

ENHANCED USE LEASE

BETWEEN

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND

[Tenant]

FOR

Greenspace in the West Test Area at

NASA George C. Marshall Space Flight Center

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, George C. Marshall Space Flight Center ("Center"), Redstone Arsenal, AL, 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, undeveloped 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 51 acres, more or less, as further described on the Exhibit A, Legal Description/Survey Map.

1.2 Property Disposition

The Property is located within Redstone Arsenal and within the perimeter of the Center and consists of approximately 51 acres of greenspace divided into two parcels, Parcel A and Parcel B. Parcel A is approximately 41 acres and Parcel B is approximately 10 acres. 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 ten (10) years commencing on the later of the Effective Date or _____ (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 _____, 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 "Expiration 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 twelve (12) 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 twelve (12) months to commence construction before exercising its right to terminate under this Section.
- B. At the option of Tenant, the Term may be extended by up to two (2), ten (10) year optional terms, provided (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 Services Amount (defined below) and annual rate escalation related thereto. No more

than 120 days following NASA's receipt of Partner'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 Services 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

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

- A. 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. The 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, the 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 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 the 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 annual basis, and escalation set out in Exhibit B.

- A. Base Rent.
Tenant agrees to pay NASA the base rental fee ("Base Rent") of \$_____ for the first year of the Term, which Base Rent is payable on or before the Commencement Date. From and after the first year of the Lease, the annual Base Rent will increase by 3.5%, 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 \$_____.
- 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. The Support Services Amount for the first year of the Term is \$_____. From and after the first year of the Lease, the annual Support

Services Amount as shown in Exhibit B (“Schedule of Annual Lease Payments”) will increase by 3.5%. The Support Services Amount shall include the full cost to NASA in connection with this Lease. NASA reserves the right to reassess the Support Services Amount with the same frequency as Base Rent is re-appraised. Any change will be reflected in an amendment to the Lease entered into in accordance with Section 16.5. The total of Support Services payments for the original Term of the Lease is \$ _____.

- (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 as more specifically detailed in Exhibit C, Schedule of Support and Demand Services. 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.

C. Fair Market Value.

The Rent (i.e., Base Rent together with the Support Service 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 \$ _____.

3.2 Payment

Tenant shall make payments to NASA through the NASA Shared Services Center (NSSC). The NSSC strongly encourages payment by electronic transfer ((1) or (2) below); therefore, Tenant shall make payment by check only if circumstances preclude the use of electronic transfer. 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); or
- (3) A check should be payable to NASA and sent to:

NASA Shared Services Center
FMD – Accounts Receivable
For the Accounts of: George C. Marshall Space Flight Center
Building 1111, Jerry Hlass Road
Stennis Space Center, MS 39529

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 Use

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

- (i) Parcel A for facilities to support the development and testing of aerospace propulsion systems. These include administrative, integration, and warehousing operations.
- (ii) Parcel B for the laydown and storage of large articles used in the development and testing of aerospace propulsion systems;

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.

NASA may allow additional use to the extent such use is 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 use as they may arise (upon amendment such additional use shall then be considered part of the Permitted Use).

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.

B. 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.

4.2 NASA Approval of Use and Tenants

NASA shall have the right to approve, disapprove, or approve subject to conditions, at NASA's sole discretion, all use 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 D, 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.

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 D.
- 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 Use 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 in Exhibit F, Demarcation Points/Interference Points for Affected Utilities. 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).

4.6 Health and Safety Protocols

Tenant agrees to comply with the Center's policies and procedures relating to health and safety including COVID protocols and procedures. Tenant acknowledges that any persons entering upon the Property during the Term are required to comply with Executive Order 13991, Protecting the Federal Workforce and Requiring Mask-Wearing, dated January 20, 2021, to the extent that Executive Order remains in effect and as it may be revised or replaced from time to time.

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) are estimated to cost \$25,000 or more, (2) potentially impact or affect NASA infrastructure or systems outside the Property, (3) significantly change the overall functionality of the Property (to include demolition of any facility), or (4) 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 Form 1509 Template* (Exhibit E). This template is used by NASA to complete the *Facility Project-Brief Project Document (NASA Form 1509)* and *Facility Project Cost Estimate (NASA Form 1510)*. 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 MSFC 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, etc.) 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 an 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 F, Demarcation Points/Interference Points for Affected Utilities, to this Lease.

The MSFC TPOC listed in Exhibit D, Points of Contact 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 MSFC TPOC 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 code 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.
NASA has adopted the U.S. Green Building Council (USGBC) Leadership in Energy and

Environmental Design (LEED) or Green Building Institute (GBI) Green Globes as its performance measure for sustainable development. All new facility construction and major building renovation projects, regardless of who owns the facility or the source of the funding and including any Improvements as defined herein, shall obtain, at a minimum, LEED Silver certification from the USGBC or Two Green Globes from GBI.

Compliance with this policy for applicable projects is mandatory unless it has been clearly demonstrated that pursuing LEED Silver or Two Green Globes is not feasible, and a project specific waiver approving a lower certification level has been granted by NASA consistent with NASA Procedural Requirements 8820.2.

- (a) When the use of an alternate rating system has been approved by NASA for a given project, NASA Form 1509 shall identify which sustainable building rating system is being followed, what rating level is being pursued, what specific track within the applicable sustainable building rating system is being followed (e.g. Building Design and Construction, Commercial Building, etc.), and whether it is pursuing certification. NASA will review the proposed levels of certification to determine whether they meet NASA's requirements before approving NASA Form 1509. Certification of the project by the rating system organization is not mandatory but is strongly encouraged. In lieu of certification, a qualified third party under direction from Tenant may perform rating system verification checks during planning, design, construction, and operational phases to score and certify the project using the selected rating system scorecard/checklist. Tenant shall provide to NASA the credentials for the qualified third party. Tenant shall register the project with the rating system agency, and Tenant shall provide to NASA the scoring documentation demonstrating that the project meets the agreed upon rating level. Appropriate credit for Tenant's infrastructure design and site features may be counted toward each facility project's score in determining compliance with the selected rating system.
- (b) Where practical, improvements shall also comply with *Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings*. The five principles are these: (1) Employ Integrated Design Principles (including commissioning); (2) Optimize Energy Performance (including reduction of energy use by thirty (30) percent compared to the baseline building performance rating by the American Society of Heating, Refrigeration and Air-Conditioning Engineers); (3) Protect and Conserve Water; (4) Enhance Indoor Environmental Quality; and (5) Reduce Environmental Impact of Materials. Specific expectations associated with these principles are contained in the *Federal Leadership in the High Performance and Sustainable Buildings Memorandum of Understanding (2006)*, as supplemented by the latest edition of the *Interagency Sustainability Working Group's High Performance and Sustainable Building Guidance*, and the *Energy Star's Portfolio Manager's Guiding Principle Checklist*.
- (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. In order 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 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.
- (i) The design and installation of utilities systems shall be in accordance with the latest edition of the *MSFC Technical Specifications for Repairs and Construction* and with the approval of the U.S. Army Garrison – Redstone (“Garrison”).
- (viii) Reasonable grounds for NASA disapproval of proposed Improvement plans and specifications include, but are not limited to, the following:
 - (ix) Failure to comply with applicable codes, generally accepted construction standards or practices, or the requirements of this Lease.
 - (x) The proposed Improvement's undue interference with other activities at NASA.
 - (xi) Incompatibility with the NASA Master Plan.
 - (xii) 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.
 - (xiii) Legitimate security, environmental, or safety concerns, or other concerns involving legitimate U.S. Government interests.
 - (xiv) 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 the MSFC TPOC 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

6.1 Radio Transmissions

Any use of radio frequency (RF) emitting devices must be coordinated with and approved by the MSFC TPOC prior to use.

6.2 Video Monitoring and Recording

Any use of video cameras must be coordinated with and approved by the MSFC TPOC prior to use. Within the boundaries of Redstone Arsenal, 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 *Environmental Baseline Survey for Building 4666 Area*, dated January 2023, which is attached hereto as Exhibit G. 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 7.7). 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 MSFC TPOC 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 MSFC TPOC 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 MSFC TPOC 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 MSFC TPOC for submission to the regulatory agency. Tenant agrees to allow NASA the right to inspect records, reports, or operations associated with the compliance of permits covering Tenant activities. All communication and interface with regulatory agencies regarding activities conducted under a NASA-held permit must be coordinated through and performed by the MSFC TPOC. 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 MSFC TPOC.

- E. NASA may, at its discretion, issue a stop work order for a Tenant activity which NASA determines is not being carried out in accordance with a permit requirement, or which violates environmental law, including the release or substantial threat of a release of hazardous materials into the environment, or which violates NASA's occupational safety and health policies then currently in effect.
- F. Tenant shall immediately notify MSFC TPOC of any notice of violation it receives from a regulatory enforcement agency and of any situation which may arise during the ordinary course of Tenant's operations which could result in a permit non-compliance situation, or which would otherwise constitute a violation of NASA environmental compliance policy requirements.
- G. As further addressed in section 7.17 below, Tenant shall allow the MSFC TPOC full access to conduct reviews/inspections of all facilities, systems, materials, records, and wastes to monitor compliance with the environmental requirements/permits. This includes activities that may affect NASA's environmental compliance. Tenant shall provide MSFC TPOC assistance, as necessary, to conduct such inspections effectively and safely.

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).

Approximately ten (10) acres within the southern portion of Parcel A are encumbered by Munitions and Explosives of Concern (MEC) as shown in Exhibit G. A remediation action to reduce the risk of encountering MEC is currently ongoing in this area. The action is expected to be completed by 2025 and the risk will subsequently be reduced. Post-remediation ground intrusive operations are anticipated to require on call support by qualified MEC remediation technicians.

Approximately seven (7) acres within Parcel B are encumbered by MEC. Approximately four (4) of the seven (7) acres are currently undergoing a remediation action to reduce the risk of encountering MEC. This action is expected to be completed by 2028 and the risk will subsequently be reduced. Post-remediation ground intrusive operations are anticipated to require on call support by qualified MEC remediation technicians. Approximately three (3) acres of the seven (7) acres, will be restricted from ground intrusive operations due to MEC until 2029 or later. Post-remediation ground intrusive operations are anticipated to require on call support by qualified MEC remediation technicians thereafter.

MEC remediations are being performed by the Garrison. During these remediation activities, the West Test Area are required to be vacated by personnel not involved in the remediation efforts.

Groundwater under all 45 acres is controlled by the MSFC Land Use Control Interim Record of Decision. Tenant shall not undertake any activity which may encounter or impact groundwater without prior consultation with MSFC TPOC. Any Tenant activity which inadvertently encounters a groundwater source shall be immediately reported to the MSFC TPOC. Any groundwater that is pumped to the surface will be managed as hazardous waste and must be properly disposed at tenant's expense.

7.5 National Environmental Policy Act (NEPA)

- A. 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 Exhibit H, 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.
- B. Prior to commencing operations, Tenant shall complete an initial *NEPA Preliminary Evaluation Checklist* for all activities and submit it to the MSFC TPOC for evaluation. Tenant shall also complete a *NEPA Preliminary Evaluation Checklist* and submit it to the MSFC TPOC 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 or Redstone Arsenal-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 NASA in the *NEPA Preliminary Evaluation Checklist* response.

7.6 Historical and Cultural Resources

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, immediately notify the NASA EMB, 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 regarding management of historic properties at the Center.

Tenant and NASA 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 State Historic Preservation Officer (SHPO) on all activities proposed by Tenant that constitute an "undertaking" under 36 C.F.R. Part 800. Tenant shall not begin work affecting any historic property prior to completion of the requirements contained in 36 C.F.R. Part 800. All work will be conducted at Tenant's expense.

7.7 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. As required by applicable State law and Alabama Department of Environmental Management regulations, hazardous Material generated by Tenant shall be manifested, shipped, and disposed of under NASA's United States Environmental Protection Agency hazardous waste generator identification number. 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 demand services and provided under an RSAA.

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.

Waste containing PFAS contaminated material (e.g., groundwater) shall be disposed of by Tenant in accordance with Environmental Law and the NASA PFAS Investigation Derived Waste Policy, which shall be provided to Tenant by NASA upon Tenant's occupancy of the Property.

7.8 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 MSFC TPOC 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 MSFC TPOC 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. 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 MSFC TPOC 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 MSFC TPOC. If approved, Tenant shall comply with all requirements (such as recordkeeping, maintenance, testing, use limitations, permitting, etc.) levied by the MSFC TPOC in the *NEPA Preliminary Evaluation Checklist* response or RSAA at Tenant's expense.

7.9 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 911. 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 MSFC TPOC. 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 an MSFC Form 4729 Pollution Incident Reporting and Notification (PIR) Exhibit I) and submit it to the MSFC TPOC 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 MSFC TPOC.
- (iii) All spills to pervious surfaces shall be cleaned up to applicable state standards unless approved in writing by the MSFC TPOC. 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 MSFC TPOC 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.

7.10 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 Property.

7.11 Registered Petroleum Storage Tank Systems

- A. There are currently no registered petroleum storage tank systems at the Property.

7.12 Sanitary Sewer Discharges

- A. Discharge of wastewater from the Property is permitted by the owner and operator of the Wastewater Treatment System and Wastewater Treatment Plant at Redstone Arsenal, PDR Properties, Inc. (PDR). 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 wastewater is in compliance RSA's Industrial Wastewater Collection and Treatment System User Policy, a copy of which is available upon request. Tenant shall report any significant changes in wastewater composition, treatment upsets, or other conditions to the MSFC TPOC in a timely manner.
- B. Prior to discharging nondomestic wastewater into the domestic wastewater collection and transmission system (sanitary sewer system), Tenant shall obtain a written discharge authorization from NASA. Tenant shall submit discharge requests to the NASA TPOC, where they will be evaluated and processed at Tenant's expense. If approved, Tenant shall coordinate each discharge event with the MSFC TPOC; 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.
- C. Tenant shall not install any underground or permanent septic tanks.

7.13 Endangered Species Act Compliance

Section 7 of the *Endangered Species Act of 1973*, 16 U.S.C. § 1531 *et seq.*, (Endangered Species Act) requires Federal Agencies to enter into consultation with the United States Fish and Wildlife Service (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 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 Endangered Species Act. NASA will provide Tenant with any such BOs that affect the Property. Tenant shall assist NASA in any required consultation, as a result of Tenant's proposed activities/construction. Tenant is responsible for all costs associated with the consultation, which may include preparation of biological assessments, studies, permitting, mitigation, monitoring, and reporting.

7.14 Other Environmental Compliance and Permitting Matters

- A. 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.

- 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.
- C. Tree removal must be conducted from October through March to minimize impacts to wildlife. Coordination with and approval from MSFC TPOC is required before tree removal activities commence.
- D. Development on approximately 10.5 acres in the northwest corner of Parcel A has the potential to impact jurisdictional waters and must be evaluated with the U. S. Army Corps of Engineers for applicable permitting required at Tenant's expense.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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

8.1 Protective Services – Fire, Emergency Management, and Security

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

- A. Tenant shall provide immediate access to the Property by properly identified PSO and Garrison fire department 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 Center shall comply with NASA administrative regulations and all other policies and guidelines that pertain to security,

fire, and emergency management.

- C. The PSO 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 PSO and Garrison fire department personnel 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 PSO to establish a means of access to the facilities for emergencies, e.g., fires, medical responses, and security incidents. Tenant may utilize the Center locksmith services under an RSAA to acquire locks, core hardware, keys, and their installation for external doors that provide access to the Property
- E. Center PSO 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.
- F. Tenant shall allow the Center PSO to take any action necessary to protect life and 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

The 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. 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 PSO emergency management office provides 24 hours a day, seven (7) days a week support when required. Tenant shall comply with instructions provided by PSO, Garrison fire department, and Garrison law enforcement 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 MSFC Protective Services 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 Comprehensive Emergency Management Plan. Tenant will support the Center Emergency Operations Center and Incident Commander during emergencies impacting the Property and Tenant operations, including any

significant event at the Property.

8.4 Security

- A. The PSO 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 MSFC Protective Services Officer. 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 PSL within Center property lines shall, without delay, report all acts of workplace violence to the PSO; this includes any employee who exhibits behaviors of concern. Tenant will promptly notify the PSO when an employee is terminated for any issue relating to workplace violence. The PSO will support upon request any assistance with any terminations, to include escorting employees from NASA. Tenant personnel are encouraged to participate in various PSO 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 comply with the requirements of Homeland Security Presidential Directive (HSPD) 12 and NASA administrative procedures for access to NASA secure perimeter access. Tenant shall participate in the current NASA Identity and Access Management system, badging process, and automated access control.

8.5 Law Enforcement

The PSO provides law enforcement services for the Center in coordination with the Garrison.

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 five million dollars (\$5,000,000) 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
George C. Marshall Space Flight Center
4250 Morris Road
Marshall Space Flight Center, AL 35812

- 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 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 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 Section 11.5, Mortgage, 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 sixty (60) days after written notice from NASA that such consideration 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.

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

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.

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. NASA may also unilaterally terminate this Lease upon a written determination by the NASA Administrator in his or her sole and reasonable discretion that Tenant's activities authorized hereunder have a material and substantial negative effect on the national space program, national defense, or public welfare. For the purposes of this paragraph, "material and substantial negative effect" means a direct conflict between national space or defense program missions and continuance of Tenant's activities under this Lease, or Tenant's activities under this Lease hereunder constitute an imminent risk to the public's health and safety.
- C. 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.
- D. 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 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 D, 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 of the provisions 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

Tenant:
[NAME OF TENANT]

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

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

Date: _____

Date: _____

EXHIBIT A
Legal Description/Survey Map

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

Note that the Legal Description/Survey Map divides the Property into five parcels. Parcel A as shown in the Announcement for Proposal (AFP) and the Model Enhanced Use Lease (Model EUL) is shown as Parcels A & B in the Legal Description/Survey Map. Parcel B in the AFP and Model EUL is shown as Parcels C, D, & E in the Legal Description/Survey Map.

EXHIBIT B
Schedule of Annual Lease Payments

<u>Year</u>	<u>Base Rent</u>	<u>Support Services Amount</u>	<u>Fair Market Value</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Year 4	\$ _____	\$ _____	\$ _____
Year 5	\$ _____	\$ _____	\$ _____

EXHIBIT C

Schedule of Support & Demand Services

SUPPORT SERVICES		
Cost Category	Service Type	Description of Service
Center infrastructure operations and maintenance	Support	Operations and maintenance of infrastructure required to support MSFC. The infrastructure includes government-owned facilities, roads, common grounds, communications, and utility systems.
Environmental Services	Support	Environmental services to ensure compliance with federal, state, and local environmental laws and regulations including life safety and fire protection.
Safety Support Services	Support	
Fire protection	Support	Fire protection is provided by the U.S. Army Garrison - Redstone and includes response actions and periodic inspections to ensure compliance with fire protection codes. See Article 8.1.
Protective services	Support	Protective and law enforcement services include responses to 911 calls, security checks/patrols, and criminal investigations. See Article 8.1(C).
Emergency medical response	Support	Emergency medical response is provided by the Huntsville Emergency Medical Services, Inc. See Article 8.1.
Communications	Support	Communication services are limited to connectivity for NASA's Early Warning System, fire protection systems, and security systems. Tenant is responsible for telecommunications and private network services.
Mail services	Support	Mail services include receipt of mail including registered and certified mail. Tenant is responsible for pickup of mail and packages at Bldg. 4361.

The following demand services shall be provided by NASA under a separate RSAA and not under this Lease.

DEMAND SERVICES		
Cost Category	Service Type	Description of Service
Environmental Services	Support	Environmental services to ensure compliance with federal, state, and local environmental laws and regulations.
Safety Support Services	Support	Safety support services to ensure compliance with federal, state, and local safety laws and regulations.
Fire protection	Support	Fire protection is provided by the U.S. Army Garrison - Redstone and includes response actions and periodic inspections to ensure compliance with fire protection codes. See Article 8.1.
Protective services	Support	Protective and law enforcement services include responses to 911 calls, security checks/patrols, and criminal investigations. See Article 8.1(C).
Emergency medical response	Support	Emergency medical response is provided by the Huntsville Emergency Medical Services, Inc. See Article 8.1.
Communications	Support	Communication services are limited to connectivity for NASA's Early Warning System, fire protection systems, and security systems. Tenant is responsible for telecommunications and private network services.
Mail services	Support	Mail services include receipt of mail including registered and certified mail. Tenant is responsible for pickup of mail and packages at Bldg. 4361.
Refuse removal	Demand	Refuse removal services includes daily trash removal in restrooms and common areas, weekly trash removal in offices, and weekly removal of single-stream recycling.
Construction & demolition landfill	Demand	Redstone Arsenal operates a landfill which accepts material waste from construction and demolition projects.
Fire alarm system - maintenance & testing	Demand	Maintenance of the fire alarm system is based on MSFC's standard level of service that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned downtime. See Articles 4.5, 8.1 and 8.2.
Intrusion detection system - maintenance & testing	Demand	Maintenance of the intrusion detection system is based on MSFC's standard level of service that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned downtime. See Articles 4.5 and 8.1(E).
Utility outages and emergency repairs	Demand	Operations and maintenance services to provide support during requested utility outages and emergency repairs of building systems.
Facility Preparation	Demand	Minor construction to prep the Property for use by the Tenant. Includes costs to relocate Center personnel and equipment, construct walls to segregate south wing from remainder of facility, remove communications equipment, and reconfigure access controls. This is a one time cost. See RSAA Annex 1.
Property Appraisal	Demand	Certified appraisal to determine the FMV of the Property. An initial appraisal was completed prior to the leasing action and the property will be reappraised every five years from the commencement date. See RSAA Annex 1.
Fire protection - consumables expended	Demand	This service includes all consumables expended by the U.S. Army Garrison - Redstone during a fire protection response action. See Article 8.1(C). Available through an annex to the RSAA.

Protective services for special events	Demand	Protective services for special events are provided by the MSFC Protective Services Office and include security escorts of hazardous or wide loads, crowd control for larger gatherings, and other requests not included as part of the standard level of service. See Article 8.4(A). Available through an annex to the RSAA.
Intrusion detection system - respond to alarm activation	Demand	This service includes all consumables expended by protective and law enforcement personnel in response to alarm activations. See Article 8.1(C). Available through an annex to the RSAA.
Hazardous response action - cleanup & disposal	Demand	Hazardous response actions provided by NASA and include cleanup and disposal of spills and unpermitted releases, discharges, or emissions of hazardous materials. See Article 7.10. Available through an annex to the RSAA.
Facilities engineering review	Demand	Services for the review of facility related repairs or improvements. See Article 5.2. Available through an annex to the RSAA.
Facilities engineering design	Demand	Services for the design of facility related repairs or improvements. See Article 5.2. Available through an annex to the RSAA.
Minor construction	Demand	Services for the construction of facility related improvements. See Article 5.2. Available through an annex to the RSAA.
Construction inspections	Demand	Services for the construction inspection of facility related repairs or improvements. See Articles 5.2 and 5.4. Available through an annex to the RSAA.
Security badges	Demand	Security badges are provided by the MSFC Protective Services Office. See RSAA Annex 1.
Modifications of permits, discharges, disposal and emissions related to customer operations	Demand	Services performed by the MSFC Environmental Office. See Article 7.3. Available through an annex to the RSAA.
Environmental penalties, fines and/or fees incurred as a result of customer operations/ activities	Demand	As levied by the regulating authority. See Article 7.3. Available through an annex to the RSAA.
Identifiable administrative costs incurred by MSFC in connection with environmental penalty, fine and/or fee, notice of violation, consent order, or similar administrative proceeding	Demand	Services performed by the MSFC Environmental Office. See Article 7.3. Available through an annex to the RSAA.

Preparation of National Environmental Policy Act compliance documents	Demand	Services performed by the MSFC Environmental Office. See Article 7.6. Available through an annex to the RSAA.
Hazardous waste collection, transportation, storage, and disposal	Demand	Services performed by the MSFC Environmental Office. See Article 7.8. Available through an annex to the RSAA.
Hazardous waste containers	Demand	Containers provided by the MSFC Environmental Office. See Article 7.8. Available through an annex to the RSAA.
Locksmith	Demand	Services for locksmith services including locks, core hardware, keys, and their installation. See Article 8.1(D). Available through an annex to the RSAA.
Electricity	Demand	Electrical services and rates are provided by the U.S. Army Garrison. Tenant installed meters will be used to measure consumption. See RSAA Annex 1.
Domestic water	Demand	Domestic water services and rates are provided by the U.S. Army Garrison. Tenant installed meters will be used to measure consumption. See RSAA Annex 1.
Industrial water	Demand	Industrial water services and rates are provided by the U.S. Army Garrison. Tenant installed meters will be used to measure consumption. See RSAA Annex 1.
Sewerage	Demand	Sewerage services and rates are provided by the U.S. Army Garrison. Tenant's share of the service will be calculated as the metered domestic water usage plus 20% of the metered industrial water usage. See RSAA Annex 1.

EXHIBIT D

Points of Contact

The following personnel are designated as the principal Points of Contact between NASA and Tenant in the performance of this Lease.

Cari Smith
NASA Real Property Accountable Officer
Marshall Space Flight Center
cari.e.smith@nasa.gov
256-544-4097

Will Landers
MSFC Technical Point of Contact
Marshall Space Flight Center
william.landiers@nasa.gov
256-544-1488

Jeff Branting
MSFC Protective Services Officer
Marshall Space Flight Center
jeffrey.g.branting@nasa.gov
256-544-6170

EXHIBIT E

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. Identify which sustainable building rating system is proposed to be followed (LEED, Green Building Initiatives, or Local Green Building Coalition), what level of certification is proposed to be pursued, and what specific track within the applicable sustainable building rating system is proposed to be followed (e.g. Building Design and Construction, Commercial Building, etc.).

Justification:

Technical Point of Contact:

Schedule Dates:

Design Phase

Construction Phase

Summary of Estimated Costs:

Design:

Construction:

Demolition:

EXHIBIT F

Demarcation Points/Interference Points for Affected Utilities

NASA is responsible for the operation and maintenance of utilities exterior to the Property and within the Property up to the demarcation points shown below with the exception of Tenant installed communications on the NASA side of the demarcation points. Tenant is responsible for extending utilities from the NASA designated connection point to the point of use. NASA will determine utilities connection points based on consumption data provided by the Tenant.

Service	Responsible Party	Demarcation Point	Comments
Electrical Utilities	Tenant	High side of service transformer	
Potable & Industrial Water Utilities	Tenant	Downstream side of meter	
Gaseous Utilities	Tenant	Downstream side of meter	
Sanitary Sewer Utilities	Tenant	Imaginary five-foot line exterior to Tenant facilities	
Telephone	Tenant	Initial termination of voice cabling in Tenant facilities	
Local Area Network to support NASA services	NASA	N/A	For Emergency Warning System and utility meters
Circuit/s to External Leased Carrier and/or other Center Building with Tenant Services	Tenant (Leased Circuit from Circuit Provider)	Communications Room Fiber Terminal Box	NASA will identify and label circuits for use

EXHIBIT G

Entrance Environmental Baseline Survey

Due to the file size being large, this exhibit is being provided as a separate document. Note that Unexploded Ordnance (UXO) and Chemical Warfare Material (CWM) in this document are considered Munitions and Explosives of Concern (MEC)

EXHIBIT H

NEPA Documentation Associated with the Permitted Use

NASA
George C. Marshall Space Flight Center
RECORD OF ENVIRONMENTAL CONSIDERATION

Project: West Test Area Land EUL

Description and Location of Proposed Action: Project will lease approximately 51 acres of green space located in and adjacent to MSFC's West Test Area. The property is suitable for facilities to support the development of testing of aerospace propulsion systems.

A. Anticipated Date and/or Duration of the Proposed Action: Begins in FY23 with a Notice of Availability. Future development is TBD.

B. It has been determined that the above action:

a. ☐ Is adequately covered in and existing ☐ EA, ☐ EIS, entitled _____ and dated _____.

b. ☒ Qualifies for Categorical Exclusion as described by NPR 8580.1, page 11, Section 2.2 and NASA NEPA regulations 14 CFR 1216.305(d), and has no special circumstances which would suggest a need for an Environmental Assessment.

4-ii : Granting or acceptance of easements, leases, licenses, rights-of-entry, and permits to use NASA-controlled property or any other real property for activities which, if conducted by NASA, would be categorically excluded in accordance with this section.

c. ☐ Is exempt from NEPA requirements under the provisions of (cite superseding law): _____.

d. ☒ Has no significant environmental impact as indicated by the results of an Environmental Analysis Check Sheet and/or a detailed Environmental Analysis (attach check sheet and/or Environmental Analysis as applicable).

e. ☐ Will require an Environmental Assessment or Environmental Impact Statement.

f. ☐ Will include mitigation as described below:

- i. Wastewater will be treated or disposed of as HW disposal
- ii. Demolition waste will be recycled or sent to Redstone landfill
- iii. Building including the slab will be removed enabling CERCLA cleanup of groundwater

Other Environmental Consideration (i.e. permits, hazardous material handling):
Environmental requirements are described in the EUL Agreement, Article 7 -
Environmental Condition, Management and Compliance.

Additional considerations:

- Land uses are limited to administrative, integration/assembly, and hardstands. No manufacturing or production allowed.
- Footprint of the facilities to be constructed and the workforce allowed will be limited.
- Recommend that any tree removal be conducted from October to March to minimize impacts to wildlife.
- Any abandoned pole mounted PCB transformers must be properly managed and disposed of in coordination with EEOH.
- Development with the potential to impact wetlands will be avoided or must be coordinated with EEOH and all applicable permits obtained at developer's expense.
- All proposed development is subject to additional NEPA evaluation. Environmental Assessment or Environmental Impact Statement will be funded at developer's expense.
- Leased areas that overlap with US Army Garrison CERCLA sites must be cleared by the Army and MSFC's Site Access Control program prior to use.
- Comply with MSFC Groundwater Interim Record of Decision and avoid construction practices that would impact or encounter groundwater.


Signed: **ELBERT DAVIS** Digitally signed by ELBERT DAVIS
Date: 2023.01.06 15:39:15 -06'00' Date: _____
Manager, Environmental Engineering and Occupational Health (EEOH) Office

EEOH Form-002 (March 2022)

Previous Versions Obsolete

EXHIBIT I

MSFC Form 4729 Pollution Incident Reporting and Notification

MSFC POLLUTION INCIDENT REPORTING AND NOTIFICATION		National Aeronautics and Space Administration		
DATE:		TIME:		REPORTED OR FOUND BY :
ORGANIZATION/COMPANY NAME:		TELEPHONE:		
SUBSTANCE/MATERIAL INVOLVED:		AMOUNT RELEASED (Estimated):		
LOCATION OF INCIDENT (Include facility building number and GPS coordinates):				
ENVIRONMENTAL IMPACT (Check all that apply; if other, please explain):				
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> STORMWATER DITCH</div> <div style="width: 33%;"><input type="checkbox"/> PAVED AREA</div> <div style="width: 33%;"><input type="checkbox"/> AIR EMISSION</div> <div style="width: 33%;"><input type="checkbox"/> STORMWATER SEWER</div> <div style="width: 33%;"><input type="checkbox"/> GRASS/SOIL</div> <div style="width: 33%;"><input type="checkbox"/> DIRECT DISCHARGE TO SURFACE WATER BODY</div> <div style="width: 33%;"><input type="checkbox"/> DOMESTIC SEWER</div> <div style="width: 33%;"><input type="checkbox"/> SECONDARY CONTAINMENT</div> <div style="width: 33%;"><input type="checkbox"/> ABANDONED WASTE/MATERIALS</div> <div style="width: 33%;"><input type="checkbox"/> OTHER (Explain below):</div> </div>				
DESCRIPTION OF INCIDENT (Explain):				
CAUSE OF INCIDENT, IF KNOWN (Check all that apply and provide details below):				
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> EQUIPMENT FAILURE</div> <div style="width: 33%;"><input type="checkbox"/> OPERATOR ERROR</div> <div style="width: 33%;"><input type="checkbox"/> TRANSPORTATION ACCIDENT</div> <div style="width: 33%;"><input type="checkbox"/> OTHER (Explain below):</div> <div style="width: 33%;"><input type="checkbox"/> UNKNOWN</div> <div style="width: 33%;"><input type="checkbox"/> FOUND ON STATION</div> </div>				
ACTION TAKEN TO CONTAIN INCIDENT AND CLEAN-UP (Explain):				
NOTIFICATIONS MADE:				
CALL: <input type="checkbox"/> 911 <input type="checkbox"/> NASA ENVIRONMENTAL SUPPORT (256-544-9578) <input type="checkbox"/> OTHER (Explain below):				
WAS THE SPILL CLEANED-UP OR CONTAINED WITHIN 24 HOURS?		CLEANED-UP BY:		
<input type="checkbox"/> YES <input type="checkbox"/> NO				
DO NOT WRITE BELOW THIS LINE — NASA ENVIRONMENTAL OFFICE USE ONLY				
MATERIAL IDENTIFIED AS:		<input type="checkbox"/> UNABLE TO IDENTIFY		
CLEANED-UP BY:		<input type="checkbox"/> NO CLEAN-UP REQUIRED <input type="checkbox"/> CLEAN-UP REQUIRED		
FOLLOW-UP ASSIGNED TO:		<input type="checkbox"/> NO FOLLOW-UP REQUIRED		
NOTIFICATIONS: <input type="checkbox"/> ADEM <input type="checkbox"/> EPA REGION IV <input type="checkbox"/> AEMA <input type="checkbox"/> NRC <input type="checkbox"/> NASA HQ				
COMMENTS/FOLLOW-UP:				
CLOSED <input type="checkbox"/>	INCIDENT REVIEWED BY (Name/Organization):		SIGNATURE:	DATE: