

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Aviation

AGENDA DATE: 06/24/2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: 1-915 212-7301

2nd CONTACT PERSON NAME: Deborah Olivas

PHONE NUMBER: 1-915 212-7337

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: N/A

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign Contract No. JSC-CC-2025-001 by and between the National Aeronautics and Space Administration ("Lessee" or "NASA") and the City of El Paso ("Lessor" or "City") for the lease of hangar and office space located at 8101 & 8201 Boeing Drive, El Paso, Texas, 79925 for a one (1) year term and may be extended in one (1) year increments for up to nine (9) consecutive option years.

BACKGROUND / DISCUSSION:

NASA has been at El Paso International Airport (EPIA) since the 1970s, initially focusing on the Space Shuttle program and later maintaining T-38 aircraft. The lease is effective from July 1, 2025, to June 30, 2026, with options to extend in one-year increments for up to nine additional years. The annual rental rate is \$308,000.00, or \$25,666.67 monthly, with adjustments at the fifth and tenth option years equal to eight percent (8%) of the premises fair market value. NASA is also responsible for reimbursing the Airport for utilities.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A - New Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign Contract No. JSC-CC-2025-001 by and between the National Aeronautics and Space Administration (“Lessee” or “NASA”) and the City of El Paso (“Lessor” or “City”) for the lease of hangar and office space located at 8101 and 8201 Boeing Drive, El Paso, Texas 79925, for a one (1) year term and may be extended in one (1) year increments for up to nine (9) consecutive option years.

APPROVED this _____ day of _____ 2025.

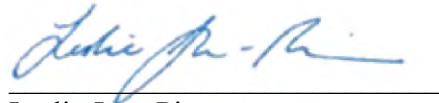
CITY OF EL PASO:

ATTEST:

Renard U. Johnson, Mayor

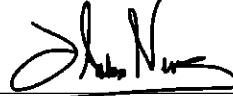
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

LEASE FOR REAL PROPERTY

By and Between

**THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
Lyndon B. Johnson Space Center**

and the

CITY OF EL PASO, TEXAS

LEASE NO. J S C - C C - 2 0 2 5 - 0 0 1 , N N J 2 5 O B 0 5 M

**THIS LEASE IS BEING ACQUIRED UNDER THE AUTHORITY OF
NATIONAL AERONAUTICS AND SPACE ACT (51 U.S.C. §20113 (C))**

FOR OFFICIAL USE ONLY
Lease for Real Property
By and Between
The National Aeronautics and Space Administration and the
City of El Paso, Texas

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**LEASE FOR REAL PROPERTY BY AND BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
&
CITY OF EL PASO, TEXAS**

**THIS LEASE IS BEING ACQUIRED UNDER THE AUTHORITY OF NATIONAL
AERONAUTICS AND SPACE ACT (51 U.S.C. §20113 (C))**

THIS LEASE is made and becomes effective as of the last signature date by and between the City of El Paso ("Lessor" or "City") whose address is 300 N Campbell St, El Paso, TX, 79901, and the National Aeronautics and Space Administration (NASA) Lyndon B. Johnson Space Center, located at 2101 E NASA Pkwy, Houston, TX 77058 ("NASA" or "Lessee"). NASA enters into this Lease (or "lease") in accordance with the National Aeronautics and Space Act (51 U.S.C. §20113 (c)). NASA and Lessor may be individually referred to as a "Party" or collectively referred to as "Parties."

RECITALS

- A. The El Paso International Airport ("EPIA") has served as a site for many of NASA's key missions since the 1970's. As NASA's missions continue to evolve, EPIA still serves a key role. As such, NASA has had long term leases at EPIA that have been acquired through NASA's procurement authority, with the most recent procurement under Contract/Order Number 80JSC018P0035 dated May 23, 2018, and extended until June 30, 2023.
- B. A new one-year lease was executed on June 30, 2023, and expired on June 30, 2024.
- C. A subsequent one-year lease was executed on August 26, 2024, and will expire on June 30, 2025.
- D. NASA has a continuing need to lease the property located at EPIA and desires to continue to lease the property at EPIA from Lessor.
- E. Lessor is a political subdivision of the State of Texas and owner of the described property at EPIA below. Lessor desires to continue to lease the property at EPIA to NASA.

Now, therefore, NASA and Lessor agree as follows:

1. PROPERTY AND PERMITTED USES

The Lessor, as owner of the following described property, buildings, and structures situated at 8101 & 8201 Boeing Drive, El Paso, Texas, 79925 at the EPIA (hereinafter referred to as the "premises" or "Premises"), hereby leases to NASA the premises, as further described in Exhibit A to be used for such purposes as may be determined by NASA:

FULL TIME EXCLUSIVE USE of Hangars #1 and #2, uncovered ramp areas, an existing covered space, and parking lots.

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- (i) Hangar #1 (NASA Super Guppy Transport Maintenance and Operations Facility) is located at 8101 Boeing Drive and consists of approximately:
19,440 square feet of hangar space and
3,660 square feet of office/supply area for a total of
23,100 square feet of space at Hangar #1.
- (ii) Hangar #2 (NASA T38 Depot Maintenance and Operations Facility) is located at 8201 Boeing Drive and consists of approximately:
21,600 square feet of hangar space and
5,200 square feet of office/supply area for a total of
26,800 square feet at Hangar #2.
- (iii) Total For Hangars #1 and # 2 is approximately 49,900 square feet.
- (iv) Uncovered spaces in portions of Lot 1 and Lot 2 that are identified as a NASA preferential ramp zone and parking areas.
- (v) 417,000 square feet of Hot Mix Asphalt Concrete (HMAC) ramp space and approximately 65,000 square feet of reinforced concrete airplane pads that are required at EPIA to support the NASA aircraft.

The LESSOR shall furnish all resources necessary and/or incidental to providing hangar space of approximately 49,900 square feet; of which approximately 8,860 square feet is office supply area spaces that consist of an administrative area, meeting rooms, break room areas, restroom areas, and parts storage areas; and uncovered spaces.

Permitted uses shall include:

- a) Hangars #1 and #2 and Housing of Aircraft - NASA may house other NASA owned aircraft as required in the hangars.
- b) Refueling - The LESSOR shall allow the refueling of NASA-owned aircraft in Lots 1 and 2 as identified on Attachment 1.
- c) Uncovered Space (Ramp Areas and Parking Lots) - Lots 1 and 2, as identified on Attachment 1, shall be provided to NASA for use as parking for its employees, contractors, customers, and visitors, and for use as preferential ramp zone for NASA-owned equipment and aircraft as well as for parking, servicing, refueling, and maintenance of such aircraft. The LESSOR shall allow NASA the use of taxiways and runways, for the takeoff and landing of NASA-owned aircraft when required.

2. LEASE TERM

To have possession, use and quiet enjoyment of the said premises with their appurtenances for a one (1) year term beginning on July 1, 2025 (hereinafter the "Term"), subject to termination rights as may be hereinafter set forth.

3. RENEWAL

This lease may be renewed at the option of NASA, for the following period and at the following terms:

At NASA's sole option, the Term of this Lease may be extended in one (1) year increments (each an "Option Period") for up to nine (9) consecutive option years, provided (i) NASA provides written notice of its election to extend this Lease no later than six (6) months prior to this Lease's expiration date, and (ii) the Parties reach mutual agreement regarding any modification to consideration for the extended

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leasehold interest.

4. TERMINATION

Notwithstanding the rights provided in any other paragraph, NASA may terminate this lease for any reason for its sole convenience by giving at least sixty (60) days' notice in writing to the Lessor and no rental payments shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL CONSIDERATION

NASA shall pay rent ("Rent") to Lessor at \$25,666.67 per month, in arrears, on the first (1st) day of each calendar month during the Term. Rent for a lesser period shall be prorated. Rent payments shall be made by Electronic Funds Transfer (EFT) payable to the City of El Paso by the NASA Shared Services Center (NSSC) – FMD Accounts Payable, For the Accounts of Johnson Space Center, Building 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

In compliance with Federal Law (specifically, Public Law 104-134, The Debt Collection Improvement Act of 1994), contractors are to provide their banking data to the US Government's "System for Award Management (SAM)" [www.sam.gov]. All agencies/ departments of the US Government are to use this information to make their electronic payments. Prior to the execution of the Lease, Lessor agrees to complete registration in the SAM and return the Cage Code and Tax ID to NASA. Lessor acknowledges that prior to the commencement of any rental payments by NASA, Lessor will have completed SAM Registration.

NASA will be responsible for paying for its utilities usage. NASA shall make such payments for utilities directly to Lessor, upon receipt of the actual utility bill or a proper invoice. A proper invoice shall consist of the following information:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease Number.
- (iv) NASA order number - or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
- (vii) Name (where practicable), title, phone number and mailing address of person to be notified in the event of a defective invoice.

Monthly payment schedules will be set forth in Exhibit B: Rental Summary to memorialize the Rent and the utilities paid during each month of the Term. The Rental Summary shall include any adjustments made to the Rent during any month of the Term.

6. READJUSTMENT OF RENT

If the Term of the Lease is extended for four (4) Option Periods, Rent shall be adjusted on the first of the month of the fifth (5th) Option Period. All readjustments shall be effective as of the beginning of the respective Option Period, without regard to the date the actual adjustment is made.

Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises,

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disregarding the value of any Lessee-owned improvements located on the Premises. In no event however, shall Rent for the 5th Option Period be less than the Rent established at the beginning of this Lease.

Notwithstanding any other provision in this Lease, the increase in Rent at the 5th Option Period shall not exceed twenty-five percent (25%) of the Rent established at the beginning of the Term (hereinafter referenced as the "Cap" for the Option Period). This Cap shall apply to the rental rate determined after an appraisal is conducted to determine the fair market value of the Premises.

The appraisal will be based on a per square foot basis of the Premises. Lessor will select an appraiser from its list of qualified appraisers, as accepted by the Lessee, to establish the fair market value of the Premises.

Once this appraisal ("First Appraisal") is completed, Lessor shall notify Lessee in writing of the rental rate. If Lessee agrees with the First Appraisal or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, the First Appraisal and its resulting rental rate shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee shall notify Lessor in writing, within fifteen (15) calendar days after receipt of said written notice, of Lessee's request for a qualified second appraisal ("Second Appraisal"). The Second Appraisal will be performed by an appraiser on the list of qualified appraisers chosen by the Lessee with concurrence from Lessor. The cost of the Second Appraisal shall be paid by Lessee. The rental rate resulting from the Second Appraisal shall be calculated to a rate equal to eight percent (8%) of the then fair market value of the Premises, disregarding the value of any Lessee-owned improvements located on the Premises.

After the Lessee provides Lessor with the Second Appraisal, each Party has 15 calendar days from Lessor's receipt of the Second Appraisal to review and accept the Second Appraisal. If either Lessor or Lessee disagrees with the resulting rental rate from the Second Appraisal and provides written notice to that effect within the 15 calendar day period, a third appraisal ("Third Appraisal") will be conducted.

Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the resulting rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the resulting rental rate from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Premises for which the Rent is determined. Should the final determination of the fair market value of the Premises be a lower rate than the fair market value determined by the First Appraisal, Lessor shall provide Lessee with a Rent credit on a monthly basis until the entire amount has been credited to Lessee's account.

7. DECLARATION OF RESTRICTIONS AND COVENANTS, AND FEDERAL AVIATION ADMINISTRATION REQUIRED PROVISIONS

The Lessor has incorporated its Declaration of Restrictions and Covenants, as set forth in Exhibit D, that is applicable to all leases at EPIA. The Parties acknowledge and agree that i) in the event of a legal proceeding, the Party against whom a judgement is rendered shall not bear the reasonable expense of attorneys' fees of the prevailing party as set forth in Section 6.06 Attorney's Fees of the Lessor's Declaration of Restrictions and Covenants, ii) the definition of Improvements as defined in this Lease and the definition of Improvements as defined in the Lessor's Declaration of Restrictions and Covenants shall

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be all encompassing and not deemed to be in conflict, iii) where there is a conflict with the other definitions in the Lessor's Declaration of Restrictions and Covenants with the definitions in this Lease, the definitions in this Lease shall prevail, and iv) where there is a conflict between any clause, the designee from each Party shall work together to resolve the conflict. The Parties agree that if they are at a stalemate after sixty (60) days, the language in this lease will apply. If there is a conflict between information in any Exhibit, including Exhibit D, and the terms of this Lease, the Lease will prevail.

The Federal Aviation Administration ("FAA") Required Provisions, as set forth in Exhibit E, are applicable to each Party, in as much as they do not conflict with the applicable Party's mandated civil rights and nondiscrimination statutes, Executive Orders, and other rules and regulations (collectively, "requirements"). Where a conflict exists, the Party will comply with its own requirements.

8. MAINTENANCE AND REPAIRS

Each Party shall, at its sole cost and expense, be responsible for the maintenance, repair, service, replacement, and/or provision of the specifically identified facilities, structural elements, and spaces within or on the Premises, appurtenances, or services in connection with the operation or maintenance of the Premises, as set forth in Exhibit F – Maintenance and Repair Responsibilities Matrix ("Matrix"), that may be updated as needed upon mutual agreement by the Parties. In accordance with the Matrix:

NASA shall be responsible for the general repair and maintenance of the facilities within Hangars # 1 and Hangar #2 of the Premises. The facilities shall be kept clean, orderly, and in good order and operating condition, reasonable wear and tear and any periods of repair excepted. Any repairs done by NASA shall conform to all applicable laws, ordinances and building codes, including those that become required during the Term.

NASA shall maintain and repair all of its Improvements, as defined below, and as listed in the Matrix. The Lessor shall not be responsible for any prior or subsequent Improvement, unless agreed to by the Parties in writing prior to the expiration or termination of this Lease.

The Lessor, at its sole discretion, may perform certain maintenance obligations which are NASA responsibilities, upon NASA's written request. The Lessor will invoice NASA for labor and materials plus a 10% administrative charge for such work. Payment will be due within thirty (30) days from NASA's receipt of a proper invoice, as set forth in the Rental Consideration section.

The Lessor shall be responsible for the repairs and replacement of the structural elements within the Premises, including those caused by any force majeure action. For purposes of this section, a force majeure action means any action beyond the Lessor's control including, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The structural elements shall be maintained in good order and operating condition, reasonable wear and tear and any periods of repair and replacement excepted. When normal wear and tear of any structural element require replacement, the Lessor shall be solely responsible for such replacement.

The Lessor's responsibility further extends to any damage caused to the Facilities maintained by NASA, as a result of a failure or malfunction of these structural elements. In such incident, the Lessor shall coordinate the repair or replacement of the damage caused to the Facilities with NASA within thirty (30) days of written notice by NASA.

The Lessor shall also maintain and repair or replace the NASA preferential ramp zone and parking areas, HMAC ramp space, and the reinforced concrete airplane pads, as it deems necessary and appropriate. All

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maintenance, repair, and improvements related to the parking areas, including but not limited to pavement maintenance, repaving, striping, lighting, signage, and drainage, are the sole responsibility of the Lessor. In the event that issues with parking areas directly impact NASA operations or pose a risk to the safety of NASA employees or visitors (such as inadequate pavement grading leading to drainage issues), the Lessor is required to promptly address these issues upon written notice from NASA. The Lessor shall be responsible for any prohibition or delay in NASA's use of these areas within the Premises that are caused by Lessor not maintaining these areas in good order and operating condition.

NASA shall notify the Lessor, in writing (electronic mail included), of any maintenance or repairs that are needed, which are the responsibility of the Lessor. Notification should be made as soon as practicable and no later than ten (10) business days after NASA becomes aware of the need for repair, except in cases where the repair need poses an immediate threat to safety or operational capability, in which case immediate notification is required.

NASA may perform certain maintenance or repairs, including improvements, which are the Lessor's responsibilities, should the Lessor not be responsive or in cases where immediate action is required to prevent further damage or disruption to its operations. If such maintenance needs are not addressed promptly by the Lessor after written notification from NASA, NASA reserves the right to undertake the necessary repairs or replacements to maintain operational efficiency. In such instances, the costs incurred by NASA, including labor, materials, and any applicable administrative charges, may be deducted from Rent or any other payments due under this lease, then or thereafter due, an amount, which reflects the reduced value of the lease requirement not performed. No deduction from Rent pursuant to this clause shall constitute a default by NASA under this lease.

These remedies are not exclusive and are in addition to any other remedies, which may be available under this lease or at law.

9. HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SERVICE AND REPAIR

Lessor will provide HVAC maintenance and repairs, including HVAC: Building System Maintenance and Air Distribution, at NASA's El Paso lease facilities until the completion of the replacement of the current HVAC system by the Lessor. Prior to the upgrade and replacement of the HVAC system the lessor agrees to promptly respond to any reported HVAC service and repair issues to ensure the efficient functioning of the HVAC units and heaters.

Upon receiving a written notification from lessee regarding an HVAC issue, lessor will take immediate action to assess and address the reported problem. Lessor will initiate the necessary repair or maintenance within 24 hours from the receipt of the notification.

Throughout the repair and replacement process, lessor shall maintain open and proactive communication with lessee, providing regular updates on the status of the replacement.

Upon written notification of the completion of the installation of the new HVAC system, NASA will assume full responsibility for all maintenance and repair of the HVAC: Building System Maintenance & Air Distribution.

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Inspection Prior to Transfer of Responsibility

Before NASA assumes responsibility for HVAC maintenance and repairs, NASA technicians will conduct an inspection to assess the condition and serviceability of all HVAC equipment. The inspection will identify any major repairs or replacements needed. The lessor will be responsible for addressing any such issues identified during the inspection.

Determination of Serviceable Life and Replacement

Serviceable Life: If during the inspection or any subsequent maintenance activities, it is determined that an HVAC unit is beyond its serviceable life, the lessor will be responsible for replacing the unit. Equipment will be considered beyond its serviceable life when it exceeds its manufacturer's recommended operational lifespan or needs repairs amounting to over 40% of its replacement cost.

Beyond Repair: If an HVAC or heater unit is deemed beyond repair (i.e., the cost of repair exceeds the value of the unit or it cannot be restored to proper working condition), the lessor will be responsible for replacing the unit with a new, equivalent model. The determination of whether a unit is beyond repair will be made by a qualified HVAC technician from either party, with mutual agreement.

Accountability for Replacement

If the lessor fails to replace an HVAC unit that is beyond its serviceable life or beyond repair within 30 days of written notification, the lessee will have the right to replace the unit and deduct the cost from future lease payments. If the lessor fails to provide temporary heating or cooling solutions within 24 hours in the event of an HVAC failure, the lessee may arrange for temporary solutions and deduct the associated costs from future lease payments.

Responsibilities

1. Lessee's Responsibilities (Maintenance):

- The lessee shall conduct routine maintenance of the HVAC system, including inspections, cleaning of filters, and regular checks of system performance.
- The lessee agrees to maintain records of all maintenance activities, including dates, actions taken, and personnel involved, and will provide these records to the lessor upon request to demonstrate regular upkeep.

2. Lessee's Responsibilities (Repairs):

- The lessee is responsible for all repairs needed due to equipment failure, wear and tear beyond routine maintenance, or breakdowns that require substantial parts replacement or technical expertise, provided the equipment is within its serviceable life and not beyond repair.

3. Lessor's Responsibilities (Replacement):

- The lessor is responsible for replacing any HVAC unit that is beyond its serviceable life or deemed beyond repair. The lessor shall ensure that replacement units are installed promptly to minimize disruption to NASA's operations.

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- The lessor shall provide all manuals and manufacturer's recommended maintenance plans for the new HVAC equipment installed. This documentation will be supplied to NASA to ensure proper maintenance and adherence to manufacturer guidelines.

Definitions

1. **Maintenance:** Regular and routine actions taken to keep the HVAC system in proper working condition, including but not limited to cleaning, inspecting, testing, and replacing minor parts that do not require significant expense. Maintenance is intended to prevent failures or prolong the life of the HVAC units.
2. **Repairs:** Actions taken to correct breakdowns or malfunctions in the HVAC system, including significant part replacements, that are necessary when the system fails to operate as intended. Repairs often involve restoring the system after major component failures or addressing issues that significantly impair its functionality.

10. MAJOR REPAIRS AND ACCOUNTABILITY

Major Repairs is defined as repairs or replacements critical to the operational integrity of the Premises, and is limited to any structural repairs and roof replacements, including the Building Exterior (Structural Elements) as stated in the Matrix.

Upon NASA's identification of a need for a Major Repair, both Parties shall engage in a collaborative planning process to develop a detailed repair plan. This plan will outline the scope of work, key milestones, and a completion timeline. The plan must be finalized and agreed upon in writing by both Parties within thirty (30) days of the initial identification of the need for a Major Repair.

Lessor shall initiate each respective repair plan within sixty (60) days of the last signature of the applicable Party and complete such repairs in accordance with the plan within the agreed-upon timeline. The Parties will jointly conduct regular progress reviews to ensure adherence to the timeline and to address any emerging issues promptly.

In the event Lessor fails to initiate or adequately progress towards completing each Major Repair in accordance with the agreed-upon timeline, without reasonable cause, Lessee:

- May issue a formal notice to Lessor specifying the deficiency and providing an additional thirty (30) days to cure the delay.
- If the delay is not remedied within this period, Lessee may, at its option and without prejudice to any other rights or remedies that may be available to it, 1) seek a proportional reduction in Rent corresponding to the impact on the usable space or operational efficiency of the Premises; or 2) make or cause to be made such necessary repair, in which case Lessor will offset the costs of those repairs from future Rent due to Lessor.

The Matrix may be updated to reflect specific agreements on Major Repairs, responsibilities, and timelines, subject to mutual consent by the Parties. Such updates shall be considered integral to this Lease and binding upon both Parties.

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11. DAMAGE TO THE PREMISES

Each Party agrees, at its own cost and expense, to repair or replace any damage outside of normal wear and tear, or injury done on the Premises, including but not limited to, itself or any of its customers, clients, agents, representatives, contractors, subcontractors, or guests. In the event damages are caused to the facilities, structural elements, or any other area within the Premises that can be attributed to both parties or where the attribution of the cause is unclear, the Lessor and NASA agree to negotiate in good faith to allocate the costs of repair or replacement.

In the event any damage or injury is determined to be solely caused by NASA, a joint inspection shall be conducted by representatives of the Lessor and NASA to assess the extent of such damage. This joint inspection should occur as soon as practicable following the identification of potential damage.

Following the joint inspection, the Lessor will provide NASA with a written report detailing the extent of the damage, including photographic evidence where appropriate, and an estimated cost for repairs.

Repair cost estimates shall be determined based on the current market rates for the required materials and labor in the El Paso area. The Lessor shall obtain and provide to NASA at least two independent quotes from licensed contractors for any repair work exceeding a cost threshold of \$5,000.00.

NASA shall have the right to review and dispute any details of the damage assessment report or the cost of repairs. Any disputes should be raised in writing within a set period (e.g., 10 working days) of receiving the report from the Lessor.

In the event of a dispute that cannot be resolved by mutual agreement, the Parties may mutually agree to an independent third-party assessment or either Party may file a claim in accordance with the Disputes section herein.

12. DISPUTES

- a. This lease is subject to the Contract Disputes Act of 1978 (41 USC 601-613).
- b. Except as provided in the Contract Disputes Act ("Act"), all disputes arising under or relating to this lease shall be resolved under this clause.
- c. "Claim" as used in this clause, means a written demand or written assertion by one of the leasing parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under a lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. (1) A claim by the Lessor shall be made in writing and submitted to the NASA Signatory (or designated representative) for a written decision. A claim by NASA against the Lessor shall be subject to a written decision by the NASA Signatory (or designated representative).

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- (2) For Lessor claims exceeding \$100,000, the Lessor shall submit with the claim a certification that:
 - (i) The claim is made in good faith;
 - (ii) Supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and
 - (iii) The amount requested accurately reflects the contract adjustment for which the Lessor believes NASA is liable.
- (3) (i) If the Lessor is an individual, the certification shall be executed by that individual.
- (ii) If the Lessor is not an individual, the certification shall be executed by:
 - (A) A senior company official in charge at the Lessor's plant or location involved; or
 - (B) An officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.
- e. For Lessor claims of \$100,000 or less, the NASA Signatory (or designated representative) must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor certified claims over \$100,000, the Contractor Officer must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.
- f. The NASA Signatory (or designated representative)'s decision shall be final unless the Lessor appeals or files a suit as provided in the Act.
- g. At the time a claim by the Lessor is submitted to the NASA Signatory (or designated representative) or a claim by NASA is presented to the Lessor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.
- h. NASA shall pay interest on the amount found due and unpaid from: (1) the date the NASA Signatory (or designated representative) receives the claim (properly certified is required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the NASA Signatory (or designated representative) receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the NASA Signatory (or designated representative).

13. ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from NASA under this contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said

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Act, as amended, be subject to reduction or set-off.

14. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

NASA shall be able to make alterations, additions, or improvements (collectively and individually, "Improvements") to the Premises with the Lessor's written permission given in advance to the Real Estate Contracting Officer, and said permission shall not be unreasonably withheld by the Lessor such that it affects the mission of NASA.

~~In the event the Lessor provides consent to the Real Estate Contracting Officer, to the making of any Improvement to the Premises by NASA, the Lessor will consider if the improvement provides value and if accepted the Parties may negotiate a downward equitable adjustment to the cost of the Lease if the proposed Improvement enhances the value and use of the Lessor's property. The Lessor and NASA shall make every good faith effort to negotiate a downward adjustment to the Lease prior to NASA incurring costs commencing with the Improvement to the Premises. The downward adjustment shall be based upon the amortization of the full value of the Improvement to the Lessor's Premises over the remaining period of the Lease.~~

NASA shall submit plans, drawings, and an estimated cost for each such Improvement to the Director of Aviation for approval; such approval is limited only to the Director of Aviation's approval. Within 20 calendar days of the NASA's submission, the Director of Aviation shall notify the Real Estate Contracting Officer or his/her designee in writing that the plans and drawings have been approved, or that they will be approved upon the correction of noted discrepancies identified by the Director of Aviation. The approval of any plans, specifications, and working drawings by the Director of Aviation for NASA's construction or alterations of improvements shall create no responsibility or liability on the part of the Lessor for their completeness, design, sufficiency of compliance with all laws, rules and regulations of federal, state, county, and municipal authorities.

It is specifically understood that the Department of Aviation is only one of numerous Departments of the City and that, in addition to obtaining approval of the Director of Aviation, NASA may be required to obtain appropriate approval of other City Departments. Upon the NASA's correction of all discrepancies, NASA shall submit three (3) sets of plans and drawings to the Lessor through its appropriate City Departments for the approval of the plans and drawings. In the case where a permit(s) is(are) required, NASA shall provide to the Director of Aviation copies of the permits issued, the certificate of occupancy, and one set of as-built drawings after the completion of the alteration, addition or improvement. Nothing herein creates an obligation on the part of NASA or a right on the part of the Lessor for the NASA to make any improvements to the leased premises.

If NASA requests the Lessor to make Improvements to the Premises, the work shall be completed under a separate procurement or an amendment to this Lease.

15. CODE COMPLIANCE

The Lessor warrants this land, as occupied by NASA, to be in compliance with all Federal, state and local building, fire and life safety, and environmental codes. Lessor further agrees that improvements made to the Premises on NASA's behalf by Lessor shall also be in compliance with all Federal, state and local building, fire and life safety, and environmental codes. Should any violation of these codes exist or occur, as a result of the Lessor's fault or negligence the Lessor will immediately correct those violations at the Lessor's sole cost. Upon a failure by the Lessor to correct such violations, NASA may, at its option, effect the corrections and deduct such costs from Rent due or terminate the lease.

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Any Improvements made to the Premises by NASA shall also be in compliance with all applicable federal, state and local building, fire and life safety, environmental codes. Costs of correcting any violations stemming directly from NASA Improvements will be the sole responsibility of NASA.

16. PARKING

The parking area shall be for the exclusive use of the customers, clients, patrons, and business invitees of NASA. See Attachment I for specific parking spaces allotted for this lease.

17. SIGNS

NASA shall have the right to install at its own cost and expense, necessary and usual trade signs, including electrical signs, on the front of said premises, said signs to be erected and installed and maintained in a first class manner, in accordance with the ordinances of the township- county and state in which the premises are located with the written approval of the Director of Aviation which will not be unreasonably withheld. Upon the expiration of the Lease, the NASA shall remove such sign at the NASA's own expense.

18. LESSOR'S RIGHTS OF ENTRY

Notwithstanding any other provision of this Lease, Lessor acknowledges that pursuant to NASA's security requirements, access to the demised premises or portions thereof may be restricted and may require, among other things, (i) advance notice, (ii) continuous escort by authorized personnel of NASA and/or its related entities (iii) badging.

At all reasonable times NASA shall permit Lessor, its agents and representatives, and the holder of any Mortgage, to enter the demised premises without charge therefor and without diminution of the rent payable by NASA in order to examine, inspect or protect the demised premises and the building, to make such alterations and/or repairs as in the sole and absolute judgment of Lessor may be deemed necessary or desirable, or to exhibit the same to brokers, prospective tenants, lenders, purchasers and others. Except in the event of an emergency, Lessor shall endeavor to minimize disruption to NASA's normal business operations in the demised premises in connection with any such entry. In case of a life-threatening emergency or imminent danger to property, Lessor shall have the right to enter the demised premises by breaking down the doors or by other forcible means and shall suffer no liability to NASA whatsoever therefor, and in which case, (i) Lessor shall promptly notify NASA of such entry and (ii) Lessor shall keep confidential any contents found in the demised premises and any information located therein, during such entry. Lessor shall be under no obligation whatsoever, notwithstanding anything to the contrary contained in this Lease, to perform any cleaning, maintenance or repair work to the demised premises to which Lessor is not given reasonable access.

19. HAZARDOUS SUBSTANCES

(a) Compliance with Environmental Laws. NASA shall conduct all operations or activities upon the Premises, in compliance with all Environmental Laws, as hereinafter defined. NASA shall not engage in or allow, including by contractors operating at the Premises on NASA's behalf, any dumping, discharge, disposal, spillage or leakage of any Hazardous Substances, except as may be allowed pursuant to a permit issued under Environmental Laws, as hereafter defined, at, on, in or about the Leased Premises.

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For the purpose of this lease. Environmental Laws shall include:

1. Hazardous Substance Law" means any Federal or State statute, regulation, rule, or ordinance concerning the presence, possession, handling, storage, treatment, transportation, disposal or cleanup of, or liability for, a Hazardous Substance, as currently in effect and as hereafter enacted or modified.
2. "Hazardous Substance" means any chemical compound or material which is deemed a hazardous substance, hazardous waste, hazardous material, infectious waste or toxic substance, or any combination defined, listed or classified by reasons of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive carcinogenicity, extraction procedure toxicity, toxicity characteristic, leaching procedure toxicity, petroleum product; "hazardous waste", "restricted hazardous waste", and "waste" with the above stated properties, as defined in Federal code; and any other chemical material or substance that because of its quantity, concentration, physical or chemical characteristics exposure to which is limited or regulated for health, safety, and environmental reasons by any governmental authority with jurisdiction, or which poses significant present or potential hazard to human health and safety or to the environment if released to the workplace or environment.

Should an unpermitted discharge of a hazardous substance occur on the Premises, or other violation of Environmental Laws occur, NASA must notify the Lessor, and make any other notifications as may be required by Environmental Laws, immediately and take reasonable steps to contain any immediate health or safety violation. NASA will take immediate actions to remedy the violation of any Environmental Law at its sole cost and expense, if caused by the NASA.

20. SURRENDER OF PREMISES

Upon termination or expiration of this lease, NASA shall surrender the premises in good condition and repair. However, at termination of the Lease, NASA shall have no responsibility, financial or otherwise, to either restore the premises or to make payment in lieu thereof. NASA shall not restore, either physically or by payment in lieu thereof, reasonable and ordinary wear and tear, damage by the elements or by circumstances over which NASA has no control, and/or any alterations, or damage thereto, which the Lessor installed and was reimbursed by NASA through payment therefore or which NASA installed at its own expense with the Lessor's prior approval.

21. ASSIGNMENT BY LESSOR

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns as if they were original signatories to this lease.

22. LESSOR'S SUCCESSORS

~~The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns as if they were original signatories to this lease.~~ Lessor shall have the right to assign or transfer, in whole or in part, every feature of its right and obligations, hereunder and in the Premises. The Lessor, by written notice to NASA, will furnish notification of any change of address, ownership or management of property, name of new Lessor or line of succession. Such notice shall be provided at least fifteen (15) days prior to said change. Changes in ownership will be memorialized by supplemental agreement between original Lessor, the new Lessor and NASA. As set forth in the Lessor's Successors' section, any new Lessor will be bound by the same terms, provisions and conditions of this Lease as if they were original signatories to this Lease.

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23. FAILURE IN PERFORMANCE

The covenant to pay rent and the covenant to allow access to the Premises and Improvements under this lease are interdependent. In the event of failure by the Lessor to allow access to the premises as required under this lease, NASA may deduct from Rent or any other payment or payments under this lease, then or thereafter due, to the resulting non accessibility by NASA, including all administrative costs. If NASA elects to perform any such requirement, NASA and each of its contractors shall be entitled to access any and all areas of the premises, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access.

Alternately, NASA may deduct from Rent or any other payments under this lease, then or thereafter due, an amount, which reflects the reduced value of the lease requirement not performed. No deduction from Rent pursuant to this clause shall constitute a default by NASA under this lease.

These remedies are not exclusive and are in addition to any other remedies, which may be available under this lease or at law.

24. MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and NASA's obligation to pay Rent and other NASA obligations and covenants, arising under or related to this Lease, are interdependent. NASA may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against Rent or any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by NASA of this lease.

25. GOVERNING LAW

Federal law governs this Lease for all purposes, including, but not limited to, determining the validity of this Lease, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. Lessor shall comply with all Federal, State and local laws applicable to the Lessor as owner or Lessor, or both, of the premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. NASA will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of NASA.

The Lessor and NASA consent and agree that any legal proceeding involving this Lease, or the activities conducted under this Lease, which involves the United States, NASA, its Administrator, or any of its officials or employees, shall be brought in an administrative tribunal or Federal court of competent jurisdiction. The Lessor shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

26. SEVERABILITY

If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and reasonable and be legal, valid and enforceable.

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27. TAXES

Lessor is a tax-exempt government entity and all applicable real property taxes, if any, were included and agreed upon by Lessor and NASA in the lease price listed in this order.

28. AMENDMENTS

It is understood and agreed by and between the NASA and the Lessor that the lease shall not be amended except in writing executed by both parties. Only the Real Estate Contracting Officer has the authority to amend, execute and legally bind the NASA. Any direction action the Lessor takes which does not come from the Real Estate Contracting Officer the Lessor does at their own risk.

29. PROMPT PAYMENT ACT

The Prompt Payment Act (31 U.S.C. Chapter 39) is applicable to the payment of Rent, utilities, and the provision of alterations, additions, and improvements performed by Lessor at the request of NASA.

30. ANTI-DEFICIENCY ACT

Any expenditure by NASA of federal funds under this Lease is subject to the lawful availability of such funds for the purposes described in this Lease. Nothing in this Lease will require a violation of the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)(A)), or any other law or regulation relating to appropriated funds of NASA, nor shall this Lease require a violation of any law or regulation relating to the leasing of real property by NASA.

31. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Lessor agrees as follows:

- a. The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the NASA Signatory (or designated representative) setting forth the provisions of this Equal Opportunity clause.
- b. The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency NASA Signatory (or designated representative), advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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- e. The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further NASA contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

32. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Lessor may, consistent with Federal law and this Agreement, release general information regarding its own participation in this lease as desired.

33. EXAMINATION OF RECORDS

- a. Lessor agrees that the United States of America and/or the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of Lessor involving transactions related to this lease.
- b. Lessor further agrees to include in all his contracts and subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with NASA have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor or subcontractor involving transactions related to the contract or subcontract.

34. NOTICES

Any notice under the terms of this Lease may be given in writing via email or any other appropriate method, and delivery shall be deemed notice under the terms of this Lease. Any notice given by either Party shall be conducted only by the designated representative of each.

The following personnel are designated as the points of contact between the Parties in the performance of this Lease.

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ADMINISTRATIVE POINTS OF CONTACTS

NASA Johnson Space Center

Roger M. Roberts
Manager, Facilities, Acquisitions, and Agreements
Aircraft Operations Division
NASA Johnson Space Center
2101 NASA Parkway
Code: CC51
Houston, Texas 77058
Office: 281-483-2916
Cell: 281-222-5523
roger.m.roberts@nasa.gov

City of El Paso

Suzan Aguilar
Land & Contract Administrator
El Paso International Airport
6701 Convair Rd.
El Paso, Texas 79225-1099Mail
Office: 915-212-7315
Cell: 915-204-3009
AguilarDS@elpasotexas.gov

REAL PROPERTY POINT OF CONTACT

Sandra J. Tetley
Real Property Accountable Officer
NASA Johnson Space Center
2101 NASA Parkway, Mail Code: JP1 Houston, Texas 77058
Office: 281-636-6875
sandra.j.tetley@nasa.gov

35. USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials:

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems:

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

36. RELOCATION ASSISTANCE ACT

If the Lessor satisfies the requirements of this lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing

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regulations at 49 CFR Part 24. B. The Lessor shall give NASA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

37. NO WAIVER

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

38. INTEGRATED AGREEMENT

This Lease, together with attachment(s) attached hereto, upon execution, constitutes the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

39. COUNTERPARTS

If this Lease shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

{Signatures next page}

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: CITY of EL PASO

By: _____
Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney
Assistant Director

APPROVED AS TO CONTENT:

Juan Antonio
Nevarez

Digitally signed by Juan
Antonio Nevarez
Date: 2025.06.03 16:18:02
-06'00'

Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

CAGE CODE: 3XVY1 TAX ID NO: 74-6000749

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION OFFICE OF STRATEGIC
INFRASTRUCTURE

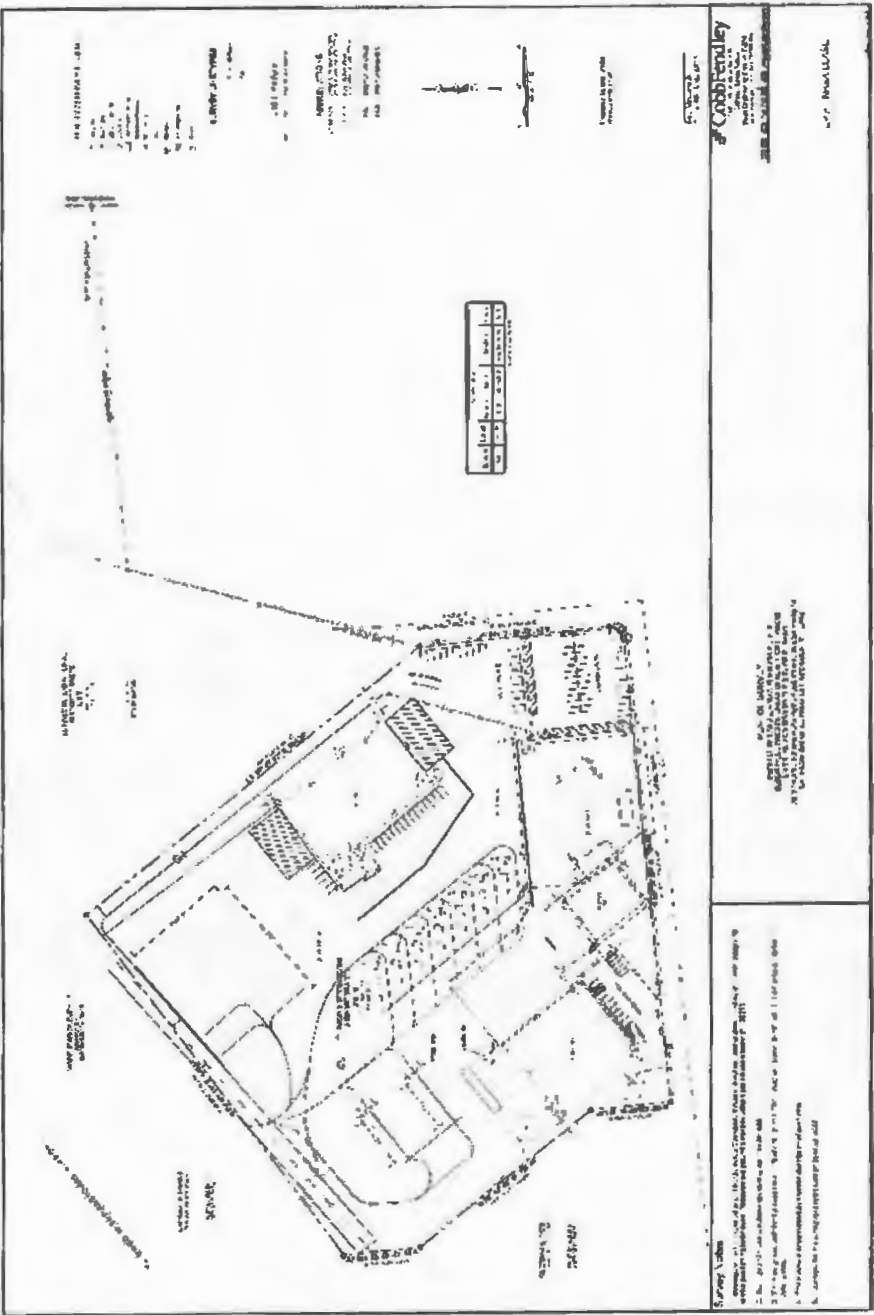
By: **Darlene Eltringham**

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Eltringham
Date: 2025.06.03 07:37:44
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Darlene E. Eltringham
Real Estate Contracting Officer
Real Estate Branch
Facilities and Real Estate Division

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40. EXHIBIT A: LEGAL DESCRIPTION



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41. EXHIBIT A Cont. LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION

That certain parcel of land, being Lots 1 and 2, and a portion of Lot 3, Block 17, El Paso International Airport Tracts Unit 9, an addition to the City of El Paso, El Paso County, Texas, according to the plat recorded in volume 24, page 13, Plat Records of El Paso County, Texas more particularly described by metes and bounds as follows:

COMMENCING at an existing city monument at the centerline P.C. of Shuttle Columbia Drive opposite Lot 1, Block 17, El Paso International Airport Tracts Unit 11, according to the plat recorded in volume 71, page 29, Plat Records of El Paso County, Texas. **WHENCE**, an existing city monument at the centerline intersection of Shuttle Columbia Drive and Hawkins Boulevard bears $N81^{\circ}55'08''E$, a distance of 1964.30 feet, **THENCE**, $S15^{\circ}18'16''W$, a distance of 456.01 feet to a found "X" mark on the westerly right-of-way line of Shuttle Columbia Drive, for the southwesterly corner said Lot 1, Block 17, El Paso International Airport Tracts Unit 11, said point also being the **POINT OF BEGINNING** of this description,

THENCE, $S05^{\circ}42'40''E$ ($S08^{\circ}49'53''E$ -Record), along said westerly right-of-way line, a distance of 286.54 feet to a found "X" mark;

THENCE, 31.42 feet along the arc of a curve to the right, having a radius of 20.00 feet, an interior angle of $90^{\circ}00'00''$, and a chord which bears $S19^{\circ}17'30''W$ ($S36^{\circ}10'07''W$ -Record), a distance of 78.28 feet to a found 1/2" rebar on the northerly right-of-way line of Boeing Drive;

THENCE, $S81^{\circ}17'29''W$ ($S81^{\circ}18'07''W$ -Record), along said northerly right-of-way line, a distance of 705.26 feet to a found 1/2" rebar with cap stamped "1X 5152" for the southwesterly corner of said Lot 1, Block 17, El Paso International Airport Tracts Unit 9;

THENCE, $N05^{\circ}42'40''W$ ($N08^{\circ}49'53''W$ -Record), along the westerly line of said Lot 1, a distance of 121.47 feet to a found 1/2" rebar with cap "Not Legible";

THENCE, $N38^{\circ}43'42''W$ ($N41^{\circ}50'55''W$ -Record), continuing along said westerly line, a distance of 327.44 feet to a found nail;

THENCE, $N05^{\circ}42'46''W$ ($N08^{\circ}49'53''W$ -Record), continuing along said westerly line, a distance of 116.79 feet to a found nail for the northwesterly corner of said Lot 1;

THENCE, $N53^{\circ}05'13''E$ ($N49^{\circ}58'00''E$ -Record), along the northerly line of said Lot 1, a distance of 645.67 feet to a set "X" mark on the westerly line of said Lot 1, Block 17, El Paso International Airport Tracts Unit 11;

THENCE, $S38^{\circ}43'42''E$ ($S41^{\circ}50'55''E$ -Record), along said westerly line, a distance of 644.92 feet to the **POINT OF BEGINNING**, containing 12.21 acres more or less.

NOTES:

1. This description is accompanied by a survey plat of even date.
2. Bearings recited are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative position techniques. Distances are ground distances using a project scale factor of 1.000231.
3. This description was performed without the benefit of a title report. There may be easements affecting this property which are not shown herein.

Cobb, Fendley & Associates, Inc.

Raul Vaquera Jr.
Texas RPI S No. 6730
June 23, 2022



SHEET NO. 2 of 2

Job No. 2202-037-02



CobbFendley

Texas Engineering Firm No. F-274
Texas Surveying Firm No. 10134819
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915 858 1892 | fax 915 858 1893 www.cobb-fendley.com

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METES & BOUNDS DESCRIPTION

BEING LOTS 1 AND 2, AND A PORTION OF LOT 3, BLOCK 17, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 9, AN ADDITION TO THE CITY OF EL PASO, ACCORDING TO THE PLAT RECORDED IN VOLUME 24, PAGE 13, PLAT RECORDS OF EL PASO, EL PASO COUNTY, TEXAS

RAUL VAQUERA - Is using File: P:\PROJECTS\2202-037-02\CITY OF EL PASO\2202-037-02\RAUL VAQUERA\2202-037-02\RAUL VAQUERA.dwg

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42. Exhibit B: RENTAL SUMMARY

Location	Land Area/ Ramp (SF)	Building Area (SF)	Monthly Rental Rate	Annual Rental Rate
8101 Boeing Dr.	196,738	23,100	\$8,000.00	\$ 96,000.00
8201 Boeing Dr.	327,707	27,458	\$17,666.67	\$212,000.00
Total	524,445	50,558	\$25,666.67	\$308,000.00

COST BREAKDOWN BY PERIOD

Period	Time Frame	Monthly Lease Amount	*Monthly Utilities Amount	Subtotal
Base	7/1/2025 to 6/1/26	\$25,666.67	\$8,319.90	\$33,986.57
Option 1	7/1/2026 to 6/1/27	\$25,666.67	\$8,527.90	\$34,194.57
Option 2	7/1/2027 to 6/1/28	\$25,666.67	\$8,533.10	\$34,199.77
Option 3	7/1/2028 to 6/1/29	\$25,666.67	\$8,746.42	\$34,413.09
Option 4	7/1/2029 to 6/1/30	\$25,666.67	\$8,965.09	\$34,631.76
Option 5	7/1/2030 to 6/1/31	TBD Per Clause 5	\$9,189.21	TBD
Option 6	7/1/2031 to 6/1/32	TBD Per Clause 5	\$9,418.94	TBD
Option 7	7/1/2032 to 6/1/33	TBD Per Clause 5	\$9,654.42	TBD
Option 8	7/1/2033 to 6/1/34	TBD Per Clause 5	\$9,895.78	TBD
Option 9	7/1/2034 to 6/1/35	TBD Per Clause 5	\$10,143.17	TBD

***Note on Utilities Amount:** The utilities costs listed are direct pass-through expenses covered by NASA as described in Article 5. Any differences between projected utilities as shown in the above chart and actual utilities costs will be trued up on an annual basis. If NASA's monthly payments result in excess funds, the excess funds will be de-obligated and returned to NASA to correct for overestimations in utility expenses and align with actual costs.

43. EXHIBIT D: DECLARATION OF RESTRICTIONS AND COVENANTS

El Paso International Airport, El Paso, Texas

ARTICLE 1 - PROPERTY

This Declaration of Restrictions and Covenants ("Declaration") applies to all leases of Airport property.

ARTICLE 2 - DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

- 2.01 **AIR OPERATIONS AREA (AOA)**: A portion of an airport, specified in the airport security program, in which security measures specified in Title 49 Code of Federal Regulations (CFR) Part 1500 are implemented. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (such as general aviation areas). This area does not include the Secured Area.
 - 2.02 **BUILDING**: The main portion of any building located on a Lot and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.
 - 2.03 **BUILDING COVERAGE**: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.
 - 2.04 **BUILDING SITE**: The entire Lot or Lots (if contiguous) leased by one Lessee.
 - 2.05 **CITY**: The City of El Paso, Texas, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.
 - 2.06 **COMMERCIAL USE**: Any use of the Building Site for the provision of goods and services which are used in support of the community's trade and service establishments and which the intensity of the use is compatible with each other surrounding uses and provides for a wide range of types of commercial activity.
 - 2.07 **DECLARATION**: means this Declaration of Restrictions and Covenants and includes any amendments to this Declaration of Restrictions and Covenants.
 - 2.08 **DECLARANT**: The City of El Paso, a political subdivision of the State of Texas.
 - 2.09 **DIRECTOR OF AVIATION**: Director of the Department of Aviation for the City of El Paso.
- ESCORT**: An individual granted unescorted access to secured areas of the Airport may escort

- non-badged individuals into secure areas for official business purposes. An individual granted escort authorization in the SIDA and Sterile areas must have an "E"
- 2.10 designation on their Airport identification badge. The person/persons being escorted must have official business in the area and be strictly controlled by the badged individual.
- 2.11 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.
- 2.12 FOREIGN-TRADE ZONE: The use of any Lots or any part thereof on airport property for Industrial Operations or other activities that comply with the U.S., Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U.S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.
- 2.13 FRONT LOT LINE: The property line that faces a Street. On corner Lots or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.
- 2.14 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavations, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Lessee.
- 2.11 INDUSTRIAL OPERATION: The manufacturing of products from raw or semi-finished materials, including research, warehousing and wholesaling operations. Retail sales of goods and services are specifically excluded from this definition.
- 2.12 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Lessees in the Industrial Zones as specifically provided herein.
- 2.13 INDUSTRIAL ZONES: Any area of Airport property that may be identified by the Airport as having multiple tenants engaging in Industrial Operations.
- 2.14 LESSEE: Any person, firm, or corporation leasing or subleasing one or more Lots, Building Sites, or space in a Building on a Lot.
- 2.14 LOT: One of the numbered parcels on the map entitled "El Paso International Airport Tracts" as filed with the County Clerk, County of El Paso, Texas.
- 2.15 REAR LOT LINE: The property line generally parallel to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.
- 2.16 RESTRICTED AREA: Those portions of the Airport within the AOA that are not identified as SIDA or as Secured Areas.
- 2.17 SECURED AREA: A portion of an airport, specified in the airport security program, in

which certain security measures specified in Part 1542 of 49 CFR Chapter XII are implemented. This area is where aircraft operators and foreign air carriers that have a security program under Parts 1544 or 1546 of 49 CFR enplane and deplane passengers, and sort and load baggage.

- 218 **SECURITY IDENTIFICATION DISPLAY AREA (SIDA)**: That area of Airport property outside of the terminal building and within the security fence where entry to the area is controlled by access card and/or guard posts. An Airport identification badge configured to the SIDA must be displayed by unescorted individuals in the area at all times.
- 219 **SETBACK**: The distance a Building must be set back from the property line of a Lot.
- 220 **STREET**: Any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts," as filed with the County Clerk, County of El Paso, Texas.
- 221 **TSA**: The Transportation Security Administration of the U. S. government or any federal agencies succeeding to its jurisdiction.

ARTICLE 3 - PERMITTED USES AND PERFORMANCE STANDARDS

- 3.01 **PERMITTED USES**: No Building, structure, or land shall be used for any purpose other than the uses specifically allowed in the lease agreement.
- 3.02 **PERFORMANCE STANDARDS**: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:
 Hazardous activities
 Vibration or shock
 Noise
 Smoke, dust, odor, or other forms of air pollution
 Heat or glare
 Electronic or radio interference
 Illumination
 Liquid or solid refuse or waste
 Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises
- A. **Hazardous Activities**: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.
- B. **Vibration or Shock**: No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.
- C. **Noise**: No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.
- D. **Air Pollution**: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion,

- or any other atmospheric pollutant shall be conducted within a completely enclosed building.
1. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.
2. The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.
- E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.
- F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.
- G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.
- H. Illumination:
 1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
 2. The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
 3. The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
 4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.
- I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.
Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.
- J. Security: If a Tenant activates space on its leased premises for Foreign-Trade Zone usage, said Tenant will comply with the security requirements imposed by the U.S., Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U.S. Customs Service Regulations, and City

regulations of Foreign-Trade Zone use.

ARTICLE 4 - REGULATION OF IMPROVEMENTS

401 COMPLIANCE: All Buildings and structures shall be in compliance with the El Paso City Code as amended from time to time. This provision applies to the entirety of the Building Site, unless the requirements of the City of El Paso, through its planning and zoning requirements or otherwise, shall be more restrictive, in which case the more restrictive requirements shall apply.

402 INDUSTRIAL USE MINIMUM SETBACK LINES. The following minimum setback requirements apply to Buildings Sites used for Industrial Operations. No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setbacks: Setbacks from Front Lot Lines shall be a minimum of twenty- five (25) feet from the Front Lot Lines; the area between the Street(s) and the Front Setback Line shall be landscaped. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If the Lessee's Lot or Lots front on more than one street, the front Setbacks shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with this Declaration of Restrictions and Covenants except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted. If no parking area is provided in the front Setback area(s), the entire front Setback area(s) shall be landscaped.

B. Side Setbacks: Side Setbacks shall be a minimum of twenty (20) feet, and up to a maximum of fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of the Declarant or its authorized agent. If a single Lessee uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Director of Aviation for the term of the shortest lease.

C. Rear Setbacks: Rear Setbacks shall be twenty (20) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements and are thus not considered encroachments on the setbacks:

E. Roof overhang.

1. Steps and walks.

2. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.

3. Fences.

4. Landscaping.
5. Planters, none over four (4) feet in height.
6. Railroad spur tracks, switches, and bumpers.
7. Approved signs identifying the Lessee or Sublessee.
- 403 COMMERCIAL USE MINIMUM SETBACK LINES: No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than the limits described in the El Paso City Code.
- 404 PROPERTIES FRONTING GLOBAL REACH DR: Regardless of use, any Airport property fronting Global Reach Dr. must have a front set back equal to 100 feet plus the minimum setback required by the zoning code, as amended by time to time. The tenant must not rely on the 100 feet requirement as part of any stormwater management requirements and landscaping requirements. Tenants must still comply with frontage landscaping requirements along Global Reach Dr.
- 405 EXCAVATION:
 - A. General: No excavation shall be made by a Lessee unless the excavation is directly related to the construction of an Improvement on the Building Site approved by the Declarant. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to this Declaration of Restrictions and Covenants.
 - B. Cut and Fill: The Declarant or any authorized agent thereof may at any time enter and make such cuts and fills on any Lot or other part of said Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in accordance with approved plans, the rights of the Declarant under this paragraph shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.
- 406 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Declaration. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days from the date the certificate of occupancy has been filed.

Setback areas shall be landscaped to the minimum extent outlined in this Declaration. In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other lots on the same block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plants set in a ground cover of boulders, pebbles, and/or

sand, shall not comprise more than twenty percent (20%) of any given setback area planting program. This limitation may be waived by the Director of Aviation upon submittal of detailed landscape plans indicating a greater coverage by desert planting.

Vegetation that produces seeds, fruits, or berries, or that provides dense roosting or nesting cover is prohibited. Turf grass and well as any grass seed mixtures containing millet or any other large-seed producing grass is also prohibited. Should any landscaping observed to be attracting birds or wildlife, Lessor will be required to remove said vegetation within ten (10) days of notice after a request in writing from the Declarant or its authorized agent to have it removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work plus 10% shall be borne by the Lessee.

Lessees are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval by the Director of Aviation prior to installation.

407 SIGNS: The following regulations shall apply to all signs displayed for observation from outside a building whether displayed on, near, or within a building:

- A. Permitted Signs: Signs on the Airport shall be limited to those identifying the uses conducted on the site, to those necessary for directional purposes, and to those required to advertise the rental of the specific property on which the sign is displayed. The size, design, and location of all signs shall require the written approval of the Director of Aviation or its authorized agent prior to installation. Outdoor advertising, billboards, or flashing lighting shall not be permitted.
- B. Area and Location: One sign may be permitted in the front of each leasehold and one sign may be attached to the side of the building which faces a public street, both to state only the name, products, and services of the Lessee. The sign in the front of the leasehold shall not exceed one square foot area for each lineal foot of lot frontage and shall not extend more than 35 feet in height above the ground.
- C. Construction: All signs shall comply with all building codes of the City of El Paso and with all rules and regulations of the Federal Aviation Administration or any successor agencies.

408 PARKING AREAS: Adequate off-street parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by

the Declarant or its authorized agent.

- 4.09 STORAGE AND VEHICLE LOADING AREA: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisances.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely screening such areas from view of adjoining Lots and/or public Streets.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas except the side setback area; on street vehicle loading shall not be permitted.

Vehicle loading shall be permitted only at the rear of Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots and/or public Streets.

- 4.10 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in the El Paso City Code and in Federal Aviation Regulations Part 77 or successor regulations for the Airport.

4.11 BUILDING REGULATIONS:

- A. General: Any Building, Improvement, or structure on a Lot shall conform to the following general conditions of construction practice.
- B. City Zoning: The El Paso City Code, as amended, shall apply except that in the event of a conflict between the El Paso City Code and the standards in this Declaration, the more stringent requirement shall apply.
- C. FAA Regulations: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA or any successor agencies, where applicable.
- D. Final Approval by Declarant: Construction shall not commence before the Director of Aviation has granted final approval.

4.12 TYPE OF CONSTRUCTION:

- A. Building Materials: All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Approved siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval by the Director of Aviation. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of the Director of Aviation. Pre-fabricated metal buildings are specifically prohibited. All structures should employ effective bird deterrent measures to prevent

the loafing and nesting of birds.

A minimum of fifteen percent (15%) of the exterior building facade materials on each elevation shall be glass, brick, stone or stucco. The remainder of the facade is to be a combination of concrete, masonry, hardi-plank materials, or wood that has been treated to resist fire, rot, and insects, with a maximum amount of allowed wood being no more than ten percent (10%) and only being utilized for accent and decoration purposes.

- B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred-fifty (250) feet of the Building at an eye level of six (6) feet above the curbline.
 - C. Accessory Buildings, Enclosures, and Fences: Accessory Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.
 - D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.
 - E. Approval by Director of Aviation: The type of building construction proposed shall be subject to the written approval of the Director of Aviation.
- 4.13 PIPES: No water pipe, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5 – SUBMISSION OF PLANS FOR IMPROVEMENTS

- 5.01 AIRPORT DESIGN CRITERIA: All construction of improvements and infrastructure must conform to and comply with the approved plans and specifications submitted by Lessee and approved by the City and the Airport, the applicable statutes, ordinances, building codes, rules and regulations of City and the FAA and such other authorities as may have jurisdiction over the Airport, the Building Site or Lessee's operations herein including, but not limited to the Department of Homeland Security and the Transportation Security Administration, and any successor agencies.
- 5.02 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by Director of Aviation before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant and the Lessee shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities shall be completed.

The Lessee will submit the following plans to the Declarant within the time schedule determined:

A. Topographic, Grading, Drainage, Utility, and Plot Plans:

- I. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.

2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

- B. Floor Plans: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

- C. Ground Cover Plans: Ground cover plans, including landscaping, in accordance with the Airport Landscaping Standards.

- D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, landscaping, and design and placement of signs.

- E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials and/or paint or other coating colors to be used on the exterior of all Improvements that are visible from any point on any Lot line. The Declarant reserves the right to approve all said materials and/or colors and further reserves the right to suggest alternative materials and/or colors that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

- F. Other Plans: Any other plans, specifications, or design features that the Director of Aviation may deem necessary and request.

- G. Additional Requirements - Foreign-Trade Zone: Tenants who intend to use their facilities as a Foreign-Trade Zone shall, in addition to submittal to the Declarant or its authorized agent submit their plans and specifications to the U.S. Customs Service and other federal agencies, as appropriate, for approval and compliance with the Foreign-Trade Zone Act and other required federal regulations.

- 5.03 FORM AND CONTENT OF PLANS: The Airport Director may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

- 5.04 CODES AND REGULATIONS: All Improvements shall be planned and constructed in

accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA or any successor agencies, where applicable.

- 5.05 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by Airport staff. Airport staff will review the plans and either approve or disapprove no later than 30 calendar days from the date of complete submission of plans.
- 5.06 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and specifications to the intent of this Declaration and to the appearance and design of neighboring properties. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

- 5.07 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has disapproved said plans and specifications.
- 5.08 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Lessee of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Lessee to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.02.

- 5.09 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be pursued diligently in accordance with the approved plans and specifications and shall be completed within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or its authorized agent grants written extension of such approval.

After such automatic withdrawal of approval, the Lessee will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions of that document.

LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or its authorized agent in writing. The landscaping plans shall be prepared in accordance with this Declaration shall be submitted at the same time as the other plans and specifications for proposed Improvements.

5.10 All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS OF IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEES: The Declarant may charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

ARTICLE 6 - ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or its authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Lessee will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that this Declaration is being violated by any Lessee on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Lessee to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All the expenses incurred in this action shall be payable by the Lessee or sublessee of the facility in which the violation occurred.

6.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work plus 10% shall be borne by the Lessee.

6.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant or its authorized

agent, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Lessee.

- 6.05 SUIT: The Declarant or the lessees of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.
- 6.06 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.
- 6.07 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- 6.08 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Lessee on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce.
- 6.09 FEE AND EXPENSES: Lessee shall be responsible for all costs incurred by the Declarant in enforcing any provisions of this Declaration in addition to a 10% fee to recover administrative costs incurred by the Airport.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.01 ACCEPTANCE BY ALL LESSEES: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.
- 7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.
- USE PERMITS: Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each Lessee.
- 7.03 CUTTING AND FILLING: The City or any authorized agent thereof may at any time make such

cuts and fills upon any parcel or other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in, or adjacent to, any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with approved plans, the rights of the City under this paragraph shall terminate with respect to such parcel, except that the City shall thereafter have the right to maintain existing streets and drainage structures.

- 7.04 **RESERVATION OF RIGHTS:** Declarant hereby reserves the right to modify, amend and revoke any or all portions of these Covenants at any time, at its sole discretion, with or without notice to any person other than by filing notice of such modification, amendment or revocation in the airport website. Further, the Director of Aviation may grant waivers to, or amend parts of this Declaration in the event the Director of Aviation determines that such waiver or amendment is in the best interest of the Airport.

ARTICLE 8 – PERTAINING TO GENERAL AVIATION (GA)/ FIXED BASE OPERATORS (FBO)

- 8.01 **GENERAL:** The requirements within this Article 8 apply to any leases pertaining to GA and FBO and are in addition to all other requirements in this Declaration of Restrictions and Covenants.

8.02 **PERFORMANCE STANDARDS:**

- A. **Fire and Explosive Hazards:** No activity shall be undertaken involving fire or explosive hazard which shall endanger the property, improvements, or employees of any other property owner or tenant.
- B. **Air Pollution:** No activity of any type shall be conducted or permitted on the leased premises, which violates any applicable federal, state or local law, rule or regulation.
- C. **Illumination:**
 - 1. **Exterior Lighting.** The design and location of exterior lighting shall comply in all respects to the requirements of the City, the Federal Aviation Administration or any successor agencies, and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from and around the Airport.
 - 2. **Interior Lighting.** The source of illumination of any kind within any building on the site shall not be visible at the property line except for normal Installation of standard interior lighting fixtures within buildings.
- D. **Signs:** The number, size, design, and location of all signs displayed for observation from outside a building whether displayed on, near, or within a building shall be subject to prior written approval by the Director of Aviation. All signs shall comply with any applicable sign ordinances and building codes of the City of El Paso and with all rules

and regulations of the Federal Aviation Administration and its successor. Signs on the Leased Premises shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. Outdoor advertising, billboards or flashing lighting shall not be permitted.

- E. Storage: All storage of every type, except of autos or aircraft, shall be within buildings or enclosures formed by a tight, painted board fence or rock walls. Storage of aircraft parts, service equipment or similar Items shall be expressly prohibited outside buildings or such enclosures. Storage of motor vehicles, other than aircraft, is not permitted; provided, however, that motor vehicle parking for reasonable periods of time in designated areas for such, is permitted.

8.03 DEVELOPMENT OF SITE - REQUIRED IMPROVEMENTS FOR GA/FBO

- A. OFFSTREET PARKING: All provisions for automobile parking for employees and visitors of the Lessee shall be placed on the lot(s) leased. No parking whatsoever shall be permitted on the streets.
All parking areas shall be in rear setback areas and shall be paved to provide dust- free, all-weather surfaces.

Offstreet parking facilities shall be provided generally in accordance with the El Paso City Code and any amendments or successor ordinances thereto and shall be sufficient for the parking of all automobiles necessary to the conduct of the business.

Each parking space shall be designated by white lines painted upon the paved surface.

- B. AIRCRAFT PARKING AND SERVICING: Except for routine parking and servicing of transient aircraft on a specifically designated transient parking apron, all provisions for parking of all aircraft of Lessee and its patrons, if any, shall be on the lot(s) leased. Parking of aircraft in areas other than the lot(s) leased or on transient parking aprons specifically designated by the City is expressly prohibited.
- C. VEHICLE LOADING: All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on lot(s) leased; on-street vehicle loading shall not be permitted.
- D. SETBACKS: All buildings shall be set back a minimum of twenty-five (25) feet from the front lot line and twenty-five (25) feet from the rear lot line. Side setbacks shall be a minimum of ten (10) feet.

One hundred percent (100%) of the required rear setback area shall be landscaped and planted, unless covered by paving.

- E. LANDSCAPING: A reasonable amount of landscaping, including the planting of ground-covers, shrubs and trees, shall be required, such landscaping to be in accordance with standards established by the City. The first phase of such landscaping, as approved, shall be installed within a period not to exceed one hundred eighty (180) days after the notice of completion has

been filed on the initial building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph D above. In addition, paving or landscaping shall extend from the property line to the curb, such paving or landscaping to be compatible with treatment for this area on other lots in the same Block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line. Vegetation that produces seeds, fruits, or berries, or that provides dense roosting or nesting cover is prohibited. Turf grass and well as any grass seed mixtures containing millet or any other large-seed producing grass is also prohibited.

Should any landscaping observed to be attracting birds or wildlife, Lessor will be required to remove said vegetation within ten (10) days of notice after a request in writing from the Declarant or its authorized agent to have it removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work plus 10% shall be borne by the Lessee.

- F. BUILDING HEIGHTS: All building heights shall conform to FAA rules and regulations, and any amendment and successor rules and regulations. The term building height shall include any building equipment, extrusions, etc.
- G. SITE COVERAGE: All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more than fifty percent (50%) of the total lot area.
- H. TYPE OF CONSTRUCTION: All buildings shall be framed with reinforced concrete or masonry, structural steel or structural aluminum. Siding shall be masonry, glass, or enameled steel. Concrete or masonry units shall be kept neatly painted, if used. All buildings shall conform to applicable laws, ordinances and building codes of the City of El Paso. All structures should employ effective bird deterrent measures to prevent the loafing and nesting of birds.

All structures for the storage of gasoline, jet fuel, or other petroleum products shall be screened from public view; of a state-of-the-art design and construction; and shall conform to applicable laws, ordinances and regulations of the Environmental Protection Agency (EPA) and the Texas Commission of Environmental Quality (TCEQ), and any successor agencies.
- I. PIPES: No water pipe, gas pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any building site above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes, as approved by the City.
- J. FENCING: Construction of fencing between buildings of all tenants on all lots shall be required and limited to the rear lot of the Premises. The placement and design of such construction shall be in accordance with plans and specifications prescribed by the City, or its authorized agent, for the General Aviation Area and shall be uniform throughout the area. The fence must meet the Airport's standard six-foot (6') chain link fence plus three (3) strands of barbed wired for a total height of no less than eight feet (8') and it must be approved by the Director of Aviation.

- K. AVIATION SECURITY: As a result of the various security requirements of the Transportation Security Administration (TSA) and the Airport, the Lessee shall be responsible for compliance with Airport Security regulations and Title 49 Code of Federal Regulations (CFR) Part 1542 (Airport Security) and Title 14 CFR Part 139 (Airport Certification and Operations). Any and all violations pertaining to Part 1542 and Part 139 resulting in a fine will be passed on to and borne by the Lessee. These requirements shall also apply to any Sublessee.

Fines levied against the Airport by the FAA or the TSA for security violations shall be passed on to and borne by the Lessee if the violation is attributed to Lessee deficiencies and/or negligence. Lessee's liability for any civil penalty assessed as a result of an FAA/TSA test failure shall be full payment for fines arising out of any one occurrence. Payment will be due 30 days from notification by the City of El Paso after resolution of the fine amount between the Airport and the FAA and/or TSA.

The Premises include access points to the Air Operations Area (AOA) of the Airport and that the Lessee and its agents, employees, servants or independent contractors must be separately authorized by the Lessor to enter the AOA of the Airport prior to their entry thereon. The authorization to enter the AOA of the Airport is not granted by the Lease, but shall be granted to Lessee upon its completion of all security clearance and identification badging requirements. The Lessee, employees and any other individuals issued an Airport identification badge under the auspices of the Lessee will ensure that all persons working in the AOA of the Airport will display the proper identification badge for that area or are under the escort of a proper Airport issued identification badge holder. Lessee employees, sublessees and any other person using the AOA is responsible for the payment of all fees required for the issuance of proper identification.

Failure to follow or enforce security rules and regulations will be considered a breach of the Lease attached to this document and Lessee will be considered to be in non-compliance with the terms of this Lease until security violations have been corrected. Repeated violations of the security rules and regulations may be considered an event of default that may result in termination of said Lease.

MOTOR VEHICLES ON AIRPORT: The Lessee shall control the on-Airport transportation of pilots and passengers of all aircraft of Lessee or its patrons using the Lessee's facilities and services. Unauthorized motor vehicles are not permitted on the Air Operations Area (AOA). The Lessee-owned or operated motor vehicles driven on the AOA shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes or other similar regulatory measures now in existence or as may be hereafter modified or amended. The Airport requires training and licensing requirements for AOA driving privileges. Only personnel assigned a Security Badge by Airport Operations may be eligible for driving privileges.

[End of Declaration]

44. EXHIBIT E: FEDERAL AVIATION ADMINISTRATION REQUIRED PROVISIONS

- A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, NASA agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If NASA transfers its obligation to another, the transferee is obligated in the same manner as NASA.
2. The above provision obligates NASA for the period during which the property is owned, used or possessed by NASA and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions.

During the performance of this Lease, NASA, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-

discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, NASA, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964);
- 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

NASA for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, NASA will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. NASA, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that

NASA will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. NASA agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. NASA shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

45. EXHIBIT F: MAINTENANCE AND REPAIR RESPONSIBILITIES MATRIX**Key:**

ELP = Lessor (City of El Paso through its El Paso International Airport) NASA = National Aeronautics and Space Administration

A. MAINTENANCE AREAS	MAINTENANCE AND REPAIR RESPONSIBILITY
BUILDING – EXTERIOR (STRUCTURAL ELEMENTS)	
Roof	ELP
Walls and Load-Bearing Structures	ELP
Foundation	ELP
Hangar Exterior Paint (every 10 years and as needed)**	ELP
Damage to structural elements by Lessee	NASA
BUILDING – EXTERIOR (FACILITIES)	
Pedestrian Doors	NASA
Hangar Doors	NASA
Insulation and Weather-stripping	NASA
Lighting Mounted on Exterior of Building	NASA
Windows	NASA
BUILDING – INTERIOR (FACILITIES)	
Ceiling Tiles	NASA
Doors	NASA
Flooring: Carpet & Tile	NASA
Furnishings and Fixtures	NASA
HVAC: Building System Maintenance & Air Distribution until completion of the replacement of the current system.	ELP
Insulation/Weather-stripping	NASA
Interior Wall Windows	NASA
Paint and Wall Finishes	NASA
COMMUNICATIONS	
Telecommunications (equipment and service)	NASA
Security (equipment and service)	NASA
DOOR LOCKS, LOCKSETS AND KEYS	
Locksets and Keys	NASA
Security Doors	NASA
Access control (airfield access gates only)	ELP

WIND DIRECTIONAL INDICATOR (WIND SOCK)	
8101 Boeing Hangar	NASA
8201 Boeing Hangar	ELP

FIRE ALARM SYSTEM & OTHER EQUIPMENT	
Fire Sprinkler System (8101 Boeing ONLY - 8201 Boeing N/A)	NASA
Fire Riser	ELP
Fire Alarm System (monitoring and maintenance)	NASA
Fire Extinguishers	NASA
FIXTURES, ELECTRICAL/ENERGY	
Interior & Exterior Bulb & Tube Replacement (real property installed)	NASA
Exterior Light Poles and Bulbs	NASA
Power supply protection ¹	NASA
JANITORIAL	
Tenant Space	NASA
Window Cleaning	NASA
Shampoo Carpets/Wax Floors	NASA
PEST AND WILDLIFE CONTROL	
Rodents and Insects	NASA
Wildlife	NASA
PLUMBING AND SEWER	
Incoming Water Line & Sanitary Sewer Line (Main Line) from main	NASA
Water and Sanitary Sewer Line (Interior)	NASA
Restrooms/Breakrooms (Fixture Maintenance, Repair & Replacement)	NASA
TRASH REMOVAL	
Dumpsters and Trash / Recycling Removal	NASA

B. PARKING AND RAMP AREAS	MAINTENANCE AND REPAIR RESPONSIBILITY
Crack Seal in Parking and RAMP areas (except around the wash rack) ²	ELP
Wash Rack	NASA
Snow Removal	NASA
Ramp Scrubbing	NASA
Pavement Painting	NASA
Spills (Haz Mat) ³	ELP

FOOTNOTES:

****To ensure the buildings on the Premises remain in good condition and structural issues caused by paint deterioration are promptly addressed, ELP shall perform any additional painting that is needed before the ten-year period has expired, if damage or wear and tear compromises the structural integrity of the building.**

NASA is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.

Major maintenance or repaving of the ramp areas will be completed as needed by ELP with NASA's participation.

ELP will mitigate any ineffective response and charge NASA for the clean-up costs. NASA is required to notify Airport Operations immediately in the event of a spill regardless of volume.