ENHANCED USE LEASE

BETWEEN

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND

[Tenant]

FOR

[Brief Description of Property]

PREAMBLE

This Enhanced Use Lease ("Lease") is made, effective as of the date of the last signature below, by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, [Name of the Center] ("Center"), [address of the Center], as the lessor ("NASA") and [Name of the Tenant, including entity type and state of organization, e.g., ". . . a Delaware corporation"], located at [address of Tenant principle office], as the lessee ("Tenant", together with NASA, collectively, "the Parties"). This Lease is made under the authority of *51 U.S.C. § 20145* with reference to the following:

RECITALS

A. NASA is committed to using its real property assets to efficiently support the Nation's space exploration activities and enable the greatest public benefit from the leasing of non-excess, underutilized real property under its jurisdiction.

B. Tenant is a [Insert a description of Tenant].

C. Tenant desires to lease certain real property ("Property") at the Center as further defined in Article 1, Property, below, which is non-excess to NASA, but which NASA is not currently fully utilizing. Tenant's planned use of the Property will not interfere with NASA operations and will have no negative impact to NASA missions.

D. Accordingly, the Parties hereby enter into this Lease for the Property in accordance with the terms and conditions set forth herein. The Parties acknowledge and agree that NASA is not providing the Property to Tenant as Government-furnished property under any contract or subcontract, and Tenant agrees that it shall not charge or submit for payment any consideration provided pursuant to this Lease as a direct cost or charge under any such contract or subcontract.

Now, therefore, NASA and Tenant agree as follows:

ARTICLE 1 - PROPERTY

1.1 Lease of Property

NASA hereby leases to Tenant, and Tenant leases from NASA, for the term set forth in Section 2.1 and subject to the terms, covenants and conditions hereinafter set forth, the Property located on Center and consisting of [INPUT NEEDED] acres, more or less, as further described on the Exhibit A.

1.2 Property Disposition

The Property consists of [if this is raw land, "vacant, undeveloped land with no existent utilities or other municipal services"; if improved land, then detail the improvements or the facility to be used]. Tenant acknowledges that it has inspected the Property and has found it suitable for the "Permitted Use" defined in Section 4.1. Tenant accepts the Property "as is" and acknowledges that NASA has made no covenant, representation, or warranty of any kind, express or implied, with regard to the suitability of Property for the Permitted Use and that NASA has no duty to make any improvements to the Property.

ARTICLE 2 - TERM

2.1 Term of Lease

This Lease becomes effective on the date of the last signature below ("Effective Date"). The initial term of the Lease ("Term") is expected to extend for [INPUT NEEDED] years commencing on the later of the Effective Date or [INPUT NEEDED] (such date of commencement being the "Commencement Date"), and shall expire on the earliest to occur of the following: (a) the completion of the initial Term on [INPUT NEEDED] ("Expiration Date"), unless extended pursuant to the terms hereof, or (b) the date of termination pursuant to the termination provisions set out in this Lease (such date of termination being the "Termination Date").

2.2 Modification of Term of Lease

A. In the event that Tenant does not, in NASA's reasonable judgement, commence the construction of facilities on the Property within [Insert number of months between [INPUT NEEDED] and [INPUT NEEDED]] months of the Commencement Date, then NASA shall have the right to terminate this Lease thirty (30) days after providing Tenant with written notice. If Tenant can demonstrate to NASA's satisfaction that it is diligently working toward commencement of construction, such as materially engaging in design activities, NASA shall give Tenant an additional [Insert number of months between three (3) to twenty-four (24)] months to commence construction before exercising its right to terminate under this Section.

ALT - Add-on if Tenant has Right to Request an Extension to the Term

B. At the option of Tenant, the Term may be extended by [INPUT NEEDED] ([INPUT NEEDED]) additional terms of [INPUT NEEDED] ([INPUT NEEDED]) years each, provided the Lease remains in effect and (i) Tenant provides written notice of its election to extend this Lease no later than one (1) year prior to this Lease's Expiration Date, and (ii) the Parties enter into a written amendment to the Lease in accordance with the requirements of Section 16.5 in respect of the extended Term and the Rent (defined below) to be due for such extended Term. Once amended, the Expiration Date shall be extended to the last

date of the extended Term.

C. In the event Tenant chooses to extend the Term in accordance with this Article 2, NASA shall have the right to reappraise the Property and to reassess the annual Base Rent (defined below) and annual escalation rate related thereto, and the annual Support Amount (defined below) and annual rate escalation related thereto. No more than 120 days following NASA's receipt of Tenant's notice to NASA of its election to extend the Term under this Article 2, NASA shall provide Tenant in writing a Schedule of Annual Lease Payments setting out the annual Base Rent and annual Support Amount for each year of the extended Term. If Tenant agrees to the Rent (defined below) for the extended Term, the Parties shall enter into a written amendment to the Lease in accordance with the requirements of Section 16.5 to effect the extended Term and the Rent to be due for such extended Term.

2.3 Possession

A. Tenant shall be entitled to take possession of the Property from NASA on the Commencement Date of this Lease. If NASA, for any reason whatsoever, does not deliver possession of the Property to Tenant on the Commencement Date, this Lease shall not be void or voidable and NASA shall not be liable to Tenant for any loss or damage resulting there from, but, in such event, the Commencement Date shall be postponed until the date on which NASA delivers possession of the Property to Tenant, but the Term shall not be extended. No rent shall be required for that delay period. NASA shall communicate to the Tenant any anticipated delays in delivering possession of the Property to the Tenant, and if the anticipated delay, or the actual delay, is more than two months, then the Tenant may cancel the Lease.

B. Relocation of the Tenant. If, during the Term of this Lease, NASA determines that it is necessary to relocate the Tenant to a different location due to a determination by the NASA Assistant Administrator, Office of Strategic Infrastructure or Director, Facilities and Real Estate Division that the interests of the national space program, the national defense, or the public welfare require it or that all or part of the building has become uninhabitable, NASA may, in lieu of Termination under Article 12, provide other space within the Buildings or the Property that has approximately the same gross, contiguous area and services and be of the same classification(s) as the original Property. In such event, NASA shall provide at least 90 days' notice if feasible, and the Tenant will be entitled to an abatement of Base Rent for any reasonable period in which Tenant's operations are substantially interrupted and will be entitled to a reduction in Rent for any reduction in square footage. Tenant may terminate the Lease for the complete Property or portions thereof as NASA agrees prior to relocation, paying only accrued Rent, if the Tenant does not accept the relocation, and the parties shall amend the Lease as provided for herein.

2.4 Expiration of the Term

A. Upon expiration of the Term of the Lease, or upon other termination as provided under this Lease, Tenant shall vacate and surrender the Property to NASA. Surrender of the Property shall not be deemed to be a payment in lieu of any consideration that may be due pursuant to this Lease. Prior to the expiration of the Term, or upon an earlier termination, Tenant shall restore the Property in accordance with Article 10, Restoration of the Property.

B. If, with consent by NASA, Tenant holds possession of the Property after the Expiration Date, Tenant shall become a tenant from month to month under the essential terms of this Lease, including the authority and all other terms relating to care and maintenance of the Property, but the rental fee due during such tenancy shall be the fair market value of the Property as determined by NASA in its sole discretion taking into consideration the increased costs and value attributable to a month to month tenancy, of which NASA shall notify Tenant, and such rental fee shall be payable on a monthly basis due on the first of each month. NASA and Tenant each shall have the right to terminate such month-to-month tenancy by giving at least thirty (30) days' written notice of termination to the other at any time, in which event such tenancy shall terminate on the date set forth in such termination notice. If Tenant holds possession of the Property after the Termination Date or Expiration Date without consent by NASA, Tenant shall become a tenant at sufferance and NASA shall have the right in accordance with law to remove Tenant from the Property, and shall have the right but not the obligation to perform on Tenant's behalf any remaining obligations of Tenant under the Lease, including the requirements of Article 10. Tenant shall pay NASA on demand any reasonable sum which may be expended by NASA in performing such obligations on behalf of Tenant.

ARTICLE 3 - FAIR MARKET VALUE CONSIDERATION

3.1 Consideration

Base Rent payable on an <u>annual basis</u>, and escalation set out in Exhibit B.

A. Base Rent. Tenant agrees to pay NASA the base rental fee ("Base Rent") of $[INPUT NEEDED] for the first year of the Term, which Base Rent is payable on or before the Commencement Date. The annual Base Rent for the first year is based on a rental rate of $[INPUT NEEDED] per square foot. From and after the first year of the Lease, the annual Base Rent will increase by [INPUT NEEDED]%, and Tenant will pay NASA the annual Base Rent set forth in Exhibit B, Schedule of Annual Lease Payments, being the schedule of Base Rent payments and Support Amount (defined below) payments for each year of the Term, which annual Base Rent and Support Amount shall be due and payable on or before that date which is thirty (30) days prior to the anniversary of the Commencement Date. NASA will

endeavor to provide an annual notice reflecting the Base Rent and Support Amount payable; however, the annual Base Rent and Support Amount is due and payable in accordance with the foregoing regardless of whether notice is provided. The total of Base Rent payments for the original Term of the Lease is $[INPUT NEEDED].

Full Facility or Land

B. Support Services.

(i) NASA agrees to provide to Tenant certain base level shared support services ("Support Services") under the Lease, and Tenant agrees to pay NASA for such Support Services ("Support Amount", together with the Base Rent, the "Rent"). The Support Amount for the first year of the Term is $_[INPUT NEEDED]. From and after the first year of the Lease, the annual Support Amount as shown in Exhibit B, Schedule of Annual Lease Payments, will increase by [INPUT NEEDED] %. The Support Amount shall include the full cost to NASA in connection with this Lease. NASA reserves the right to reassess the Support Amount with the same frequency as Base Rent is re-appraised. Any change to the Rent will be reflected in an amendment to the Lease entered into in accordance with Section 16.5. The total of Support Amount payments for the original Term of the Lease is $[INPUT NEEDED].

(ii) Support Services are required services associated with being located on NASA premises, e.g., security, general operations and maintenance, grounds maintenance, common area maintenance, and lease management and administration. Services or support wanted by Tenant beyond the Support Services, including utilities, are considered additional or demand services, which Tenant may receive from NASA subject to entering into a separate Reimbursable Space Act Agreement ("RSAA") between the Parties in accordance with NASA's standard terms and conditions. In the event of any conflict between the RSAA and this Lease, as it respects the use of the Property, this Lease shall have precedence.

C. Fair Market Value. The Rent (i.e., Base Rent, together with the Support Amount, as shown in Exhibit B, Schedule of Annual Lease Payments) constitute the fair market value of the Property as determined by NASA. The total amount of fair market value payments for the original Term of the Lease is $[INPUT NEEDED].

3.2 Payment

Tenant shall make payments to NASA through the NASA Shared Services Center (NSSC). The NSSC requires payment must be made by electronic transfer ((1) or (2) below). All payments and other communications regarding this Lease shall reference NASA, and the title, date, and

number of this Lease. Choose one form of payment:

(1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;

(2) Pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the left of the page).

Any refunds will be processed via Electronic Funds Transfer (EFT) which requires completion of the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (OMB 1510-0056).

3.3 Late Payment

Tenant must make all payments owed under the terms of this Lease on or before the date they are due to avoid NASA's imposition of interest, penalties, and administrative costs in accordance with *31 U.S.C. § 3717* and *14 C.F.R. § 1261.412*.

ARTICLE 4 - USE OF LEASED PROPERTY

4.1 Permitted Uses

A. Tenant shall use and occupy the Property solely for:

(i) [INPUT NEEDED];
(ii) [INPUT NEEDED];

(iii) and for lawful purposes related or incidental thereto and no other purposes whatsoever (collectively, the "Permitted Use"). Such Permitted Use shall be consistent with the terms and conditions of this Lease and any NASA approvals required under this Lease. Tenant's Permitted Use shall comply with applicable Federal, state and local laws.

B. NASA may allow additional uses to the extent such uses are consistent with the purpose of this Lease, NASA policy and applicable law. Tenant and NASA shall formally negotiate and amend this Lease to include such additional uses as they may arise (upon amendment such additional uses shall then be considered part of the Permitted Uses).

C. Tenant shall not do, or permit to be done, in, on, or about the Property, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any applicable Federal, state and local laws.

D. Tenant shall not do or permit anything to be done in, on, or about the Property that will unreasonably obstruct or interfere with the rights of NASA or other users of the Center, or injure or cause damage to them, or which is prohibited. Tenant shall not cause, maintain, or permit any nuisance in, on, or about the Property or commit or suffer to be committed any waste in, on, or about the Property. Tenant shall not receive, store, or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with applicable laws, regulations, and NASA policies.

E. Tenant does not have the right to grant easements over the Property. Accordingly, Tenant shall not grant nor purport to grant any permanent or temporary easement over the Property.

4.2 NASA Approval of Uses and Tenants

NASA shall have the right to approve, disapprove, or approve subject to conditions, at NASA's sole discretion, all uses and tenants (at any tier) at the Property. Tenant shall submit requests for use or tenant approvals to the Real Property Accountable Officer (RPAO) point of contact (POC) listed in Exhibit C, Points of Contact.

4.3 Right of Access

NASA hereby grants Tenant a right of access to the Property. NASA hereby grants Tenant the nonexclusive right, in common with other users of the Center, to access and use only for their intended purposes the common areas in the Center that are designated by NASA as common areas and not leased to or allocated for the use of NASA or another user of the Center. NASA shall have the right from time to time to change the size, location, configuration, character, or use of any such common areas, construct additional improvements or facilities in any such common areas, close any such common areas, or grant easements over such common areas, so long as any such action does not materially adversely affect Tenant's use of or access to the Property. Tenant shall not obstruct in any way any portion of the common areas or in any way unreasonably interfere with the rights of other persons entitled to use the common areas and shall not, without the prior written consent of NASA, use the common areas in any manner, directly or indirectly, for the location or display of any property belonging to Tenant or for the location of signs relating to Tenant's operations in the Property. The common areas shall at all times be subject to the exclusive control and management of NASA. All access to the Property and such Center common areas shall be subject to applicable security policies, procedures, and controls requiring access credentials that NASA will issue to Tenant personnel and contractors. NASA will manage traffic and public access to NASA for major events, but will work with Tenant in an effort to ensure access to the Property. Site employee badges, entry via certain specific points, or other access assurance methods may be involved. In the event of extraordinary and unpredictable circumstances that could arise from hostile acts, warfare, major accidents, or natural disaster, access by Tenant and their employees will be no less than NASA badged employees.

4.4 Right of Entry

A. NASA reserves the right to enter the Property without prior notification to Tenant (i) at any time for reasons NASA deems, in its sole discretion, to constitute an emergency requiring immediate response, and (ii) at any other times for reasons NASA deems, in its sole discretion, to be necessary for the protection or administration of U.S. Government property, or to otherwise protect the United States' interests.

B. For nonemergency inspections, reviews, and other tasks contemplated herein requiring NASA to enter the Property, NASA shall make a good faith effort to provide Tenant with at least forty-eight (48) hours' notice prior to NASA's arrival at the Property. NASA will make every effort to ensure that entry does not unreasonably interrupt Tenant's use of the Property. NASA shall endeavor to combine inspections where possible.

ALT 1 – Land and Full Facility Out Grant "As Is"

4.5 Maintenance and Repair

A. Tenant shall, at Tenant's sole cost and expense, (i) be responsible for the maintenance and repair of the Property to an operational standard acceptable to NASA in its reasonable discretion, and (ii) keep the Property free from dirt, rubbish, waste and debris, and maintain and repair the Property and any Improvements (defined in Section 5.1) in good order and operating condition, ordinary wear and tear and any periods of repair, or restoration excepted.

B. Tenant shall at all times during the Term and at Tenant's sole cost and expense, operate, maintain, repair or bring all facilities that Tenant is using for its operations up to an operating condition acceptable to NASA in its reasonable discretion. Tenant shall submit a change in facility occupancy status to the RPAO POC identified in Exhibit C.

C. Tenant shall be solely responsible for providing all consumables and materials to fulfill its maintenance obligations as required herein.

D. Tenant shall ensure that the Property retain its functionality for the Permitted Uses as identified in this Lease, for the entire Term.

E. Tenant shall ensure that the Property grounds are maintained free of overgrowth and weeds and the grass is cut for the entire Term.

F. Tenant shall support and participate in various, required facility inspections and assessments performed by NASA. These will consist of site visits by NASA personnel and dialogue with responsible Tenant facility manager. All site inspections and assessments will be coordinated in accordance with Section 4.4, "Right of Entry," of this Lease.

G. If NASA reasonably believes that Tenant is not performing any of its obligations pursuant to this section, NASA shall give Tenant written notice of the need for any maintenance or repair for which Tenant is responsible, after which Tenant shall have a reasonable opportunity to perform the maintenance or make the repair, and Tenant shall not be liable for any failure to do so unless such failure continues for thirty (30) days after NASA gives such written notice to Tenant; provided, however, such thirty (30) day period shall be extended so long as Tenant commences the maintenance or repairs within the thirty (30) day period and diligently completes the same. With respect to utilities and any other infrastructure serving the Property and located on portions of the Center other than the Property, the Parties agree that Tenant's obligations under this section extend to and include the Demarcation Points (as defined herein). In the event that NASA reasonably believes that Tenant's failure to perform its obligations under this section is resulting in imminent danger to people, or that any delay in performing such obligations may result in potential major damage to facilities or other infrastructure, NASA may require that the Tenant perform such obligations in a prompt and timely manner, and NASA shall have the right but not the obligation to enter upon the Property and perform such activities on behalf of Tenant as NASA deems necessary to avoid or mitigate imminent danger to people

or potential major damage to facilities or other infrastructure and be reimbursed the full costs of performing such activities upon demand to Tenant. Tenant shall promptly repair any damage to the Center caused by Tenant or any of Tenant's Related Entities (defined in Section 9.1).

ARTICLE 5 - IMPROVEMENTS

5.1 Definitions

The term "Improvements," as used in this Lease, is defined as any addition, alteration, or other modification of any kind to the Property, including any new buildings and collateral equipment that Tenant may construct or install upon the Property, with the exception of routine maintenance or repair activities that do not change the size or design of the building or Collateral Equipment. The term "Collateral Equipment" means building support equipment and substantially affixed equipment/property that normally is required to make a facility useful and operable, and for which the removal would impair the usefulness, safety, or environment within the facility. For the purpose of this Lease, Collateral Equipment includes, but is not limited to, elevators, transformers, compressors, and facility systems and subsystems, such as heating, ventilation, and air conditioning, electrical, plumbing, pneumatic, fire protection, fire suppression, control systems, and monitoring systems that are installed in, or provide service to, buildings or other real property.

5.2 Design and Construction Requirements

A. Advance Design and Construction Approval.
In advance of commencing any Improvements to the Property that (1) potentially impact or affect NASA infrastructure or systems outside the Property, (2) significantly change the overall functionality of the Property (to include construction or demolition of any facility), or (3) modify any fire protection or life safety system within the Property, Tenant shall request and obtain NASA's written approval in accordance with this Article. For such Improvements, Tenant's approval request shall be in the form of a completed *Commercial Aerospace* NASA 1509 Template (Exhibit H). This template is used by NASA to complete the *Facility Project-Brief Project Document* (NASA Form 1509). Upon NASA's request, Tenant shall provide any drawings or other design information that will assist NASA in responding to Tenant's Improvement approval request. Tenant shall provide this information to the NASA Technical Point of Contact (POC) set forth in this Lease. NASA shall provide any comments or conditions to such requests within sixty (60) days of their receipt. Tenant shall follow applicable NASA policies and procedures when implementing any facility Improvements projects, including, but not limited to, policies regarding outage coordination, switching limitation, hot work permits, excavation permit and utility locate procedures, trailer/equipment tie-down requirements, and movement of oversize loads.

B. Utility Project Coordination.
Tenant shall coordinate with NASA in the early planning phase of any proposed Improvements that may require an increase in current capacity or configuration change to any NASA-provided utility service (e.g., electrical, water/wastewater, gaseous nitrogen, natural gas) and shall establish a design and construction coordination process to notify NASA of significant changes during design and construction that affect configuration or safety of upstream utility services. Where NASA serves as Tenant's utility service provider, NASA may perform, in accordance with the terms of a separate RSAA with Tenant, any requested and approved utility modifications that occur on the NASA side of the negotiated interface points (e.g., expansion, safing, and reconfiguration). Demarcation (isolation) points and/or interface points for affected utilities ("Demarcation Points") are captured in Exhibit E, Demarcation Points/Interference Points for Affected Utilities, to this Lease.

The Center Survey Department shall be contacted *prior* to any modification or new installation of underground utilities (e.g., sanitary, primary/secondary electric, communication, water). This includes directional drilling and direct bury (trenching) installation methods. The utility as-built survey data shall be collected and provided to the Center Geographic Information System (GIS) Department for inclusion in the Center GIS database.

C. Design and Construction Requirements.
The following requirements apply to any Tenant-proposed Improvements regardless of whether the Improvement falls within the scope of Section 5.2.A.

(i) Construction documents shall comply with the latest published editions of the local building code and the local fire prevention code and, where required by state law, shall be prepared and signed by a registered design professional. In addition, Tenant shall comply with the following design requirements, as applicable:

(ii) NASA-STD-8719.11, Safety Standard for Fire Protection, as it relates to fire sprinkler and fire alarm systems and associated occupancy and hazard classifications. This standard serves as a simple NASA-specific reference to those building codes and National Fire Protection Association (NFPA) requirements that are applicable at NASA and also covers situations where there are no applicable codes.

(iii) The environmental requirements set forth in Article 7, Environmental Condition, Management and Compliance.

(iv) Sustainable Design Requirements.
Environmental Stewardship. Tenant is encouraged to participate in recycling, energy conservation and water conservation programs. Tenant

is encouraged to apply, to the extent commercially reasonable, sustainable design principles to the design and construction of any Improvements and any alterations and/or modifications to the Property.

(v) NASA review and approval is required for final design drawings and specifications to be utilized for facility construction and modification. NASA conducts such reviews to determine compliance with the above listed standards, and to determine possible impacts to NASA-maintained facility and utility distribution systems. For any NASA concerns to be identified in a timely manner, Tenant shall provide, to NASA, design documents at Tenant's typical design review intervals, including preliminary and final review intervals. Tenant shall coordinate with NASA the timing and frequency of such review intervals in advance of facility construction commencing. Tenant-provided design review packages shall be fully integrated designs (reflecting all applicable facilities and installed systems), with both drawings and specifications completed to the designated review level and including descriptions of planned occupancies, operations, and associated hazards.

(vi) Tenant shall coordinate with the NASA Authority Having Jurisdiction (AHJ) for approval of Certificate of Occupancy or its equivalent and shall not occupy, utilize, or operate facilities impacted by the construction without said approval. This AHJ review and Certificate of Occupancy only address fire protection and life safety systems compliance. Tenant shall use an independent third-party contractor, employed by Tenant and acceptable to the AHJ, to perform design review for code compliance and inspect construction/installation of life safety systems. The approved third-party contractor shall submit a letter of compliance stating that the facility complies with all applicable codes and standards prior to requesting AHJ final acceptance testing to support the issuance of the Certificate of Occupancy.

(vii) Tenant acknowledges that it is required to comply with the building code requirements identified in the local building code and the local fire prevention code, using the edition that is most recent to the Commencement Date. Tenant further acknowledges that it is required to comply with such building code requirements regardless of whether the applicable local or state authority asserts jurisdiction over the Improvements on the Property. If the relevant city, county, or state authorities do not assert or choose to exercise jurisdiction, Tenant shall comply with the following:

(a) To document compliance with the local building code and applicable NASA design standards, Tenant shall use an independent third-party provider to perform both design document review and building inspection services. The building inspector shall be licensed by the state, and Tenant shall provide to NASA the building inspector's license information. These review and

inspection services shall be performed in accordance with local building standards, as hereby tailored:

(b) NASA will serve as the "local building official," but does not require building permit applications, per se, and will not issue building permits;

(c) In lieu of building permit applications, Tenant shall submit, for NASA acceptance, appropriate affidavits from the third-party provider, certifying that the design documents comply with applicable code requirements and applicable NASA design standards;

(d) NASA reserves the right to respond in writing to any such affidavits, as described in local law, to document any identified code compliance deficiencies or concerns;

(e) No physical work shall start on structures, site utilities, or other systems subject to local building code requirements until the associated code compliance affidavit has been received and accepted by NASA;

(f) The third-party provider shall perform the required inspections of construction, notify NASA of such inspections, and record the results of these inspections as described in local law;

(g) The third-party provider shall provide certificates of compliance as described in local law;

(h) With the exception of the fire protection and life safety systems Certificate of Occupancy provided by the AHJ, NASA will not issue certificates of occupancy or certificates of completion, as described in local law, but will provide written responses, either accepting the certificates of compliance or documenting any identified deficiencies.

(viii) Reasonable grounds for NASA disapproval of proposed Improvement plans and specifications include, but are not limited to, the following:

(a) Failure to comply with applicable codes, generally accepted construction standards or practices, or the requirements of this Lease.

(b) The proposed Improvement's undue interference with other activities at NASA.

(c) Incompatibility with the NASA Master Plan.

(d) Inclusion of design features that are reasonably considered unacceptable for a building on NASA property, as not in compliance with Article 4, Use of Leased Property.

(e) Legitimate security, environmental, or safety concerns, or other concerns involving legitimate U.S. Government interests.

(f) Upon approval of the proposed Improvements, Tenant may commence construction of the proposed Improvements in accordance with this Article.

5.3 Lien Rights

All construction contracts shall advise contractors, suppliers, and laborers that they shall not assert lien rights against fee title to the Property.

5.4 Notice of Completion

Within sixty (60) days after the completion of the construction of an Improvement, Tenant shall (i) submit to NASA a notice of such completion; (ii) provide NASA with a complete set of as-built drawings, in a standard computer-based format, and building information modeling data (if any); and (iii) provide NASA with such other documents as NASA may reasonably require for its real property records and reporting requirements. Tenant shall identify utility service interfaces in the as-built drawings. Within sixty (60) days of receiving such notice, drawings, and data, NASA shall provide Tenant with its approval or non-approval, with detailed reasons as to any non-approval. Once Tenant has placed systems into operation, Tenant shall provide appropriate configuration control to maintain as-built documentation as current throughout the life of the Lease. Tenant shall not occupy any constructed facility on the Property until NASA and all applicable governmental agencies have issued all necessary approvals, including certificates of occupancy, and Tenant has provided NASA with copies of such approvals and certificates; provided, however, that Tenant may apply for a partial or temporary certificate of occupancy and, if issued, occupy portions of the constructed facility pursuant thereto.

5.5 Limitation on Effect of Approvals

All rights of NASA to review, comment upon, approve, inspect, or take any other action with respect to the Property or Improvements thereon are specifically for the benefit of NASA and no other party. No review, comment, approval, or inspection, required or permitted by, of, or to, NASA hereunder shall give or be deemed to give NASA any liability, responsibility, or obligation for, in connection with, or with respect to, the design, demolition, construction, maintenance, repair, preservation, rehabilitation, reconstruction, restoration, or operation of the Property or any Improvements thereon, nor shall any such approval or inspection be deemed to relieve Tenant of its sole obligation and responsibility

for the design, construction, maintenance, repair, preservation, rehabilitation, reconstruction, restoration, and operation of the Property or any Improvements thereon required under this Lease. Similarly, no inspection performed or not performed by NASA under this Lease shall (a) give or be deemed to give NASA any responsibility or liability with respect to the thing inspected, the work or the prosecution thereof, or the design or construction of the work or any part thereof; (b) constitute or be deemed to constitute a waiver of any of Tenant's obligations or Tenant's rights hereunder; or (c) be construed as approval or acceptance of the thing inspected or the prosecution thereof or the design or construction of the work or any part thereof.

5.6 Protection from Mechanic's Liens

A. Tenant shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest, or other estate of NASA or of any interest of NASA in the Property. Tenant shall notify all of its contractors that Tenant does not own fee title to the Property, and Tenant shall instruct such contractors to record any preliminary notice or other document related to any mechanic's or materialmen's liens against only Tenant's ground leasehold interest in the Property and not against fee title to the Property. At least ten (10) days before the date of any commencement of construction, Tenant shall give written notice to NASA of the date of such commencement of construction or of the delivery of materials, as the case may be. Nothing in this Lease shall be deemed to be, or be construed in any way as constituting, the consent of or request by NASA, expressed or implied, by inference or otherwise, to any person, firm, or corporation, for the performance of any labor or the furnishing of any materials for any construction, repairs, maintenance, replacement, or alterations of or to Property, facilities thereon, or any part thereof, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against NASA's interest in the Property.

B. Tenant shall not suffer or permit any liens to stand against the Property or any part thereof by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant. Tenant shall keep the Property free and clear of any and all choate mechanic's, materialmen's, and other liens for work done, services performed, materials supplied, or appliances used or furnished in or about the Property in connection with any activities of Tenant on or about the Property. If any such lien shall at any time be filed, Tenant shall cause the same to be discharged of record (whether or not by bonding) within thirty (30) days prior to the date any such lien may be foreclosed upon.

5.7 Utility Metering

Tenant shall install revenue grade meters for any NASA-provided utilities (e.g., power and water), as well as meters for commodities (e.g., GN2 and GHe) on any new facilities and existing facilities requiring meters. Tenant shall obtain NASA's approval of the design for any such meter installation. NASA will inspect the installation, as well as perform periodic inspections, to validate that the meter is reading properly.

ARTICLE 6 – CENTER-SPECIFIC REQUIREMENTS

6.1 General Requirements

[Add any Center-Specific Requirements which may be related to Tenant's use of the Property, e.g., safety procedures, or coordination requirements. For Example, KSC has the following:

> "Tenant shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, Volume 3, Safety Procedural Requirements for Partners Operating in Exclusive-Use Facilities. It is Tenant's responsibility to assess any sublessees, subcontractors, and tenants for compliance with KNPR 8715.3-3."

If no such Center-Specific Requirements exist, then insert "Reserved" for the Article title and leave it blank.]

[Below are two additional requirements that should be included based on center applicability:

6.1 Radio Transmissions

Any use of radio frequency (RF) emitting devices must be coordinated with and approved by the Center technical point of contact prior to use.

6.2 Video Monitoring and Recording

Any use of video cameras must be coordinated with and approved by the Center technical point of contact prior to use. Within the boundaries of the Center, video monitoring and/or recording by the Tenant of any area outside the Property is prohibited.]

ARTICLE 7 - ENVIRONMENTAL CONDITION, MANAGEMENT AND COMPLIANCE

7.1 Definitions

As used in this Lease, "Environmental Law" shall mean all applicable Federal, state, and local environmental laws, statutes, ordinances, regulations, rules, judicial and administrative

orders, and decrees issued by governmental agencies (such as, but not limited to, the United States Environmental Protection Agency, United States Department of Transportation, United States Occupational Safety and Health Administration, United States Nuclear Regulatory Commission, and State Department of Environmental Protection), existing now or later adopted during the Term of Lease. As used in this Lease, "Hazardous Material" shall mean any hazardous material, hazardous substance, or hazardous waste as defined under Environmental Law, and, for purposes of this Lease, shall include any substance that is a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, or is a material containing per- and polyfluoroalkyl substances (PFAS). As used in this Lease, "Regulated Waste" shall mean nonmunicipal solid waste where the management and/or disposal are regulated by Environmental Law or where the release of the waste to the environment (either on or off Center) would require remediation by Environmental Law or by the NASA Resource Conservation and Recovery Act hazardous waste operating permit. Examples include hazardous waste, nonhazardous industrial waste, biomedical waste, asbestos waste, industrial wastewater, propellant waste, ordnance waste, polychlorinated biphenyl (PCB) waste, and radioactive waste. As used in this Lease, "Permit Application" shall mean permit application forms and supporting documentation, notice of intent forms and supporting documentation, registration forms, license forms, or other regulatory approval requests. As used in this Lease, "Lease Activities" shall mean the lawful activities of Tenant that are part of the ordinary course of Tenant's business in accordance with the Terms and conditions of this Lease.

7.2 Environmental Site Assessment (ESA)

NASA, at its own expense, prepared and provided to Tenant an Entrance ESA titled [INPUT NEEDED], which is attached hereto as Exhibit F. The Entrance ESA sets forth those environmental conditions and matters affecting the Property known at the Commencement Date. If NASA conducts any investigation or remediation of environmental contamination after Lease execution, NASA will provide a copy of the investigation or remediation report to Tenant. No later than ninety (90) days after the termination of this Lease, Tenant shall prepare, at its own expense, and submit to NASA, an Exit ESA for the Leased Property to be acknowledged and signed by representatives of NASA and Tenant. The Exit ESA shall update the Entrance ESA and set forth those environmental conditions and matters affecting the Property known at the expiration of the Term. NASA may require sampling of environmental media (e.g., soil, groundwater, surface water, or sediment) to verify environmental conditions based on the activities performed by Tenant. Tenant shall be liable for, and required to remedy, any environmental conditions, matters, or contamination affecting the Property unless proven to exist prior to Tenant's occupancy and for which the tenant has not further contributed to, or otherwise exacerbated, the preexisting environmental conditions, matters, or contamination during the term of its tenancy. The Exit ESA shall be prepared in accordance with *ASTM E1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*).

7.3 General Compliance and Permitting

A. Tenant operations, activities, equipment, and facilities shall comply with Environmental Law.

B. Tenant shall be considered an independent entity and solely responsible for its own environmental compliance and permitting matters with the exception of hazardous waste disposal (see further Section 7.8). If Tenant causes a potential environmental compliance concern, a noncompliance situation, or permit/compliance status change for NASA, Tenant shall take measures to remedy the situation by changing operations to avoid/prevent the noncompliance situation or by requesting a modification to the impacted NASA permit or infrastructure to accommodate Tenant's actions. If formal enforcement actions are taken against NASA for environmental violations due to Tenant's actions or inactions, Tenant shall reimburse NASA for any fines or penalties assessed.

C. Tenant shall obtain all required environmental permits, licenses, registrations, and approvals for its site activities. Tenant shall prepare all permit applications and pay all permit application fees directly to the regulatory agency. When required by law or regulation, NASA may sign permit applications as the landowner or utility system owner. Tenant shall submit courtesy copies of all submitted permit applications to the NASA Environmental Assurance Branch (EAB) within five (5) working days after submission to the regulatory agency. Tenant shall submit courtesy copies of all issued permits, licenses, registrations, and approvals to the NASA EAB within five (5) working days after receipt from the regulatory agency. All Tenant operations, activities, equipment, and facilities shall comply with all permit terms and conditions.

D. In certain instances, NASA may allow Tenant to modify an existing NASA permit to incorporate Tenant's activity or allow Tenant's activity to be covered under an existing NASA permit. If both NASA and Tenant agree to this arrangement, Tenant shall prepare the required permit application at Tenant's expense; submit the permit application to the NASA EAB for review, approval, and processing with the regulatory agency; and pay any application or registration fee directly to the regulatory agency. Tenant shall assist NASA in obtaining the permit or permit modification by preparing and assisting with responses to regulatory agency questions, preparing formal responses to regulatory agency requests for additional information (RAIs), preparing briefings, and attending meetings at Tenant's expense. Once the permit or permit modification is obtained, all Tenant construction, operations, activities, and facilities shall comply with all permit conditions, which may include conducting inspections, performing sampling/testing, maintaining records, performing facility/infrastructure maintenance or repair, and preparing operating reports at Tenant's expense. Tenant shall prepare all required regulatory reports/data at Tenant's expense and submit them to the NASA EAB for submission to the regulatory agency. All communication and interface with regulatory agencies regarding activities conducted under a NASA-held permit must be coordinated through and performed by the NASA EAB. Tenant shall be responsible for promptly

correcting all violations, findings, and deficiencies identified by a regulatory agency or NASA at Tenant's expense. At the expiration/termination of this Lease, Tenant shall provide copies of all records required by or used to demonstrate compliance with any permit, license, registration, or approval to the NASA EAB.

7.4 Existing Environmental Hazards

Tenant accepts the property associated with this Lease in an "as is" environmental condition. Tenant is responsible for protecting workers from any environmental hazards and properly disposing of any disturbed Hazardous Materials according to Environmental Law at Tenant's expense. Examples include, but are not limited to, lead-based paint, asbestos, PCB-containing paint, and PCB-containing electrical equipment, and possible PFAS contaminated media. Tenant is responsible for implementing any related NASA regulations/guidance (e.g., the NASA PFAS Investigation Derived Waste Policy).

7.5 Environmental Checklist

[If an environmental checklist will be provided in connection with the Property, that may be addressed here. For example, here is a common provision when checklists are applicable:

Prior to commencing operations, Tenant shall complete an initial Environmental Checklist for all activities and submit it to the NASA Environmental Management Branch (EMB) for evaluation. Tenant shall also complete Environmental Checklists and submit them to the NASA EMB for evaluation prior to the initiation of the following actions, projects, activities, or circumstances:

- Facility construction, demolition, or modification projects (major or minor)
- Excavations, land clearing, vegetation removal, or grading
- Installing new impervious surface, removing existing impervious surface, or changing the permeability of existing pervious surface
- Connecting, disconnecting, or modifying the configuration or operation of a NASA-owned system, utility, or stormwater management system
- Changes in site operations, activities, facility operator, occupant, or tenant
- Services performed by NASA contractors for Tenant through a an RSAA with NASA
- Deployment of NASA-owned equipment to facilities involved in this Lease

Tenant shall comply with all the environmental requirements and direction provided by the NASA EMB in the Record of Environmental Consideration (REC) checklist response.

If no such checklist will be used, then insert “Reserved” for the Article title and leave it blank.]

7.6 National Environmental Policy Act (NEPA)

[If environmental mitigation measures are applicable to the Property, that may be addressed here. For example, here is a common provision used when NEPA matters are applicable:

> Tenant is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in any applicable NEPA documentation associated with the Permitted Use. Any current and existing documentation will be provided by NASA as an exhibit to the Lease. Exhibit G, NEPA Documentation Associated with the Permitted Use. Should the Permitted Use trigger the need for new or supplemental NEPA documentation during the Term of Lease, Tenant shall be responsible for paying for any costs associated with NASA's NEPA compliance required as a result of such Permitted Use and for providing NASA with information and assistance necessary to facilitate such compliance.

If no such Center-Specific Requirements exist, then insert "Reserved" for the Article title and leave it blank.]

7.7 Historical and Cultural Resources

Necessary actions associated with *36 C.F.R. Part 800* compliance, including identification of historic resources (including archaeological surveys), rehabilitation, maintenance, preservation, or mitigation of adverse effects to historic properties in connection with Improvements proposed by Tenant on the Property will be at Tenant's sole cost and expense. All efforts to identify and evaluate historic properties (including any necessary archaeological investigation) shall be completed by a Secretary of the Interior-qualified archaeologist or architectural historian, as appropriate.

Tenant is responsible for complying with any Integrated Cultural Resources Management Plan (ICRMP), as may be amended from time to time, and all applicable laws, including, but not limited to, regulations that pertain to historic properties, archeological resources, objects, and historic structures and landscapes, and any programmatic agreements that may be entered into by and between NASA and the SHPO, to the extent applicable to the Property.

Tenant shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered at the Property, Tenant shall cease its activities in the vicinity of the discovery, immediately notify the NASA TPOC, and protect the site from further disturbance until NASA gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Tenant. Any known "artifacts" associated with the facility will be removed before modification/demolition and processed through the General Services Administration Portal.

Tenant shall comply with requirements outlined in the most recent programmatic agreement, if any, among NASA, Federal Advisory Council on Historic Preservation, and the local State Historic Preservation Office (SHPO) regarding management of historic properties at

the Center.

NASA and Tenant acknowledge that certain activities proposed under this Lease may have the potential to affect historic properties (as defined under *36 C.F.R. Part 800*), including archaeological sites, and may be subject to National Historic Preservation Act (NHPA) Section 106 review. NASA, in coordination with Tenant, will consult with the SHPO in accordance with Section 106 on all activities proposed by Tenant that constitute an "undertaking" under *36 C.F.R. Part 800*. Tenant shall not begin any work affecting any historic property prior to completion of the requirements contained in *36 C.F.R. Part 800*.

Necessary actions associated with *36 C.F.R. Part 800* compliance, including identification of historic resources, rehabilitation, maintenance, preservation, or mitigation of adverse effects to historic properties in connection with Tenant's proposed use of the Property will be at Tenant's sole cost and expense.

7.8 Regulated Waste Management and Disposal

All Regulated Wastes generated by Tenant shall be properly containerized, stored, labeled, manifested, shipped, and disposed of by Tenant in accordance with Environmental Law at Tenant's expense. This includes all Regulated Wastes generated by NASA contractors when performing work for Tenant through an RSAA with NASA. Hazardous Material generated by Tenant shall be manifested, shipped, and disposed of under Tenant's United States Environmental Protection Agency hazardous waste generator identification number, unless required by applicable law to use NASA's Environmental Protection Agency hazardous waste generator identification number.

[If Tenant is required by State to use NASA's EPA ID number for Hazardous Waste management, add the following:

> Tenant shall manage solid and Hazardous Material in accordance with applicable Federal, state, and local requirements. Tenant shall ensure that any Permitted Use of the Property is conducted in a manner that prevents the uncontrolled release of the Hazardous Material into the environment. In accordance with applicable State law, all Hazardous Material generated by Tenant shall be managed under NASA's Environmental Protection Agency hazardous waste generator identification number. Therefore, Tenant shall allow NASA to (1) provide all hazardous waste containers for use by Tenant on the Property, (2) inspect the hazardous waste containers on the Property on a monthly basis, and (3) collect, containerize, store, label, manifest, ship and dispose of Tenant's hazardous waste to ensure full regulatory compliance. Services provided by NASA under this paragraph shall be considered Support Services.]

Tenant shall allow NASA to accompany Federal and/or State environmental regulators during inspections of the Property. In the event that regulators issue a violation accompanied by fine, Tenant shall reimburse NASA for the fine as appropriate. Tenant shall also immediately correct all violations, findings, and deficiencies identified at Tenant's sole expense.

7.9 Air Emissions Compliance

A. NASA holds a facility-wide Federal Clean Air Act (CAA) Title V Operating Permit issued by the local authorities that governs air emissions from hundreds of NASA-owned regulated and insignificant emission sources and activities across Center. The NASA EAB will provide a copy of this permit to Tenant upon request.

B. Tenant shall be independent from NASA in regard to air emissions permitting and compliance. The Permitted Use of the Property shall be evaluated by the Tenant in order to determine the associated potential to emit regulated air pollutants and to identify applicable air quality regulations and/or permitting requirements. Tenant shall apply for, and receive authorization to construct and/or operate any source of dust, fumes, mist, smoke, particulate matter, vapor, or gas, as required by appropriate Federal or state authorities. The Permitted Use of the Property shall be in compliance with the Federal, state, and local air pollution control laws and regulations, including, but not limited to, air permitting requirements, new source performance standards, and reporting of greenhouse gas emissions. Tenant is required to obtain all appropriate regulatory authorizations and shall also contact the NASA EMB for:

- The operation, reactivation, or modification of an existing emission source/activity,
- The construction of any new air emission source, or
- The initiation of an activity producing air emissions

C. NASA may, at its sole discretion, coordinate with Tenant to amend NASA's existing operating permit(s) under Title V of the Federal Clean Air Act to include Tenant's air emissions information. However, inclusion of Tenant's air emissions into NASA's existing operating permit under Title V of the Federal Clean Air Act in no way relieves the responsibility of Tenant to comply with all other Federal, state, and local air pollution control laws and regulations in accordance with this section. Additionally, NASA may, at any time, give reasonable notice to Tenant that it intends to no longer allow Tenant to utilize its operating permit(s) and Tenant shall then seek to secure its own independent permit(s) in order to comply with this section.

D. [Address, if needed, any Air Operations emission sources or activities applicable to the property in question. If none, a common provision is as follows:

> There are no regulated emission sources or activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this Lease.]

E. If Tenant utilizes NASA-owned portable equipment through an RSAA with NASA and that equipment produces air emissions, either at the facilities involved

in this Lease or at NASA contractor work sites at Center, then Tenant shall comply with all requirements (such as recordkeeping, maintenance, testing, use limitations, permitting, etc.) levied by the NASA EAB in the Center Environmental Checklist response or RSAA at Tenant's expense.

F. If Tenant utilizes a NASA contractor to perform work for Tenant through an RSAA with NASA and that work produces air emissions at a regulated source listed in the NASA Title V Operating Permit, Tenant shall obtain prior written approval from the NASA EAB. If approved, Tenant shall comply with all requirements (such as recordkeeping, maintenance, testing, use limitations, permitting, etc.) levied by the NASA EAB in the Center Environmental Checklist response or RSAA at Tenant's expense.

7.10 Spill Reporting and Cleanup

A. Tenant shall take all relevant and appropriate measures to prevent the release of Hazardous Materials to the environment. Tenant shall be responsible for reporting and cleaning up all spills from Tenant activities, including work performed by NASA contractors for Tenant under an RSAA with NASA, regardless of whether the work was performed at facilities involved in this Lease or at another facility at Center.

B. Tenant shall promptly report all spills and unpermitted releases, discharges, or emissions of Hazardous Material to Center emergency responders by calling [INPUT NEEDED]. Tenant shall report the location, commodity, and estimated quantity released. Promptly after reporting the incident to Center emergency responders, Tenant shall also report the incident to the NASA EAB by calling [INPUT NEEDED]. Tenant shall also make all notifications to any offsite authorities (e.g., National Response Center, etc.) as required by Environmental Law.

C. For all spills and unpermitted releases, discharges, or emissions of Hazardous Material, Tenant shall complete a Center Pollution Incident Reporting and Notification (PIR) Form and submit it to the NASA EAB within three (3) calendar days after the incident unless the spill or release meets the reporting exemptions listed in the PIR Form instructions.

D. Cleanup of Spills on Impervious Surfaces.

(i) For spills and releases of Hazardous Materials on impervious surfaces (such as pavement, concrete, asphalt, etc.), Tenant has the option of self-performing the cleanup or requesting support (via the Center emergency responders) from the NASA nonemergency spill cleanup team to clean up the spill at Tenant's expense.

(ii) Surfaces with unsealed cracks or expansion joints are considered pervious

surfaces if Hazardous Material can migrate to environmental media below. A spill to an otherwise impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six (6) hours) or prior to a storm event is considered a spill to pervious surface for purposes of this section.

E. Cleanup of Spills to Pervious Surfaces.

(i) For spills and releases of Hazardous Materials on pervious surfaces (such as grass, soil, sediment, gravel, surface water, cracked pavement, etc.), Tenant shall request support (via the Center emergency responders) from the NASA nonemergency spill cleanup team to clean up the spill at Tenant's expense.

(ii) If a spill cleanup is beyond the capabilities of the NASA nonemergency spill cleanup team, the NASA nonemergency spill cleanup team shall arrange for a third-party remediation contractor to complete the cleanup at Tenant's expense. All third-party cleanup activities, regulatory communication, and reporting shall be coordinated through the NASA EAB.

(iii) All spills to pervious surfaces shall be cleaned up to applicable state standards unless approved in writing by the NASA EAB. After the cleanup action has been completed, the NASA nonemergency spill cleanup team shall prepare a written cleanup report at Tenant's expense. At a minimum, the report shall include a description of the corrective actions taken, a map showing the spill location, general dimensions of the affected area using Global Positioning System coordinates, photos of the spill before and after cleanup, and confirmatory sampling results providing evidence of adequate cleanup. Tenant shall submit cleanup reports to the NASA EAB within thirty (30) days after the cleanup action has been completed.

F. Tenant shall be responsible for offsite shipment and proper disposal of all cleanup waste and contaminated environmental media as described in Section 7.8.

G. The liability of Tenant under this section shall survive the expiration/termination of this Lease with respect to acts or omissions that occur before such expiration/termination.

7.11 Spill Prevention, Control, and Countermeasures (SPCC)

A. Tenant shall comply with applicable oil pollution prevention regulations under *40 C.F.R. Part 112*. If required, Tenant shall develop, maintain, and implement facility-wide and/or site-specific SPCC plans for its oil storage activities.

B. There are no oil storage activities or sites currently listed in the NASA SPCC Plan at the facilities involved in this Lease.

7.12 Registered Petroleum Storage Tank Systems

A. [Center should tailor this clause to its particular state. A sample clause from KSC is as follows:

> Tenant shall comply with applicable petroleum storage tank system regulations (e.g., Florida Administrative Code Chapters 62-761 and 62-762). If Tenant installs a new petroleum storage tank system that requires registration with the state of Florida, Tenant shall register the system with the Florida Department of Environmental Protection (FDEP) and arrange for required installation inspections with the Brevard County Natural Resources Management Department prior to putting the system into service. Tenant shall provide copies of all storage tank registration forms to the NASA EAB as described in Section 7.3.C.]

B. There are currently no registered petroleum storage tank systems at the facilities involved in this Lease.

7.13 Sanitary Sewer Discharges

A. Discharge of wastewater from the Property is permitted under a National Pollutant Discharge Elimination System (NPDES) permit issued to NASA. Tenant shall at all times properly operate and maintain all facilities and systems of collection, treatment, and control, as necessary to ensure that the generation or disposal of industrial wastewater (to include deluge water held in a containment pond) is in compliance with the aforementioned NPDES permit, a copy of which is available upon request.

B. Prior to discharging nondomestic wastewater into the Center domestic wastewater collection and transmission system (sanitary sewer system), Tenant shall obtain a written discharge authorization from both the Center sanitary sewer system operator and the Center wastewater treatment plant operator. Tenant shall submit discharge requests to the NASA waste management contractor, where they will be evaluated and processed at Tenant's expense. If approved, Tenant shall coordinate each discharge event with the utility system operators; comply with all pretreatment standards; transport the wastewater to specific discharge locations (if required), and discharge the wastewater in accordance with directed flow rates, dates, and times at Tenant's expense. If not approved, Tenant shall ship the wastewater to an offsite disposal facility as described in Section 7.8, Regulated Waste Management and Disposal.

7.14 Endangered Species Act Compliance

Section 7 of the *Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.*, (ESA) requires Federal Agencies to enter into consultation with the United States Fish and Wildlife (FWS) and/or the National Marine Fisheries Service (NMFS) when an action the agency authorizes, funds, or carries out (such as through a permit) may affect a listed threatened or endangered species or designated critical habitat. Tenant shall comply with the terms and conditions of any FWS and/or NMFS issued biological opinions (BOs) affecting the Property issued pursuant to Section 7 of the ESA. NASA will provide Tenant with any such BOs that affect the Property.

7.15 Other Environmental Compliance and Permitting Matters

This section covers other existing environmental compliance-related infrastructure and permits at the facilities involved in this Lease.

A. [If the property in question has existing stormwater management systems, include the following:

Stormwater Management Systems, Stormwater Permits, and No Exposure Certifications. Tenant is responsible to ensure that all storm water discharges are authorized in accordance with the NPDES Stormwater Program. Tenant shall evaluate the potential impacts to storm water runoff as a result of construction activities associated with the Permitted Use of the Property and obtain coverage under the appropriate state general construction permit, as applicable. Tenant shall also prepare a storm water pollution prevention plan (SWPPP) and implement best management and good engineering practices to minimize soil erosion, as applicable. The SWPPP must be maintained with a copy of the general permit at the site and must be readily available for review by NASA officials and regulators upon request.

If the property in question does not have such systems, include the following:

There are currently no existing permitted stormwater management systems at the facilities involved in this Lease. There are currently no activities at the facilities involved in this Lease that require a National Pollutant Discharge Elimination System (NPDES) industrial activities stormwater permit or have an NPDES industrial activity stormwater No Exposure Certification.]

B. Environmental Stewardship and Sustainability. Tenant agrees to actively participate in NASA's recycling, energy, and water conservation programs, including the use of reclaimed water for irrigation, whenever commercially reasonable. Tenant agrees to apply, to the extent commercially reasonable, sustainable design principles to the design and construction of any Improvements and any alterations and/or modifications to the Property.

7.16 Recordkeeping

Tenant shall maintain copies of all required environmental permits, licenses, registrations, regulatory approvals, waste manifests, laboratory analyses, reports, plans, compliance records, Center Environmental Checklists and responses, and regulatory notifications onsite and make them available for review by NASA upon request.

7.17 NASA Reviews

Once a calendar year, and at other times if NASA becomes aware of a potential noncompliance issue, Tenant shall allow NASA personnel full access to conduct reviews of all facilities, systems, materials, records, and wastes to determine compliance with the environmental requirements outlined in this Lease. Any such entry shall be undertaken so as to cause as little interference with Tenant's operations as possible and shall be made subject to Tenant's security requirements, including the requirement that NASA be accompanied at all times by a representative of Tenant. If the request for entry occurs during critical operations, the parties will coordinate for an entry time at the earliest possible time following conclusion of those operations. Tenant shall attend all reviews. Tenant shall promptly correct findings and deficiencies identified during the review at Tenant's expense and deliver corrective action responses to NASA by the due date in the post-review letter.

7.18 Requirements Communication

Tenant shall communicate all environmental compliance requirements as defined in this environmental section to all developers, contractors, tenants, facility owners, or any other entities performing work or otherwise entering upon the Property whether under subleases or any other agreement with Tenant ("third-party agreements"). Tenant shall be liable for any environmental contamination and any noncompliance with Environmental Law, including all associated penalties and/or fines resulting from activities taking place under such third-party agreements, regardless of NASA's consent to such activities, and all such activities shall be deemed Permitted Use.

7.19 Cancellation of Permits and Registrations

Upon termination of this Lease, Tenant shall cancel all permits/registrations/licenses held by Tenant, remove permitted/registered equipment, and return the site/Property to original condition. If a Tenant activity is incorporated into a NASA-held permit, NASA will decide if the permit should be modified to remove the Tenant.

7.20 Lease Termination Inspection

Upon expiration/termination of this Lease, NASA environmental staff shall perform a facility walk-down with Tenant personnel to ensure Tenant has complied with its obligation to remove all Hazardous Material, remove permitted/registered equipment, return the site/Property to original condition, and cease its regulated activities.

7.21 Continuing Liability

This environmental Section shall survive the expiration/termination of this Lease, with respect to any damage, bodily or personal injury, illness, or death occurring prior to such expiration/termination. This environmental section shall survive the expiration/termination of this Lease with respect to any environmental noncompliance condition(s) identified (before or after expiration/termination of this Lease) by NASA; Federal, state, or local regulatory authorities; or Tenant and shall continue until such noncompliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA and Federal, state, or local regulatory authorities with an interest in the noncompliance condition.

ARTICLE 8 - PROTECTIVE SERVICES AND SAFETY

8.1 Protective Services – Fire, Emergency Management, and Security

The Center Office of Protective Services (OPS) is the government office responsible for fire protection, emergency management, and security on NASA property. The OPS oversees the Center protective services contract. Security and fire personnel conduct operations in both uniform and plain clothes.

A. Tenant shall provide immediate access to the Property by properly identified OPS personnel when necessary, in the performance of their official duties. Tenant shall appoint a Center Protective Services Liaison (PSL) to address matters relating to services under this section.

B. Tenant personnel and their guests authorized to access NASA common areas shall comply with NASA administrative regulations and all other policies and guidelines that pertain to security, fire, and emergency management.

C. The OPS will provide 911 call services, fire rescue, security, and emergency medical and hazardous response to the Property 24 hours a day, seven (7) days a week. In accordance with the Terms of a separate RSAA, NASA will charge to Tenant, and Tenant shall pay on a fully reimbursable basis, for any materials used in an emergency response. Tenant shall provide its personnel instructions on Center emergency response procedures.

D. Tenant shall grant the OPS reasonable access to exterior doors and critical entry areas, such as rooms containing alarm panels, electrical panels, fire panels, or mechanical rooms with exterior-only access for purposes of emergency response and fire inspections. Tenant shall coordinate with NASA OPS to establish a means of access to the facilities for emergencies, e.g., fires, medical responses, and security incidents.

E. Center OPS may take any action necessary to protect life and the Property. Except as provided in Article 9, ("Indemnification and Insurance"), of this Lease, NASA shall not be liable for any damage that occurs as a result of these efforts.

8.2 Fire Protection

NASA will provide 24-hour firefighting and emergency response services consistent with existing SSC standards.

The Authority Having Jurisdiction (AHJ)/Building Official, as defined in NFPA, local Building Code, local Fire Prevention Code, American Society of Mechanical Engineers, American National Standards Institute, and all applicable fire and life safety documents, is the Center AHJ. Tenant shall provide immediate access to the Center AHJ and designated personnel for compliance inspections. The AHJ shall be notified whenever any building modifications are to be made. If at any time a matter of compliance is brought to the attention of the AHJ, the AHJ will determine its resolution. This may include, but is not limited to, a written warning, cessation of operations, or recommendation for termination of this Lease.

8.3 Emergency Management

The OPS emergency management office provides 24 hours a day, seven (7) days a week support when required by the Center Emergency Management Officer. Tenant shall comply with instructions provided by Protective Services personnel during emergency situations. Emergency situations include, but are not limited to, facility or Center evacuations, hurricane preparations, hazardous substance releases, security threats, and fire alarms. Tenant shall coordinate with the Center Emergency Management Officer in development of an Emergency Management Plan (EMP) and shall participate in emergency planning, training, response, and recovery. The EMP shall include a facility evacuation procedure in accordance with Center's Emergency Management Policies. Tenant will support the Center Emergency Management Officer during emergencies impacting the Property and Tenant operations, including any significant event at the Tenant's facility. A representative shall be appointed from the Tenant as a representative to the Center Emergency Council.

8.4 Security

A. The OPS security forces will provide 24 hours a day, seven (7) days a week routine patrols and response to security and traffic incidents. Tenant shall coordinate escorts of hazardous, wide, and/or heavy loads through a separate RSAA with NASA.

B. Tenant may hire non-Center unarmed security personnel inside the Property at its discretion. Tenant is not permitted to hire its own armed security personnel. Tenant may obtain armed security forces personnel through a separate RSAA with NASA.

C. Tenant shall comply with all Federal and NASA regulations that prohibit weapons or dangerous materials from being carried, transported, introduced, or stored or

used without specific authorization by the NASA Chief of Protective Services. Tenant personnel and its guests are subject to inspection when on NASA property in accordance with *14 C.F.R. § 1204.1003*.

D. Tenant's management or Protective Services Liaison (PSL) within Center property lines shall, without delay, report all acts of workplace violence to the OPS; this includes any employee who exhibits behaviors of concern. Tenant will promptly notify the OPS when an employee is terminated for any issue relating to workplace violence. The OPS will support upon request any assistance with any terminations, including escorting employees from the site. Tenant personnel are encouraged to participate in various Center OPS security-related training and seminars that are offered to Center and contractor employees (e.g., prevention of workplace violence and loss prevention) at no cost to Tenant.

E. Tenant shall utilize the NASA Identity Management and Account Exchange (IdMAX) system to request badges for permanent employees and foreign nationals. Upon termination, tenant shall ensure any badges provided to employees are returned to OPS.

F. Tenant shall comply with NASA procedures for physical access to all NASA property.

8.5 Safety

A. It is the Tenant's responsibility to ensure Tenant's operations are performed in a manner that minimizes risk to NASA personnel, hardware, facilities, visitors, and the public. Tenant acknowledges full responsibility for the safety and health of its own employees and that of others who may be impacted by the condition of the Property and the execution of operations within them. As such, Tenant shall:

(i) Provide and maintain a safe and healthful defined area/facility.

(ii) Perform operations in a manner that minimizes risk to personnel and property.

(iii) Ensure those who may be impacted by their operation are made aware of hazards caused by the operation

B. Tenant is responsible for ensuring compliance with Occupational Safety and Health Administration (OSHA), Federal, State, and local laws. Tenant shall notify NASA of any non-compliance on the Property and the Tenant's corrective action plan within one (1) week of becoming aware of the non-compliance unless an extension is requested and approved by NASA. Note: Non-compliance or failure by the Tenant to correct repeat/numerous non-compliances could result in an Event of Default under Section 12.2.B hereof.

C. When unsafe or unhealthful conditions/acts pose imminent danger to personnel or property, Tenant shall assure that Tenant's personnel know they have the right and obligation to stop the work posing unsafe or unhealthful conditions/act.

D. Tenant shall comply with NASA Procedural Requirement Safety and Health Procedural Requirements, where specifically applicable to Tenant.

8.6 Mishaps

Tenant shall report the following mishaps to NASA, defined as "Mishaps" in the event they occur:

A. The death of an individual.

B. Serious injury or illness to a NASA employee/NASA Contractor or any individual that is not employed by the Tenant or its agents, contractors, tenants, or invited guests.

C. Tenant shall report such Mishaps to NASA, within one hour of the event being known (after appropriate emergency/medical response is notified), by telephoning the appropriate NASA POC(s) (Exhibit C).

F. NASA Safety & Mission Assurance is required to investigate a mishap that involves injuries to NASA personnel or damage to NASA property (which could include NASA Interim Response Team activities, data and artifact impoundment and control of the scene). Tenant conducts an independent investigation into a Mishap that requires reporting to NASA under this paragraph, the Tenant shall provide a copy of the final mishap report to the appropriate NASA POC(s) (Exhibit C).

H. Tenant shall report any close call ("near miss") that could have led to a Mishap to the appropriate NASA POC(s) (Exhibit C) within the NASA Safety and Mission Assurance Directorate.

I. Tenant shall develop, maintain, and provide to NASA any applicable area access training for NASA personnel residing or performing work on the Property.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

9.1 Damage or Injury

A. NASA shall not be liable to Tenant, and Tenant hereby waives and releases all claims against NASA and NASA's Related Entities, for any damage to, or loss or theft of, any property or for any bodily or personal injury, illness, or death of any

person in, on, or about the Property or the Center arising at any time and from any cause whatsoever, unless the same is caused solely by the willful misconduct of NASA.

B. Tenant shall indemnify and defend NASA and NASA's Related Entities against and hold NASA and NASA's Related Entities harmless from all claims, demands, liabilities, damages, losses, costs, and expenses ("Claims"), including reasonable attorneys' fees and disbursements, arising from or related to (i) any use or occupancy of the Property, or any condition of the Property by Tenant or Tenant's Related Entities; or (ii) any default in the performance of Tenant's obligations under this Lease; or (iii) any damage to any property (including property of Tenant and its developers, contractors, tenants, employees, and visitors to the Property), or (iv) any bodily or personal injury, illness, or death of any person (including contractors, tenants, employees, and visitors to the Property); or (v) the use, storage, transportation, treatment, disposal, release or other handling on or about or beneath the Property of any Hazardous Material introduced or permitted on or about or beneath the Property by any act or omission of Tenant or Tenant's Related Entities, (a) occurring in, on, or about the Property or any part thereof arising at any time and from any cause whatsoever (unless the same is caused solely by the willful misconduct of NASA or NASA's Related Entities), or (b) when such damage, bodily or personal injury, illness, or death is caused by any act or omission of Tenant or Tenant's Related Entities. Notwithstanding the foregoing, in no event shall Tenant be obligated to indemnify, defend or hold harmless NASA or NASA's Related Entities from any Claims arising from the willful misconduct of NASA or NASA's Related Entities. This paragraph of this Lease shall survive the expiration/termination of this Lease with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination.

C. In the event U.S. Government property is damaged as a result of activities conducted under this Lease by or on behalf of Tenant, except in the case of willful misconduct by NASA, Tenant shall be solely responsible for the prompt and timely repair and restoration of such property subject to NASA direction.

D. "NASA's Related Entities" means (a) a contractor or subcontractor of NASA at any tier, (b) a user or customer of NASA at any tier, (c) a contractor or subcontractor of a user or customer of NASA at any tier, or (d) the employees, agents, representatives and invitees of any person or entity described in clause (a), (b) and (c) of this paragraph. The terms "contractor" and "subcontractor" include suppliers of any kind.

E. "Tenant's Related Entities" means (a) any entity that is wholly owned or substantially wholly owned, directly or indirectly, by Tenant, (b) assignees or sublessees at any tier, (c) all contractors, consultants, subconsultants, subcontractors and licensees of any entity described in clause (a) or (b) of this paragraph, and (c) the employees, agents representatives and invitees of any

person or entity described in clause (a), (b) and (c) of this paragraph.

9.2 Insurance Coverage and Amounts

Tenant shall, as of the Commencement Date and at all times thereafter during the Term (except as provided below) and at Tenant's sole cost and expense, obtain and keep in force the insurance coverages and amounts set forth in this Section.

A. Tenant shall maintain commercial general liability insurance, including coverage for contractual liability, broad form property damage liability, fire legal liability, premises and completed operations, and medical payments, with limits of not less than [Insert amount within Range] ($_____) per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from the use, occupancy or maintenance of the Property. Any general aggregate shall apply on a per-occurrence basis. Tenant shall maintain a separate environmental liability provision that covers third party bodily injury and property damage caused by the release of pollutants and the cleanup of pollutants in the event of a hostile fire.

B. If Tenant uses owned, hired or non-owned vehicles, Tenant shall maintain business auto liability insurance with limits not less than One Million Dollars ($1,000,000) per accident covering such vehicles.

C. Tenant shall maintain insurance that Tenant customarily maintains to adequately protect the Property, consistent with Tenant's insurance program for other similar properties. NASA may from time-to-time request such reasonable evidence that the Property is being so insured by Tenant.

9.3 Insurance Requirements

A. All insurance and all renewals thereof shall be issued by companies with a rating of at least "A- VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor or, if there is no equivalent successor rating, otherwise acceptable to NASA) and be licensed to do and doing business in the state.

B. Except as otherwise provided herein, each policy shall not be canceled or materially altered by Tenant without thirty (30) days' prior written notice to NASA and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA and such period of thirty (30) days shall have expired. If Tenant receives notice from its insurer of cancellation or material alteration of a policy required under this Lease, Tenant shall use commercially reasonable efforts to promptly replace such insurance policy prior to the effective date of cancellation or material alteration, and in any case shall replace such cancelled or altered policy no later than fourteen (14) days after cancellation or alteration.

C. Except as otherwise provided herein, the commercial general liability and any automobile liability insurance shall be endorsed to name NASA as an additional insured, shall be primary and noncontributing with any insurance which may be carried by NASA, and shall afford coverage for all claims based on any act, omission, event, or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

D. Tenant shall, prior to conducting any activities under this Lease, furnish to NASA certificates of insurance including material policy exclusions and waivers of subrogation evidencing such insurance. Said certificates shall state the amount of all deductibles. Tenant shall deliver certificates of insurance and endorsements, in form reasonably acceptable to NASA, to NASA upon the Commencement Date and thereafter during the Term prior to the expiration of each policy. In the event that Tenant assigns the Lease or sublets the Property, then such assignee or sublessee shall deliver certificates of insurance and endorsements to NASA at least ten (10) days before the transfer date between Tenant and the assignee or the sublessee and at least ten (10) days before expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
[Name of Center]
[Address for Center Real Property Accountable Officer Contact]

E. All of the insurance amounts specified in Section 9.2, Insurance Coverage and Amounts, shall be escalated every fifth year as reasonably determined by NASA using appropriate indices to generally ensure that the amounts are increased to keep up with inflation.

The policy or policies evidencing property insurance shall provide that, in the event U.S. Government property is damaged as a result of activities conducted under this Lease, the proceeds of the policy or policies shall be payable to Tenant to be used solely for the repairs or replacement of the property damaged or destroyed, and Tenant shall be solely responsible for the repair and restoration of such property subject to NASA direction, and any balance of the proceeds not required for such repairs or replacement shall remain with Tenant. Nothing herein contained shall be construed as an obligation upon NASA to perform construction, improvements, repairs, or replacement of any property damaged in connection with the conduct of activities under this Lease.

9.4 Subrogation

Tenant waives on behalf of all insurers under all policies of insurance now or hereafter carried by Tenant insuring or covering the Property, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any such insurer might otherwise, if at all, have to any claims of Tenant against NASA. Tenant shall procure from each of the insurers

under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against NASA as required by this section. In the event that Tenant assigns the Lease or sublets the Property, the assignees or sublessees shall waive, under all policies of insurance now or hereafter carried by the assignees or sublessees insuring or covering the Property or any operation thereof, all rights of subrogation which any such insurer may have to any claims of the assignees or sublessees against NASA. Assignees or sublessees shall procure from each of the insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of assignees or sublessees against NASA by obtaining from the insurer the following statement: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

ARTICLE 10 - RESTORATION OF THE PROPERTY

10. General Requirements

Upon expiration of the Term, or any earlier termination of this Lease, Tenant shall (i) remove all personal property and Improvements made by Tenant, (ii) comply with all environmental requirements hereunder, and (iii) take all corrective action necessary to remove all Claims related to Tenant's use of the Property. Tenant shall remove all Improvements, whether temporary or permanent in character, made in or to the Property by Tenant within one hundred and eighty (180) calendar days, or such longer time as NASA may approve in writing, of the expiration or earlier termination of this Lease, and Tenant shall return the Property to its original condition (reasonable wear and tear excepted), except for any property which has been removed by NASA or with the approval of NASA. Tenant shall, at Tenant's expense, remove all of Tenant's personal property from the Property, remove all Tenant signage, and repair all damage caused by any such removal (reasonable wear and tear excepted). If Tenant abandons the Property, or is dispossessed by process of law or otherwise, all Improvements made by Tenant and left in the Property, and all personal property belonging to Tenant or Tenant’s Related Entities and left in the Property, shall be deemed to be abandoned. In such event, (i) NASA shall have no obligation to maintain such Improvements or personal property remaining on the Property on behalf of them and shall incur no liability as a result, (ii) neither Tenant nor Tenant's Related Entities shall have any claim of ownership therein, and (iii) NASA shall have the right to cause such Improvements or personal property remaining on the Property to be removed or destroyed, the Property restored, and signage removed pursuant to the requirements of this Lease at the expense of Tenant, and no claims against NASA, the U.S. Government or its officers or agents shall be created by or made on account of such removal or destruction and restoration work. Tenant shall pay NASA on demand any reasonable sum which may be expended by NASA in accomplishing the removal of such property or the restoration of the Property on behalf of Tenant.

The provisions of this Article shall survive any expiration or early termination of this Lease.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

11.1 Assignment

Tenant shall not, directly or indirectly, without the prior written consent of NASA, assign this Lease or any interest herein. Tenant shall not, directly or indirectly, without the prior written consent of NASA, pledge, mortgage, or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of NASA. Tenant agrees that the instrument by which any assignment through which NASA's consent is accomplished shall expressly provide that the assignee will perform all of the covenants to be performed by Tenant under this Lease as and when performance is due after the effective date of the assignment and that NASA will have the right to enforce such covenants directly against such assignee. Any purported assignment without an instrument containing the foregoing provisions shall be void. Except as otherwise provided herein, if Tenant wishes to assign this Lease, Tenant shall give at least ninety (90) days' advance written notice to NASA identifying the intended assignee by name and address and specifying all of the terms of the intended assignment. Tenant shall give NASA such additional information concerning the intended assignee including complete financial statements and a business history and/or the intended assignment (including true copies thereof) as NASA requests. NASA shall have at least sixty (60) days after a complete written notice of assignment request is provided by Tenant (including any additional information requested) to complete its review of the request and either accept or reject the request in writing. If NASA consents in writing, Tenant may complete the intended assignment subject to the following covenants: (a) the assignment shall be on the same terms as set forth in the written notice given by Tenant to NASA, and (b) no assignment shall be valid and no assignee shall take possession of the Property or any part thereof until an executed duplicate original of such assignment has been delivered to NASA. If NASA does not consent to the assignment, NASA will provide in writing its reason(s) for not providing consent.

11.2 Sublease of the Property and Improvements Thereon

The Parties agree that Tenant shall have the right, subject to the terms and conditions of this Lease and its covenants regarding the development and operation of the Property, to sublease developed sites or floor space within constructed buildings and facilities to tenants and end users to meet the purposes of this Lease. Except as otherwise provided herein, all subleases upon the Property shall be (i) subject to the prior consent of NASA, and (ii) otherwise conditioned as follows:

A. Tenant must obtain NASA's prior written consent of the proposed use and tenant before executing any sublease, and all subleases must contain a provision specifying the permitted use or uses pursuant to NASA's consent.

B. Tenant shall develop and provide to NASA for its review and approval a standard sublease document, or variations as may be required for different types of premises (e.g., development sites, office space, processing facilities), incorporating all applicable flow-down provisions of this Lease, prohibiting the tenant from subleasing without the written consent of both Tenant and NASA, providing for the payment to Tenant of fees as required to reimburse NASA for institutional and emergency services, and a provision for assignment of the

sublease to NASA in the event of default by Tenant.

C. Provided Tenant uses the approved standard sublease, Tenant will not be required to obtain NASA's prior written consent to execute the sublease, provided written consent of the proposed use and tenant has been received as required above, and Tenant furnishes a copy of the executed sublease to NASA for its records.

D. Tenant shall obtain NASA's prior review and written consent before, and as a condition to, entering into any sublease of the Property that does not conform to the standard sublease.

11.3 Tenant Not Released

No assignment or sublease shall release Tenant from Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay all Rent and to perform all obligations to be paid and performed by Tenant. No assignment or sublease shall amend or modify this Lease in any respect, and every assignment and sublease shall be subject and subordinate to this Lease. The acceptance of Rent by NASA from any other person or entity shall not be deemed to be a waiver by NASA of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. Tenant shall pay to NASA all direct costs and shall reimburse NASA for all expenses incurred by NASA in connection with any assignment or sublease requested by Tenant. Except as otherwise provided herein, if any assignee, sublessee, or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, NASA may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, sublessee, or successor.

11.4 Assignment of Contracts and Subleases to NASA

Tenant shall include in all contracts and subleases arising from the activities permitted under this Lease a clause providing for assignment of the contract or sublease to NASA in the event of Tenant's termination or dissolution.

11.5 Mortgage

"Mortgage," as the term is used in this Lease, shall mean and include any mortgage, deed of trust, and/or assignment of leases encumbering Tenant's leasehold estate under this Lease made as security for indebtedness of Tenant. Under no circumstances shall any Mortgage encumber NASA's fee interest or reversionary interest in either the Property or the Improvements made thereon. The terms of any such Mortgage shall expressly state that neither the fee interest in the Property nor the Improvements are encumbered thereby or otherwise secure any indebtedness of Tenant.

11.6 Tenant's Right to Mortgage

Subject to the foregoing provisions of Sections 11.1 and 11.5, Tenant shall have and is hereby given the right to mortgage (including any renewal, modification, extension, or refinancing) the

leasehold estate, and only the leasehold estate, created under this Lease, and Tenant's interest in the facilities, and assign the rents from any subleases, provided, however, no such Mortgage or assignment shall release or discharge Tenant from any of its duties and obligations hereunder.

ARTICLE 12 - RIGHT TO TERMINATE, EVENTS OF DEFAULT, REMEDIES

12.1 Termination by Mutual Consent.

This Lease may be terminated at any time upon mutual written consent of both the Parties. Tenant may request termination of this Lease by giving NASA at least one (1) year's written notice. NASA will not unreasonably withhold its consent to such termination, provided, however, that NASA's approval shall not be required to terminate if Tenant provides notice of termination with at least one (1) year's notice after the sixtieth (60th) month of the Lease.

12.2 Default by Tenant

The occurrence of any one or more of the following events ("Event of Default") shall constitute a breach of this Lease by Tenant:

A. Tenant fails to provide the consideration required under this Lease, or other amount of money or charge payable by Tenant under this Lease or the RSAA, and such failure continues for more than thirty (30) days after written notice from NASA that such consideration, money or charge is due;

B. Tenant materially fails to timely perform or materially breaches any other agreement or covenant of this Lease to be performed or observed by Tenant, and such material failure or breach continues for more than thirty (30) days after NASA gives written notice thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as Tenant, in strict accordance with a recovery plan approved in writing by NASA, commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach within the time specified in the approved recovery plan; or

C. Tenant abandons the Property.

D. Tenant discontinues the Permitted Use and other operations at the Property and shows no evidence that it will resume its efforts within a reasonable period of time. In the event NASA determines that any such discontinuation has occurred and is continuing NASA shall provide written notice to Tenant, and Tenant shall have thirty (30) days from such notice to commence the Permitted Use and other operations to NASA’s reasonable satisfaction, and failure to do so shall result in

an Event of Default. The suspension of operations by Tenant for reasons of force majeure, or during a strike or work stoppage by its employees, or temporary suspension for an investigation of an accident, shall not be considered discontinuance of operations; or

E. Tenant's activities under the Lease, or the activities of one of Tenant's sublessees or others using the Property through Tenant, have a material and substantial negative effect on the national space program, national defense or public welfare as reasonably determined by NASA in good faith. For purposes of this paragraph, "material and substantial negative effect on the national space program, national defense or public welfare" means a direct conflict between national space or defense program missions and continuance of Tenant's activities under this Lease, or, with respect to the public welfare, Tenant's activities under this Lease hereunder constitute an imminent and serious risk to the public's health and safety. In the event NASA determines that any such material and substantial negative effect has occurred and is continuing NASA shall provide written notice to Tenant, and Tenant shall have thirty (30) days from such notice to remove or rectify such situation to NASA's reasonable satisfaction, and failure to do so shall result in an Event of Default; provided, however, that if such situation cannot reasonably be rectified within such period of thirty (30) days, an Event of Default shall not exist as long as Tenant, in strict accordance with a recovery plan reasonably approved in writing by NASA, commences with due diligence and dispatch the rectification of such situation within such period of thirty (30) days and having so commenced thereafter prosecutes with diligence and dispatch and completes the rectification within the time specified in the approved recovery plan, as may from time to time be modified with the reasonable approval in writing by NASA.

12.3 Termination Due to an Event of Default.

If an Event of Default occurs, NASA shall have the right at any time to terminate this Lease. In the event that NASA decides to terminate the Lease under this section, NASA shall give a written termination notice to Tenant, and on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, NASA shall have the right to recover from Tenant all amounts of money or charges otherwise due under this Lease. Termination under this section shall create no liability on the part of NASA for Tenant's capital costs of construction, maintenance, operation, upgrade, or removal of facilities, and such costs shall not be recoverable from NASA.

12.4 Continuation

A. If an Event of Default occurs, this Lease shall continue in effect for so long as NASA does not terminate it, and NASA shall have the right to enforce all its rights and remedies under this Lease, including the right to recover the consideration due under this Lease. Acts of maintenance or preservation or efforts to relet the Property or the appointment of a receiver upon initiative of

NASA to protect NASA-Center's interest under this Lease shall not constitute a termination of this Lease unless NASA gives to Tenant written notice of termination.

B. No delay or forbearance by NASA in exercising any right or remedy hereunder, or NASA's undertaking or performing any act or matter which is not expressly required to be undertaken by NASA, shall be construed, respectively, to be a waiver of NASA's rights or to represent any agreement by NASA to undertake or perform such act or matter thereafter. Waiver by NASA of any breach by Tenant or any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by NASA) or failure by NASA to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of NASA's right to have any such covenant or conditions duly performed or observed by Tenant, or of NASA's rights arising because of any subsequent breach of any such covenant or conditions nor bar any right or remedy of NASA in respect of such breach or any subsequent breach. NASA's receipt and acceptance of any payment from Tenant which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompany any payment) shall not operate as an accord and satisfaction or a waiver of the right of NASA to recover any payments then owing by Tenant which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Property because of Tenant's previous default.

12.5 Remedies Cumulative

Upon the occurrence of an Event of Default, NASA shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to NASA at law or in equity by statute or otherwise. Exercise by NASA of any remedy shall not be deemed to be an acceptance of surrender of the Property by Tenant, either by agreement or by operation of law.

12.6 Abandoned Property

If Tenant abandons the Property, or is dispossessed by process of law or otherwise, all alterations, additions, fixtures, and Improvements made by Tenant and left in the Property, and all buildings, fixtures, equipment, and other Improvements belonging to Tenant and left at the Property, shall be deemed to be abandoned and dealt with in accordance with the provisions of Article 10, Restoration of the Property.

12.7 Default by NASA

If Tenant claims that NASA has defaulted under this Lease, Tenant shall give written notice to NASA specifying its asserted reasons for such alleged default with particularity, and NASA shall have sixty (60) days after receipt of such notice within which to cure or otherwise answer the claim, or such longer period as reasonably required by NASA to effect such cure, so long as

NASA commences with due diligence and dispatches the curing of such failure or breach within such a reasonable period and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach. In the event of any default by NASA, Tenant's exclusive remedy shall be an action for damages against NASA as an agency of the United States.

12.8 Termination by NASA for Other Than an Event of Default

NASA may terminate this Lease in its entirety if Tenant fails, voluntarily abandons, or discontinues Permitted Use and any other activities at the Property and shows no evidence that it will resume its efforts within a reasonable period of time. However, the suspension of operations by Tenant during a strike or work stoppage by its employees, or temporary suspension for an investigation of an accident, shall not be considered voluntary abandonment or discontinuance of operations. Except where otherwise provided, such termination shall be effective on the thirtieth (30th) day after written notice to Tenant.

12.9 Unilateral Termination by NASA, Force Majeure

A. NASA may unilaterally terminate this Lease upon written notice in the following circumstances: (i) upon a declaration of war by the Congress of the United States; (ii) upon a declaration of a national emergency by the President of the United States; or (iii) upon a NASA determination, in writing, that NASA is required to terminate for reasons beyond its control. For purposes of this Article, reasons beyond NASA's control include, but are not limited to, acts of God or of the public enemy, acts of the U.S. Government, in either its sovereign or contractual capacity (to include failure of Congress to appropriate sufficient funding to enable NASA's obligations under this Lease), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

B. In the event of termination for reasons given above, NASA will seek to provide reasonable advance notice and will seek to mitigate the effect of such termination, if possible, and will enter into discussions with Tenant for that purpose. This Article is not intended to limit or govern the right of NASA or Tenant, in accordance with law, to terminate its performance under this Lease, in whole or in part, for Tenant's or NASA's breach of a provision in this Lease.

C. Despite the occurrence of any of the conditions delineated above, NASA may elect not to terminate this Lease immediately. Any such election shall not constitute a waiver of any right of NASA hereunder nor shall it preclude NASA from later terminating the Lease without further notice if the condition creating a right to terminate continues. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by Tenant or Tenant’s Related Entities as a result of the termination by NASA.

ARTICLE 13 - NOTICES AND PRINCIPAL POINTS OF CONTACT

13.1 Method

Except as otherwise specifically provided in this Lease, all requests, approvals, consents, notices, and other communications under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid and certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery, courier, or air express service), or sent via electronic mail, and addressed to the applicable party as specified in this Lease below (or such other personnel or place as a Party may from time to time designate in a written notice to the other Party). Such requests, approvals, consents, notices, and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if delivered by United States mail; of hand delivery if hand delivered; or of transmission as evidenced by a machine-generated receipt or proof of transmission if sent via electronic mail. If any such request, approval, consent, notice, or other communication is not received or cannot be delivered due to a change in the address of the receiving party, of which notice was not previously given to the sending Party, or due to a refusal to accept by the receiving Party, such request, approval, consent, notice, or other communication shall be effective on the date delivery is attempted. Any request, approval, consent, notice, or other communication under this Lease may be given on behalf of a Party by the attorney for such Party.

The personnel set forth in Exhibit C, Points of Contact, are designated as the POCs between NASA and Tenant in the performance of this Lease.

ARTICLE 14 - EMBLEMS

14.1 NASA Name and Initials

Tenant 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. Tenant 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.

14.2 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*. Tenant must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 15 - EXCLUSIVITY

Nothing in this Lease will be construed to prohibit NASA from entering into land use agreements with other entities for other designated sites on other NASA property or for the lease or utilization of existing NASA-owned facilities.

ARTICLE 16 – MISCELLANEOUS

16.1 General

Time is of the essence with respect to the performance of each and every provision of this Lease. This Lease shall benefit and bind NASA and Tenant and the permitted personal representatives, heirs, successors, and assigns of NASA and Tenant. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect. Unless specifically noted otherwise, references to a period of time measured in days means calendar days.

16.2 No Waiver

The waiver by NASA or Tenant of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between NASA and Tenant in the administration of this Lease be construed to waive or to lessen the right of NASA or Tenant to insist upon the performance by NASA or Tenant in strict accordance with this Lease. The subsequent acceptance of Rent hereunder by NASA or the payment of Rent by Tenant shall not waive any preceding breach by Tenant of any covenant in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action.

16.3 Exhibits

The exhibits referred to in this Lease are hereby incorporated and made a part of this Lease.

16.4 Broker(s)

Tenant warrants and represents to NASA that Tenant has negotiated this Lease directly with NASA and has not authorized or employed, or acted by implication to authorize or to employ, any other real estate broker to act for Tenant in connection with this Lease.

16.5 Entire Agreement and Modification

There are no oral agreements between NASA and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements, and understandings, oral or written, if any, between NASA and Tenant or displayed by NASA to Tenant with respect to the subject matter of this Lease or Property. There are no commitments, representations, or assurances between NASA and Tenant other than those

expressly set forth in this Lease and all reliance with respect to any commitments, representations, or assurances is solely upon commitments, representations and assurances expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an agreement in writing signed by NASA and Tenant.

16.6 Governing Law

NASA and Tenant agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity. United States 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. NASA and Tenant 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. Tenant shall, at its sole cost and expense, promptly comply with all applicable Federal, state, and local laws.

16.7 Taxes and Assessments

Tenant shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees, and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of NASA and Tenant (collectively "Taxes"), that are levied, assessed, charged, confirmed, or imposed by any public or government authority upon or against, or measured by, or reasonably attributable to, the Property or this leasehold interest or any part thereof or any improvements constructed thereon. Tenant may contest the legal validity or amount of any Taxes for which it is responsible under this Lease, and may institute such proceedings as it considers necessary to recover or reduce its Taxes, provided that Tenant shall bear all expenses in pursuing such contest or proceeding.

16.8 Anti-Deficiency Act

NASA's ability to perform its obligations under this Lease is subject to the availability of appropriated funds. Nothing in this Lease commits the United States to appropriate funds for the purposes stated herein (pursuant to the *Anti-Deficiency Act, 31 U.S.C. § 1341*).

16.9 Authority

The United States Government, as represented by NASA, is the sole owner of the Property and has the unrestricted right and authority, subject to Federal law, including *51 U.S.C. § 20145*, to sign this Lease and to grant Tenant the rights granted in this Lease. There are no mortgages encumbering the Property. NASA represents, to the best of its actual knowledge without having conducted any investigations that it has full right, authority, and power to lease the Property to Tenant for the Term of Lease

16.10 Successors and Assigns

The terms and provisions of this Lease shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Parties. NASA agrees to promptly notify Tenant upon the transfer of any interest in the Property.

16.11 Information Technology Compliance With Laws and Regulations

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, environmental, and suspension and debarment laws and regulations. Access by Tenant to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

IN WITNESS WHEREOF, NASA and Tenant have executed this Lease as of the latter date set forth below:

NASA:
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
An Agency of the United States of America

By: _____
[Name of Signor]
[Title of Signor]

Date:_____

Tenant:
[NAME OF TENANT]

By: _____
[Name of Signor]
[Title of Signor]

Date:_____

EXHIBIT A
Legal Description/Survey Map

EXHIBIT B
Schedule of Annual Lease Payments

EXHIBIT C
Points of Contact

The individuals listed below along with any successors or assignees designated by the parties through written notice shall serve as the primary points of contact.

Real Property Accountable Officer

[INPUT NEEDED]

NASA Technical Point of Contact

[INPUT NEEDED]

EXHIBIT D
Schedule of Services

EXHIBIT E
Demarcation Points/Interference Points for Affected Utilities

EXHIBIT F
Entrance Environmental Baseline Survey

EXHIBIT G
NEPA Documentation Associated With the Lease Activities

Due to the file size being large, this exhibit is being provided as a separate document.

EXHIBIT H
Commercial Aerospace 1509 Template

Information for Proposed Facility Modifications Requiring NASA Approval

Date:

Location: _____

Agreement # _____

Facility Number / Name: _____

Project Title: _____

Scope / Description:

Provide full description of any proposed construction, alteration, or repair work. Include full description of any proposed demolition work, including specific facilities, structures, facility systems, or collateral equipment to be removed.

Justification:

Technical Point of Contact:

Schedule Dates:

Design Phase

Construction Phase

Summary of Estimated Costs:

Design:

Construction:

Demolition: