openings in the roof or exterior walls, or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements made to the demised premises shall be performed in a first class, workmanlike manner and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection therewith.

13. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning, and other risks from time to time included under standard extended coverage policies, and sprinkler, vandalism and malicious mischief, all in amounts sufficient to prevent Landlord or Tenant from becoming contributors of any loss under the applicable policies but in any event in amounts not less than eighty percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the demised premises, such insurance to afford protection to Landlord of not less than \$500,000.00 with respect to any one person; \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or about the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time are commonly obtained in the case of property similar to such improvements.

(vi) Manager/keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per accident and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of Tenant.

(vii) During any period of construction, a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (i) shall be issued by insurance companies acceptable to Landlord, (ii) shall name Landlord as an additional insured or loss payee, as the case may be, and (iii) shall provide for at least ten (10) days written notice to Landlord prior to cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

14. Casualty Damage or Destruction:

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, whether or not the insurance proceeds, if any, payable or account of such damage and/or destruction shall be sufficient for such purpose, at Tenant's sole cost, risk and expense will promptly commence and complete the restoration, repair and replacement of such buildings, structures and equipment as nearly as possible in their original condition and character, immediately prior to such damage and destruction, with such alterations and additions thereto as may be approved in writing by Landlord thereinafter sometimes referred to as the "Restoration".

C. All insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be protected in acting upon any certificate believed by Landlord to be genuine and to have been executed by the proper party and shall receive such certificate as conclusive evidence of any factor as to any matter therein set forth. Such certificate shall be fully warranted, authorized and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, less the costs, fees and expenses incurred by Landlord and Tenant in the collection thereof, including, without limitation, adjuster's and attorney's fees and expenses, shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or its Tenant may elect from time to time as Restored. Landlord shall pay (or reimburse Tenant for the cost of) Restoration, upon written request of Tenant to Landlord accompanied by a certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work and materials, in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a complete part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration and (ii) an opinion of counsel satisfactory to Landlord that there exists no mechanics, materialmen and suppliers liens for labor or materials except such, if any, as are satisfied by the payment of the amount requested.

(ii) Upon receipt by Landlord of evidence of the availability of the foregoing proceeds, and (iii) the Restoration shall

15. In the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently prosecute the completion of same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant thirty (30) days prior written notice requesting the commencement of Restoration or that Tenant diligently prosecute to the completion of same. Tenant shall retain the insurance proceeds, and Tenant shall pay any deficiency if such proceeds are not sufficient for Restoration.

15. Condemnation:  
A. If during the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or is sold to a condemning authority under threat of condemnation, and after such taking by or sale to said authority the remainder of the demised premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises and Landlord shall refund to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.

B. If after such taking by or sale to said condemning authority the remainder of the demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to paragraph 5, by a fraction, the numerator of which shall be the number of square feet remaining in the demised premises after the taking by or sale to said condemning authority and the denominator of which shall be the square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.

C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the cost and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interest may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. Utilities. Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and to Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, tap-in fees and services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. Common Facilities. Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use: common facilities, improvements, equipment and service, which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, means of ingress and egress to the demised premises, other airport installations, and all other reasonable services which may be provided without charge from time to time by Landlord in operating the Airport. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be rearranged, modified, changed or terminated from time to time at Landlord's sole discretion.

18. Rules and Regulations. Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written verbatim herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, notify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other Tenants and customers of the Airport.

19. Signs and Equipment. After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right from time to time to install and operate advertising signs and radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. Landlord's Right of Entry. Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises (i) to inspect the general condition and state of repair thereof, (ii) to make repairs permitted under this Lease, (iii) to show the demised premises to any prospective tenant or purchaser or (iv) for any other reasonable and lawful purpose.

During the final one hundred eighty (180) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to erect and maintain on or about the demised premises customary signs advertising the demised premises for lease or for sale.

21. Indemnity and Exculpation:  
A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, servants, customers, invitees or to any other person whatsoever for any injury to persons or damage to property on or about the demised premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, servants, customers, invitees, subcontractors, licensees, or concessionaires or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use, performance of Tenant's obligations hereunder, or arising out of the conduct of Tenant's business thereon, or arising out of the loss, expense or claims arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or damages or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in connection of any private, public or quasi-public work, or of any other persons whatsoever, excepting only such authorized agents and employees of Landlord.

22. Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:  
A. Failure of Tenant to pay any installment of rent or any other sum payable in Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof to Tenant.

C. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations, or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Abandonment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any substantial portion of the demised premises or cessation of use of the demised premises for the purpose leased.

23. Remedies of Landlord. Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the option to pursue any one or more of the following remedies without the notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to surrender the demised premises, Landlord may, without prejudice to any other remedy which Landlord may have for possession of the demised premises or arrears in rent, enter upon and take possession of the demised premises and cease or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for possession of any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise.

B. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord. If Tenant fails to surrender the demised premises or arrears in rent, enter upon and take possession of the demised premises and cease or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for possession of any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damages which Landlord may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms or otherwise. In the event of such termination, the total amount of all monthly rents and other amounts to be paid by Tenant to Landlord hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Lease over the fair market rental value of the demised premises set forth in the unexpired portion of the term of this Lease.

C. Enter upon and take possession of the demised premises without terminating this Lease and without being liable for possession of any claim for damages therefor, and cease or remove Tenant and any other person who may be occupying the demised premises or any part thereof, without being liable for possession of any claim for damages therefor.

11/1/77



Landlord and Tenant, including but not limited to the following: (a) the right of the Landlord to terminate this Lease if the Tenant fails to cure such default within the cure period specified in this Lease.

Landlord agrees that from time to time, upon notice that ten (10) days prior to which must be given by Tenant, Landlord will provide to Tenant a statement in writing certifying that:

- A. This Lease is unmodified and in full force and effect for all there have been modifications, that the Lease as modified is in full force and effect and stating the modifications;
- B. The dates to which rent and other charges have been paid;
- C. Tenant is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached thereto.

37. Interest on Tenant's Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease remaining unpaid ten (10) days after the due date of the same (if no due date has been established under other provisions hereof, the "due date" shall be the date upon which Landlord demands payment from Tenant) in whole or in part shall bear interest at the rate of ten percent (10%) per annum from and after said tenth (10th) day until paid. If more than twice during the term of the Lease Tenant is required to provide a check is not paid by the bank on which it is drawn for whatever reason, Landlord may require by giving written notice to Tenant that the payments of all monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, cashier's check, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. Any acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or estoppel of Landlord to require other payments as required by said notice.

38. Independent Contractor. It is understood and agreed that in leasing and operating the demised premises, Tenant is acting as an independent contractor and is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

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

41. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

42. Captions. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

43. Successors. The terms, conditions and covenants contained in this Lease shall apply to and bind the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any rights required or permitted to be delivered by Landlord to Tenant hereunder, may at Landlord's option, be exercised or performed by Landlord's agent or attorney.

44. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices. Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have been previously specified by written notice delivered in accordance herewith.

LANDLORD

TENANT

Addison Avion of Texas, Inc.  
P. O. Box 34367  
Dallas, Texas 75234  
City of Addison, Texas

Bunnell Properties, Inc.  
1495 Dallas Parkway, Suite 900  
Dallas, Texas 75240

P. O. Box 144  
Addison, Texas 75001

980-7704

46. Fees or Commissions. Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers', agents' or finders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

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

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of forty-nine (49) paragraphs and Exhibits A through E attached hereto, embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement hereafter made shall be effective to change, modify, discharge or effect an amendment to this Lease, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of such change, modification, discharge or amendment is sought.

EXECUTED as of the day month and year first above written.

LANDLORD

ADDISON AVION OF TEXAS, INC.

By: *[Signature]*

Its: *[Signature]*

CITY OF ADDISON, TEXAS

By: *[Signature]*

Its: *[Signature]*

TENANT: Bunnell Properties, Inc.

By: *[Signature]*

The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 19 52

Beatty P. Jones  
Notary Public  
Dallas  
County, Texas



STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Piddin  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of November, 19 53



Beatty P. Jones  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Lunnell  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 19 53



Beatty P. Jones  
Notary Public  
Dallas  
County, Texas

7466

ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Bunnell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.

D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

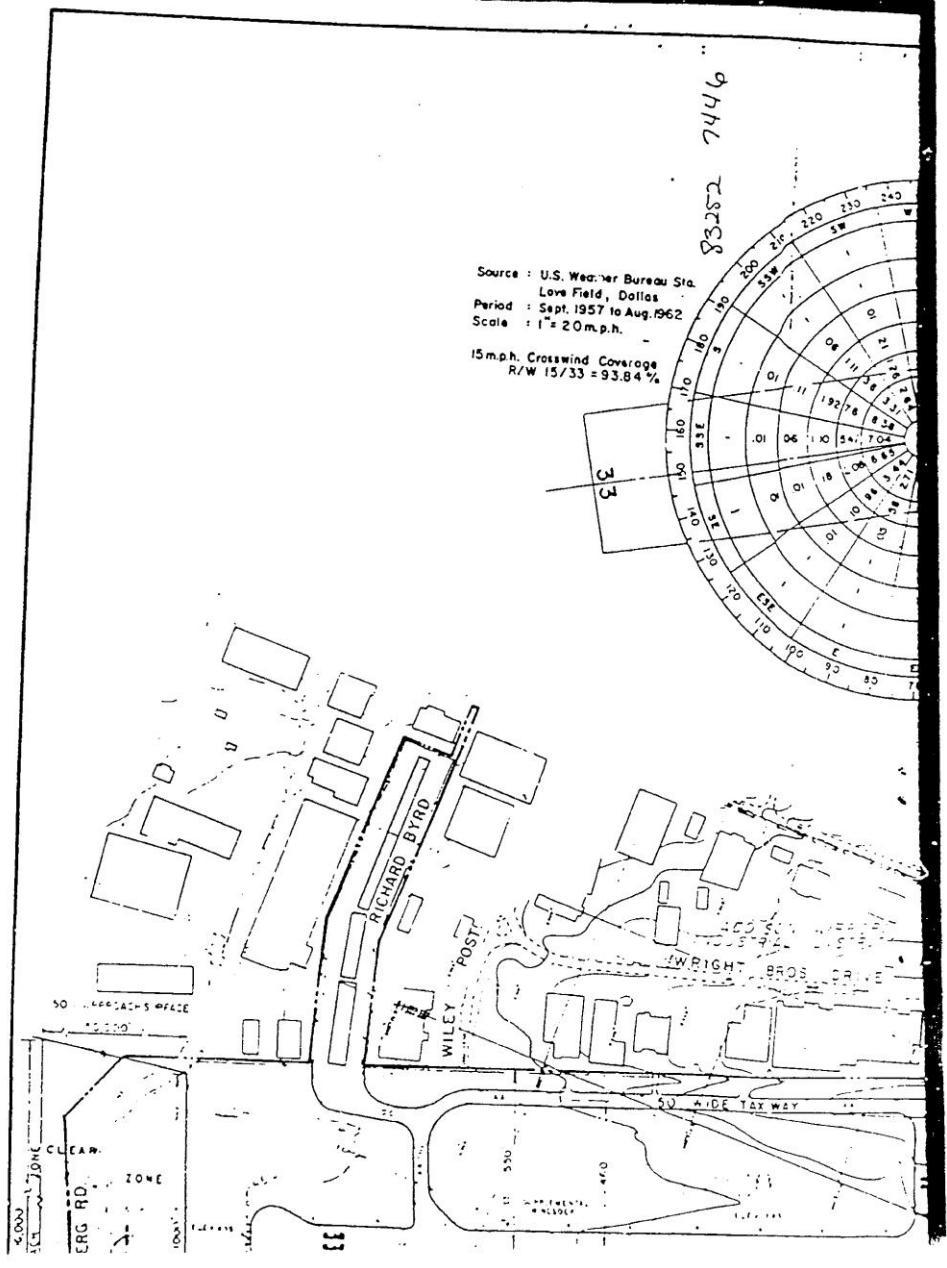
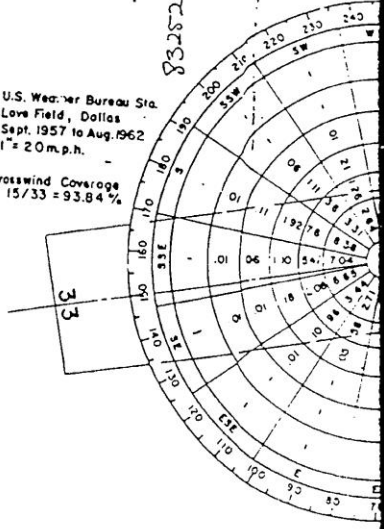
10/11/83

*[Handwritten signature]*

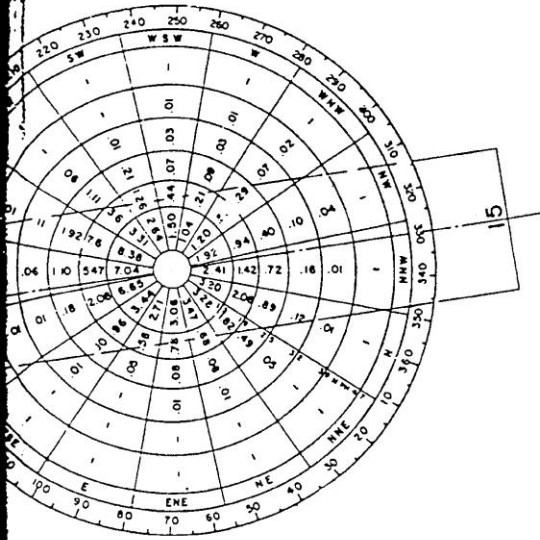
83282 7446

Source : U.S. Weather Bureau Sta.  
Love Field, Dallas  
Period : Sept. 1957 to Aug. 1962  
Scale : 1" = 20 m.p.h.

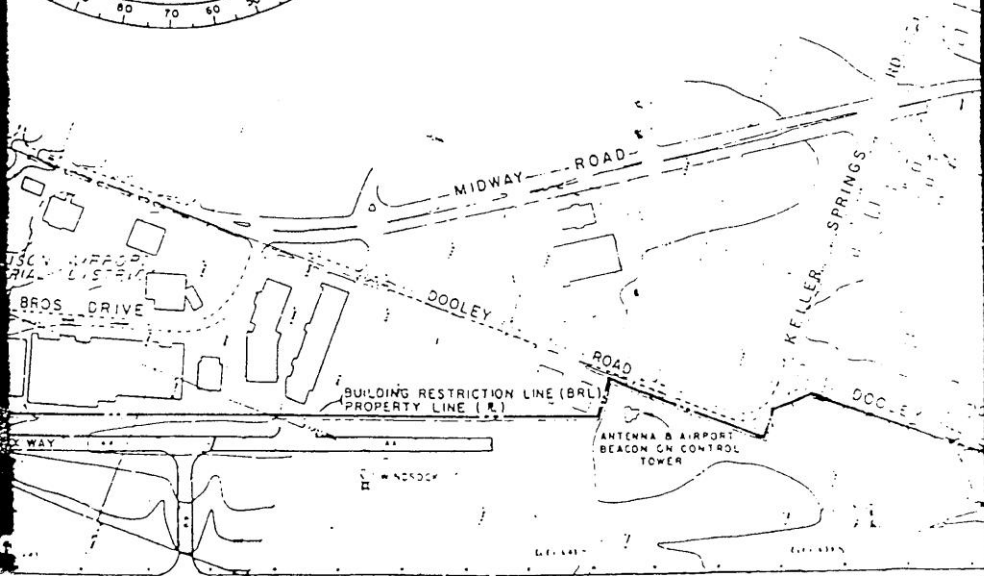
15 m.p.h. Crosswind Coverage  
R/W 15/33 = 93.84%







83252 7147





EX. B

83252 7440

BASIC RUNWAY DATA TABLE

	RUNWAY 15/33	
	EXISTING	ULTIMATE
EFFECTIVE GRAD. ENT. (IN%)	0.03	SAME
% WIND COVERAGE	93.84	SAME
INSTRUMENT RUNWAY	YES	YES
PAVEMENT STRENGTH	805,1000 1600T	SAME
APPROACH SURFACE	50:1 BOTH	SAME
RUNWAY LIGHTING	MIRL	SAME
RUNWAY MARKINGS	ALL WEATHER	SAME
NAVIGATIONAL AIDS	ILS	SAME

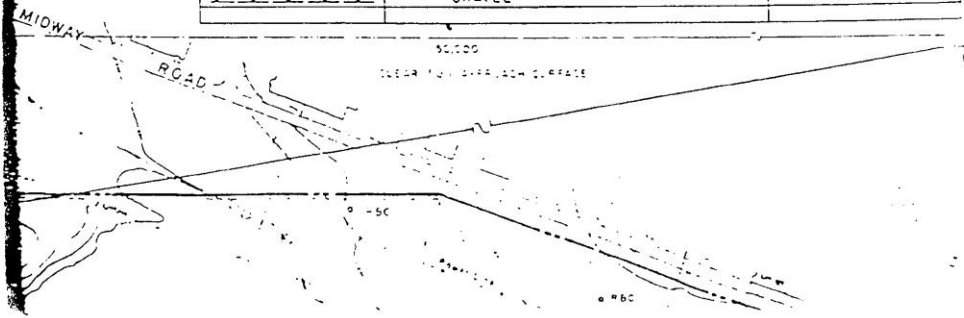
BASIC AIRPORT DATA TABLE

	EXISTING	ULTIMATE
AIRPORT ELEVATION, M.S.L.	643.00	
AIRPORT REFERENCE POINT (ARP) COORDINATES	LAT 32° 58' 10.585" LNG. 96° 50' 08.482"	SAME
MEAN MAX TEMP. OF HOTTEST MONTH	96.1° F	SAME
AIRPORT AND TERMINAL NAVIGATIONAL AIDS	ILS	SAME

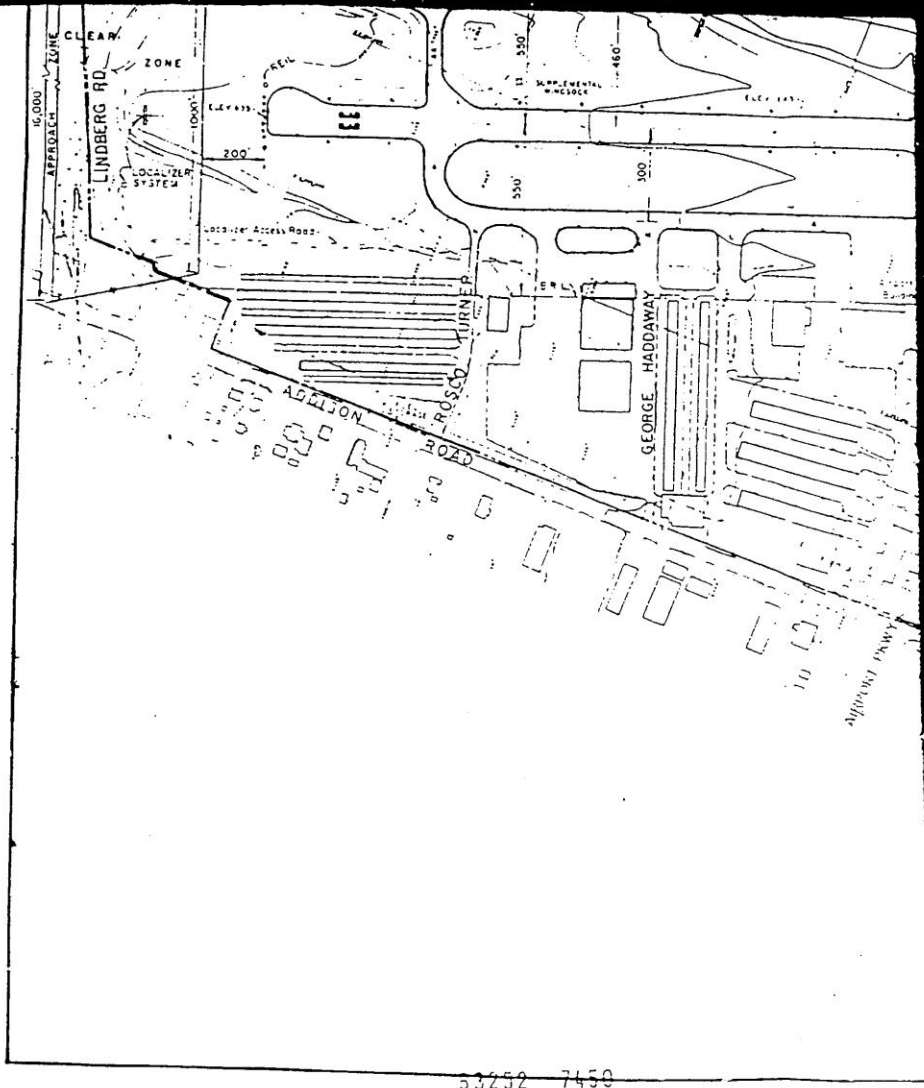
LEGEND

EXISTING		
—x—x—x—	FENCE	
* * * * *	RUNWAY LIGHTS	
433	GROUND CONTOURS	
	BUILDINGS PERTAINING TO AIRPORT	
=====	EXISTING PROPERTY LINE	
=====	PROPERTY ACQUIRED THIS PROJECT	
=====	BUILDING RESTRICTION LINE (BRL)	
	EASEMENTS	
=====	ASPHALT PAVEMENT	=====
=====	GRAVEL	=====

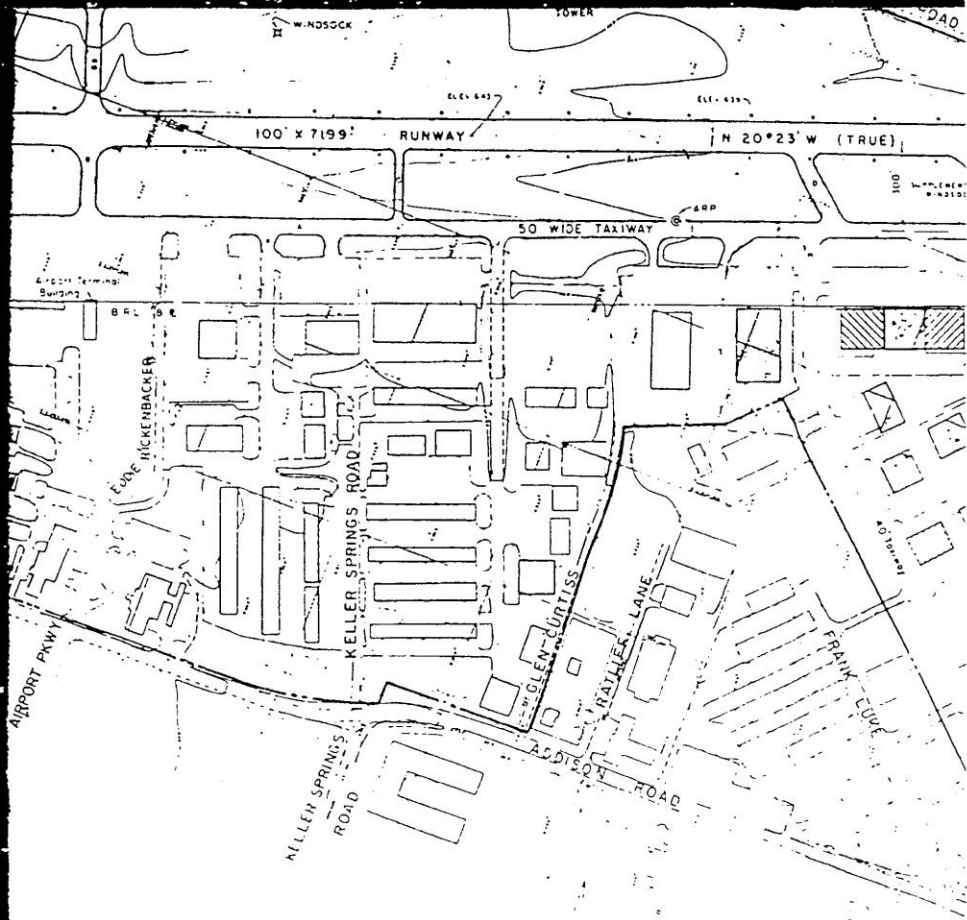
PHIC SCALE



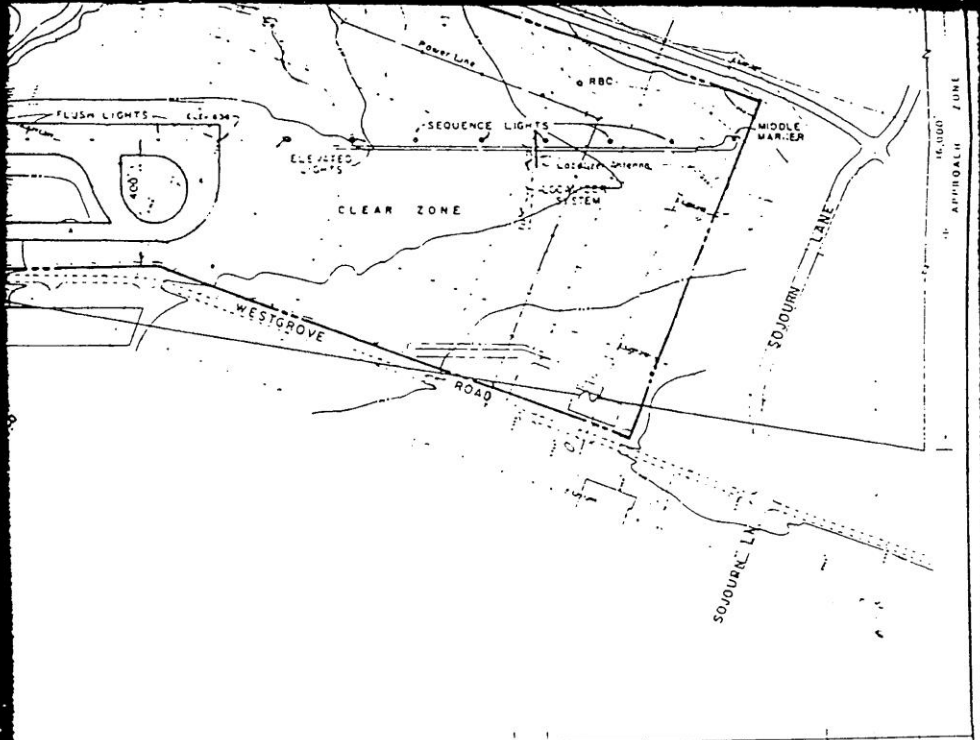
11



53252 7450







ADAP Project No		No		Revision		By		Date			
SUBMITTED BY		DATE		ADDISON MUNICIPAL AIRPORT <u>AIRPORT LAYOUT PLAN</u> ADDISON, TEXAS GINN, INC. Consulting Engineers Dallas, Texas							
AVIATION DIRECTOR		DATE									
APPROVED FOR F A A		DATE		DESIGNED		DATE		TRACED		DATE	
CHIEF - AIRPORTS BRANCH		DATE		DRAWN		DATE		APPROVED		DATE	
APPROVED BY F A A L RODIEN 15 JUNE 83		828152107453		FILE No		SCALE 1"=300'		SHEET 1 of 1			

EXHIBIT A

REAL PROPERTY DESCRIPTION

SITUATED in Dallas County, Texas, and BEING a tract of land situated in the E. COOK SURVEY, ABSTRACT 326, and located on Addison Municipal Airport, Addison, Texas, and being more particularly described as follows:

CORNERING at the intersection of the centerline of Airport Parkway and the West right-of-way of Addison Road;

THENCE, North 00°22'50" West, along said West right-of-way a distance of 358.67 feet to the POINT OF BEGINNING;

THENCE, South 89°37'10" West, a distance of 145.27 feet;

THENCE, North 1°45'47" East, a distance of 169.44 feet;

THENCE, North 0°38'48" West, a distance of 136.88 feet;

THENCE, North 20°14'53" West, a distance of 180.00 feet;

THENCE, North 71°51'57" East, a distance of 147.04 feet to a point on a curve to the right, said curve having a central angle of 16°46'21", a radius of 788.51 feet and a chord bearing South 45°41'02" East, 230 feet;

THENCE, along an arc length of 230.82 feet to a point;

THENCE, South 0°22'50" East, along the West right-of-way of Addison Road, a distance of 298.48 feet to the POINT OF BEGINNING, containing 1.661 acres (72,348.15 square feet) of land, more or less.



FILED FOR RECORD  
This 29th day of December  
1933 at 3 59 o'clock P. M.  
Earl D. Lusk, County Clerk  
Dallas County, Texas  
*Alfred L. ...*

CHICAGO TITLE INSURANCE COMPANY  
1750 MERRITT DRIVE  
SUITE 132  
DALLAS, TEXAS 75201

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that the instrument was filed on the  
date and time stamped hereon on the 29th day of Dec  
corded in the volume and p. of the public records  
of Dallas County, Texas at 3:59 P. M. of 1933 by me.  
DEC 29 1933  
*Earl D. Lusk*  
COUNTY CLERK, DALLAS COUNTY, TEXAS

83252 7455

EXHIBIT B

83-165-109111-FF 11.00 (2) CTIC

ASSIGNMENT OF LEASE

1660

THIS AGREEMENT is made as of this the 1st day of December, 1983, at Addison, Texas, between BUNNELL PROPERTIES, INC., a Texas corporation, hereinafter called "Assignor", and CONCOURSE PLAZA, LTD., a Texas limited partnership, hereinafter called "Assignee".

WHEREAS, a lease executed on October 1983, between CITY OF ADDISON and ADDISON AIRPORT OF TEXAS, INC. as the Lessor, and the Assignor, as the Lessee, by the terms of which certain real property located on the Addison Airport was leased to the Assignor as Lessee upon the terms and conditions provided therein; and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee, and the Assignee desires to accept an assignment thereof;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest in and to the Lease hereinbefore described, a copy of which is attached hereto as Exhibit "A", and the Assignee hereby agrees to and does accept the assignment, and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the Lessee thereunder, including the making of all payments due to or payable on behalf of the Lessor under said Lease when due and payable.

This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

Witness my hand and seal of office this 1st day of December, 1983.  
Notary Public  
1000  
1000 Texas Tower  
1000 Dallas Parkway  
Dallas, TX 75240

EXECUTED as of the day and year first above written.

ASSIGNOR:

Bunnett Properties, Inc.

By: *David H. Bunnett*

ASSIGNEE:

Concourse Plaza, Ltd.

By: Bunnett Properties, Inc., Managing  
General Partner

By: *David H. Bunnett*

CONSENT OF LESSOR

The undersigned is the Lessor under the Lease described in the foregoing Assignment and hereby consents to the assignment of the Lease to the Assignee, waiving none of their rights thereunder as to the Lessee or the Assignee.

LESSOR:

CITY OF ADDISON

By: *John Kelly*

ADDISON AIRPORT OF TEXAS, INC.

By: *Robert Lee, Vice President*

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 1983.

Kay F. Robertson Rudick  
Notary Public

My Commission Expires:

3-7-84



KAY F. ROBERTSON RUDICK  
Notary Public, State of Texas  
By Comm. Expires 03-07-84

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David A. Bunnell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Bunnell Properties, Inc., a Texas corporation, as managing general partner of Concourse Plaza, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of December, 1983.

Kay F. Robertson Rudick  
Notary Public

My Commission Expires:

3-7-84

STATE OF TEXAS  
COUNTY OF DALLAS

GROUND LEASE

This Ground Lease (hereinafter referred to as the "Lease") is made and entered into as of October 11, 1983, by and among the City of Addison, Texas, a municipal corporation (hereinafter sometimes referred to as the "City"), Addison Airport, Inc., a Texas Corporation (hereinafter sometimes referred to as "AATI") and Gunnell Properties, Inc., a Texas Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, AATI leases that certain real property (hereinafter referred to as the "demised premises") described in attached Exhibit A from the City pursuant to that certain instrument captioned "Agreement for Operation of the Addison Airport (hereinafter referred to as the "Base Lease")" between the City and Addison Airport, Inc. (predecessor of AATI), and

WHEREAS, the demised premises are situated at Addison Airport (hereinafter referred to as the "Airport") in Dallas County, Texas the Airport being defined in a plat attached hereto as Exhibit B, and

WHEREAS, the City and AATI hereby lease and demise the demised premises to Tenant, and Tenant hereby leases and takes the demised premises from the City and AATI, upon the terms and conditions set forth herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. **Base Lease.** All of the terms and conditions of the Base Lease are incorporated into this Lease by reference as if written verbatim herein, and Tenant by Tenant's execution hereof acknowledges that AATI has furnished Tenant with a copy of the Base Lease. Tenant agrees to fully comply at all times and in all respects with the terms and conditions of the Base Lease insofar as the same relate to the demised premises and/or the use and operation thereof, except that Tenant shall not be responsible for the payment of any rental due under the Base Lease which shall be paid by AATI.

2. **Definition of Landlord and Effect of Default under the Base Lease.** The term "Landlord" as hereinafter used in this Lease shall mean either the City. So long as the Base Lease is in effect, AATI shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. Upon the expiration or termination of the Base Lease, the City shall be entitled to all of the rights, benefits and remedies of the Landlord under this Lease, and shall perform all of the duties, covenants and obligations of the Landlord under this Lease. The City agrees that for the time as the City notifies Tenant to the contrary in writing, Tenant is fully authorized to make all payments due under this Lease to AATI and that default by AATI under the Base Lease shall have no effect on this Lease so long as Tenant pays and performs its duties, covenants and obligations under this Lease.

3. **Term.** The term hereof shall commence on the earlier of October 1, 1984, or the first day of the first calendar month after Tenant completes the construction hereinafter described and opens for business at the demised premises, the applicable date being hereinafter referred to as the "Commencement Date", and shall end four hundred eighty (400) months (hereinafter provided, however, that any part, upon the demised premises) by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions hereof except that rental shall not accrue.

4. **Rental.** Subject to adjustment as hereinbelow provided, Tenant agrees to pay to Landlord, without offset or reduction, rent for the demised premises at the rate of SIXTEEN HUNDRED SEVENTY-SIX AND 07/100 per month in advance. The first of such monthly installments shall be due and payable on or before the Commencement Date, and a like installment shall be due and payable on or before the first day of each calendar month thereafter during the term hereof.

5. **Adjustment of Rental.** Commencing on the second anniversary of the Commencement Date and on every other anniversary thereafter (hereinafter referred to as the "Adjustment Date"), the monthly rental due under paragraph 4 shall be adjusted as follows:

(i) A comparison shall be made between the Consumers' Price Index-All Items for the Dallas, Texas Metropolitan Area (the "CPI") as published in the "Price Index" as it existed on the Commencement Date and as it exists on the first day of the calendar month immediately preceding the then applicable Adjustment Date.

(ii) The monthly rental for the two (2) year period beginning with and following the then applicable Adjustment Date shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the Commencement Date and the then applicable Adjustment Date, but in no event shall such monthly rental ever be decreased below the monthly rental set forth in paragraph 4.

(iii) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, the monthly rental approximating the Price Index as closely as feasible shall be substituted therefor.

6. **Use of Demised Premises and Construction of Improvements.** The demised premises shall be used and occupied by Tenant for the following purposes: sale of aircraft and aircraft parts, aircraft maintenance and repair, aircraft storage, aircraft hangar, aircraft charter, and aircraft rentals, and not otherwise without the prior written consent of Landlord.

In connection with such use and occupancy, Tenant intends to construct upon the demised premises the improvements depicted in the plans and specifications.

These improvements consist of a combination office/airplane hangar facility containing approximately 42,600 square feet of office space and five airplane hangars, the preliminary plans for which have been prepared by Bogard Architects, Inc. Construction prints to be approved by Addison Municipal Airport prior to the start of construction.

All construction shall be strictly in accordance with such plans and specifications, and such construction shall be performed in a workmanlike manner. Tenant agrees to promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other liabilities and obligations which arise in connection with such construction.

7. **Acceptance of Demised Premises.** Tenant acknowledges that Tenant has fully inspected the demised premises and accepts the demised premises as suitable for the purpose for which the same are leased in their present condition.

8. **Securing Governmental Approvals and Compliance with Law.** Tenant at Tenant's sole cost and expense shall obtain and file governmental licenses, permits and approvals necessary for the construction of improvements and for the use and occupancy of the demised premises, and shall promptly comply with all governmental laws, ordinances and regulations applicable to the use of the demised premises and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or connected with the demised premises, all at Tenant's sole cost and expense.

9. **Assignment, Subletting and Mortgaging of Leasehold Estate:**

A. Without the prior written consent of Landlord, Tenant may not assign this lease or any rights of Tenant hereunder in whole or in part, or sublet or mortgage as hereinafter provided, or sublet the whole or any part of the demised premises. Any assignment or subletting shall be expressly subject to the terms and provisions of this Lease, including the provisions of paragraph 8 pertaining to the use of the demised premises. In the event of any assignment or subletting, Tenant shall not assign Tenant's rights hereunder or sublet the demised premises without first obtaining a written agreement from each such assignee or sublessee whereby each such assignee or sublessee agrees to be bound by the terms and provisions of this Lease. No such assignment or subletting shall constitute a breach of this Lease, and the occurrence of an event of default under the demised premises are assigned or subletted, in addition to any other remedies provided herein or by law, may at Landlord's option, constitute a breach of this Lease. Landlord, in addition to any other remedies, may assign or sublet and apply such remedies and any sums due to Landlord hereunder, including direct collection by Landlord, to the assignee or sublessee, and shall release Tenant from the payment or performance of Tenant's obligations hereunder.

B. Tenant shall have the right to mortgage the leasehold estate of Tenant covered hereby in order to secure a mortgage loan for the purpose of obtaining funds for the construction of the improvements described in paragraph 6 or for other construction upon the demised premises as provided herein, in writing, in the event that Tenant pursuant to mortgage or other financing arrangement, the leasehold estate of Tenant created hereby, the leasehold mortgage shall in no event become automatically liable for the obligations of Tenant under this Lease unless and until said mortgage becomes a part of the leasehold estate. Such mortgage shall not be subject to the provisions of this Lease, and the provisions of this Lease shall not apply to the mortgage. The mortgage shall not be subject to the provisions of this Lease, and the provisions of this Lease shall not apply to the mortgage. The mortgage shall not be subject to the provisions of this Lease, and the provisions of this Lease shall not apply to the mortgage.

10. Lender, holder or deeds of trust whereby Tenant mortgages the leasehold estate of Tenant created hereby shall not have the right to accelerate the debt of Tenant to cure the mortgagee's default or to foreclose proceedings under said mortgage or deeds of trust, and (ii) allowing Landlord to cure such default within 15 days after the date of such default and prevent said acceleration and/or foreclosure proceedings, and the holder of said mortgage or deeds of trust to assume Tenant's position under said mortgage or deeds of trust.

11. Landlord agrees, if and so long as the leasehold estate of Tenant is encumbered by a leasehold mortgage and written notice of such defect has been given to Landlord, to give the holder of such leasehold mortgage at such address or addresses as may be specified in such written notice to Landlord for the giving of notices to the leasehold mortgagee, or its successors or assigns after foreclosure, or transfer in lieu of foreclosure, as Tenant hereunder, and (ii) continue to perform all of Landlord's obligations hereunder so long as such mortgagee or its successors or assigns performs all of the obligations of Tenant hereunder. Landlord also agrees to execute and deliver to such mortgagee or its successors or assigns any other documents which such proposed leasehold mortgagee may reasonably request concerning the mortgaging by Tenant of the leasehold estate created hereby, provided, however, that Landlord shall never be required to subordinate its interest in the demised premises to the mortgage of such proposed leasehold mortgagee.

12. Property Taxes and Assessments: Tenant shall pay any and all property taxes or assessments levied or assessed on the improvements on the demised premises, the personal property and fixtures on the demised premises, and, if applicable, upon the leasehold estate of Tenant created hereby. Upon the request of Landlord, Tenant shall from time to time furnish to Landlord "true and correct" receipts or other written evidence that all such taxes have been paid by Tenant.

11. Maintenance and Repair of Demised Premises:

A. Tenant shall, throughout the term hereof, maintain in good repair and condition all the demised premises and all fixtures, equipment and personal property on the demised premises and keep them free from waste or nuisance and, at the expiration or termination of this lease, deliver up the demised premises clean, free of trash and in good repair and condition, with all fixtures and equipment situated in the demised premises in working order, reasonable wear and tear excepted.

B. In the event Tenant shall fail to so maintain the demised premises and the fixtures, equipment and personal property situated thereon, Landlord shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable costs therefor extended by Landlord plus interest thereon as provided in paragraph 37 shall be paid by Tenant on demand.

12. Alterations, Additions and Improvements: After completion of the improvements described in paragraph 6, Tenant shall not make any openings in the floor or exterior walls or make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements shall not be unreasonably withheld by Landlord. Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, provided that Tenant complies with all applicable governmental laws, ordinances and regulations.

All alterations, additions and improvements in and to the demised premises shall be performed in a first class, workmanlike manner and Tenant shall promptly pay and discharge all costs, expenses, claims for damages, liens and any and all other obligations and obligations which arise in connection therewith.

13. Insurance: Tenant shall during the term hereof maintain at Tenant's sole cost and expense insurance relating to the demised premises as follows:

(i) Insurance against loss or damage to improvements by fire, lightning and other risks from time to time included under standard evidenced coverage policies and sprinkler, vandalism and malicious mischief, in amounts sufficient to prevent Landlord or Tenant from becoming co-insured of any loss under the applicable policies but in any event in amounts not less than 80 percent (80%) of the full insurable value of the demised premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser. 20% of whose findings shall be submitted to Landlord, and, therefore, proper adjustment in the limits of insurance coverage shall be effected.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on or in addition to the demised premises, such insurance shall also provide coverage for Landlord in the limits of \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(iii) Workmen's compensation insurance covering all persons employed by Tenant in connection with any work done on or in the demised premises with respect to which claims for death or bodily injury could be asserted against Landlord or the demised premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(iv) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, rupturing, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(v) Such other insurance on improvements in such amounts and against such other insurable hazard which at the time is commonly obtained in the case of property similar to such improvements.

(vi) Manager/keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per annual and \$400,000.00 per occurrence on property damage to aerials in the care, custody or control of Tenant.

(vii) During any period of construction a Builder's Risk Completed Value policy with an all risks endorsement.

All such policies of insurance (ii) shall be issued by insurance companies acceptable to Landlord, (iii) shall name Landlord as an additional insured or loss payee, as the case may be, and (vii) shall provide for at least ten (10) days written notice to Landlord of any cancellation or modification. Tenant shall provide Landlord with duplicate originals of all insurance policies required by this paragraph.

14. Casualty Damage or Destruction:

A. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such damage and/or destruction.

B. In case of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, Tenant, whether or not the insurance proceeds, if any, payable on account of such damage and/or destruction shall be sufficient to fully reimburse Landlord, shall promptly commence and complete the restoration, repair and replacement of such buildings, structures and equipment as nearly as possible to their value, condition and character immediately prior to such damage and/or destruction, with such alterations and additions thereto as may be approved in writing by Landlord therefor, some limitations being the "Restoration".

C. An insurance proceeds, if any, payable on account of such damage to or destruction of the buildings, structures and equipment on the demised premises shall be held by Landlord. Landlord shall be preferred in acting upon any certificate or claim of such insurance and to have been executed by the proper party and shall receive such certificate as constructive evidence of any fact or as to the matter therein set forth. Such certificate shall be full warranty, authority and protection to Landlord in acting thereon, and Landlord shall be under no duty to take any action other than as set forth in this paragraph 14.

D. Insurance proceeds received by Landlord on account of any damage to or destruction of the buildings, structures and equipment on the demised premises, or any part thereof, less the costs, fees and expenses incurred by Landlord and Tenant in the restoration, including, without limitation, adjusters and attorneys' fees and expenses shall be applied as follows:

(i) Net insurance proceeds as above defined shall be paid to Tenant or as Tenant may direct from time to time as Restoration proceeds to pay to reimburse Tenant for the cost of Restoration, upon written request of Tenant to Landlord accompanied by a certificate of a supervising architect or engineer approved by Landlord, describing in reasonable detail the work to be done, the cost thereof and the cost of the work, stating that the same work is necessary or appropriate to the Restoration and that the same is to be completed in accordance with the cost thereof. No other proceeds or proceeds of Restoration and construction shall be used to complete the Restoration, and to an opinion of counsel satisfactory to Landlord that there existing mechanical, material or other similar defects for restoration or maintenance of such of any as are discharged by the payment of the amounts hereunder.

...in determining the amount of such damages...  
...shall be substituted from the amount of...  
...under such ruling.

23. Entry upon the demised premises without terminating this Lease and without being liable for prosecution or for any claim of damages, exterior, and whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Land bid on demand to expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any right due to Landlord in the event of any damages accruing to Landlord by reason of the incurrence of any of the terms, conditions and covenants herein contained.

24. Default by Landlord. No default by Landlord hereunder shall constitute an eviction or disturbance of Tenant's use and possession of the demised premises or render Landlord liable for damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder (including the obligation to pay rent) or grant Tenant any right of deduction, abatement, set-off or recoupment or entitle Tenant to take any action whatsoever with respect to the demised premises or Landlord until thirty (30) days after Tenant has given Landlord written notice specifically setting forth such default by Landlord, and Landlord has failed to cure such default within said thirty (30) day period, or if the event such default cannot be cured within said thirty (30) day period then within an additional reasonable period of time to cure such default, or if Landlord has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default, the event that Landlord fails to cure such default within said thirty (30) day period, or within said additional reasonable period of time, Tenant shall have the right to:

- (i) Proceed to cure such default and deduct the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum from the next succeeding rental installment(s) due by Tenant to Landlord hereunder, or
- (ii) Proceed to cure such default and bring suit against Landlord for the cost of curing same plus interest thereon at the rate of ten percent (10%) per annum.

If any mortgagee of Landlord has given Tenant its address for notices and specifically requests such notice, Tenant agrees to give the notice required hereinafter to such mortgagee at the time Tenant gives same to Landlord, and to accept curative action, if any, undertaken by such mortgagee as if such curative action had been taken by Landlord.

25. Waiver of Subrogation. Each party hereto waives any and every claim which arises or may arise in such party's favor against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of such party's property located within or upon or constituting a part of, the demised premises, which loss or damage is covered by valid and collectible fire and extended coverage or insurance policies to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall, in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto, inasmuch as such mutual waivers will preclude the assignment of any amount claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereto agrees immediately to give to the insurance company which has issued to such party policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers.

26. Title to Improvements. Any and all improvements on the demised premises shall become the property of Landlord upon the expiration or termination of this Lease, provided, however, (i) if Tenant is not then in default hereunder, Tenant shall have the right to remove all personal property and trade fixtures, owned by Tenant from the demised premises, but Tenant shall be required to repair and damage to the demised premises caused by such removal in a good and workmanlike manner and at Tenant's sole cost and expense, and (ii) Landlord may, at its option, elect to require Tenant to remove all improvements from the demised premises and restore the demised premises to the condition in which the same existed on the date hereof, in which event Tenant shall promptly perform such removal and restoration in a good and workmanlike manner and at Tenant's sole cost and expense.

27. Mechanics' and Materialmen's Liens. Tenant agrees to indemnify and hold Landlord harmless of and from all liabilities and claims of the filing of any mechanics' or materialmen's liens against the demised premises for any reason of any act or omission of Tenant or anyone claiming under Tenant, and Landlord, at Landlord's option, may satisfy such liens and collect the amount expended from Tenant, together with interest thereon as provided in paragraph 37 as additional rent, provided, however, that Landlord shall not be satisfied with such liens until fifteen (15) days after written notification to Tenant of Landlord's intention to do so and Tenant's failure during such fifteen (15) day period to bond such liens or escrow funds with appropriate parties to protect Landlord's interest in the demised premises.

28. Title. Tenant accepts the demised premises subject to: (i) the Base Lease, (ii) the Rules and Regulations, (iii) covenants and rights of way and easements, ordinances and other regulations, laws, statutes or regulations now in effect or hereinafter promulgated by any governmental authority having jurisdiction over the demised premises.

29. Quiet Enjoyment and Subordination. Landlord covenants, represents and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, upon payment of the rent hereunder, shall peacefully and quietly have, hold and enjoy the performance of the terms, conditions, covenants and agreements hereon contained, shall peacefully and quietly have, hold and enjoy the demised premises during the full term of this Lease, or until otherwise provided, however, that Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the demised premises. Landlord further is hereby irrevocably and irrevocably with full power and authority by Tenant to subordinate Tenant's interest hereunder to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises or to declare this Lease prior and superior to any mortgage, deed of trust or other lien now existing or hereafter placed on the demised premises, provided, however, any such subordination shall be upon the express conditions that (i) this Lease shall be recognized by the mortgagee and that all of the rights of Tenant shall remain in full force and effect during the full term of this Lease on condition that Tenant atom to the mortgagee, its successors and assigns, and enforcement of any such mortgage, covenants and conditions required by the terms of this Lease, and (ii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall exist as to the purchase, and this Lease shall in all respects continue in full force and effect so long as Tenant shall fully perform all Tenant's obligations hereunder and atom to the purchaser. Tenant also agrees upon demand to execute all instruments declaring this Lease prior and superior to any mortgage, deed of trust or other lien and specifically providing that this Lease shall survive the foreclosure of such mortgage, deed of trust or other lien.

30. Rent on Net Return Basis. Except for the rental due under the Base Lease during the time that AAT is the Landlord hereunder, it is intended that the rent provided for in this Lease shall be an absolutely net return to Landlord for the term of this Lease. Free of all taxes and expenses of charges with respect to the demised premises, including, without limitation, maintenance, repairs, replacement, insurance, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate such intention.

31. Holding Over. Should Tenant, or any of Tenant's successors in interest, fail to surrender the demised premises to Landlord on the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month on the same terms as the original lease, and Tenant shall be liable for the full amount of the rent for the last month of the term of this Lease.

32. Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant of this Lease.

33. Release of Landlord Upon Transfer. All of Landlord's personal liability for the performance of the terms and conditions of this Lease (except for any liability accruing prior to such transfer) shall terminate upon a transfer of the demised premises to a transferee provided that the obligations of Landlord under this Lease are covenants running with the land and shall be binding upon the transferee, and Landlord's interest in this Lease and the demised premises.

34. Attorneys Fees. If on account of any breach or default by Landlord or Tenant of their respective obligations under this Lease, it shall become necessary for the other to employ an attorney to enforce or defend any of such party's rights or remedies hereunder, then should such party prevail, such party shall be entitled to collect reasonable attorneys' fees incurred in such connection from the other party.

35. Franchise Information. Tenant agrees that Tenant will from the expiration upon the written request of Landlord during the term of this Lease furnish to Landlord such data and other information as Landlord may reasonably request.

36. Extended Contract. Tenant agrees that from the expiration upon no less than 120 days prior to the expiration of this Lease, Tenant will be deemed to have agreed to a statement in writing that it will:

- A. This Lease is unmodified and in full force and effect and no modifications have been made to it.
- B. The parties to this Lease and other changes have been noted.
- C. Landlord is not in default under any term, condition or covenant of this Lease or the parties hereto under the terms of this Lease.



If, in the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently prosecute the same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant notice of its intention to do so, and the commencement of such Restoration shall not constitute a breach of this Lease. If, in the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently prosecute the same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant notice of its intention to do so, and the commencement of such Restoration shall not constitute a breach of this Lease. If, in the event that Tenant does not promptly commence Restoration, or after commencement Tenant does not diligently prosecute the same, Landlord shall have the right to commence or complete Restoration after Landlord has given Tenant notice of its intention to do so, and the commencement of such Restoration shall not constitute a breach of this Lease.

15. Condemnation:

A. During the term hereof, any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or be sold to a condemning authority under threat of condemnation, and after such taking by or sale to said condemning authority the remainder of the demised premises is not susceptible to efficient and economic occupation and operation by Tenant, this Lease shall automatically terminate as of the date that said condemning authority takes possession of the demised premises and Landlord shall refund to Tenant any prepaid but unaccrued rental less any sum then owing by Tenant to Landlord.

B. If after such taking by or sale to said condemning authority the remainder of the demised premises is susceptible to efficient and economic occupation and operation by Tenant, this Lease shall not terminate but the rental due hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term hereof the sum obtained by multiplying each monthly rental installment due hereunder, as adjusted from time to time pursuant to paragraph 5, by a fraction, the numerator of which shall be the number of square feet remaining in the demised premises after the taking by or sale to said condemning authority and denominator of which shall be the square footage originally contained in the demised premises. The rental adjustment called for herein shall not commence until said condemning authority actually takes possession of the condemned portion of the demised premises.

C. If this Lease is not terminated pursuant to Section A, Tenant shall promptly restore the improvements on the demised premises, and the condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid first to cover the costs and expenses for restoring the remaining portion of the demised premises to a condition susceptible to efficient and economic occupation and operation by Tenant, and any remaining proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant, as their interests may appear. If this Lease is terminated pursuant to Section A, condemnation proceeds to which Landlord and Tenant are entitled shall be awarded and paid to Landlord and Tenant as their interests may appear.

16. Utilities: Tenant shall be responsible at Tenant's sole cost and expense for obtaining all utility connections at or for the demised premises and Tenant shall pay all charges for water, electricity, gas, sewer, telephone or any other utility connections, taxes and services furnished to the demised premises during the term hereof. Landlord shall in no event be liable or responsible for any cessation or interruption in any such utility services.

17. Common Facilities: Tenant and Tenant's employees, agents, servants, customers and other invitees shall have the non-exclusive right to use all common facilities, improvements, equipment and services which may now exist or which may hereafter be provided by Landlord for the accommodation and convenience of Landlord's customers and tenants, including landing and takeoff facilities, ingress and egress to the demised premises, other airport installations, and all other reasonable services which may be provided in the future from time to time by Landlord in operating the Airport. All such common facilities shall at all times be under the exclusive control and management of Landlord and may be substituted, modified, changed or terminated from time to time at Landlord's sole discretion.

18. Rules and Regulations: Landlord has adopted Rules and Regulations (hereinafter referred to as the "Rules and Regulations") which shall govern Tenant in the use of the demised premises and all common facilities, a copy of which has been furnished to Tenant. The Rules and Regulations are incorporated by reference as if written herein, and Tenant agrees to comply fully at all times with the Rules and Regulations. Landlord shall have the right to amend, modify and alter the Rules and Regulations from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of Landlord, Tenant and all other Tenants and customers of the Airport.

19. Signs and Equipment: After first securing Landlord's approval which will not be unreasonably withheld, Tenant shall have the right from time to time to install and operate advertising signs and radio, communications, meteorological, aerial navigation and other equipment and facilities in or on the demised premises that may be reasonably necessary for the operation of Tenant's business.

20. Landlord's Right of Entry: Landlord and Landlord's authorized representatives shall have the right, during the normal business hours, to enter the demised premises in order to inspect the general condition and state of repair thereof, (a) to make repairs permitted under this Lease, (b) to check the demised premises to any prospective tenant or purchaser of (or) for any other reasonable and lawful purpose.

During the final one hundred (100) days of the term hereof, Landlord and Landlord's authorized representatives shall have the right to enter and maintain on or about the demised premises customary signs advertising the demised premises for lease or for sale.

21. Indemnity and Exculpation:

A. Landlord shall not be liable to Tenant or to Tenant's employees, agents, tenants, customers, invitees, or to any other person whatsoever, for any injury to persons or damage to property on or about the demised premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, tenants, customers, invitees, subcontractors, licensees, concessionaires or any other person entering the demised premises under express or implied invitation of Tenant, or arising out of the use of the demised premises by Tenant and the conduct of Tenant's business thereon, or arising out of any breach or default by Tenant in the performance of Tenant's obligations hereunder, and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

B. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to persons or damage to property resulting from the demised premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the demised premises, regardless of the source, or dampness or by fire, explosion, falling plaster or ceiling or for any other reason whatsoever. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of Landlord or caused by operations in connection with any private, public or quasi-public work, or of any other persons whatsoever, excepting only the authorized agents and employees of Landlord.

22. Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:

A. Failure of Tenant to pay any installment of rent or any other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days.

B. Failure of Tenant to comply with any term, condition or covenant of this Lease other than the payment of rent or other sums of money, and such failure shall not be cured within ninety (90) days after the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

C. Insolvency: the making of an assignment for the benefit of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

D. Filing of a petition under any section or chapter of the National Bankruptcy Act as amended, or under any similar law of any State or of the United States or any State intended by Tenant or any guarantor of Tenant's obligations or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

E. Appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations.

F. Abandonment by Tenant of any substantial portion of the demised premises or possession of use of the demised premises for the purpose leased.

23. Remedies of Landlord: Upon the occurrence of any of the events of default listed in paragraph 22, Landlord shall have the right to pursue any one or more of the following remedies without the notice or demand of Tenant:

A. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord, if Tenant, or any other person, surrenders the demised premises, and Landlord may, without prejudice to any other remedy which Landlord may have, take possession of the demised premises or any part thereof and have possession of the demised premises and exercise or remove or repossess any and all other person who may be occupying the demised premises or any part thereof, without prejudice to the right of Landlord to sue for damages through Tenant's guarantor, and Landlord shall be entitled to the amount of all costs and damages which Landlord may suffer as a result of such termination, whether or not such liability for the demised premises on any existing terms of other lease.

B. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord, if Tenant, or any other person, surrenders the demised premises, and Landlord may, without prejudice to any other remedy which Landlord may have, take possession of the demised premises or any part thereof and have possession of the demised premises and exercise or remove or repossess any and all other person who may be occupying the demised premises or any part thereof, without prejudice to the right of Landlord to sue for damages through Tenant's guarantor, and Landlord shall be entitled to the amount of all costs and damages which Landlord may suffer as a result of such termination, whether or not such liability for the demised premises on any existing terms of other lease.

C. From time to time, subject to the provisions of this Lease, Landlord shall have the right to lease or sublease all or any part of the demised premises to any other person, and Landlord shall be entitled to the amount of all costs and damages which Landlord may suffer as a result of such termination, whether or not such liability for the demised premises on any existing terms of other lease.

... and shall be subject to Landlord's mortgage and tax liens mortgage tax liens and other liens in addition to the liens and taxes referred to above.

Landlord agrees to modify the terms, conditions and covenants (to pay) or written request by Tenant. Landlord will not be held liable for any modification of the Lease unless it is in writing and signed by Landlord.

A. This Lease is amended and in full force and effect if there have been modifications that the Lease as modified is in full force and effect and that the modifications:

B. The dates to which rent and other charges have been paid;

C. Tenant is not in default under any term or provision of this Lease or if in default the nature thereof in detail in accordance with an exhibit attached hereto.

37. Interest on Tenant's Obligations and Manner of Payment. All monetary obligations of Tenant to Landlord under this Lease remaining undischarged 10 days after the due date of the same (if no due date has been established under other provisions hereof, the due date) shall bear interest from the date Landlord demands payment from Tenant (in writing) shall bear interest at the rate of ten percent (10%) per annum from and after said tenth (10th) day until paid. If more than twice during the term of the Lease Tenant's personal or corporate check is not paid by the date on which it is drawn for a valid reason, Landlord may require by giving written notice to Tenant that all future monetary obligations of Tenant under this Lease are to be made on or before the due date by cash, cash on order, certified check or money order, and the delivery of Tenant's personal or corporate check will no longer constitute payment of such monetary obligations. An acceptance by Landlord of a personal or corporate check after such notice shall not be deemed or construed as a waiver or excuse of Landlord to require other payments as required by said notice.

38. Independent Contractor. It is understood and agreed that in leasing and operating the demised premises, Tenant is acting as an independent contractor. It is not acting as agent, partner, joint venturer or employee of Landlord.

39. Force Majeure. In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

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

41. Use of Language. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of the singular shall be held to include the plural, unless the context otherwise requires.

42. Captions. The captions, headings and other subjects in this Lease are inserted for convenience only and shall not be taken into account in construing the provisions hereof if any doubt of intent should arise.

43. Successors. The terms, conditions and covenants contained in this Lease shall apply to and inure to the benefit of and bind the parties upon the parties hereto and their respective successors in interest and legal representatives except as otherwise provided herein. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including but not limited to, shall not be required or permitted to be exercised by Landlord or Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

44. Severability. If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

45. Notices. Any notice or documents required or permitted to be delivered hereunder may be delivered in person or shall, if so directed, be delivered, whether actually received or not, when deposited in the United States mail postage prepaid, and the addressee thereof may return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may hereinafter be specified by written notice of record in accordance herewith.

LANDLORD	"EVAN"
Addison Airport of Texas, Inc. P. O. Box 34057 Dallas, Texas 75234 City of Addison, Texas	Bunnell Properties, Inc. 14551 Dallas Parkway, Suite 900 Dallas, Texas 75248 980-7704
P. O. Box 139	
Addison, Texas 75001	

46. Fees or Commissions. Each party hereto hereby covenants and agrees with the other that such party shall be solely responsible for the payment of any brokers' agents or funders' fees or commissions agreed to by such party arising from the execution of this Lease or the performance of the terms and provisions contained herein, and such party agrees to indemnify and hold the other party harmless from the payment of any such fees or commissions.

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

48. Governing Law and Venue. This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas, and Landlord and Tenant both irrevocably agree that venue for any dispute concerning this Lease or any of the transactions contemplated herein shall be in any court of competent jurisdiction in Dallas County, Texas.

49. Entire Agreement and Amendments. This Lease, consisting of forty-nine (49) paragraphs and Exhibits A through E attached hereto, embodies the entire agreement between Landlord and Tenant and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Except as otherwise specifically provided herein, no agreement or understanding shall be effective in, in whole or in part, to modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by or in behalf of the party against whom enforcement of the change, modification or discharge or abandonment is sought.

EXECUTED as of the day and year first above written.

*****	LANDLORD
	ADDISON AIRPORT OF TEXAS, INC.
	By: <i>[Signature]</i>
	TS: <i>[Signature]</i>
	CITY OF ADDISON, TEXAS
	By: <i>[Signature]</i>
	TS: <i>[Signature]</i>
	"EVAN" BUNNELL PROPERTIES, INC.
	By: <i>[Signature]</i>

The additional provisions contained in the Addendum attached hereto are hereby incorporated herein for all purposes.

\*\*\*\*\*

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1952

Renee L. James  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared James Padden  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purpose and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of November, 1953



James Sharp  
Notary Public  
Dallas  
County, Texas

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared David Buane  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same  
for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 1952

Renee L. James  
Notary Public  
Dallas  
County, Texas

ADDENDUM TO GROUND LEASE,  
dated October 11, 1983,  
by and among  
the City of Addison, Texas,  
Addison Airport of Texas, Inc.  
and Bunnell Properties, Inc.

This Addendum is attached to and made a part of the foregoing and above referenced Lease for all purposes. In the event of conflict or inconsistency between the printed portion of this Lease and this Addendum, the terms of this Addendum shall control.

A. The words "general office uses" are added to the list of the purposes for which Tenant may use and occupy the demised premises contained in paragraph 6 of the printed portion of this Lease.

B. To induce Landlord to allow use and occupancy of the demised premises for general office purposes, Tenant agrees to give preference to prospective office tenants whose businesses are aeronautically related (hereinafter referred to as "preferred tenant") conditioned upon (i) availability of space, (ii) willingness of the preferred tenant to pay market rental rates, (iii) the preferred tenant's credit standing favorably comparing to those of other prospective tenants, and (iv) willingness of the preferred tenant to enter into a term of agreement comparable to those offered by other prospective tenants.

C. Landlord agrees to remove the electrical lines and poles presently running along the western boundary of the demised premises.

D. Tenant shall have the option to terminate this Lease by delivering written notice of such election to Landlord before April 30, 1984, if Tenant has been unable to obtain revenue bond financing for the improvements which Tenant proposes to construct on the demised premises. If Tenant does not timely deliver such written notice of election to terminate, all rights of Tenant to terminate this Lease pursuant to the foregoing shall lapse and be null and void.

*ETS*

CHICAGO TITLE INSURANCE CO. & AHT  
SUITE 132  
12250 MERIT DRIVE  
DALLAS, TEXAS 75251

STATE OF TEXAS COUNTY CLERK, DALLAS  
I hereby certify that this instrument was filed  
with me and that the same has been duly re-  
corded in the volume and page of the record books  
of Dallas County, Texas as stated herein by me.

DEC 30 1983

 *Earl Bink*  
COUNTY CLERK, Dallas County, Texas

83 DEC 29 PM 3:15

93252 7466

**EXHIBIT C**

**FIELD NOTE DESCRIPTION  
CONCOURSE PLAZA LAND LEASE  
ADDISON MUNICIPAL AIRPORT**

Being a tract of land situated in the E. Cook Survey, Abstract No. 326, Dallas County, Texas and located on Addison Municipal Airport, Addison, Texas and being more particularly described as follows:

BEGINNING at a point for corner, said point being the intersection of the west right-of-way line of Addison Road and the south right-of-way line of Keller Springs Road as evidenced by a 1/2-inch iron rod;

THENCE departing the west right-of-way line of said Addison Road, a distance of 2.29 feet to a 5/8-inch iron rod found in the south right-of-way of Keller Springs Road and continuing S 69°35'33" W along the south right-of-way of said Keller Springs Road, 108.70 feet for a total distance of 110.99 feet to a point for a corner as evidenced by an "X" in concrete;

THENCE S 64°05'33" W along the south right-of-way of said Keller Springs Road, a distance of 78.03 feet to a point for a corner;

THENCE S 22°07'10" E, a distance of 64.73 feet to a point for a corner;

THENCE S 20°33'10" E, a distance of 43.25 feet to a point for a corner;

THENCE S 13°45'43" E, a distance of 204.27 feet to a point for a corner;

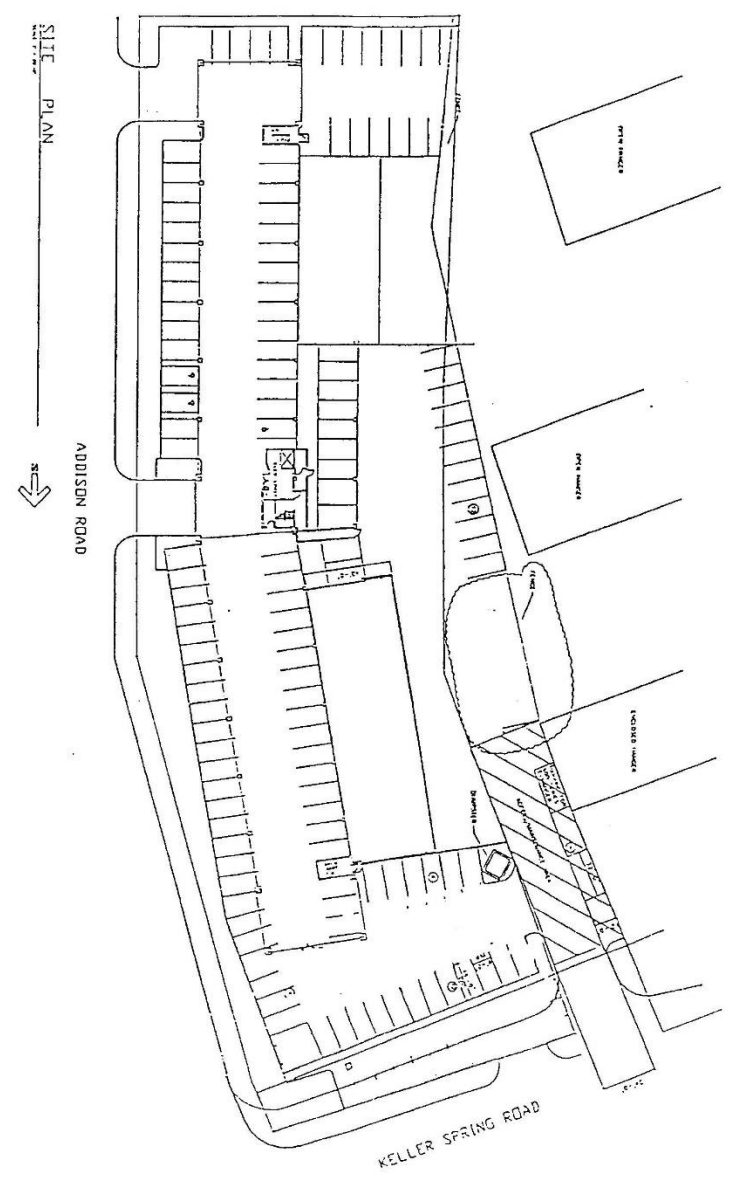
THENCE S 1°20'34" W, a distance of 130.52 feet to a point for a corner;

THENCE N 89°36'51" E, a distance of 145.35 feet to a point for a corner, said point being in the west right-of-way line of said Addison Road and in the east line of Addison Municipal Airport, as evidenced by a 1/2-inch iron rod found;

THENCE N 0°22'50" W along the west right-of-way line of said Addison Road and the east line of Addison Municipal Airport, a distance of 298.44 feet to a point in a curve to the left as evidenced by a 1/2-inch iron rod, said curve to the left having a central angle of 15°17'42", a radius of 788.51 feet and chord bearing distance of N 14°58'43" W, 209.87;

THENCE along said curve to the left of said west right-of-way line and the east line of said Addison Municipal Airport, a distance of 210.49 feet to the POINT OF BEGINNING and containing 78.506 square feet of land.

20000 71670



Revised Parking Plan  
 February 24, 1997  
 Exhibit C Attachment 2

NO. 1	DATE	BY	REVISION
1	1/24/97	DJT	REVISED PARKING PLAN
2	2/24/97	DJT	REVISED PARKING PLAN
3	2/24/97	DJT	REVISED PARKING PLAN
4	2/24/97	DJT	REVISED PARKING PLAN
5	2/24/97	DJT	REVISED PARKING PLAN
6	2/24/97	DJT	REVISED PARKING PLAN
7	2/24/97	DJT	REVISED PARKING PLAN
8	2/24/97	DJT	REVISED PARKING PLAN
9	2/24/97	DJT	REVISED PARKING PLAN
10	2/24/97	DJT	REVISED PARKING PLAN

PROJECT NO. 16051  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 2/24/97

**CONCOURSE PLAZA**  
 16051 ADDISON ROAD

DANNY J. TOSH - ARCHITECT & PLANNER  
 16051 ADDISON ROAD SUITE 204

PSP

**EXHIBIT "B"**

**PROPERTY SURVEY AND LEGAL DESCRIPTION**  
**OF DEMISED PREMISES**

*FIELD NOTE DESCRIPTION  
CONCOURSE PLAZA LAND LEASE  
ADDISON MUNICIPAL AIRPORT*

*BEING a tract of land situated in the E. Cook Survey, Abstract No. 326, Dallas County, Texas and located on Addison Municipal Airport, Addison, Texas and being more particularly described as follows:*

*BEGINNING at a point for a corner, said point being the intersection of the west right-of-way line of Addison Road and the south right-of-way line of Keller Springs Road as evidenced by a 1/2-inch iron rod;*

*THENCE departing the west right-of-way line of said Addison Road, a distance of 2.29 feet to a 5/8-inch iron rod found in the south right-of-way of Keller Springs Road and continuing S 69°35'33" W along the south right-of-way of said Keller Springs Road, 108.70 feet for a total distance of 110.99 feet to a point for a corner as evidence by an 'X' in concrete;*

*THENCE S 64°05'33" W, along the south right-of-way of said Keller Springs Road, a distance of 78.03 feet to a point for a corner;*

*THENCE S 22°07'10" E, a distance of 64.73 feet to a point for a corner;*

*THENCE S 20°33'10" E, a distance of 43.25 feet to a point for a corner;*

*THENCE S 13°45'43" E, a distance of 204.27 feet to a point for a corner;*

*THENCE S 1°20'34" W, a distance of 130.52 feet to a point for a corner;*

*THENCE N 89°36'51" E, a distance of 145.35 feet to a point for a corner, said point being in the west right-of-way line of said Addison Road and in the east line of Addison Municipal Airport, as evidence by a 1/2-inch iron rod found;*

*THENCE N 0°22'50" W along the west right-of-way line of said Addison Road and the east line of Addison Municipal Airport, a distance of 298.44 feet to a point in a curve to the left as evidence by a 1/2-inch iron rod, said curve to the left having a central angle of 15°17'42", a radius of 788.51 feet and chord bearing, distance of N 14°58'43" W, 209.87;*

*THENCE along said curve to the left of said west right-of-way line and the east line of said Addison Municipal Airport, a distance of 210.49 feet to the POINT OF BEGINNING and containing 78,506 square feet of land.*

OPEN  
HANGER



**EXHIBIT "C"**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is dated as of \_\_\_\_\_, 20\_\_ , and executed by and between the Town of Addison, Texas ("Landlord" or "City") and Concourse Plaza II, LTD. ("Tenant").

**WHEREAS**, a Ground Lease (with Addendum To Ground Lease) was first made and entered into October 11, 1983 between the City of Addison, Texas (the same being the Town of Addison, Texas and sometimes referred to herein as the "City") and Addison Airport of Texas, Inc. ("AATI"), as Landlord, and Bunnell Properties, Inc., a Texas corporation, as tenant, by the terms of which Landlord leased to tenant a certain 1.661 acre tract of land at Addison Airport (which tract of land is referred to in the Ground Lease herein as the "Demised Premises" or "demised premises") as recorded in the Official Public Records of Dallas County, Texas in Book 83252, Page 7439 (Instrument #198302521079) of which certain real property now commonly referred to as 16051 Addison Road at Addison Airport within the Town of Addison, Texas and owned by the City (which the demised is more specifically described in Exhibit "A" attached hereto and incorporated herein by reference); and;

**WHEREAS**, the Ground Lease provides that, upon the expiration or termination of that certain agreement referred to and defined in the Ground Lease as the "Base Lease" (and being an Agreement for Operation of the Addison Airport between the City and AATI), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants, and obligations, of the Landlord under the Ground lease; and

**WHEREAS**, the said Base Lease has expired and the City alone is the Landlord under the Lease; and

**WHEREAS**, by that Assignment of Lease dated December 1 1983 and recorded in the Official Public Records of Dallas County, Texas in Book 83252, Page 7456 (Instrument #198302521080), the Ground Lease was assigned from Bunnell Properties, Inc., as assignor, to Concourse Plaza, LTD., a Texas limited partnership, as assignee; and

**WHEREAS**, the said Ground Lease was then modified by that Settlement and First Amendment to Lease Agreement dated April 22, 1997 as recorded in Book 97214, Page 2291 (instrument #199702120412) of the Official Public Records of Dallas County, Texas, with a corrected document recorded in Book 97247, Page 3370 (Instrument #19907024170809) of the Official Public Records of Dallas County, Texas on December 22, 1997, and

**WHEREAS**, by that Assignment of Lease entered into and made effective December 31, 1997 as recorded as Book 98063, Page 3557 (Instrument #199800090587) in the Official Public Records of Dallas County, Texas, the Ground Lease was assigned from Concourse Plaza, LTD, as assignor, to Concourse Plaza II, LTD, a Texas limited partnership, as assignee, and

**WHEREAS**, said Ground Lease was then modified by that Second Amendment to Ground Lease dated and made effective August 14, 2018, so evidenced by that Memorandum of Lease of same date recorded in the OPR as Instrument #201800245457; whereby, among other things, the Term was extended to expire on September 30,2054; and

**NOW LET IT BE KNOWN**, the said Ground Lease is further amended by that Third Amendment to Ground Lease, entered into on \_\_\_\_\_ and made effective October 1, 2020, which, among other things, extends the Term so the Ground Lease shall expire on September 30, 2060 unless otherwise earlier terminated or extended.

This Memorandum of Lease is solely for recording and notice purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Ground Lease, as amended. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Ground Lease (as amended), the provisions of the Ground Lease, as amended, shall govern. Reference should be made to the Ground Lease (and all amendments thereto) for the full description of the rights and duties of Landlord and Tenant thereunder, and this Memorandum of Lease shall in no way affect the terms and conditions of the Ground Lease (including all amendments thereto) or the interpretation of the rights and duties of Landlord and Tenant thereunder.

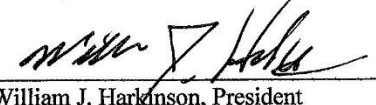
Upon the expiration or earlier termination of the Ground Lease, Landlord and Tenant agree that they shall execute and record a termination of this Memorandum of Lease.

**IN WITNESS WHEREOF**, the undersigned parties execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TENANT:**

**CONCOURSE PLAZA II, LTD.**  
a Texas limited partnership

By: Harkinson Investment Corporation  
a Texas corporation, General Partner

By:   
William J. Harkinson, President

**LANDLORD:**

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_

Wesley S. Pierson, City Manager

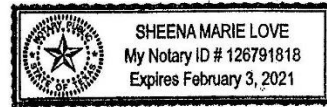
**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared William J. Harkinson, President of Harkinson Investment Corporation, General Partner of Concourse Plaza II, LTD, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this 24th day of August, 2020.

[SEAL]



*Sheena M. Love*  
Notary Public, State of Texas

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Wesley S. Pierson, city manager of the Town of Addison, a home-rule municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
to Memorandum of Lease

**LEGAL DESCRIPTION OF DEMISED PREMISES**

*FIELD NOTE DESCRIPTION  
CONCOURSE PLAZA LAND LEASE  
ADDISON MUNICIPAL AIRPORT*

*BEING a tract of land situated in the E. Cook Survey, Abstract No. 326, Dallas County, Texas and located on Addison Municipal Airport, Addison, Texas and being more particularly described as follows:*

*BEGINNING at a point for a corner, said point being the intersection of the west right-of-way line of Addison Road and the south right-of-way line of Keller Springs Road as evidenced by a 1/2-inch iron rod;*

*THENCE departing the west right-of-way line of said Addison Road, a distance of 2.29 feet to a 5/8-inch iron rod found in the south right-of-way of Keller Springs Road and continuing S 69°35'33" W along the south right-of-way of said Keller Springs Road, 108.70 feet for a total distance of 110.99 feet to a point for a corner as evidence by an 'X' in concrete;*

*THENCE S 64°05'33" W, along the south right-of-way of said Keller Springs Road, a distance of 78.03 feet to a point for a corner;*

*THENCE S 22°07'10" E, a distance of 64.73 feet to a point for a corner;*

*THENCE S 20°33'10" E, a distance of 43.25 feet to a point for a corner;*

*THENCE S 13°45'43" E, a distance of 204.27 feet to a point for a corner;*

*THENCE S 1°20'34" W, a distance of 130.52 feet to a point for a corner;*

*THENCE N 89°36'51" E, a distance of 145.35 feet to a point for a corner, said point being in the west right-of-way line of said Addison Road and in the east line of Addison Municipal Airport, as evidence by a 1/2-inch iron rod found;*

*THENCE N 0°22'50" W along the west right-of-way line of said Addison Road and the east line of Addison Municipal Airport, a distance of 298.44 feet to a point in a curve to the left as evidence by a 1/2-inch iron rod, said curve to the left having a central angle of 15°17'42", a radius of 788.51 feet and chord bearing, distance of N 14°58'43" W, 209.87;*

*THENCE along said curve to the left of said west right-of-way line and the east line of said Addison Municipal Airport, a distance of 210.49 feet to the POINT OF BEGINNING and containing 78,506 square feet of land.*

OPEN  
HANGER