

**GRAND PRAIRIE MUNICIPAL AIRPORT
COMMERCIAL LEASE FOR RESTAURANT FACILITY**

This Commercial Services Agreement ("Lease Agreement") is made and executed this _____ day of _____, 2018, at Grand Prairie, Texas, by and between **THE CITY OF GRAND PRAIRIE**, a Municipal Corporation, hereinafter referred to as "Lessor", and **Radial Engine Restaurant, LLC** having its principal offices located at 3116 South Great Southwest Parkway, Grand Prairie, TX 75052 hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor owns, controls, and operates the Grand Prairie Municipal Airport ("Airport"), located at 3116 South Great Southwest Parkway, in the City of Grand Prairie, Tarrant County, Texas, including a Terminal Building, hereinafter referred to as "Terminal" thereon; and

WHEREAS, Lessee desires to operate food and beverage facilities in the Terminal; and

WHEREAS, Lessor wishes to have Lessee operate the food and beverage services in the Terminal,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

I. GENERAL CONDITIONS

A. Principals of Operation. Lessee shall have the right to conduct activities for the furnishing of food and beverage services to the public, subject to the following conditions:

(1) Lessee shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users of Lessee's services.

(2) Lessee shall charge fair, reasonable, and nondiscriminatory prices for each product or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, coupon offers, or other similar types of price reductions to purchasers.

II. LEASED PREMISES

Lessor, for and in consideration of the covenants, promises, and agreements herein contained to be kept by Lessee, leases to Lessee, and Lessee leases and takes from Lessor, the premises

described or identified in Exhibit "A" attached hereto and incorporated herein for all purposes, including approximately 497 square feet of building space and real property described in metes and bounds on said Exhibit "A", and any equipment described or identified in Exhibit "B" attached hereto and incorporated herein for all purposes, therein hereinafter collectively referred to as the "Leased Premises", which is a part of the Airport, and which Leased Premises shall also be deemed to include any other space which the Lessee shall hereafter occupy pursuant to the terms of this lease, together with the right of ingress and egress to the Leased Premises on or across public use space and the right, in common with others so authorized, of passage upon the Airport property generally, subject to reasonable regulations by the City of Grand Prairie; and such rights shall extend to Lessee's employees, patrons, and invitees.

Lessee accepts said Leased Premises and equipment from Lessor "as is" and in the condition in which said premises exist as of the execution of the Lease Agreement, and Lessor has no obligation to repair any equipment.

III. PRIVILEGES

A. Privileges. Lessor hereby grants to Lessee the exclusive right and responsibility to operate and maintain food and beverage facilities, including alcoholic beverages (subject to Local and State requirements and regulations), and the exclusive right to sell, serve, display, or otherwise make available to the public all food and beverage in the public areas of the Terminal, and as same may be expanded, replaced, or remodeled in the future. All such operations shall at all times be conducted in a manner reasonably acceptable for a similar business on an airport.

During the period of this Lease Agreement, Lessee shall have the non-exclusive right and privilege to provide food and beverage catering services for scheduled, nonscheduled, charter, and private aircraft as may operate at the Airport, on such terms and conditions as may be agreed upon between Lessee and the aircraft owners and operators.

Lessee shall have the exclusive right and privilege to solicit food and beverage catering services for special events which may be held in the Airport Terminal, Terminal Grounds and Terminal Parking Area.

B. Concessions Excluded. Coin operated video game machines and food, beverage and insurance vending machines are excluded from the uses and rights granted to the Lessee hereunder. Lessor may consider entering into a separate contract with Lessee for food and beverage vending machines in the terminal.

C. Automobile Parking for Employees. Lessor warrants that it will provide automobile parking space for employees of Lessee in a manner and of a type similar or equal to that provided for employees of other Airport tenants. Lessor reserves the right to restrict and designate parking areas for all motor vehicles on all areas of the Grand Prairie Municipal Airport.

IV. TERM

The term of the Lease Agreement shall be for a period of three (3) years, commencing on the 1st day of June 2018 (the "Commencement Date"), and continuing through the 31st day of May 2021. Lessee shall have the right to negotiate one (1) additional three (3) year term.

Either party may cancel this agreement upon thirty (30) days written notice to the other.

If Lessee shall remain in possession of the Leased Premises, with express written authority of the City, after the expiration of the term of the Lease Agreement, such possession shall be on a month-to-month basis. During such "holdover" period, rent shall be payable at the same lease rate as the last month of the preceding term, and all other provisions of this Lease Agreement shall be applicable.

V. PAYMENTS, RENTALS, AND FEES

Lessee covenants and agrees to pay to Lessor, as a consideration for this Lease Agreement, payments, rentals, and fees as follows:

A. Rent. Lessee shall pay to the Lessor for the use and occupancy of the Leased Premises on the tenth (10th) day of each and every calendar month during the term of the Lease Agreement, an amount of Four hundred fourteen dollars and seventeen cents (\$414.17) per month. Lessee shall provide a monthly Profit & Loss Statement to the Airport Director. Lessee shall allow Lessor's auditors full access of all financial records upon request by Lessor. Rental rates may be adjusted annually to those approved and adopted by the City Council of Grand Prairie, Texas.

At the option of the Airport Director as to duration and number, sign timeslots will be made available on the Airport entry sign at no cost. Tenant artwork may be used on the sign at the discretion of the Airport Director and the City's Communications and Marketing Director. Airport or Communications and Marketing staff may be available to assist in designing sign artwork and messages.

C. Late Charges. Lessee agrees to pay a late charge of ten (10) percent of the monthly rent for each month, or portion thereof, that any monthly installment is past due, and a separate computation and payment of such late charge shall be made for each monthly installment that is past due, so that if two monthly installments are past due, then two separate late charges shall accrue, and so on. A payment shall be considered past due after the tenth (10th) day of the month in which payment was due.

D. Remittance. Payments of all rents and fees shall be made to:

**The City of Grand Prairie
P.O. Box 660814
Dallas, TX 75266-0814**

VI. RIGHTS AND OBLIGATIONS OF LESSEE

A. Use of Leased Premises. Subject to the other terms, conditions, and covenants contained in this Lease Agreement, Lessee is granted the privilege to use the Leased Premises to maintain and operate a full service food and beverage operation for the benefit of the tenants, guests, invitees, and other users of the Grand Prairie Municipal Airport facilities.

B. Unauthorized Activities. Lessee shall not, nor allow others to, conduct any operations or activities or provide any services not specifically authorized in the Lease Agreement. No person, business, or corporation may operate a commercial, retail, or industrial business upon the Leased Premises, or upon the Airport property without a lease, permit, or license from Lessor specifically authorizing such commercial, retail, or industrial activity. Lessee shall not use any portion of the Leased Premises, or Airport property for activities not directly related to the uses granted herein without the prior written consent of the Lessor's Airport Director.

C. Independent Contractor. During the term of the Lease Agreement for all the purposes hereunder, Lessee is and shall always be deemed an independent contractor, and nothing contained in this Lease Agreement shall be deemed or construed to constitute a partnership or joint venture between the parties hereto, nor shall Lessee be deemed an agent or representative of the Lessor in any manner.

D. Standards. Lessee shall meet or exceed the following standards:

(1) Designated On-Site Manager. Lessee shall designate an on-site manager who shall generally be available to the public during business hours.

(2) Address. Lessee shall file with the Airport Director, and keep current at all times Lessee's mailing address, telephone number(s), and contacts where Lessee's designated manager can be reached in the event of an emergency.

(3) Conduct. Lessee agrees to conduct its operations in accordance with all governmental laws, rules, regulations, ordinances, and directives applicable to the use of the Leased Premises, as well as the Minimum Standards for Commercial Operators at Grand Prairie Municipal Airport, as they may apply to the Lessee's operation, and as such Minimum Standards shall be amended from

time to time. The current Minimum Standards for commercial Operators are available on the City of Grand Prairie web site at gptx.org.

Lessee shall require its employees, sub-lessees, and assigns to abide by the terms of this Lease Agreement and Minimum Standards. Lessee shall be responsible for and shall control the conduct and demeanor of its employees, agents, or servants while on the Airport property so as to ensure Lessee's operations and activities are carried on in a professional and business-like manner.

Lessee agrees to keep all fixtures, equipment, and personal property, which is open or visible to the general public, in a clean and orderly condition and appearance at all times. Lessee agrees to control all vehicular movement by its employees in such a manner as to ensure the safety of its customers, business visitors, and other persons. Lessee agrees to ensure that employee vehicles remain clear of all aircraft movement areas of the Airport.

Lessee will comply with all City Ordinances, Building and Fire Codes. Failure to comply will result in termination of the lease.

(4) Standards of Operation. Lessee shall conduct all operations at the Airport in a business-like, professional manner, and shall maintain the Leased Premises in a neat, sanitary, and safe condition at all times. Lessee shall be responsible for routine cleaning of floor and wall surfaces, including any carpeted areas.

Lessee shall serve, and offer for sale, only high quality products which are safe, free from adulteration, sanitary, and as labeled and represented to the public. Lessee shall maintain supervision of its employees, who shall be neat in dress, clean and courteous, and provide efficient service.

(5) Service and Staffing. Lessee agrees that a full service food and beverage operation shall be operated on the Leased Premises. The operation shall be adequately staffed during all hours of operations. The facility shall be open for business on days and hours established by Lessor and approved in writing by Lessee. Lessee's days of operation will be Monday through Saturday. Lessee's hours of operation will begin no later than 7:00 a.m., and end no earlier than 3:00 p.m. Any alteration of operating hours shall be subject to prior approval by Lessor's Airport Director, which approval shall not be unreasonably withheld.

(6) Trade Fixtures and Utensils. Lessee shall furnish, provide, and maintain in good condition all trade fixtures, china, glassware, silverware, linen, and utensils necessary for the exercise by Lessee of the privileges, uses, and rights granted herein, the same to be and remain at all times the property of Lessee and removable by Lessee upon the expiration or termination of this Lease Agreement. When disposable dishware, glasses, cups, and utensils are used, they shall be sturdy and of good quality.

In the event of installation by Lessee of trade fixtures which are considered to be permanently affixed to the building, said fixtures shall become the sole property of the City of Grand Prairie, and shall not be removed by Lessee unless approved by Lessor prior to installation.

(7) Utilities, Taxes and Fees. During the term of this Lease Agreement, Lessee agrees to pay in a timely manner, all expenses and payments in connection with its use and occupancy of the Leased Premises and which Lessee agrees to be bound for, including all taxes, permit fees, license fees and assessments lawfully levied or assessed, where applicable. Throughout the term of the Lease Agreement, including any extension term, Lessee shall be responsible for all personal property taxes due on Lessee's property located on the Leased Premises. Any extensions or alterations to the existing utility service lines or electrical wiring system must be approved, in advance, by the Lessor's Building Inspection Department. Any connection to water lines must occur at the existing utility connection points unless otherwise approved in writing by Lessor's Airport Director. If tenant remodels or modifies the premises, all costs incurred in the relocation of any existing utility service lines or facilities, or extensions, alterations, or the installation of additional utility service lines or facilities shall be at Lessee's expense, unless agreed upon otherwise and approved in writing by the Lessor's Airport Director prior to such relocation, extension, or installation.

(8) Rules, Regulations and Restrictions. Lessee's use of the Leased Premises shall, at all times, be in compliance with and subject to any covenants, restrictions, and conditions pertaining to the use and occupancy of the Leased Premises, and shall, at all times, comply with the laws, codes, ordinances, rules and regulations, either existing or those promulgated in the future, by the City of Grand Prairie, Tarrant County, the State of Texas, the United States of America, and the Federal Aviation Administration. **Lessee shall not operate, or permit the operation of, any transmitter devices, electrical signal producers, or machinery on the Leased Premises which could interfere with the electronic aircraft navigation aids or devices located on or off the Airport property. Lessee shall not be permitted to engage in any business or operation on the Leased Premises which would produce obstructions to visibility or violate height restrictions as set forth by the Federal Aviation Administration and/or the City of Grand Prairie.**

(9) Maintenance. Lessee shall be responsible for all interior maintenance and repair of the Leased Premises (excluding structural). Lessee shall be responsible for wear and tear maintenance and filter replacement of fixtures. Lessee shall be responsible for janitorial service of the Lease premises, and for collecting and placing all trash in dumpsters for pick up by Lessor's refuse contractor. Lessee agrees to maintain public restrooms after normal business hours. Lessee shall be liable for all plumbing stoppage caused by Lessee's acts to include routine maintenance and service of the grease trap.

Lessee agrees to keep the Leased Premises, including fixtures, equipment and personal property, in a safe, clean, and attractive condition at all times.

If a hazardous condition needing prompt repair exists on the Leased Premises, which is the Lessee's responsibility, Lessor may require the Lessee to commence and to diligently complete such repair within ten (10) days of Lessee's receipt of Lessor's written notice of such condition. Lessor's reasonable determination as to what constitutes a "hazardous condition" shall be final. Should Lessee fail to immediately commence or, alternatively, fail to complete the needed repairs within

ten (10) days of Lessee's receipt of Lessor's written notice of such condition, Lessor may, at its sole option, and in addition to any other remedies available to it, repair, replace, or rebuild all or any portion of the Leased Premises specified in said notice. In event of such action, Lessee shall be liable for Lessor's reasonable cost incurred in such repair.

Lessor shall be responsible for the maintenance of the utility services to the Leased premises, building exterior, doors, roof, walls, structural supports, and foundation of the Leased Premises. Lessor shall furnish Lessee with the paper products for the public restrooms.

(10) Storage. Lessee agrees not to utilize, or permit others to utilize areas of the Leased Premises which are located on the outside of the building for the storage of wrecked or permanently disabled automobiles, vehicles of any type, or any other equipment, trash, debris or items which would distract from the appearance of the Leased Premises.

(11) Quit Possession. Lessee shall quit possession of the Leased Premises at the end of the primary term of this Lease Agreement and deliver up the premises to Lessor in as good condition as existed when possession was taken by Lessee, reasonable wear and tear and any permitted alterations excepted.

(12) Chemicals. Lessee agrees to properly store, collect and dispose of all chemicals and chemical residues; to properly store, confine, collect and dispose of all paint, including paint spray in the atmosphere, and paint products; and to comply with all local, state and federal laws and regulations governing the storage, handling and disposal of such chemicals and paint. Lessee further agrees, except in accordance with applicable law, that at no time during the term of this Lease Agreement shall any materials, fluids, solids or gaseous substances be utilized, stored, disposed of or transported on the Leased Premises which are considered by the United States Environmental Protection Agency to be a hazard to the health of the general public, and that no activity shall be permitted on the Leased Premises that would produce noxious odors. Lessor acknowledges that to the best of its information and belief, there are no hazardous substances on or under the Leased Premises as of the Commencement Date, but agrees that no formal environmental assessment has been conducted.

(13) Signs. During the term of this Lease Agreement, Lessee shall have the right, at its own expense to place, in or on the Leased Premises, signs identifying Lessee. Said signs shall be of a size, shape and design, and at a location or locations approved by the Lessor, which approval shall not be unreasonably denied, and in conformance with any applicable City of Grand Prairie ordinances, and the overall directional graphics or sign program established by Lessor's Airport Director on the Airport. Said signs shall be maintained in good repair throughout the term of this Lease Agreement. Notwithstanding any other provision of this Lease Agreement, said signs shall remain the property of the Lessee. Lessee shall remove, at its own expense, all lettering, signs and placards so erected on the Leased Premises at the expiration of the term of this Lease Agreement.

(14) Lessor's Right to Correct Violations. Should Lessee violate any law, rule, restriction or regulation of the City of Grand Prairie, Tarrant County, State of Texas, or the United States of America relating to food and beverage handling, service or operation, or should Lessee engage or permit other persons or agents to engage in activities which would cause such violations, the Lessor shall notify Lessee of such violation in writing and deliver such written notice to Lessee or Lessee's agent on the Leased Premises, or to the person(s) on the Leased Premises who are causing said violation(s), and upon delivery of such written notice, Lessor shall have the right to demand that the person(s) responsible for the violation(s) cease and desist from all such activity creating the violation(s). In such event, Lessor shall have the right to demand that corrective action, as required, be commenced as soon as reasonably possible to restore the Leased Premises into conformance with the particular law, rule, restriction or regulation being violated. Should Lessee, Lessee's agent, or the person(s) responsible for the violation(s) fail to cease and desist from said violation(s) and/or to immediately commence corrective action, and to complete said corrections as soon as reasonably possible following written notification, then Lessor shall have the right to enter on to the Leased Premises and correct the violation(s) at Lessee's sole cost and expense.

(15) Inspection by Lessor. The Lessor may enter upon the Leased Premises at any reasonable time for any purpose connected with the performance of its or Lessee's obligations hereunder, or to determine if any safety or health violations exist on the Leased Premises

VII. CONSTRUCTION OF PERMANENT IMPROVEMENTS

A. Lessee may not make any permanent improvements or alterations to the leased area. Any permanent improvements or alterations deemed necessary or of vital interest to Lessee will be made by Lessor with the understanding that Lessee will reimburse Lessor immediately for all costs that have been mutually agreed upon prior to the commencement of any permanent construction of improvements or alterations. Lessee will be responsible for immediate restoration of the premises upon notice to Lessee of any unauthorized permanent improvements or alterations.

VIII. SPECIAL CONDITIONS

Books and Records. Lessee agrees to furnish to the Lessor's Airport Director, upon request, access to books and records relating to the revenue, costs, overhead and such other information as may be requested in order to ascertain performance of the restaurant operation. Lessee further agrees to furnish to the Lessor's Airport Director a statement of monthly gross revenues and expenses derived or resulting from the restaurant operation on the Leased Premises, to be due on or before the tenth day after month end of the preceding calendar month of business, beginning on the first day of the second calendar month of operation after the commencement of this Lease Agreement, and each successive month thereafter. Lessee and Lessor agree that such information is deemed to be confidential, and will not be considered public information.

IX. RIGHT OF EASEMENT

When and where the Lessor deems necessary, Lessor shall have the right to establish easements, at no cost to Lessee, upon the Leased Premises for the purpose of providing utility services to, from or across the Airport property, or for the construction of public facilities on the Airport. However, any such easements shall not interfere with Lessee's use of the Leased Premises and Lessor shall restore the property to its original condition upon the installation of any utility services on, in, over, or under any such easement at the conclusion of such construction. Lessee shall not have the right to levy fees or charges for any exercised right of easement by Lessor or Lessor's authorized agent.

X. SUBLETTING AND ASSIGNMENT OF LEASE

Lessee shall not rent or sublease all or any part of the Leased Premises, nor the improvements located thereon, nor shall Lessee assign, sell or transfer this Lease Agreement, or any rights thereunder, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any such transfer, assignment, subletting occupation, or use by any other person or entity without Lessor's consent and approval shall be void and, at Lessor's option, shall terminate this Lease Agreement.

XI. INSURANCE

Upon issuance of a certificate of occupancy for the buildings and improvements constructed upon the lease premises, lessee shall maintain continuously in effect at all times during the term of this Lease Agreement or any extension thereof, at Lessee's expense, the following insurance coverage in conformance with the Minimum Standards and Regulations for Commercial Operators and at limits reasonably acceptable to Lessor's City Attorney:

A. Comprehensive General Liability Insurance (including the standard Independent Contractor's Liability, Completed Operations, and, where determined by the City Attorney to be applicable to Lessee's operations on the Airport premises, Products Liability) covering the Lessor, Lessee, its personnel, and its operations on the Airport in the minimum amount of \$1,000,000 combined single limits (bodily injury, death, and property damage) on a per occurrence basis.

B. All policies shall be of the "occurrence type", and shall name the City of Grand Prairie as an additional named insured and carry an endorsement by the insuring company that said policy will not be cancelled, changed in any of its material terms or conditions, or lapse, without a minimum of thirty (30) days prior written notice to the City.

C. Waiver of Subrogation. Certificate of Insurance will contain a Waiver of Subrogation in

favor of City.

D. A current Certificate of Insurance will be on file with the City of Grand Prairie.

E. All policies must be approved in writing by Lessor's City Attorney and the City Attorney shall be provided a copy of all such insurance policies.

XII. INDEMNITY

A. Lessee agrees to indemnify and hold harmless Lessor and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon intentional or negligent acts or omissions in whole or in part by the Lessee, its agents, representatives, employees, members, patrons, visitors, contractors and subcontractors, if any, and sublessee, which may arise out of or result from Lessee's occupancy or use of the premises or activities conducted in connection with or incidental to this Lease Agreement.

B. This Indemnity Provision extends to any and all such claims, suits, demands, or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity Provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitution claims, or otherwise.

C. Lessee and Lessor each agree to give the other party prompt and timely notice of any such claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or the Lessor. Lessee further agrees that this Indemnity Provision shall be considered as an additional remedy to Lessor and not an exclusive remedy.

XIII. TERMINATION OF LEASE AGREEMENT BY LESSOR

All the terms, restrictions, covenants and conditions of record pertaining to the use and occupancy of the Leased Premises are conditions of this Lease Agreement and failure of the Lessee to comply within ten (10) days of receipt of Lessor's written notice of non-compliance with any of the terms, conditions, restrictions, covenants and conditions of record shall be considered a default of this Lease Agreement, and upon default, the Lessor shall have the right to invoke any one or all of the following remedies:

A. It is expressly agreed that in the event Lessee creates or causes any breach of the terms, conditions, or covenants of this Lease Agreement, upon giving proper notice where required as specified elsewhere in this Lease Agreement, Lessor shall have the right and option to immediately re-enter the Leased Premises, take possession thereof, and remove all persons and property

therefrom without benefit of court order, and to exercise any and all rights provided by law or by this Lease Agreement.

B. Should Lessee fail to pay the monthly rental amounts or any other fees prescribed in this Lease Agreement, such failure shall constitute a monetary default of this Lease Agreement, and Lessor may give written notice to Lessee of Lessee's failure to pay and demand payment in accordance with the Lease terms. Should Lessee fail to pay the monthly rental amount within ten (10) days following receipt of written notice from Lessor, then Lessor may terminate this Lease Agreement.

(1) If, at the termination or expiration of this Lease Agreement, Lessee owes Lessor any rent or any other sum of money to Lessor, in addition to the statutory landlord's lien, Lessor shall have a contractual landlord's lien on all goods, wares, equipment, fixtures, furniture, and other business or personal property of Lessee situated on the Leased Premises, together with the proceeds from any sale or lease thereof, for the purpose of securing Lessee's payment of any and all monetary obligations still owed by Lessee under this Lease Agreement. Such property shall not be removed without the consent of the Lessor until all arrearage in rent or other sums of money then due Lessor hereunder shall first have been paid and discharged. Lessee shall, however, continue to have access to such goods, wares, equipment, fixtures, furniture and other business or personal property of Lessee in order to continue to serve the public's needs without interruption until the issue of rent or any other sum of money alleged to be owed to Lessor by Lessee is finally resolved by the Parties or court of competent jurisdiction.

(2) Upon the expiration or termination of this Lease Agreement, Lessor and Lessee hereby expressly agree that Lessor shall have the right, without notice and without the benefit of court order, to peaceably enter the Leased Premises, take possession of any of the above-described property of the Lessee found therein without liability for trespass or conversion, and secure such property until disposition of such property as required by law.

C. In the event that the Lessee fails to comply with any other terms, conditions, restrictions and covenants pertaining to this Lease Agreement, then, in such event, Lessor shall declare a non-monetary default, give Lessee written notice of said default, and demand Lessee to cure or correct the same. Should Lessee fail to correct said violation(s) or breach within ten (10) days following receipt of said notice, then Lessor shall have the right to terminate this Lease Agreement.

(1) If, at the termination or expiration of this Lease Agreement Lessee is not in monetary default of this Lease Agreement, Lessee shall be entitled to remove from the Leased Premises all personal property, tools, machinery, equipment, portable buildings, materials and supplies placed thereon by it (trade fixtures excepted); provided however, Lessee shall repair all damage resulting from such removal. Lessor shall allow Lessee not more than fifteen (15) days after the termination date hereof for such removal unless additional time is mutually agreed upon by both parties.

(2) Further, if after the expiration or termination of this Lease Agreement wherein Lessee is not in monetary default, Lessee fails to remove its property from the Leased Premises within fifteen (15) days, Lessor may remove such property to a public warehouse for deposit at Lessee's expense or retain same in Lessor's own possession. If Lessee fails to take possession of and remove such property after paying any appropriate rental fees within sixty (60) days after termination of this Lease Agreement, the property shall be deemed to be abandoned and Lessor may sell same at public auction. Under no circumstances shall Lessor be responsible for, nor liable to Lessee or any third party for the custodial protection of any of the Lessee's or other third party's personal property, including, but not limited to, any merchandise, machinery, or equipment abandoned or left on the Leased Premises after the expiration or termination of this Lease Agreement, even though it is necessary for Lessor to remove same from the Leased Premises for storage or disposal.

D. In addition to termination of this Lease Agreement for the breach of terms and conditions herein, Lessor shall have the right to immediately terminate this Lease Agreement for the following reason(s):

(1) In the event Lessee shall file a voluntary petition of bankruptcy or proceedings in bankruptcy shall be instituted against Lessee which are not dismissed within ninety (90) days and Lessee thereafter is adjudicated in bankruptcy pursuant to such proceedings, or any court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or if a receiver shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or if a receiver for Lessee's assets is appointed and not discharged within ninety (90) days.

(2) In the event Lessee should sublease, rent, assign, or transfer this Lease Agreement for any reason without the approval by and written consent from Lessor.

Upon termination or cancellation of this Lease Agreement, and provided all monies due Lessor have been paid, Lessee shall have the right to remove its personal property, provided such removal does not cause damage to any part of the structure or improvements.

E. Failure of Lessor to declare this Lease Agreement terminated upon the default of Lessee for any of the reasons set forth above shall not operate to bar, destroy or waive the right of Lessor to cancel this Lease Agreement by reason of subsequent violation of the terms hereof. The acceptance of rentals and fees by Lessor for any period(s) after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of rights on the part of Lessor to cancel this Lease Agreement for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed.

F. Upon termination or expiration of this Lease Agreement, all rights powers and privileges of Lessee shall cease, and Lessee shall immediately vacate any and all space occupied by Lessee under

this Lease Agreement, and shall make no claim of any kind whatsoever against Lessor, its agents or representatives by reason of such termination or expiration, or any act incident thereto.

XIV. TERMINATION OF LEASE AGREEMENT BY LESSEE

A. Lessee may cancel this Lease agreement, in whole or part, and terminate all or any of its obligations hereunder at any time, by thirty (30) days written notice, upon or after the happening of any one of the following events:

(1) Issuance by any court of an order preventing or restraining the use of the Leased Premises on the Airport.

(2) The breach by Lessor of any of the covenants or agreements contained herein and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of written notice of the existence of such breach.

(3) The inability of Lessee to use said Leased Premises and facilities continuing for a longer period than thirty (30) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessor, or due to war, earthquake or other casualty.

(4) The assumption or recapture by the United States Government, or any authorized agency thereof, for the maintenance and operation of said Airport and facilities, or any substantial part(s) thereof.

B. Upon the happening of any of the four events listed in the preceding paragraph, such that Leased Premises cannot be used for its normal purposes, then Lessee may cancel this Lease Agreement as aforesaid, or may elect to continue this Lease Agreement under its terms, except however, the use of

the Leased Premises shall not be necessarily limited to its normal purposes, their use being only limited by such laws and ordinances as may be applicable at the time.

XV. MISCELLANEOUS PROVISIONS

A. **Entire Understanding.** This Lease Agreement constitutes the entire understanding between the parties as to Lessee's right to occupancy or use of the Airport premises for the aviation-related activities specified herein. Further, this Lease Agreement, as of its effective date, supersedes all prior or independent agreements or licenses between the parties covering the subject matter hereof.

B. License Binding on Successor and Assigns. All terms and conditions of this Lease Agreement shall be binding upon Lessee's legal representatives, successors or assigns. The Lessee's signatory hereby acknowledges and agrees that he/she has the power, right and authority to agree to the terms and conditions of this Lease Agreement and is not acting as an agent for the benefit of any third party.

C. Severability. If any provision of this Lease Agreement hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original document.

D. Notices. Any notice given by one party to the other in connection with this Lease Agreement shall be in writing, and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

(1) If to Lessor, addressed to:

Airport Director
Grand Prairie Municipal Airport
3116 South Great Southwest Parkway
Grand Prairie, TX 75052

(2) If to Lessee, addressed to:

Jorge Barrios-Martinez & Nataly Viveros-Alvarez
Radial Engine Restaurant, LLC
3116 South Great Southwest Parkway
Grand Prairie, TX 75052

Mailed notices shall be deemed to have been communicated to the other party as of three (3) days after mailing in accordance with this Section.

Lessee will, at all times, keep on file with Lessor current information for contacting Lessee after operation hours in case of emergency.

E. Headings. The headings used in this Lease Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

F. Governing Law. This Lease Agreement is to be construed in accordance with the laws of

the State of Texas and venue of any action brought to enforce or contest this Lease Agreement shall exclusively be in Tarrant County, Texas.

G. Attorney's Fees. Lessee and Lessor covenant and agree that in the event of any litigation arising between the parties to this Lease Agreement, each party shall be solely responsible for its attorney's fees and costs. In no event shall Lessor or Lessee be responsible for the other party's attorney's fees or costs regardless of the outcome of the litigation.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

LESSOR:
CITY OF GRAND PRAIRIE, TEXAS

LESSEE:

BY: _____
City Manager

BY: _____
Lessee

ATTEST :

ATTEST:

BY: _____
City Secretary

BY: _____
Secretary

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

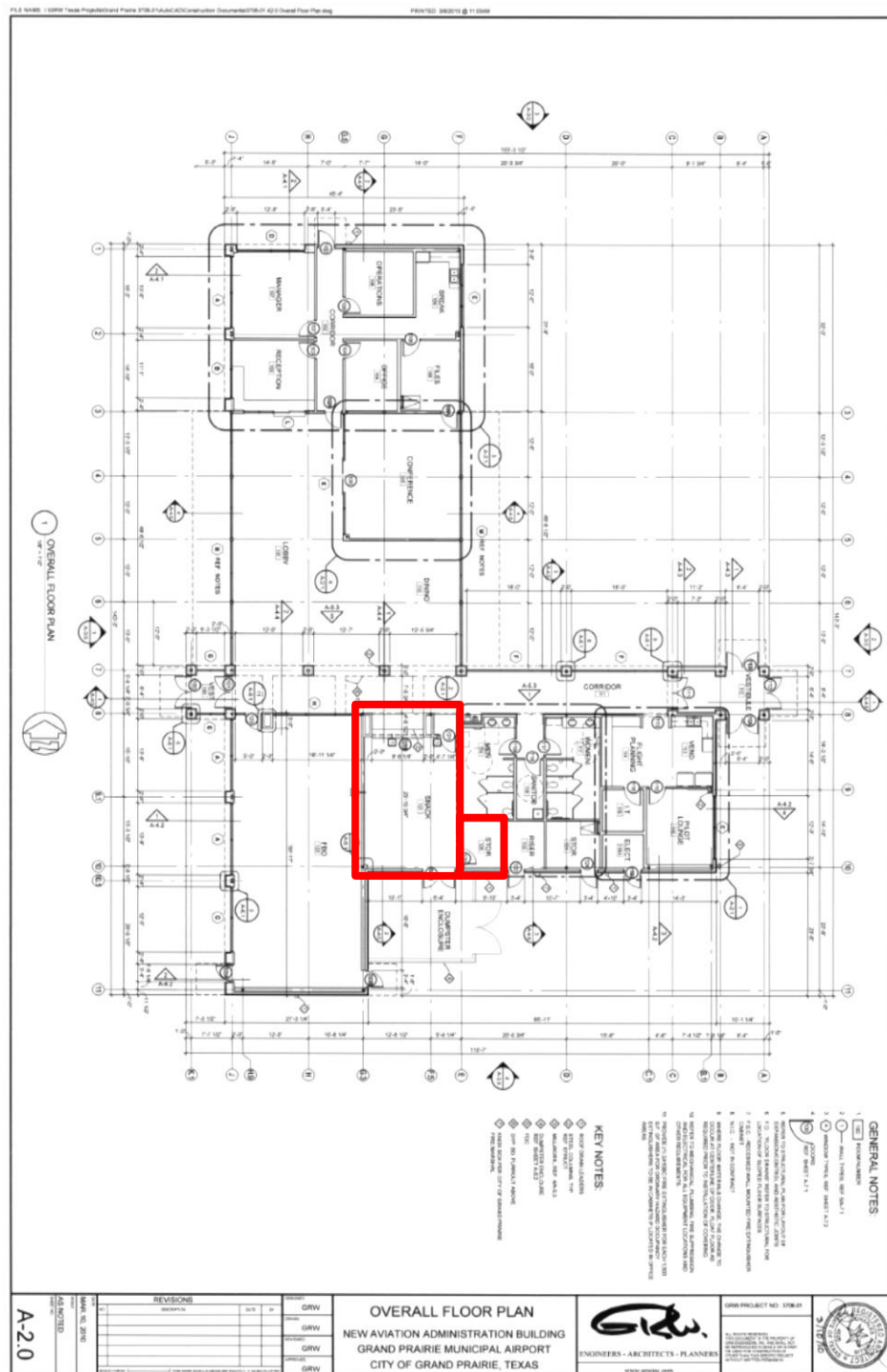


Exhibit B

Restaurant Equipment Inventory (Radial Engine Restaurant)

- 2 – Frymaster floor model fryers – Model# GF405C - Purchased from Chad
- 1 – Nemco French fry warmer bulb type Model# 6000A-2
- 1 – Turbo Air Model# TUF-28SD-D2 – 2 Drawer reach in freezer
- 1 – Turbo Air Model# TPR-67SD Pizza prep table refrigerated
- 1 – Turbo Air Model# M3F72-3 Reach-in freezer 3 door
- 1 – Turbo Air Model# M3R47-2 Reach in refrigerator 2 door
- 1 – Hoshizaki Model# F-450MAH Ice maker flake style
- 1 – Turbo Air Model# TARB-24 Counter model gas charboiler – Purchased from Chad
- 1 – Turbo Air Model# TGM-11RV Refrigerator merchandiser
- 1 - Aero Model# HSB Hand sink
- 1 – Blodgett Model# SHO-E Single convection oven electric
- 1 – Wolf Model# AGM-36 5-Burner griddle
- 1 – Tork paper towel dispenser
- 1 – Vollcraft Model# COA 7002 Convection oven 3 shelve electric – Purchased from Chad
- 1- Walk-in Cooler 8' x 12' x 7'7"
- 1- Vent-a-Hood, 13"x4', Model #L430, Captive Aire, Stainless Steel Make-Up Air-Hood