

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

LICENSE

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

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| (1) | LICENSEE: | City of Coppell, Texas |
| (2) | LICENSEE'S ADDRESS: | 255 E. Parkway Blvd.
Coppell, TX 75019 |
| (3) | PRIVILEGE (including property description): | To occupy and use that portion of property located on Dallas Fort Worth International Airport ("Airport") designated by Licensor and more particularly described in Exhibit "A" attached hereto (the "Designated Operating Area") for the purpose of installing and maintenance of an outdoor warning siren and apparatus. |
| (4) | RENTS AND FEES: | N/A |
| (5) | EFFECTIVE DATE: | September 1, 2020 |
| (6) | EXPIRATION DATE: | August 31, 2060, or as earlier terminated herein. |
| (7) | SPECIAL TERMS AND CONDITIONS: | N/A |

GENERAL TERMS AND CONDITIONS

USE OF AIRPORT

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

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

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

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

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

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

COMPLIANCE WITH APPLICABLE LAWS

General. Licensee shall pay all taxes, fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder, and shall make all applications, reports, and returns required in connection therewith. Licensee shall procure all licenses,

certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the operations of Licensee at the Airport which may be necessary for Licensee's installations and operations. Upon request by the Board, Licensee shall verify amounts of taxes paid, and all licenses, permits or other authorizations procured. Licensee shall promptly comply with the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions and specifically including all rules and regulations of the Board which may pertain or apply to Licensee's installations and operations at the Airport, including the requirements of the Americans with Disabilities Act. Licensee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property and are not to be construed as a submission by Licensor to such requirements or any of them.

Non-Discrimination. It is the policy of the Board that Minority-owned and Women-owned Business Enterprises (M/WBEs) shall have the maximum practicable opportunity to participate in the awarding of Board contracts. Licensee agrees to make a good faith effort to provide maximum opportunity for the consideration and use of M/WBEs in the contracting, subcontracting and purchasing activities associated with this License and to abide by all applicable provisions of the Board's M/WBE Program. Licensee further agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with Licensee's activities pursuant to any Board contract because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. Licensee shall conduct all of its activities in compliance with and pursuant to Title 49, Part 21 of the Code of Federal Regulations (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), as said regulations may be amended. Licensee shall maintain and, upon demand, make available to an authorized representative of Licensor copies of any and all agreements it has made with suppliers, employees or customers, or any other agreements concerning Licensee's operations at the Airport.

ENVIRONMENTAL MATTERS

As used in this License, the term

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

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

(c) "Environmental Laws" shall mean all applicable existing and future laws relating to the management, disposal or Release of Hazardous Materials, Process Water, or Solid

Waste, including, without limitation, all applicable federal, state and local statutes, regulations, ordinances,

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

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

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

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

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

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

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

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

third parties under Licensee's direction and control) use of and operations at the Designated Operating Area or the Airport.

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

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

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

(f) Licensee shall remove and dispose of, and shall require its employees, and shall exercise its best efforts to require its agents, contractors, sublicensees, or any other third party under Licensee's direction and control to remove and dispose of, any Solid Waste or Hazardous Materials located at the Designated Operating Area at the termination of this License, or as soon as required by Environmental Laws or this License, at no cost to Board and in a lawful, prudent, and timely manner, subject to the limitations of the Rebuttable Presumption paragraph of this section.

Right of Entry and Inspection. The Board shall have the full right at all reasonable times, and in Board's sole discretion, to enter the Designated Operating Area for the purpose of conducting an inspection, assessment, investigation, and/or regulatory compliance audit of the Designated Operating Area and/or Licensee's operations at or use of the Designated Operating Area, including operations of Licensee's employees, agents, contractors, sublicensees, or any other third party under Licensee's control. The Board or its authorized agents may perform testing of the Designated Operating Area as needed, including test borings of the ground and chemical analyses of air, soil, water, Process Water, and waste discharges. The Board will provide advance

written notice, including at least twenty-four (24) hours notice of planned intrusive testing, to Licensee to the extent practical under the circumstances, except in case of emergencies, when notice shall not be required. Licensee shall have the right to accompany the Board when any such testing is performed, and Licensee shall have the right to obtain, at Licensee's expense, split samples and copies of all non-privileged results of such testing, including any non-privileged reports. Licensee shall cooperate (and shall require its employees and shall exercise its best efforts to require its agents, contractors, sublicensees, or any other third party under Licensee's direction and control to cooperate) in allowing prompt reasonable access to the Board to conduct such inspection, assessment, audit or testing. In the exercise of its rights under this section, the Board shall not unreasonably interfere with Licensee's use and occupancy of the Designated Operating Area pursuant to the provisions of this License. Licensee remains solely responsible for its environmental compliance, notwithstanding any Board inspection, audit, or assessment.

Right to Notify Authorities. The Board reserves the right to notify and/or consult any appropriate governmental authority or agencies regarding conditions of or on the Designated Operating Area and/or concerns relating to Licensee's operations at or use of the Designated Operating Area, including operations of Licensee's employees, agents, contractors, sublicensees, or any other third party under Licensee's control, if the Board reasonably believes those conditions or operations do or may violate applicable Environmental Laws, may pollute or contaminate the environment, or may adversely affect the health, welfare, or safety of persons, whether located on the Designated Operating Area or elsewhere. If the Board so notifies and/or consults such governmental authority or agencies, the Board shall notify Licensee, via its designated representative for environmental matters at the Airport, of such action within twenty-four (24) hours by verbal report in person or by telephone, electronic mail, or facsimile transmittal, to be confirmed, to the fullest extent practicable, within seventy-two (72) hours by written notice to Licensee of such notification and/or consultation, along with copies of all documents related to such notification and/or consultation, excluding legally privileged documents. The Board shall also provide Licensee's designated representative, as soon as practicable, with written notice of all subsequent substantive communications with the government authority or agencies with regard to the matter, including copies of all related correspondence or other documents sent to or received by the Board, excluding legally privileged documents.

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

Licensee shall provide to the Board's Chief Executive Officer or designee, simultaneously with its submittal to any governmental agency, a complete copy (including exhibits and attachments) of any reports or notices required by Environmental Laws, and which are not legally privileged, made confidential by applicable law, or protected as trade secrets, regarding (i) alleged failure to comply with any Environmental Laws arising out of Licensee's past or present operations

at or use of the Designated Operating Area or the Airport, and/or (ii) the Release of any Hazardous Materials, Process Water, and/or Solid Waste, in, on, or into the environment arising out of Licensee's past or present operations at or use of the Designated Operating Area or the Airport.

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

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

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

Response and Compliance Actions. Without limiting the indemnity obligations of the Environmental Indemnification paragraph of this License, if (i) the Designated Operating Area or other property is or becomes contaminated or otherwise damaged or injured (as is reasonably determined by the Board or any governmental agency) as a result of a Release of Solid Waste or Hazardous Materials on, at, or from the Designated Operating Area or the Airport by Licensee or by its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control, or (ii) at any time during the term of this License, or as determined by any regulatory compliance audit, environmental testing, investigation, or Concluding Environmental Assessment conducted pursuant to the Concluding Environmental Assessment paragraph of this section, any environmental contaminants or pollutants are discovered in, on, under or from the Designated Operating Area (a) in excess of allowable levels established by applicable federal, state and local laws and regulations, or (b) that create or threaten to create an immediate or substantial threat to human health or the environment (as is reasonably determined by the Board or any governmental agency), or (c) that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, code, standard or order, then Licensee at its sole cost and expense shall promptly control any such Release or contamination and shall immediately take all actions necessary or required to mitigate any immediate threat to human health or the environment. Licensee shall then undertake any further repairs or corrective actions, in a timely manner and in full compliance with Environmental Laws, as necessary to remove or remediate contamination, to protect the public health and safety and the environment from actual or potential harm, and to bring the Designated Operating Area or other affected property into compliance with all applicable Environmental Laws and other applicable regulatory requirements in effect as of the date thereof.

If, as is reasonably determined by the Board, Licensee (1) does not take immediate or other timely action as necessary to mitigate or prevent any imminent actual or potential threat to human health or the environment, (2) does not perform or complete all necessary repairs, corrective

actions or remediation required pursuant to this section or by applicable Environmental Laws, all within a reasonable time as determined by the Board or any government regulatory agency with jurisdiction over the work required herein, or (3) fails to comply with any applicable Environmental Laws that subject the Board, the Cities, or their respective officers, directors, councils, agents, or employees to on-going potential fines or other liability, then the Board, in addition to its rights and remedies described elsewhere in this License, at its election, may enter the Designated Operating Area and take whatever reasonable action the Board deems necessary and/or appropriate to protect the public health and safety, to protect the environment from actual or potential harm, and/or to protect the Designated Operating Area and the Airport from any material impairment to their value. In the exercise of its rights under this section, the Board shall not unreasonably interfere with Licensee's use and occupancy of the Designated Operating Area.

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

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

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

Corrective Action Process. Before commencing any remedial or corrective action under this section, Licensee shall obtain approval from the Board. The work shall be performed at Licensee's expense, and the Board shall have the right to review and inspect all such work at any time using consultants and representatives of the Board's choice. All Board approvals required under this paragraph shall not be unreasonably withheld. Specific cleanup levels for any environmental remediation work shall be designed to comply with applicable Environmental Laws and other applicable requirements of local, state and federal statutes, and regulations. Licensee shall, at

Licensee's own cost and expense, make all tests, reports, and studies and shall provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to Licensee's response actions. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or remediation plan that may be necessary. In the event deed recordation by the Board and/or Cities is necessary, Licensee shall reimburse the Board and/or Cities for all deed recordation fees and attorneys' fees incurred in connection with such action.

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

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

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

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

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

Licensee's direction and control; (iii) Releases on, at, or from the Designated Operating Area or the Airport proved by Licensee not to have been caused in whole or in part by Licensee or by its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control; (iv) the gross negligence or willful misconduct on the part of any of the Environmental Indemnitees.

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

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

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

Rebuttable Presumption. Licensee's obligations under this License (unless otherwise agreed in writing by the Board) shall not apply to (i) contamination proved by Licensee to have existed at the Designated Operating Area prior to the Licensee's DBO under this License or Licensee's occupancy of any portion of the Designated Operating Area pursuant to any prior ground lease, permit, license, letter agreement, or similar agreement between Licensee and the Board, but only to the extent Licensee proves that such contamination was not caused by Licensee or by its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control; (ii) Releases proved by Licensee to have migrated onto or from the Designated Operating Area and not caused in whole or in part by Licensee or third parties under Licensee's direction and control; (iii) Releases on, at, or from the Designated Operating Area or the Airport proved by Licensee not to have been caused in whole or in part by Licensee or by its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control.

For purposes of this section, any Release or other condition requiring remedial action under applicable Environmental Laws and any contamination on, at, or from the Designated Operating Area discovered after Licensee's DBO under this License or occurring during Licensee's occupancy of any portion of the Designated Operating Area pursuant to any prior ground lease, permit, license, letter agreement, or similar agreement between Licensee and the Board shall be presumed to have been caused by Licensee and/or its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control and/or by their activities, operations, actions or inaction related to the Designated Operating Area. Licensee may rebut this presumption by demonstrating to the reasonable satisfaction of the Board or in a court of competent jurisdiction that Licensee, its employees, agents, contractors, sublicensees, or any other third party under Licensee's direction and control did not cause the alleged contamination or Release.

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

Concluding Environmental Assessment. Prior to the expiration or earlier termination of this License and before it vacates the Designated Operating Area (unless otherwise agreed in advance in writing by the Board), Licensee shall conduct a Concluding Environmental Assessment ("CEA") to determine the environmental condition and state of compliance with Environmental Laws of the Designated Operating Area and all improvements thereon. The scope of the CEA will be determined in advance and must meet or exceed the requirements established by the Board at the time the CEA is to be performed. The CEA shall be conducted at Licensee's expense according to procedures and by a qualified person or entity approved by the Board, whose approvals shall not be withheld unreasonably. The Board, at its option, may elect to conduct or participate in the CEA, either directly or through designated representatives or consultants. Unless otherwise agreed by the parties in writing at the time the scope of the CEA is decided, if the Board instead of Licensee conducts the CEA, the audit will be at Licensee's expense, but if the Board conducts a shadow or separate CEA in addition to Licensee's CEA the Board will bear the cost of its own audit.

If a BEA or any environmental or regulatory compliance audit or testing was performed for any portion of the Designated Operating Area prior to Licensee's occupancy or during the term of this License, the scope of the Concluding Environmental Assessment ("CEA") shall include, at a minimum, testing for all substances tested for during any such BEA, audit(s), and prior testing, unless a different scope is mutually agreed to by the parties at the time the CEA protocol for the Designated Operating Area is determined. The final results of the CEA (including any reports, documents, or test results) shall be simultaneously provided to the Board and the Licensee. In addition, the Board shall have access, upon reasonable notice and at reasonable times, to all information, raw data, opinions, and test results generated by the CEA, excluding legally privileged information or opinions.

As part of the CEA, Licensee shall provide to the Board documentation, prepared by the Board-approved person or entity, that (1) the Designated Operating Area is (a) free of Hazardous Materials, Solid Waste, and other contamination or, alternatively, that any such remaining materials or substances do not exceed allowable levels established by Environmental Laws and meet applicable standards approved or recommended by regulatory agencies with authority over any material aspect of the work or the substances in question, and (b) in compliance with applicable Environmental Laws, and (2) the removal or remediation of any Hazardous Materials, Solid Waste and/or contamination has been done in accordance with all applicable Environmental Laws and regulatory requirements. Documentation regarding remaining Hazardous Materials, Solid Waste, and other contamination shall specify, at a minimum, the name, level/amount, and extent of all such materials or substances located at, on, or under the Designated Operating Area at the time the CEA is conducted and shall explain why such substances have not been removed. If (as is reasonably determined by the Board or any governmental agency) any such substances or materials do or may pollute or contaminate the environment, and/or may adversely affect the health, welfare, or safety of persons, whether located on the Designated Operating Area or elsewhere, or may materially impair or interfere with the condition, use or enjoyment of the Designated Operating Area or the Airport, then the Board at its discretion may require that such documentation include an immediate remediation plan and/or long-term care and surveillance plan for any contamination identified and an acknowledgement of responsibility and indemnification for any and all losses associated with such contamination. Any such plan or response action shall meet or exceed the compliance action requirements of this section and shall be submitted for Board review and approval prior to implementation.

If the CEA confirms the presence (surface or subsurface) of test substances in excess of the baseline quantities or levels established by any applicable BEA and in excess of allowable levels established by Environmental Laws, or if other environmental compliance audits, studies, or investigations reveal contamination by Hazardous Materials, Solid Waste, or other substances, or demonstrates that remedial action is necessary or required (as reasonably determined by the Board or any governmental agency) to protect the public health and safety and/or the environment from actual or potential harm or to bring any portion of the Designated Operating Area into compliance with then applicable Environmental Laws or any applicable federal, state, or local law, regulation, code, standard or order or to restore any material impairment of the value of any portion of the Designated Operating Area or other affected property, then Licensee agrees to immediately undertake and to promptly complete to the satisfaction of the Board, in accordance with all applicable laws and with the provisions of this section, and at Licensee's expense, any necessary or required clean-up, removal, or remedial action. For purposes of this section, it shall be presumed that any condition requiring remedial action resulted from the operations of Licensee, its agents, employees, sublicensees, tenants, or other third parties acting under Licensee's direction or control, but this presumption may be rebutted in the manner provided in the Rebuttable Presumption paragraph of this section.

For purposes of this section, Licensee shall give written notice to the Board of the effective date of any intended early termination of this License not less than ninety (90) calendar days prior to the anticipated date of such event.

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

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

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

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

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

Licensee Equipment. Any fuel tanks, fuel pumps, waste oil tanks, and related lines and equipment installed by or on behalf of Licensee in furtherance of this License shall at all times remain the property of Licensee, and ownership of such equipment shall not pass to the Board by virtue of such equipment being installed at the Airport. No such equipment shall be installed without the written consent of the Board, which shall not be unreasonably withheld.

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

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

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

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

If to the Board:

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

and to:

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

If to the Licensee:

City of Coppell
c/o City Manager
255 E. Parkway Blvd.
Coppell, Texas 75019
Phone: 972-304-3662
Fax: 972-304-7063

INDEMNITIES

Licensee agrees to indemnify, hold harmless, defend and insure the Board, the Cities of Dallas and Fort Worth, Texas, their directors, officers, agents, councils and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable

attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the Board, the Cities of Dallas and Fort Worth, Texas, their directors, officers, agents, councils, or employees arising directly or indirectly from or in any way connected with (1) any property damage or loss, personal injury, including death, or adverse effect on the environment, arising out of Licensee's action or inaction with regard to the operations of Licensee hereunder; (2) the failure of the Licensee, its agents or employees, to comply with the terms and conditions of this License, or to comply with any applicable federal, state, or local laws, rules, regulations, ordinances, or orders including, but not limited to, any and all applicable environmental laws, rules, regulations, or orders; and/or (3) release of any hazardous or regulated substances or waste onto, into, or from the Airport, connected in any way with Licensee's operations or action or inaction of Licensee, its agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence to the extent permitted by law. The rights and obligations set forth in this paragraph shall survive the termination of this License.

INSURANCE

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

MONETARY OBLIGATIONS

Rents and Fees. Licensee shall pay all rents and fees set forth above in advance on the first day of each month. Said rents and fees shall be late if not received by the 10th day of each such month.

Schedule of Charges. In addition to rents and fees set forth above, it is the responsibility of Licensee to review the Board's Schedule of Charges and timely pay all applicable charges incurred by Licensee thereunder as the same come due. All charges based upon square footage shall be calculated using the square footage allocable to the Designated Operating Area. Upon expiration of this License, Licensee shall pay to the Licensors accrued and unpaid fees and charges to the date of vacancy, with final payment to be received within ten (10) days following the date of vacancy or receipt of a final statement, whichever occurs first.

Late Fees. In the event payments due hereunder are not made when required, a charge shall be assessed in accordance with the Schedule of Charges. The late fee shall continue to

accrue until all amounts owed, including late fees, are paid in full. The charge for late payment is due and payable upon presentation of an invoice. In the event of a dispute as to the amount to be paid, Licensor shall accept the sum rendered without prejudice and, if a deficiency is determined, the penalty shall apply only to the deficiency. Licensee acknowledges that the formula for late fees in the Schedule of Charges is fair and reasonable. In the event any late fee is determined to be usurious, the late fee shall be adjusted downward to the extent necessary to bring said late fee into compliance with the law.

DEFAULT, REMEDIES, AND TERMINATION

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

Termination. The Chief Executive Officer of the Board may terminate this License at any time or require Licensee to immediately cease any operations hereunder, with or without cause, upon ninety (90) days written notice to Licensee. If this License is terminated with or without cause, Licensor shall refund to Licensee the unearned rents and fees paid in advance for that year, pro rata to date of termination, but shall have no further obligation to pay damages or reimbursement of expenses to Licensee.

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

Holdover by Licensee. In the event Licensee shall hold over and continue its activities under this License after the expiration or termination of the term of this License, such holding over shall not be construed to operate as a renewal or extension of this License, but shall operate and be construed as a tenancy at sufferance.

MISCELLANEOUS

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

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

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

Dallas Fort Worth International Airport Board

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

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

City of Coppell
c/o City Manager
255 E. Parkway Blvd.
Coppell, Texas 75019
Phone: 972-304-3662
Fax: 972-304-7063

**DALLAS FORT WORTH
INTERNATIONAL AIRPORT BOARD**

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel for the Airport Board

CITY OF COPPELL, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____