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FACSIMILE TRANSMISSION

Date: June 30, 1999

Client/Matter #67318/48276

To: Ken Dippel Cowles & Thompson
Fax: (214) 672-2020
To:
Fax:
Tel:
To:
Fax:
Tel:

From: George E. Bowles Tel: (214) 740-8498 Fax: (214) 740-8800
Re: Ramey, et al v. H. B. Zachry Company
We are sending <u>11</u> pages, including this cover sheet.
If you do not receive all the pages, please call _____ at _____ as soon as possible.

Notes:

Client Schumaker
214-740-8587

67318:48276:DALLAS:446969.1

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BURLESON, PATE & GIBSON, L.L.P.

ATTORNEYS AND COUNSELORS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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1932-1996

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June 29, 1999

VIA CMRR Z 215 270 121

George E. Bowles
Locke, Liddell & Sapp, L.L.P.
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

Re: *Ramey et al v. H.B. Zachry Company*
Cause No. cc 99-01474-cc

Dear Mr. Bowles:

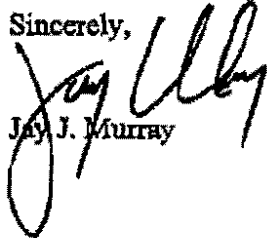
Enclosed please find the following documents:

1. Plaintiff Marsha Ramey's Notice For Non-Party Production of Documents.

In accordance with the Texas Rules of Civil Procedure, the original documents will be kept in our possession. By copy of this letter, the court clerk is being notified of service of these documents.

If you have any questions, or if we can be of further assistance, please feel free to contact our office. Thank you for your cooperation.

Sincerely,


Jay J. Murray

JJM/ma
Enclosure

cc:

Ms. Laura Nutting
Court Clerk, County Court at Law No. 5
Records Building
500 Main Street, 4th Floor
Dallas, Texas 75202

Mike Parham
Sommerman, Parham & Mitchell, L.L.P.
3232 McKinney Ave.
Suite 1160
Dallas, Texas 75204-2407

VIA CMRR Z 215 270 122
Doug Fletcher
Fletcher & Springer
9400 N. Central Expressway, Suite 1400
Dallas, Texas 75231

CAUSE NO. 99-01474-cc

MARSHA RAMEY INDIVIDUALLY AND	§	IN THE COUNTY COURT
AS REPRESENTATIVE AND HEIR TO	§	
THE ESTATE OF JAMES RAY RAMEY AND	§	
DOUG RAMEY INDIVIDUALLY AND AS	§	
REPRESENTATIVE AND HEIR TO THE	§	
ESTATE OF JAMES RAY RAMEY	§	
	§	
Plaintiffs,	§	
	§	
vs.	§	AT LAW NO. 5 OF
	§	
H.B. ZACHRY COMPANY	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS.

PLAINTIFF MARSHA RAMEY'S NOTICE FOR NON-PARTY PRODUCTION OF DOCUMENTS

To: Town of Addison, Inc. by and through its attorney, George E. Bowles, Locke, Liddell & Sapp, L.L.P. 2200 Ross Avenue, Suite 2200, Dallas, Texas 75201

I.

Pursuant to Tex. R. Civ. P. 205.3, notice is hereby given that, no sooner than ten days after service of this notice, you will be served with a subpoena requiring you to produce on July 12, 1999, at 9:00 a.m. in the office of Burleson, Pate & Gibson, L.L.P., 2414 N. Akard, Suite 700, Dallas, Texas 75201, the documents and materials described below.

II.

In connection with the requests below, the following definitions shall apply:

Whenever the word "Zachry" is used in these Requests For Production, means H.B. Zachry Company, it also means, and any divisions or departments or controlled subsidiaries and

their officers, agents, representatives, employees or investigators of any of its insurers.

Whenever the word "incident" and/or "date of incident" is used in these Requests for Production, it refers to the incident which occurred on or about December 18, 1998, when James Ramey was electrocuted and which incident is made the subject matter of this lawsuit.

Whenever the word "premises" is used in these Requests for Production, it means at or in the area of the Addison Airport Tunnel.

Whenever the word "job in question" and/or "construction site" and/or "job site" is used in these Requests for Production, it means the Addison Airport Tunnel project.

Whenever the term "insulate" or "move" or "relocate" with respect to the accident power lines, means covering the power lines with dielectric material.

Whenever the term "accident power lines" and/or "subject electrical power lines" is used in these Requests For Production, it means the power lines above the concrete pads where James Ramey was working.

Whenever the term "decedent" is used in these Requests For Production, it means James Ramey

Whenever the term "concrete pads" is used in these Requests for Production, it refers to the concrete pads where James Ramey was electrocuted and which incident is made the subject matter of this lawsuit.

III.

The items to be produced are:

1. A copy of any and all plans, graphs, memoranda, blueprints or other documents or

recorded data of any kind which memorialize or otherwise describe any safety measures in place on the premises as of the date of this incident.

2. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Zachry and you regarding performing work on the premises in question during the job in question.
3. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Brown & Root Inc. and you regarding performing work on the premises in question during the job in question.
4. Copies of any and all documents or other recorded data describing any agreements and/or contracts between North Texas Tollway Authority and you regarding performing work on the premises in question during the job in question.
5. Copies of any and all documents or other recorded data describing any agreements and/or contracts between HDR Engineering, Inc. and you regarding performing work on the premises in question during the job in question.
6. Copies of any and all documents or other recorded data describing any agreements and/or contracts between HDR Inc., and you regarding performing work on the premises in question during the job in question.
7. Copies of any and all documents or other recorded data describing any agreements and/or contracts between North Texas Tollway Authority and you regarding performing work on the premises in question during the job in question.
8. Copies of any and all documents or other recorded data describing any agreements

- and/or contracts between Lachel & Associates and you regarding performing work on the premises in question during the job in question.
9. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Zachry/Monterey, J.V. and you regarding performing work on the premises in question during the job in question.
 10. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Ginn Corp. and you regarding performing work on the premises in question during the job in question.
 11. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Addison Airport of Texas and you regarding performing work on the premises in question during the job in question.
 12. A copy of all video statements taken of witnesses in this case.
 13. Original plans and/or specifications of the construction site and the subject electrical power line involved herein.
 14. All industry or company policies and standards which you relied upon, referred to, or complied with, in connection with the placement, installation and maintenance of said concrete pads.
 15. All pole line drawings, blueprints, maps, plans and diagrams of the accident power lines from their original source to their terminus.
 16. Any and all written documents or other recorded data of any kind describing or otherwise memorializing any insurance business may be liable to satisfy part or all

of a judgment which may be rendered in this case, or to indemnify or reimburse for payments made to satisfy any judgment. This request includes, but is not limited to, any liability insurance policy, including primary, excess and umbrella policies and any policies of reinsurance.

17. Any and all written documents or other recorded data of any kind describing or otherwise memorializing safety procedures and regulations, if any, promulgated by you with regard to the premises. This includes, but is not limited to, safety manuals, safety handbooks, safety rules, safety policies and procedures, comments, complaints, evaluations and any drafts or revisions of such safety documents.
18. Any and all written documents of any kind describing or otherwise memorializing any policy and procedure of your company or any other company doing work on the premises in question in effect on the day of the incident regarding the appropriate use of flagmen.
19. All policy or procedures regarding operating a mobile crane within ten (10) feet of a power line for your company or any other company working on the premises in question that were in effect in the last five (5) years.
20. Any and all written documents or other recorded data of any kind describing or otherwise memorializing any contractual or other relationship between you and any person responsible for providing safety on the premises on the date of incident.
21. Any and all written documents or other recorded data of any kind describing or otherwise memorializing the identity of all employees on duty at the time of this

incident.

22. Any and all written documents or other recorded data of any kind describing or otherwise memorializing the physical layout of the area of the premises in question. This includes, but is not limited to, drawings, blueprints, floor plans and/or other pictorial renderings of the premises.
23. Any and all written documents or other recorded data of any kind describing or otherwise memorializing the placement of the crane in the area at the time of the incident in question.
24. All inspection reports created by you or any governmental agency for the work being performed on the premises in question for the six (6) months preceding and three (3) months following the incident in question.
25. Any policy and/or procedure regarding the operation and/or of use of a crane within ten (10) feet of a high power line, that the you have used in the past ten (10) years.
26. For all safety meetings held for a period of five (5) years prior to the accident and continuing to present which discussed electrical power line safety, please provide the agenda for each such meeting, the attendees sign in sheet and any documents, memorandum or letter was prepared concerning said meeting. If any minutes, memoranda or other documents concerning any meeting were destroyed, kindly state the date of such destruction, the person ordering such destruction and the reason for such destruction.

- 27. All progress reports of job site in question.
- 28. All instruction manuals, policy and procedure manuals, safety handbooks, safety policy and procedures and/or guidelines, given by you to Zachry.
- 29. The documents reflecting the subject matter of all safety meetings conducted by you on the job site in question within the past two (2) years.

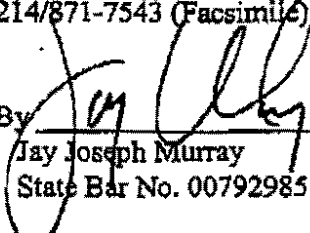
30. All contracts between you and any other entity regarding the Addison Airport Tunnel. TTA ?

31. All contracts relating all transfers of land between you and Addison Airport of Texas, with respect to the premises. John Hill

32. All indemnification agreements between you and Addison Airport of Texas.

Respectfully submitted,

BURLESON, PATE & GIBSON, L.L.P.
2414 N. Akard, Suite 700
Dallas, Texas 75201
214/871-4900 (Telephone)
214/871-7543 (Facsimile)

By 
Jay Joseph Murray
State Bar No. 00792985

ATTORNEYS FOR THE
PLAINTIFF MARSHA RAMEY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has this date been sent to all attorneys of record in the above-styled and numbered matter, said service being effected in the following manner:

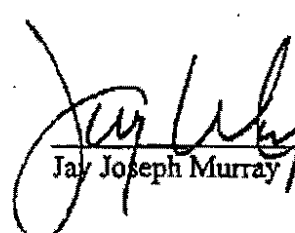
Certified Mail/Return Receipt Requested

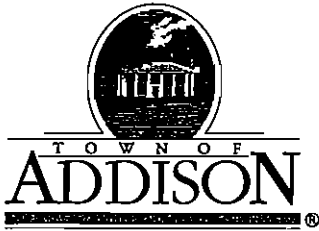
Hand Delivery

Telecopy

Regular Mail

DATED: 6/29/99


Jay Joseph Murray



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

July 20, 1999

Mr. J. Clint Schumacher
Locke Liddell & Sapp LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201-6776

Re: Ramey v. Zachry

Dear Mr. Schumacher:

Please find attached the following documents related to the construction of the Addison Airport Toll Tunnel:

Planning and Progress Review Meeting Agendas May 2, 1997 through July 14, 1999.

Addison Police Report dated December 18, 1998

Texas Municipal League Intergovernmental Risk Pool Declaration of Coverage

Assignment of Landlord's Interest in Lease Agreements.

Agreement between Addison Airport of Texas, Inc. and the Town of Addison.

Extension of Term of Agreement of Amendment to the Agreement for the Operation of Addison Airport Between the City of Addison, Texas, and Addison Airport, Inc.

Agreement of Amendment to the Agreement for the Operation of Addison Airport Between the City of Addison, Texas, and Addison Airport, Inc.

First Amendment to the Agreement for Operation of the Addison Airport.

Agreement of Specification and Amendment to the "Agreement for Operation of the Addison Airport Between the City of Addison, Texas, and Addison Airport, Inc."

Assignment of Landlord's Interest in Lease Agreement

Agreement for Operation of the Addison Airport Between the City of Addison, Texas, and Addison Airport, Inc.

Grading, Drainage and Paving Plans Section X III Volume I Addison Airport Tunnel

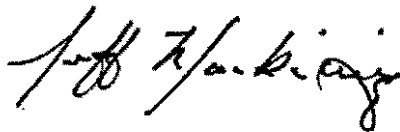
Interlocal Agreement By and Between The Town of Addison and Texas Turnpike Authority (Dallas North Tollway and Addison Airport Toll Tunnel).

Settlement and Amendment to Lease Agreement By and Between The Town of Addison, Texas, Addison Airport of Texas, Inc. and H & S Ventures (Addison Airport Toll Tunnel)

Addison Fire Department Report dated December 18, 1998.

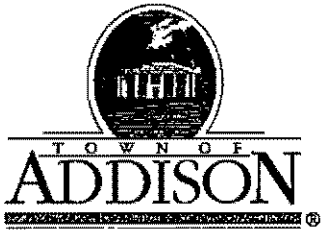
Please call me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Markiewicz". The signature is written in a cursive style with a large, sweeping initial "J".

Jeff Markiewicz
Project Manager

cc: Ken Dippel without attachments



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

July 15, 1999

Mr. Ken Dippel
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75201

Re: Response to Request of Production of Documents

Dear Ken:

Please find attached our responses to the referenced subject. If you have any questions or need additional information, please call me.

Sincerely,

Jeff Markiewicz
Project Manager

Attachments

- 1. A copy of any and all plans, graphs, memoranda, blueprints or other documents or recorded data of any kind which memorialize or otherwise describe any safety measures in place on the premises as of the date of this incident.**

This does not apply to the Town of Addison. Responsibility of NTTA's construction manager, Brown and Root.

- 2. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Zachry and you regarding performing work on the premises in question during the job in question.**

The Town of Addison had 3 contracts with Zachry during the time of the tunnel project for completely unrelated work.

- ❖ Pavement repair of Keller Springs at Dallas Parkway.
- ❖ Construction of West Taxiway at Addison Airport.
- ❖ Asphalt overlay of Jimmy Doolittle Road.

Since projects are not related to referenced incident. Copies of agreements are not attached.

- 3. Copies of any and all documents or other recorded data describing any agreements and/or contracts between Brown & Root Inc. and you regarding performing work on the premises in question during the job in question.**

No agreements or contracts were made with Brown and Root and the Town of Addison.

- 4. Copies of any and all documents or other recorded data describing any agreements and/or contracts between North Texas Tollway Authority and you regarding performing work on the premises in question during the job in question.**

See Attachment A - Interlocal Agreement By and Between the Town of Addison and Texas Turnpike Authority.

5. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between HDR Engineering, Inc. and you regarding performing work on the premises in question during the job in question.**

No agreements or contracts were made with HDR Engineering and the Town of Addison.

6. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between HDR Inc., and you regarding performing work on the premises in question during the job in question.**

No agreements or contracts were made with HDR Inc. and the Town of Addison.

7. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between North Texas Tollway Authority and you regarding performing work on the premises in question during the job in question.**

See Attachment A - Interlocal Agreement By and Between the Town of Addison and Texas Turnpike Authority.

8. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between Lachel & Associates and you regarding performing work on the premises in question during the job in question.**

No agreements or contracts were made with Lachel & Associates and the Town of Addison.

9. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between Zachry/Monterey, J.V. and you regarding performing work on the premises in question during the job in question.**

No agreements or contracts were made with Zachry/Monterey, J.V. and the Town of Addison.

10. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between Ginn Corp. and you regarding performing work on the premises in question during the job in question.**

No agreements or contracts were made with Ginn Corporation and the Town of Addison.

11. **Copies of any and all documents or other recorded data describing any agreements and/or contracts between Addison Airport of Texas, Inc. and you regarding performing work on the premises in question during the job in question.**

See Attachment B - Settlement and Agreement to Lease Agreement By and Between the Town of Addison, Texas, Addison Airport of Texas Inc. and H & S Ventures.

12. **A copy of all video statements taken of witnesses in this case.**

See Attachment C for Police Department information related to the referenced incident.
See Attachment D for Fire Department information related to the referenced incident.

13. **Original plans and/or specifications of the construction site and the subject electrical power line involved herein.**

The Town of Addison does not have this information other than a copy of the construction plans and specifications issued by NTTA.

14. **All industry or company policies and standards which you relied upon, referred to, or complied with, in connection with the placement, installation and maintenance of said concrete pads.**

The Town of Addison had no input or comment to the location, design or construction of the referenced concrete pads.

- 15. All pole line drawings, blueprints, maps, plans and diagrams of the accident power lines from their original source to their terminus.**

The Town of Addison does not have any information related to the location, design or construction of the referenced power lines.

- 16. Any and all written documents or other recorded data of any kind describing or otherwise memorializing any insurance business may be liable to satisfy part or all of a judgement which may be rendered in this case, or to indemnify or reimburse for payments made to satisfy any judgement. This request includes, but is not limited to, any liability insurance policy, including primary, excess and umbrella policies and any policies of reinsurance.**

See Attachment E - Town of Addison Liability Insurance Policy.

- 17. Any and all written documents or other recorded data of any kind describing or otherwise memorializing safety procedures and regulations, if any, promulgated by you with regard to the premises. This includes, but is not limited to, safety manuals, safety handbooks, safety rules, safety policies and procedures, comments, complaints, evaluations and any drafts or revisions of such safety documents.**

See Attachment F - Tunnel Safety Procedures (Draft copy). This document was created by Zachry and submitted to the Town of Addison Fire Department.

- 18. Any and all written documents of any kind describing or otherwise memorializing any policy and procedure of your company or any other company doing work on the premises in question in effect on the day of the incident regarding the appropriate use of flagmen.**

The Town of Addison was not responsible to establish and mandate policies related to the appropriate use of a flagman at the referenced incident.

19. **All policy or procedures regarding operating a mobile crane within ten (10) feet of a power line for your company or any other company working on the premises in question that were in effect in the last five (5) years.**

The Town of Addison does not regulate policies and/or procedures regarding the operation of a mobile crane within 10 feet of a power line.

20. **Any and all written documents or other recorded data of any kind describing or otherwise memorializing any contractual or other relationship between you and any person responsible for providing safety on the premises on the date of incident.**

The Town of Addison did not have a contract or relationship with the person responsible for providing safety on the premises.

21. **Any and all written documents or other recorded data of any kind describing or otherwise memorializing the identity of all employees on duty at the time of this incident.**

The Town of Addison was not responsible and did not record the identity of any employees on duty at any time.

22. **Any and all written documents or other recorded data of any kind describing or otherwise memorializing the physical layout of the area of the premises in question. This includes, but is not limited to, drawings, blueprints, floor plans and/or other pictorial renderings of the premises.**

The Town of Addison periodically acquires aerial maps to the town that would cover the referenced area.

- 23. Any and all written documents or other recorded data of any kind describing or otherwise memorializing the placement of the crane in the area at the time of the incident in question.**

The only information the Town of Addison has indicating the location of the crane at the time of the incident would be included in the Police and Fire incident reports. See Attachments C & D.

- 24. All inspection reports created by you or any governmental agency for the work being performed on the premises in question for six (6) months preceding and three (3) months following the incident in question.**

The Town of Addison was not responsible for and did not keep inspection reports of the project.

- 25. Any policy and/or procedure regarding the operation and/or of use of a crane within ten (10) years.**

To my knowledge the Town of Addison does not have any policy and/or procedures regarding the operation and/or use of a crane other than general height restrictions related to the airport.

- 26. For all safety meetings held for a period of five (5) years prior to the accident and continuing to present which discussed electrical power line safety, please provide the agenda for each such meeting, the attendees sign in sheet and any documents, memorandum or letter was prepared concerning said meeting. If any minutes, memoranda or other documents concerning any meeting were destroyed, kindly**

state the date of such destruction, the person ordering such destruction and the reason for such destruction.

The Town of Addison is not responsible to conduct safety meetings for Zachry personnel.

27. All progress reports of job site in question.

The Town of Addison did not keep progress reports of the referenced project.

28. All instruction manuals, policy and procedure manuals, safety handbooks, safety policy and procedures and/or guidelines, given by you to Zachry.

Zachry submitted a draft copy of the Tunneling Safety Procedure in order for the Town of Addison Fire Department to review Section IX Rescue Procedures.

29. The documents reflecting the subject matter of all safety meetings conducted by you on the job site in question within the past two (2) years.

The Town of Addison did not conduct or participate in any safety meetings at the referenced project.

30. All contracts between you and any other entity regarding the Addison Airport Tunnel.

See Items 2 - 11. No other contracts were created.

31. All contracts relating all transfers of land between you and Addison Airport of Texas, with respect to the premises.

See Attachment B.

32. All indemnification agreements between you and Addison Airport of Texas.

See Attachment B.

Attachment A

Interlocal Agreement By and Between the Town of Addison and Texas Turnpike Authority

Attachment B

**Settlement and Agreement to Lease
Agreement By and Between the Town of
Addison, Texas, Addison Airport of Texas
Inc. and H & S Ventures**

Attachment C

**Police Department information related
to the referenced incident**

Attachment D

**Fire Department information related to
the referenced incident**

Attachment E

Town of Addison Liability Insurance Policy

Attachment F

Tunnel Safety Procedures

(Draft copy)

TUNNELING SAFETY PROCEDURE

I Scope

- A. This procedure provides safety regulations for all tunneling operations performed. H.
- B. Zachry Company shall comply with all aspects of *OSHA 29 CFR Part 1926 Subpart S - Underground Construction*.

II Check in and out

- A. There shall be an in and out board located on the project. Each employee shall be issued two brass tags that contain a number corresponding to the name of the employee. Prior to entering the tunnel all employees shall be required to remove both tags from the out board and place one of the tags on the in board indicating that this employee is in the tunnel. The other tag shall be carried by the employee until he or she exits the tunnel at which time the employee shall place both tags on the out board indicating that he or she has exited the tunnel. Employees shall be instructed that under no condition shall they remove or place a tag for any other employee. Only the owner of the tag shall place or remove their tag.

III Communications

- A. Where voice communications are ineffective, self-powered battery phones shall be used to provide communication to the outside of the tunnel.
- B. All employees shall be trained in the use of the battery powered (mine) telephones used in the tunnel. All training shall be documented and kept on-site.
- C. All phones shall be tested upon initial entry of each shift to ensure that they are functioning properly.
- D. Phones shall be located at the project office, at each portal of the tunnel, at the heading, and approximately every 500 feet within the tunnel.

Attachment
F
copy x1

TUNNELING SAFETY PROCEDURE

I Scope

- A. This procedure provides safety regulations for all tunneling operations performed. H.
- B. Zachry Company shall comply with all aspects of *OSHA 29 CFR Part 1926 Subpart S - Underground Construction*.

II Check in and out

A. There shall be an in and out board located on the project. Each employee shall be issued two brass tags that contain a number corresponding to the name of the employee. Prior to entering the tunnel all employees shall be required to remove both tags from the out board and place one of the tags on the in board indicating that this employee is in the tunnel. The other tag shall be carried by the employee until he or she exits the tunnel at which time the employee shall place both tags on the out board indicating that he or she has exited the tunnel. Employees shall be instructed that under no condition shall they remove or place a tag for any other employee. Only the owner of the tag shall place or remove their tag.

III Communications

- A. Where voice communications are ineffective, self-powered battery phones shall be used to provide communication to the outside of the tunnel.
- B. All employees shall be trained in the use of the battery powered (mine) telephones used in the tunnel. All training shall be documented and kept on-site.
- C. All phones shall be tested upon initial entry of each shift to ensure that they are functioning properly.
- D. Phones shall be located at the project office, at each portal of the tunnel, at the heading, and approximately every 500 feet within the tunnel.

C. Employee exposure to dust in the tunnel shall be kept to a minimum by the use of water sprayers mounted on the Road Header. Disposable dust masks shall also be provided.

IX Rescue

A. Prior to the beginning of tunneling operations, Zachry/Monterey shall contact the Addison Fire Department to communicate the potential hazards of the work. In the event of an emergency, the Addison Fire Department shall be contacted by using the 911 system on the telephone. The Addison Fire Department will take charge of all rescue operations. Zachry/Monterey will assist the Addison Fire Department by supplying information, personnel, and equipment.

B. In the event of an emergency all personnel shall evacuate the tunnel and report to the shop area where all employees shall be accounted for by the tunnel superintendents.

C. Self rescuers shall be available to all employees entering the tunnel. All employees shall be trained in the use of the self rescue device. All training shall be documented and kept on-site.

D. All telephones shall have the emergency phone list posted near them for quick reference.

X Training

A. All employees associated with tunneling operations shall receive training on specific hazards and operating procedures prior to entering the tunnel. All training shall be documented and kept on-site.

B. Weekly safety meetings shall be held to provide continuous hazard awareness.

XI Fire Prevention and Protection

A. ABC-rated fire extinguishers shall be located throughout the project. The extinguishers shall be inspected monthly by the designated competent person. When the annual inspection expires, the extinguisher shall be taken out of service and turned in for an extinguisher with an up-to-date annual inspection.

B. All employees shall be trained in the use of fire extinguishers on site. All training shall be documented and kept on-site.

C. No hot work shall be performed in the tunnel during the rebar phase unless a hot/work permit has been obtained from site management.

IV Lighting

A. Halogen lights shall be placed within the tunnel to provide lighting in compliance with *1926.56 Table D-3*

B. All lighting systems and components shall be inspected prior to each shift by the site safety supervisor and tunnel supervision. Defective equipment shall be removed from service immediately.

C. In all areas where the natural lighting is not sufficient to provide safe escape, employees shall be provided with cap lights and/or hand-held flashlights. A storage box shall be located at the heading with cap lights or flashlights for all employees in the area.

VI Ventilation

A. Fresh air shall be provided for all underground work in compliance with *1926.800 (1) (I)* by the use of mechanical ventilation systems to prevent the harmful accumulation of dusts, fumes, vapors, gases, etc.

B. The mechanical ventilation system shall be reversible to obtain a reverse air flow.

C. The ventilation system shall be inspected weekly. The site safety supervisor and tunnel superintendents shall be responsible for testing the ventilation system.

VII Ground Conditions

A. The tunnel superintendents shall inspect the ground conditions in the tunnel area prior to each shift. The tunnel engineer shall inspect tunnel ground conditions at least once a day and document such conditions. Site management and supervision shall also inspect for potential ground changes throughout the work shift. Any loose material shall be reported to the project manager and corrected immediately.

VIII Air Quality and Monitoring

A. The tunnel atmosphere shall be tested by the designated competent person prior to the entry of each shift with a hand-held monitor. The safety supervisor and the tunnel superintendents on the project shall be the competent persons to perform this function.

B. The Road Header machine shall have a gas monitor attached to provide continuous monitoring during the operation of the machine. The monitor on the machine shall be set to turn machine power off if the lower explosive limit of methane or other flammable gasses reaches 20 percent.

XII Electrical Safety

A. All electrical equipment shall be inspected prior to each use and quarterly in accordance with the H. B. Zachry Assured Grounding Program. All damaged or faulty equipment shall be removed from service and repaired or replaced.

B. All electrical circuits shall be equipped with ground fault circuit interrupters (GFCI).

From the desk of
Gordon C. Robbins
Deputy Fire Chief

Town of Addison
4798 Airport Parkway
P.O. Box 9010
Addison, Texas 75001-9010
(972) 450-7220
(972) 450-7208 FAX

Date: 7.12.99

JEFF:

THIS IS ALL THE VIDEO WE HAVE OF
THE ELECTROCUTION AT THE FUNNER. THE
SMALL BIT OF FOOTAGE AT THE FRONT OF
THE TAPE IS FROM ANOTHER, UNRELATED
INCIDENT (MY VIDEO EDITING SKILLS NEED WORK).

I'VE ALSO ATTACHED OUR INCIDENT
REPORT FOR YOUR REFERENCE.

GORDON
X7220

Addison!

COPY

ROONEY
Case 4174-98

ADDISON OFFENSE/INCIDENT REPORT

INCIDENT NO. : 8109214
 BEAT : 20 Beat 20
 GRID : 2014
 WATCH : D Days
 DATE OF REPORT : 12/18/98
 DISP AS : MED-MEDICAL EMERGENCY
 OFFENSE/INCIDENT: ACCIDENTAL DEATH
 PENALTY CLASS : NC No Classification
 OFFENSE LOCATION: 16100 DOOLEY RD
 FAMILY VIOLENCE : N
 TYPE PREMISES : CONSTRUCTION SITE
 DAY 1 OCC : FRI FRIDAY
 DATE 1 OCC : 12/18/98
 HOUR 1 OCC : 12:05

ADDISON OFFENSE/INCIDENT REPORT

PERSON TYPE : C Complainant
 MASTER NAME # : 098841
 LAST/BUS. NAME : RAMEY
 FIRST NAME : JAMES
 RACE : W White
 SEX : M Male
 D.O.B. : 09/14/56
 ADDRESS : 2030 MILLER RD
 CITY : MIDLOTHIAN
 STATE : TX Texas
 ZIP : 76065
 BUSINESS NAME : ZACHRY-MONTEREY
 BUSINESS ADDRESS: PO BOX 1004
 BUSINESS CITY : ADDISON
 BUSINESS STATE : TX Texas

ADDISON OFFENSE/INCIDENT REPORT

BUSINESS ZIP : 75001-1004
 BUSINESS PHONE : 972-267-0430
 CID NOTIFIED? : Y
 OFCR. NOTIFIED #: 3470 REYNOLDS, R. J.
 HOW/WHEN NOTIFY?: DISPATCH/1220
 WEATHER(OFFENSE): OVERCAST, COLD
 ELEMENT NO. : 720
 CASE STATUS : 1 OPEN
 SUSP INFO (Y/N) : N
 SUS.VEH.INF(Y/N): N
 WITNESSES? (Y/N): Y
 PHYS.EVID(Y/N) : N
 UNUSUAL CIR(Y/N): N
 FOLLOW-UP(Y/N) : N

Police Report

Attachment C

copy x1

Jeff -

Capt. Daves asked me to get this for ya'.

Let me know if I can help!
Goni

ADDISON OFFENSE/INCIDENT REPORT

INJURED PERSON #: 2
VEH. INVOLVED # : 1
PERSON W/INFO # : 3

ADDISON OFFENSE/INCIDENT REPORT

REPORT OFFICER #: 3582 FLETCHER, D. R.
OTHER OFFICER # : 3770 MAHONEY, R. P.
SUSP. ARREST(Y/N): N
PATR. SUPP? (Y/N): N
NARRATIVE? (Y/N):

R/O WAS DISPATCHED TO A MEDICAL EMERGENCY AT THE CONSTRUCTION SITE AT 16100 DOOLEY. PRIOR TO R/O'S ARRIVAL, OFFICERS GONZALEZ AND SCARBOROUGH ARRIVED AT THE LOCATION. OFFICERS ADVISED THAT ONE VICTIM HAD NO PULSE OR RESPIRATION. UPON R/O'S ARRIVAL, R/O OBSERVED VICTIM RAMEY LAYING ON THE GROUND APPROXIMATELY 30 FT EAST OF A CONSTRUCTION CRANE AND A SECOND VICTIM, SOTO, LAYING APPROXIMATELY 30 FT WEST OF THE SAME CRANE. OFFICER GONZALEZ AND A FEMALE EMPLOYEE OF HB ZACHRY WERE PERFORMING CPR ON RAMEY, OFFICER SCARBOROUGH WAS ATTENDING THE SECOND VICTIM, FRANCISCO SOTO.

*

UPON ARRIVAL OF ADDISON FD PARAMEDICS AND CARROLLTON FD PARAMEDICS, JAMES RAMEY WAS TRANSPORTED TO PARKLAND HOSPITAL BY CAREFLITE. RAMEY WAS DEAD ON ARRIVAL.

*

FRANCISCO SOTO WAS TRANSPORTED TO PARKLAND HOSPITAL BY AFD AMBULANCE MEDIC M101. SOTO WAS IN STABLE CONDITION AT PARKLAND.

*

RONNIE GILES, CRANE OPERATOR FOR ZACHRY-MONTEREY, STATED THAT THE TWO WERE HIT WITH AN ELECTRICAL CHARGE WHILE THEY WERE ATTEMPTING TO MOVE A GENERATOR ONTO A CONCRETE FOUNDATION. GILES ADVISED HE WAS OPERATING THE CRANE AT THE TIME OF THE ACCIDENT.

*

GILES REPORTED THAT THEY WERE ATTEMPTING TO PICK UP A LARGE GENERATOR AND MOVE IT ONTO ITS CONCRETE FOUNDATION. GILES STATED THEY KNEW THEY WOULD BE OPERATING NEAR THE ELECTRICAL LINES, THEREFORE RAMEY AND SOTO WERE SUPPOSED TO WATCH THE LINES FOR GILES. GILES STATED THAT AS HE LIFTED THE GENERATOR, IT WAS APPROXIMATELY 6 INCHES OFF THE GROUND WHEN THE CRANE SHIFTED TO THE RIGHT. GILES STATED THE CRANE BOOM MOVED INTO THE ELECTRICAL LINES AT WHICH TIME RAMEY AND SOTO GRABBED THE GENERATOR IN AN APPARANT ATTEMPT TO STEADY THE MOVEMENT. BOTH WERE HIT WITH AN ELECTRICAL CHARGE AT THAT TIME. GILES STATED THERE WAS A LARGE AMOUNT OF SPARKS, THEREFORE EMPLOYEES MOVED BOTH INJURED WORKERS AWAY FROM THE CRANE. GILES ADVISED EMPLOYEES BEGAN CPR ON RAMEY. SOTO WAS UNCONSCIOUS TEMPORARILY BUT REGAINED CONSCIOUSNESS APPROXIMATELY ONE MINUTE LATER.

*

NO OTHER WITNESSES COULD BE LOCATED THAT OBSERVED THE ACTUAL

INCIDENT. DETECTIVES REYNOLDS, ROONEY, AND MCDONALD WERE CALLED TO THE SCENE FOR FOLLOWUP AND PHOTOGRAPHS.

*

JD MARTIN WAS THE ON-SCENE PROJECT SUPERINTENDENT AT THE TIME OF THE INCIDENT.

*

PERSONAL INFO ON RAMEY WAS OBTAINED FROM HIS DRIVERS LICENSE. CURRENT ADDRESS AND TELEPHONE NUMBER WERE NOT AVAILABLE.

*

NOTIFICATION OF NEXT OF KIN FOR RAMEY WAS TO BE HANDLED BY JD MARTIN. PARKLAND HOSPITAL WAS ATTEMPTING NOTIFICATION OF SOTO'S NEXT OF KIN.

*

THE ELECTRICAL LINE STRUCK BY THE CRANE WAS APPROXIMATELY 20 FT ABOVE THE GROUND. THE LOCATION OF THE INCIDENT WAS 16100 DOOLEY, GROUND LEVEL, INSIDE THE CONSTRUCTION SITE APPROXIMATELY 75 FT WEST OF DOOLEY.

*

SOTO COULD NOT BE INTERVIEWED BY R/O DUE TO INJURIES AND SOTO DOES NOT SPEAK ENGLISH.

A/M/D CODE : 1 ADDED TO UCR
A/M/D DATE : 12/18/98

INJURED PERSON INFORMATION VAL: 1

VICTIM TAKEN TO : PARKLAND HOSPITAL
TRANSPORTED BY : CARE FLIGHT
DESCRIBE INJURY : ELECTROCUTION
CONDITION : DECEASED

INJURED PERSON INFORMATION VAL: 2

VICTIM TAKEN TO : PARKLAND HOSP
TRANSPORTED BY : ADDISON 101
DESCRIBE INJURY : ELECTROCUTION
CONDITION : GOOD

ADDISON OFFENSE/INCIDENT REPORT VAL: 1

VEHICLE STATUS : 9 OTHER
VEHICLE MAKE : GROVE
VEHICLE MODEL : RT58D
BODY COLOR : 21 YELLOW
TOP COLOR : 21 YELLOW
FURTHER VEH DESC: CRANE RIG #219-625

PERSON WITH INFORMATION VAL: 1

PERSON TYPE : W WITNESS
MNI # : 098842
LAST NAME : GILES
FIRST NAME : RONNIE
MIDDLE NAME : LEE

COPY

RACE (W/B/H) : W
 SEX : M
 DATE OF BIRTH : 05/14/62
 PERSON AGE : 036
 ADDRESS : 608 E. AVENUE F
 CITY : MIDLOTHIAN
 STATE : TX
 ZIP : 76065
 HOME PHONE : 972-723-3383
 BUSINESS NAME : ZACHRY-MONTEREY
 BUSINESS ADDRESS: P.O. BOX 1004

PERSON WITH INFORMATION VAL: 1

BUSINESS CITY : ADDISON
 BUSINESS STATE : TX Texas
 BUSINESS PHONE : 972-267-0430
 OCCUPATION : CRANE OPERATOR

PERSON WITH INFORMATION VAL: 2

PERSON TYPE : W WITNESS
 MNI # : 098843
 LAST NAME : SOTO
 FIRST NAME : FRANCISCO
 MIDDLE NAME : MORALES
 RACE (W/B/H) : W
 SEX : M
 DATE OF BIRTH : 01/11/65
 PERSON AGE : 033
 ADDRESS : 3619 SHELLEY BLVD
 CITY : DALLAS
 STATE : TX
 ZIP : 75211
 HOME PHONE : 214-320-1379
 BUSINESS NAME : ZACHRY-MONTEREY
 BUSINESS ADDRESS: P.O. BOX 1004

PERSON WITH INFORMATION VAL: 2

BUSINESS CITY : ADDISON
 BUSINESS STATE : TX Texas
 BUSINESS PHONE : 972-267-0430
 OCCUPATION : CONSTRUCTION

PERSON WITH INFORMATION VAL: 3

PERSON TYPE : W WITNESS
 MNI # : 083663
 LAST NAME : MARTIN
 FIRST NAME : J. D.
 RACE (W/B/H) : W

COPY

SEX : M
DATE OF BIRTH : 08/27/42
ADDRESS : 1101 STRAWN COURT
CITY : FLOWER MOUND
STATE : TX
ZIP : 75028
HOME PHONE : 972-724-1437
BUSINESS NAME : ZACHERY MONTEREY ,
BUSINESS ADDRESS: 16601 DOOLEY

PERSON WITH INFORMATION

VAL: 3

BUSINESS CITY : ADDISON
BUSINESS STATE : TX Texas
OCCUPATION : PROJECT SUPER

FROM: DTJ TO: ADX1
12/18/98 13:54:20
1HITDTJ
REGION, DATE=121898, TIME=135221
TO TX05701 --- INQUIRY BY TX05720
RICHARDSON PD ON SCOTT, JAMES BERNARD
SEX/M RAC/B DOB/03-28-52 RGN/4770778

COPY

Report number: 98-005334 Incident number: 8109214

Location : 16100 DOOLEY RD.
Apt / lot :
Building :
Nature : MED-MEDICAL EMERGENCY
Date : 12/18/98
Time : 12:09:41
Shift : 8
Phone :
Priority : 2
Grid : 2014
Method : 1
Call taker : DNB
Dispatcher : DNB
Disposition 1 : NX
Disposition 2 :
Primary unit : 720
Primary officer : 3582
Time dispatched : 12:10:20
Time arrived : 12:12:29
Time cleared : 13:07:36
Vehicle tag :
Vehicle state :
Vehicle color :
Backup units : 730 760 702 201
Backup officers : 3770 7233 3280
Time dispatched : 12:10:21 12:11:16 12:13:14 12:36:08
Time arrived : 12:29:24 12:11:16 12:27:24 12:36:08
Time cleared : 12:49:43
Complainant name : AIRPORT TOWER
Complainant address :
Complainant phone :
Location occurrence :
Suspects name :
Location name :
Location name 2 :
Entry made :
Elapsed time :
Suspect description :
Suspect number :
Suspects vehicle :
Suspects tag :
Direction travel :
Animals :
Fenced :
Track molest :
Weapons :

COPY

DM

TOWN OF ADDISON - INVEST.SUPP

REPORT-NO : 98-005334
 PERSON TYPE : C COMPLAINANT
 MASTER NAME # : 098841
 LAST NAME : RAMEY
 FIRST NAME : JAMES
 OFFENSE LOCATION: 16100 DOOLEY RD
 BEAT : 20 Beat 20
 REPORTED OFFENSE: ACCIDENTAL DEATH
 DATE OF REPORT : 12/18/98
 PAGE # : 1
 CASE STATUS : 3 CLOSED

TOWN OF ADDISON POLICE DEPT.INVEST.SUPP VAL: 1

VEH INVOLVED ? : N
 YEAR OF VEHICLE : 0
 MAKE OF VEHICLE : 0

TOWN OF ADDISON POLICE DEPT. INVEST.SUPP VAL: 1

SUPP.NARRATIVE :
 12-18-98 12:15PM, INVESTIGATORS ROONEY AND REYNOLDS RESPONDED TO
 16100 DOOLEY IN REGERENCE TO A DECEASED PERSON. UPON ARRIVAL CONTACT
 WAS MADE WITH OFFICER FLETCHER WHO EXPLAINED THE DEATH WAS ACCIDENTAL.
 *
 AN AUTOPSY WAS PERFORMED AND THE MANNER OF DEATH WAS ACCIDENTAL, THE
 CAUSE OF DEATH WAS ELECTROCUTION. I/O RECOMMENDS THIS CASE BE CLOSED.
 REPORTING OFF : 3110 ROONEY, S. J.

Others :
Bus open/Res home :
Number hostages :
Valid alarm :
Injuries :
Officers name :
Description :
exit doors :
Activity :

COPY

General Notes :

Notes

POLICE INCIDENT NUMBER 8109214 12:10:20
P.D. Response area is 20 12:10:20
FIRE INCIDENT NUMBER 803108 12:10:29
TWO INJURIES CARNE AND ELECTRICAL LINE INJURIES 12:10:51
CALL OUT TU AND STREETS DEPT WITH SIGNX 12:20:26
CAREFLIGHT 12:21:23
POLE #39679473668241 12:22:57
CPR 12:23:09
2ND ELECT 12:23:12
Timer reset on unit 720 at 12:27:29 12:27:29
ADDISON AIRPORT NORTH END 300 YARDS NORTH OF AIR TOWER 12:29:25
204 ENRT FOR CRIME SCENE AND AN INVESTIGATOR 12:33:12
Assigned report number: 98-005334 12:35:35
TU UNABLE TO GIVE ETA BUT THEY ARE ENRT 12:36:20
Timer reset on unit 720 at 12:38:28 12:38:28
212 WILL BE ASSIGNED TO PATROL 12:41:47
TU ON THE SCENE 12:45:23
Unit 730 current location: DOO/MW 12:45:31
Unit 730 current location: DOOLEY/MIDWAY 12:45:46
PATIENT/CAREFLIGHT 12:46:02
Timer reset on unit 720 at 12:54:11 12:54:11
M113 AVAIL IN ADD OUT OF SVC PAPER WORK 13:02:07
12/18/98 14:01:21 PORT 009 WHO ID 356241
FROM: TIC# TO: ADX1
12/18/98 14:00:24
N001ADX1 0011
TCIC RECORD
MKE/WANTED PERSON-TCIC ONLY
ORI/TX0570000
NAM/ [REDACTED] SEX/ [REDACTED] RAC/ [REDACTED] POB/ [REDACTED] DOB/ [REDACTED]
HGT/505 WGT/140 EYE/BRO HAI/BLK FBI/740979DB4
OLN/ 12716089 OLS/TX OLY/00
OFF/5001*BAIL-SECURED BOND DOW/050697 OCA/M9662347M
MIS/CHG/BF/RESIST ARRES/WRNT#M9662347M/SID/TX05236987
SUPP-INFO/ AKA/REINA, JUAN. DOB/122456*
ORI IS DALLAS SO DALLAS CO
IMMED CONFIRM WARRANT AND EXTRADITION WITH ORI
TCIC RECORD
MKE/WANTED PERSON-TCIC ONLY
ORI/TX0490000
NAM/ [REDACTED] SEX/ [REDACTED] RAC/ [REDACTED] POB/MM DOB/ [REDACTED]
HGT/505 WGT/130 EYE/BRO HAI/BLK FBI/740979DB4 SKN/MED
OLN/ 12716089 OLS/TX OLY/00
OFF/5404*DWI DOW/030894 OCA/ 9338912
MIS/BOND ENHANCED TO \$4500 CID: TX05936007

972 707-0540
450-7182

JANUARY 11, 1999

COPY

TO: ADDISON POLICE DEPARTMENT
FROM: DALLAS COUNTY MEDICAL EXAMINER'S OFFICE
LINDA HARRISON - RECORDS DEPARTMENT

Last Friday someone called requesting that we FAX you a copy of the cause of death sheet for James Ramey. I do not know who called, they spoke with a Field Agent.

Anyway, here is a copy of the cause of death sheet. The doctor was not available to resign.

If you have any problems - call me Linda Harrison 214/920-5920

SEND TO: Addison Police Department #98-5334

**THE SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES
AT DALLAS**

5230 Medical Center Drive
P.O. Box 35728
Dallas, Texas 75235
(214) 920-5900

COPY

CAUSE OF DEATH

Date: 19 DEC 1998

Case No. 4174-98-3265SS

Name of Deceased: Ramey, James 43 / White/ Male

Residence of Deceased: 2030 Miller Rd. Midlothian, Texas

Place of Death : Parkland Memorial Hospital

Place of incident/discovery: 12100 Dooley Rd.

An AUTOPSY was performed and the cause of death is : Electrocution

Manner of Death: ACCIDENT

Pending: Reason:

Comment:

COPY

****original signed by doctor**** M.D.
Sheila Spotswood, M. D.
Medical Examiner

SEND TO: Addison Police Department #98-5334

THE SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES
AT DALLAS

5230 Medical Center Drive
P.O. Box 35728
Dallas, Texas 75235
(214) 920-5900

COPY

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Manner of Death: ACCIDENT

Pending: Reason:

Comment:

Sheila Spotswood
Sheila Spotswood, M. D.
Medical Examiner

M.D.

COPY

ADDISON POLICE DEPARTMENT

ADDISON TEXAS

CRIME SCENE SEARCH REPORT

DATE: 121898

SERVICE # 98-005334

TIME RECEIVED: 12:28 ARRIVED: 12:34 CLEARED: 13:04

OFFENSE: CONSTRUCTION ACCIDENT / ELECTRICUTION

COMPLAINANT OR VICTIM:

LOCATION OF INVESTIGATION: 16100 DOOLEY

ASSISTING OFFICERS: FLETCHER

NOTIFIED BY: DISPATCH

LATENTS: (Y/N) N PHOTOS: (Y/N) Y VIDEO: (Y/N) N

OVERTIME: HOURS: MINUTES:

NARRATIVE: I/O ARRIVED AT THE SCENE. TWO CONSTRUCTION WORKERS WERE REPORTED TO HAVE BEEN ELECTRICUTED AT THE SCENE WHEN A CRANE CONTACTED THE POWER LINES. I/O TOOK PHOTOGRAPHS OF THE SCENE. THE VICTIMS WERE BEING TREATED BY MEDICAL PERSONNEL AT THE TIME OF I/O'S ARRIVAL AND WERE IMMEDIATELY TRANSPORTED, THEREFORE NO PHOTOGRAPHS WERE TAKEN OF THE VICTIMS..

OFFICER: D. L. McDONALD ID # 3970

COPY

THE SOUTHWESTERN INSTITUTE OF FORENSIC SCIENCES
AT DALLAS

5230 Medical Center Drive
P.O. Box 35728
Dallas, Texas 75235
(214) 920-5900

CAUSE OF DEATH

Date: 19 DEC 1998

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Manner of Death: ACCIDENT

Pending: Reason:

Comment:



Sheila Spotswood, M. D.
Medical Examiner M.D.

- 14. Vehicle property year; make; model :
- 15. "Vehicle property serial; license.... :
- 16. Equipment year; make; model :
- 17. Equipment serial number; voltage .. :

EMERGENCY REPORT NUMBER 003105-00 PRINTED ON 07/12/99 AT 08:58

UNIT	TYPE	DISPATCH	RESPOND	ON-SCENE	TRANSPORT	AT HOSP.	AVAILABLE
#113	M	12:10:30	12:11:55	12:52:14			13:02:38
#101	E	12:13:22					12:52:38
#101	M	12:13:24		12:19:36	12:49:03		14:33:48
#102	E	12:19:52		12:19:56			13:08:49
#101	C	12:23:45	12:23:48	12:26:06			12:55:05

Response area: 20 12:09:41

POLICE INCIDENT NUMBER 8109214 12:10:20

WORK INJURIES CARME AND ELECTRICAL LINE INJURIES (DNB) 12:10:51

CALL UNIT TO AND STREETS DEPT WITH SIGWX (CLH) 12:20:26

CAREFLIGHT (DNB) 12:21:23

ROLE #2957947368241 (DNB) 12:22:57

OPR (DNB) 12:23:04

2ND ELEC (DNB) 12:23:12

UNIFORM AIRPORT NORTH END 200 YARDS NORTH OF AIR TOWER (DNB) 12:29:25

04 ENRT FOR CRIME SCENE AND LM INVESTIGATION (CLH) 12:33:12

TO UNABLE TO GIVE ETA BUT THEY ARE ENRT (CLH) 12:36:20

12 WILL BE ASSIGNED TO PATROL (CLH) 12:41:47

TO ON THE SCENE (DNB) 12:45:25

PATIENT/CAREFLIGHT (DNB) 12:46:02

UNIT MISC ENR TO HOSP 004 PARKLAND HOSPITAL DALLAS PRIORITY 23 12:49:57

#113 AVAIL IN AED OUT OF SVC PAPER WORK (DNB) 13:02:07

ENR (DNB) 13:09:00

OUT AT HOSPITAL (DNB) 13:09:02

LEAP HOSP/NOT AVAILABLE (JNJ) 13:56:02

**Additional Notes Added 12/18/98 on Form 079 at 15:40

RESPONDED WITH #113/#101 TO A REPORT OF A CRANE THAT HAD HIT SOME HIGH VOLTAGE POWER LINES. UPON ARRIVAL WE HAD ONE PATIENT THAT HAD BEEN LEFT UNATTENDED AND #113 HAD STARTED CPR. THE 2ND VICTIM HAD SUSTAINED A HIGH VOLTAGE SHOCK AND WAS BURNED AND INJURED ALSO. I CHECKED THE AREA FOR HAZARDS AND ASSIGNED THE ENGINE CREW TO ASSIST WITH PATIENT CARE. I CALLED FOR CAREFLITE AND CALLED FOR #101 TO ASSIST ME WITH A LANDING ZONE. CAREFLITE TRANSPORTED CPR VICTIM, #101 TRANSPORTED VICTIM #2. I WAS ADVISED BY THE CRANE OPERATOR THAT HE WAS MOVING A LARGE EMERGENCY GENERATOR ON TO A CONCRETE PAD AND HIT THE POWER LINE. THE VICTIMS WERE ASSISTING THE OPERATOR AT GROUND LEVEL. RONDA J. RUSHING STARTED CPR ON VICTIM #1 ALSO OTHER WORKERS IN THE AREA ASSISTED UNTIL F.O. EQUIPMENT WAS ON LOCATION. NO OTHER PROBLEMS NOTED. EQUIPMENT RETURNED TO QUARTERS. SEE EMS REPORT FOR MEDICAL INFORMATION.

PROJECT SUPERINTENDENT/MANAGER

D. MARTIN

CRANE OPERATOR

RONNIE LEE GILES

7/12/99

REPORT NUMBER 603108-00 PRINTED ON 07/12/99 AT 08:58

7. Date of incident : 12/18/98 DOW: 6
 8. Alarm time : 12:10:30
 9. Time in Service : 13:08:49
 10. Correct location of incident : 16100 DODDLEY RD
 11. Zip code and census tract : 75244 013704
 12. Precinct name : 7ACRKY MONTEREY
 13. Occupant telephone and room or apt. : 9722670430
 14. Owner name : JOE SUP. J.D. MARTIN
 15. Owner address : P.O. BOX 1004 75001-1004
 16. Owner telephone number : 9722670435
 17. Method of alarm from public : 1 TELEPHONE/911 TO DISPATCH
 18. Type of situation found : 39 RESCUE CALL, NOT CLASSIFIED
 19. Type of action taken : 7 AMBULANCE SERVICE
 20. Company district; Shift; Alarms .. : C/2 A 0
 21. Mutual aid : 1 MUTUAL AID RECEIVED
 22. Number fire service personnel used : 005
 23. Number of engines used at the scene : 001
 24. Number of aeriels used at the scene : 000
 25. Number other vehicles used at scene : 002

26. Incident-related injuries :
 27. Incident-related fatalities :
 28. Curtilage :
 29. Eiver property use :
 30. Mobile property type :
 31. Area of fire origin :
 32. Level of fire origin :
 33. Termination stage :
 34. Equipment involved in ignition :
 35. Form of heat ignition :
 36. Type of material ignited :
 37. Form of material ignited :
 38. Ignition factor :
 39. Structure type :
 40. Construction type :
 41. Construction method :
 42. Extent of flame damage :
 43. Extent of smoke damage :
 44. Extent of water damage :

45. Extent of fire control damage :
 46. Detector performance :
 47. Sprinkler performance :
 48. Type material generating most flame :
 49. Avenue of flame travel :
 50. Type material generating most smoke :
 51. Avenue of smoke travel :
 52. Method of extinguishment :
 53. Estimated dollar loss : Class
 54. Time from alarm to agent application:

11. Officer in charge : LARKIN, BARRY A
 12. Date report completed : 12/18/98
 13. Member making report if different :

1/5/77

AGREEMENT FOR
OPERATION OF THE ADDISON AIRPORT
BETWEEN
THE CITY OF ADDISON, TEXAS
AND
ADDISON AIRPORT, INC.

COUNTY OF DALLAS

THIS AGREEMENT, made and entered into the 30th day of December, 1976, by and between the CITY OF ADDISON, TEXAS, a municipal corporation acting by and through the City Council (hereinafter "City") and ADDISON AIRPORT, INC., a Texas corporation (hereinafter "Company"), with an address at P.O. Box 34067, Dallas, Texas 75234.

WITNESSETH:

WHEREAS, the City has entered into a Contract of Sale whereby the City will acquire the principal portions of the existing Airport known as Addison Airport, in Dallas County, Texas, it being contemplated that the City will purchase approximately three hundred sixty-four (364) acres ("Property"), in part with federal funds available for such purpose, the Property being reflected and described on Exhibit "1" attached hereto.

WHEREAS, the City and the Company are desirous of having the Company operate and conduct all lawful, reasonable and appropriate activity at the Airport for the use of the general public and generally in accordance with the operations description set forth in Section 7 hereof, and

WHEREAS, in the exercise of its lawful authority, the City has entered into that certain Grant Agreement with the United States of America (acting through the Federal Aviation Administration (FAA), dated December 30, 1976, for the purpose of obtaining funds for the acquisition of the Property.

WHEREAS, the Company agrees to carry out the terms and conditions set forth in that certain Grant Agreement; and

WHEREAS, the City, during the term of this Agreement, agrees to consult with the FAA on the adjustment or modification of any term or condition in the Grant Agreement which because of the peculiar circumstances of the Airport operation the Company believes to be unworkable or impractical; and

WHEREAS, it has been found and determined by the City in accordance with its lawful duties, that it is essential, appropriate and necessary for its public purposes and for the public to acquire such adequate general aviation facilities; and

WHEREAS, the Mayor of the City of Addison has been duly authorized and empowered to execute the Agreement; and

WHEREAS, it is the intention of the parties that the Airport shall be operated in a manner as would be accomplished by a reasonably prudent airport operator and in accordance with sound business practices;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, the parties hereto hereby agree and contract as follows:

The City hereby leases to Company, and the Company hereby takes, upon the terms and conditions hereinafter specified, the following premises:

- (i) the land described in Exhibit "1" as the Property and the Improvements thereon owned by the City;
- (ii) all easements, rights and appurtenances relating to the land (all property described in clauses (i) and (ii) above is herein sometimes collectively called the "Leased Premises"); and
- (iii) City hereby assigns to Company all of its right, title and interest in and to the leases set forth in Exhibit "B" to the Contract of Sale.

As consideration for this Agreement, and in addition to the rents payable hereunder, the Company agrees to pay to the City the sum of Eight Hundred Thousand (\$800,000.00) Dollars, in cash, said payment to be made simultaneous with the release of this Agreement from escrow pursuant to that certain Escrow Agreement dated December 30, 1976, by and between the City, Company and Southwest Land and Title Company ("Escrow Agreement").

In the event this Agreement is not delivered out of escrow to the City and is returned to Company by reason of the Escrow Agreement, the Company shall have no liability for any payment to the City hereunder and this entire Agreement shall be null and void and of no force or effect as of the date this Agreement is executed.

Section 1. Definitions

(a) "Airport" means the Addison Airport as shown on Exhibit "2" hereof;

(b) "Improvements" means all improvements that specifically serve the Airport, including, but not limited to, streets, roadways, parking areas, aprons, runways, sewers and waterlines, all buildings and structures and additions, substitutions, accessions, and replacements thereon on the Leased Premises.

(c) "Gross Receipts" means all monies paid to the Company for sales made and for services rendered or agreed to be rendered at or from the Airport regardless of the time or place of receipt of the order therefor, and for sales made and for services rendered or agreed to be rendered outside the Airport if the order therefor is received at the Airport, the charges, rentals, fees and other payments of whatever kind of nature paid to the Company under any lease, sublease, permit, license, or any other agreement, oral or written, relating to the Airport, all landing, parking and other fees and charges paid to the Company from any user of the Airport, revenues paid to the Company for the sale or delivery of aviation fuel, petroleum and other products, including any fuel flowage fees, any other revenues of any type arising out of or in connection with the Company's services and operations at the Airport, including its operations thereof. Any addition, change, modification or alteration in the Company's method of performing its Airport function or responsibility which would adversely effect the Gross Receipts shall first require the approval of the City.

Section 2. Representations by City

The City is the duly and lawfully created, existing and recognized owner of the Leased Premises, having the power to enter into the transactions hereunder, and by proper action the City has been duly authorized to execute and deliver this Agreement.

Section 3. Representations by Company

The Company is a corporation duly incorporated under the laws of the State of Texas, is in good standing under the laws of said State; is duly authorized to do business in the State of Texas; has the power to enter into this Agreement without violating the terms of any other agreement to which it may be a party; and by proper corporate action had been duly authorized to execute and deliver this Agreement.

It generally will occupy and possess the Leased Premises for the public purposes of the City as set forth in Section 7 hereof.

Section 4. Term of Agreement

Subject to the terms, covenants, conditions and agreements contained in this Agreement, the Company shall have and hold the Leased Premises for a term commencing on the date of closing of the purchase of the Property in the Contract of Sale and ending 20 years thereafter.

The Company agrees to yield and deliver peaceably to the City possession of the Leased Premises together with all buildings, structures, improvements, additions and other installations therein or thereon, on the date of the expiration of this Agreement, promptly and in good operating condition, the intention being that when the Leased Premises are returned to the City they shall be in first-class condition giving due consideration to normal wear and tear and shall be free and clear of any and all liens, debts, contracts, leases or encumbrances of whatsoever kind, nature and description.

Section 5. Rent

(a) Company shall pay the City, on demand, the sum of \$100,000.00, as a special assessment for public improvements to be made by the City of Addison. The Company shall not be assessed or otherwise be liable for any further such assessments made outside of the Leased Premises during the term of the Agreement.

(b) The Company agrees to pay the City \$6,250.00 per month, or 3% of the Company's monthly Gross Receipts, whichever amount is the greater. Such installment shall be payable to the City of Addison, Dallas County, Texas, commencing on the 20th day of the second month after the effective date of this Agreement for the first month hereof, and on the 20th day of each calendar month thereafter for the calendar month preceding. Payment of such amounts shall be reduced by any real property or personal property taxes assessed by the City of Addison on the Property or assessed by the City of Addison on the Improvements or this Agreement, commencing with the effective date of this Agreement, such reduction to be credited against the next succeeding installments of rent hereunder from and after date of payment of such taxes by the Company. The Company shall render to the City, on the 20th day of each calendar month, a sworn statement showing its Gross Receipts for each preceding month.

Section 6. Taxes and Assessments

The Company shall pay when due and before any fine, penalty, interest or cost may be added for non-payment; all levies, fees, water and sewer rents or other rents, rates and charges, permit fees, inspection fees and other charges, if any, in each case whether general and special, ordinary and extraordinary, which are lawfully imposed, whether or not the same were within the contemplation of the parties

hereto, together with any interest, penalties thereon, which imposed or levied or assessed against or in respect to this Agreement, or which may be a lien upon the Leased Premises. The Company shall pay all of the personal property taxes assessed by the City for the year 1976.

Section 7. Uses of Leased Premises

(a) The Company shall have control of the operation of the Leased Premises and shall operate them on a nondiscriminatory and uniform basis consistent with the normal public use of airports of a similar kind, and in accordance with all applicable laws and regulations. The use of the areas thereof shall be for the following purposes only:

- (i) For the handling and accommodation of operators, crews and travelers arriving at or departing from the Leased Premises;
- (ii) For the storage, parking, maintenance and servicing of aircraft in covered and open areas;
- (iii) For the sale, maintenance, repair, servicing, overhaul, conversion and modification of aircraft, and aircraft engines, assemblies, accessories and component parts;
- (iv) For the storage of fuel and for the fueling of aircraft;
- (v) For the charter and leasing of aircraft;
- (vi) For schools for the training of aeronautical pilots, mechanics, repairmen, navigators and dispatchers, and other aeronautical personnel;
- (vii) For the storage, parking, maintenance, servicing and fueling of automotive vehicles, automotive equipment and other equipment owned or operated by the Company in connection with the operation of the Leased Premises or by other persons using the Leased Premises for other purposes authorized hereunder;
- (viii) For the operation of stores, concessions and other consumer service activities, reasonably required for the accommodation of operators, crews and travelers arriving at or departing from the Leased Premises by aircraft, and other persons doing business with or who are the guests of the Company or other users of the Leased Premises;
- (ix) For the fabrication, manufacture, testing or development of aeronautical materials which will be used or installed in aircraft at the Leased Premises; and
- (x) For all operational, administrative, office and other such related functions in connection with the activities authorized hereunder;

The provisions of this Section shall be inserted and enforced by the Company in the agreement(s) of any other future user of the Leased Premises.

(b) In the performance of the Uses of the Airport granted by the City hereunder, the Company agrees to operate the Airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without unjust discrimination and to provide space on the Airport, to the extent available, and to grant rights and privileges for use of the landing facilities of the Airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations at the Airport.

(c) The Company shall perform the above-named Uses in a manner which shall be compatible with the latest FAA-approved Airport Layout Plan.

(d) Any clause or provision of this Agreement to the Company notwithstanding:

(i) The Company agrees to operate the Airport in accordance with the obligations of the City to the Federal Government under above-described Grant Agreement. In furtherance of this general covenant, but without limiting its general applicability, the Company specifically agrees to operate the Airport for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination and to provide space on the Airport, to the extent available, and to grant rights and privileges for use of the landing area facilities of the Airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the Airport. In this connection, the Company may from time to time adopt standard rules and regulations concerning the use and operation of the Airport, provided such rules and regulations shall not constitute a violation of the Grant Agreement.

(ii) It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act.

(iii) The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Company from erecting, or permitting to be erected, any building or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(iv) This Agreement shall be subordinate to the provisions of any existing or future agreement entered into between the City and the United States to obtain federal aid for the improvement or operation and maintenance of the Airport.

Section 8. Orderly Conduct of Operations

The Company shall conduct its operations in a proper and orderly manner and will not annoy, disturb or be offensive to others. The Company shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, representatives, contractors, and the conduct and demeanor of its customers, invitees and those doing business with it in the Leased Premises.

The terms of this Section shall be inserted and enforced by the Company in the agreement(s) of any other user of the Airport.

Section 9. Standards of Operation

The Company shall not knowingly commit any nuisances on the Leased Premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the Leased Premises.

The terms of this Section shall be inserted and enforced by the Company in the agreement(s) of any other user of the Airport.

Section 10. Insurance

The Company will maintain at its expense insurance on the Leased Premises of the following character:

(a) Insurance against loss or damage to Improvements by fire, lightning, other risks from time to time included under the standard extended coverage policies, and sprinkler and vandalism and malicious mischief, all in amounts sufficient to prevent City or Company from becoming co-insurers of any loss under the applicable policies but in any event in amounts not less than 80% of the full insurable value of the Leased Premises. The term "full insurable value" as used herein means actual replacement value at the time of such loss. Upon request, such replacement value shall be determined by a qualified appraiser, a copy of whose findings shall be submitted to City, and, thereafter, proper adjustment in the limits of insurance coverage shall be affected.

(b) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, such insurance to afford protection to City of not less than \$500,000.00 with respect to any one accident, and not less than \$200,000.00 with respect to property damage. Policies of such insurance shall be for the benefit of City and Company.

(c) Workmen's compensation insurance covering all persons employed by Company in connection with any work done on or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against City, Company or the Leased Premises, or in lieu of such workmen's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate state agency of the State of Texas.

(d) If applicable, boiler and pressure vessel insurance on all steam boilers, parts thereof and appurtenances attached or connected thereto which by reason of their use or existence are capable of bursting, erupting, collapsing, imploding or exploding, in the minimum amount of \$100,000.00 for damage to property resulting from such perils.

(e) Such other insurance on the Improvements in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Improvements

(f) In addition to all other insurance required hereunder, the Company will maintain at its expense hangar keeper's liability insurance providing for coverage in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody or control of the Company.

Section 11. Carriers, Insureds, etc.

The insurance referred to in Section 10 shall be effected under a valid and enforceable policy or policies or contract or contracts issued by (i) an insurer or insurers permitted to do business in the State of Texas approved by the City, which approval will not be unreasonably withheld. Such insurance shall name as the insured parties thereunder the City and the Company, as their respective interest may appear. The Company may prosecute any claim against, or contest any settlement proposed by, any insurer at its expense. In such event, the Company may bring such prosecution or contest any settlement in the name of the City, Company or both, and City will join therein at the Company's written request upon the City's receipt of an agreement by the Company to indemnify City against all costs, liabilities and expenses in connection with such prosecution or contest.

Section 12. Delivery of Evidence of Insurance

Company shall deliver to the City at the execution and delivery of this Agreement the original or duplicate policies or satisfactory

evidence of insurance or insurance certificates for insurance required in Section 10 hereof. Company shall within ten days prior to the expiration of any such insurance, deliver in the place of expired policies other original or duplicate policies or other certificates of the insurers endorsed as in above provided in Section 10 hereof evidencing renewal of such insurance.

Section 13. Casualty

If any Improvements or any part thereof owned by the City shall be damaged or destroyed by fire, theft or other casualty, the Company shall with reasonable promptness and diligence, rebuild, replace, and repair any damage or destruction to the Improvements, at its expense in conformity with the requirements of Section 14, in such manner as to restore the same to a unit of equal size, quality and condition to that which existed prior to such damage or destruction. Insurance proceeds payable with respect to such casualty shall belong to the Company to the extent necessary to make such repairs.

It is agreed that damage or destruction, whether partial or total, by any cause whatsoever, of the Improvements, except upon termination of this Agreement as is provided for herein, shall not release the Company from any obligation under this Agreement.

Section 14. Maintenance and Repair

The Company agrees and acknowledges that it has received the Leased Premises in good order and condition, and further agrees to accept the premises as is. The Company further agrees that it will, at its expense, keep and maintain the Leased Premises, and the improvements in good repair and appearance, and in good mechanical condition, except for ordinary wear and tear, and will with reasonable promptness make all, interior and exterior, structural and non-structural, foreseen and unforeseen, ordinary and extraordinary changes, repairs, substitutions and replacements (substantially equivalent to the original work) of any kind and nature which may be required to be made upon or in connection with the Leased Premises and Improvements or any part thereof, in order to keep and maintain the Leased Premises and Improvements in as good repair, mechanical condition and appearance as they were originally, except for ordinary wear and tear.

Section 15. Failure to Commence and Complete Repairs

In the event the Company fails to commence or complete repairs, replacements or painting which is required hereunder within a period of thirty days after written notice from the City, or fails to continue and diligently complete any such repair, the City may at its option make such repairs, replacement or do such painting, the cost of which shall be paid by the Company upon written demand.

Subject to the right of existing sub-leases, the City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Airport for the purpose of inspecting the Leased Premises, for observing the performance by the Company of its obligations under this Agreement, and for the doing of any act or thing which the City may be obligated or have the right to do under this Agreement.

Nothing in this Section shall impose or shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. The City shall not in any event be liable for any injury or damage to any property or to any person happening on or about the Leased Premises nor for any injury or damage to the Leased Premises nor to any property of the Company or of any other person located in or thereon other than those occasioned by the acts of the City.

Section 16. Alterations, Construction by Company for Airport Purposes

Company may erect structures, make improvements, install fixtures, or do any other construction work on the Leased Premises, or alter, modify or make additions, improvements, repairs to, or replacement of any Improvements or any structure now existing or hereafter built on the Leased Premises.

Any such alterations, additions, improvements, installations, repairs, substitutions or replacements shall be expeditiously completed, in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. All work done in connection with each such alteration, addition, improvement, installation, repair, substitution or replacement shall comply with the requirement of any insurance policy required to be maintained by Company hereunder, with any applicable requirements of the Agreement.

Any improvement to or alteration of the Airport under this Section or under Section 17 shall be consistent with the latest FAA-approved version of the Airport Layout Plan.

Section 17. Alteration, Construction by City

The City may erect structures, make improvements, install fixtures, or do any other construction work on the Airport, whether Airport-related or not; provided, however, the erection of such structures, the making of such improvements, the installation of such fixtures, or the doing of such construction work shall not unreasonably interfere with the operation or development of the Airport, including the maximization of revenues. The City shall give the Company reasonable advance written notice of any action taken hereunder.

Any such alterations, additions, improvements, installation, repairs, substitutions or replacements shall be completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto. All work done in connection with each alteration, addition, improvements, installation, repair, substitution or replacement shall be done at the City's expense and shall comply with the requirement of the insurance policy required to be maintained by the City or Company, hereunder. As to any construction, buildings or other structures constructed by the City which are not related to the Airport and its operations, Company shall not be required to furnish insurance.

Section 18. Liens

The Company will not directly or indirectly create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, security interest, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to:

- (a) The Leased Premises or any part thereof,
- (b) City's ownership interest, or
- (c) the Rent or other sums payable by Company under this Agreement.

The existence of any mechanic's, laborer's, materialmen's, supplier's, or vendor's lien, or any right in respect thereof shall not constitute a violation of this provision if payment is not yet due upon the contract or for goods or services, or the lien(s) are being contested in good faith by the Company.

This Section shall not apply to security interests or other liens with respect to buildings or improvements on, or which may later be constructed on, the Leased Premises which are not owned by the City.

Section 19. Prices and Rates

The Company shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service. In furtherance of this objective, a list of charges will be maintained and available for inspection by the public for all services, materials, supplies and privileges provided by the Company and any Airport tenant. However, the Company, and any Airport tenant, may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Company shall, from time to time, as the need arises, make and publish changes in the prices being charged; provided, however, fifteen (15) days prior to any such changes, the Company shall provide to the City a list of such charges. If no objection is received by the City to such changes in prices within fifteen (15) days, the price changes shall become effective. The City may object to any changes in prices within the fifteen-day period; provided, however, the only basis for any such objection by the City will be on the ground that such pricing change would constitute a violation of a present or future Grant Agreement with the Federal Aviation Administration.

It is further understood and agreed that in the event others on the Airport undertake to sell or dispense fuels or lubricants for aircraft or other machinery being used on the Airport, the Company shall impose reasonable standards consistent with any grant agreements with respect to any fueling operations in order to assure adequate safety and efficient operations on or about the Airport. Further, any persons selling or dispensing fuel or lubricants for aircraft or other machinery shall pay to the Company a reasonable and non-discriminatory fuel flowage fee.

Section 20. Subleases

(a) The Company shall have the right and is expressly hereby authorized to sublease such portions of the Leased Premises as it shall deem appropriate for the growth and development of the Airport and the maximization of revenues; provided any such sublease shall be for the purpose of carrying out one or more of the activities set forth in Section 7. During the existence of this Agreement, all revenues from any sublease shall belong to the Company, subject only to the rights of the City to a percentage of Gross Receipts as provided in Section 5 (b).

(b) The Company shall not enter into any sublease with any tenant which is owned or controlled, in whole or in part, by any of the officers, directors or stockholders of the Company without the prior written approval of the City, which approval shall not be unreasonably withheld.

(c) The Company shall not enter into any sublease unless the term of such sublease, including any renewal or option provisions, expires and terminates on or before twenty years after the effective date of this Agreement, without the prior written consent of the City.

(d) Upon request by the Company, from time to time, that a sublease is entered into by the Company, the City shall deliver to any such subtenant its estoppel certificate, certifying unto the subtenant that this Agreement is in full force and effect.

Section 21. Applicable Governmental Requirements

The Company agrees,

(a) at its expense, to procure from governmental authority, having jurisdiction, all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations or for any additional construction required pursuant to the terms of this Agreement.

(b) that it shall, at its expense, comply with and cause the Leased Premises and Company's operations to comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Leased Premises or any part thereof or the use or occupancy or any part thereof.

Section 22. Indemnification

Company covenants and agrees that it will defend, indemnify and save harmless the City, its council, officers, agents and employees from and against any and all actions, suits, claims, demands, liabilities, losses, damages, costs, expenses or judgments of any nature whatsoever, arising from:

(a) any injury to, any nuisance, or the death of any person or any damage to property on the Leased Premises, or any damage to property on the Leased Premises, or in any manner growing out of or connected with the use, non-use, condition or occupancy of the Leased Premises or any part thereof or resulting from the condition thereof,

(b) the ownership, use or non-use or condition of the Improvements, or

(c) violation by Company of any agreement or condition of this Agreement, and of any contract or agreement to which Company is a party, or any restriction, statute, law, ordinance or regulation or otherwise, in each case affecting the Leased Premises or the ownership, occupancy or use thereof.

In case any action or proceeding be brought against the City by reason of any such claim, the Company covenants upon notice from the City to resist or defend such action, and the City will cooperate and assist in the defense of such action or proceeding, if reasonably requested so to do by the Company; provided, however, that the Company shall not be liable for damages not covered by insurance required to be carried pursuant to this Agreement and caused solely by the negligence or deliberate act of the City, or any of its council, officers, agents, servants or employees. This provision shall not operate to indemnify others when liability for damages arises due to the fault of such others, unless they are insured or indemnified parties under the insurance policies or contracts required by this Agreement.

Section 23. Federal Airport Aid

The City has made application to the Federal Aviation Administration for a grant(s) of federal funds to partially defray the cost of acquiring the Leases Premises. The Company, in its management, operation, maintenance and use of the Airport, shall be subject to and hereby assumes the terms, conditions and provisions of any and all grant agreements and project applications imposed on the City by the Federal Aviation Administration, and any other federal obligations or restrictions with respect thereto. The Company shall in its agreements with other users of the Airport insert in said agreements the appropriate provisions and requirements as required by any and all of the provisions of the grant agreement and the project applications, the assurances set forth therein and any other federal obligations or restrictions with respect thereto.

To the extent that the City considers it prudent, considering the requirements attached to the acceptance of such funds, the City shall continue to apply for and make maximum use of all available federal and state funds for the development of the Airport; provided nothing in this Section obligates or requires the City to apply for such funds, other than funds necessary to acquire Additional Purchases.

Section 24. Notice to Indemnified Parties

Notwithstanding the indemnification set forth in Section 22, the Company shall forward to the City a copy of every notice, summons, complaint, or other process received in any legal proceedings encompassed by such indemnification or in any way affecting the rights of the City, or any other indemnified party.

Section 25. Liability of Officials

No officers, agent or employee of the City or the Company shall be personally liable for any of their acts carrying out the provisions of the Agreement, in exercising any power or authority granted to them pursuant to the Agreement, it being understood that in such matters they act as agents and representatives of the City and the Company.

Section 26. Non-Discrimination

Company will, in its operations on the Airport, be bound by the Civil Rights obligations imposed on the City. Company will not deny any benefits to or otherwise discriminate against any person or group on the basis of race, color, sex, or national origin. Company will comply with applicable portions of, and will effect City's compliance with the Attachment 2 (including OST Regulations, Part 21) attached hereto and incorporated herein by reference for all purposes.

Section 27. OMBE: Advertisements, Bids, Concessions:

In addition to complying with the above and normal procedures required of the City by state/federal law and agreements, the Company will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the Airport to the appropriate Office of Minority Business Enterprise (OMBE) representative as identified by the FAA Regional Civil Rights Office. The Company will disclose and make information about the contracts, contracting procedures and requirements available to the designated OMBE representative and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids.

Section 28. Assignment

Except as explicitly set forth herein or contemplated by this Agreement, the Company shall not assign, sublet, sell, convey or transfer its rights under this Agreement or any part thereof without the prior written consent of the City, provided, however, that this Agreement may be assigned in its entirety without such consent for a period of one year from the effective date of this Agreement. The City hereby agrees that it will not unreasonably withhold its consent to such an assignment or sublease, sale, transfer, and shall not make any charge for any such assignment, sublease, sale or transfer made with its consent.

Section 29. Events of Default and Remedies

The following shall be "events of default" as to the Company under this Agreement and the term "event of default" as to the Company shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due or cause to be paid when due the Rent required to be paid under Section 5 hereof.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the City, unless the City shall agree in writing to an extension of such time prior to its expiration.

(c) The Leased Premises shall be abandoned, deserted or vacated by the Company or any lien shall be filed against the Leased Premises or any part thereof in violation of this Agreement and shall remain unreleased for a period of sixty days from the date of such filing unless within said period the Company is contesting in good faith the validity of such lien.

(d) The dissolution or liquidation of the Company or the filing by the Company or a voluntary petition in bankruptcy, or failure by the Company within sixty days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the adjudication of the Company as a bankrupt, or general assignment by the Company for the benefit of its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Company", as used in this subsection, shall not be construed to include cessation of the corporate existence of the Company following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting actions contained in Section 29 hereof, which such dissolution or liquidation it is acknowledged will occur.

Section 30. Remedies on Default

Whenever any event of default as to the Company referred to in Section 30 hereof shall have happened and be subsisting, the City may take any one or more of the following remedial steps as against the Company:

(a) The City may re-enter and take possession of the Leased Premises without terminating this Agreement and sublease (or operate as a sublessee) the Leased Premises for the account of the Company, holding the Company liable for the difference between the rents and other amounts payable by the Company hereunder and the rents and other amounts payable by such sublessee in such subleasing or, if operated by the City, the difference between the net revenues received from such operations and the rents and other amounts payable by the Company hereunder.

(b) The City may terminate this Agreement.

(c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and hereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

Section 31. No Remedy Exclusive

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, unless such notice is herein expressly required by law.

Section 32. No Additional Waiver Implied

In the event any covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 33. Termination by Company

The Company may terminate this Agreement upon the occurrence of any one or more of the following reasons:

(a) In the event the Airport shall be closed or its operations curtailed by more than fifty percent of its achieved operating level in terms of daily average departing and arriving flights, the Company in its reasonable discretion may cease or curtail its operations in the Leased Premises during the period that the Airport operations have ceased or have been so curtailed, and if such condition shall continue unabated for more than two years, the Company shall have the right and option to terminate the Agreement upon thirty days prior written notice to the City.

(b) The City shall fail to perform any of its obligations under this Agreement within sixty days after receipt of notice of default hereunder from the Company (except where fulfillment of its obligations require activity over a period of time and the City shall commence to perform whatever may be required for fulfillment within sixty days after the receipt of notice and continue such performance without interruption, except for causes beyond its control).

Upon the occurrence of any of the foregoing events, or at any time thereafter during the continuation of any such condition, the Company may, by sixty days written notice terminate this Agreement, such termination to be effective upon the date set forth in such notice and to have the same effect as if the terms hereof had expired on that date, subject, as aforesaid, to the provisions of this Section.

No waiver by the Company of any default on the part of the City, in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the City shall be or shall be construed to be a waiver by the Company of any other or subsequent default in the performance of any of said terms, covenants and conditions.

Section 34. Access and Egress

Except as set forth in this Agreement, the City hereby grants to the Company full and unrestricted access to and egress from the Leased Premises and between the Leased Premises and the public roadways for the Company, its employees, guests, patrons, invitees, contractors, suppliers of materials, furnishers of services, its or their equipment, vehicles, machinery and other property, without charge to Company or to said employees, guests, patrons, invitees, contractors, suppliers of materials and furnishers of services, or their said equipment, vehicles, machinery or other property.

Section 35. Company's Right to Remove Property

The Company shall have the right at any time during the term of this Agreement or any renewal or extension thereof, or at the expiration or earlier termination thereof, to remove any nonessential personal property which it may have on the Leased Premises, including, without limitation, furniture, equipment and machinery; provided the City will purchase from the Company, at its then fair market value, any personal property which the City deems essential.

Section 36. Termination, Settlement

In the event the City exercises its right to terminate the Agreement or any part thereof, the Company and the City shall endeavor in good faith to negotiate a sale by the Company to the City or its designee of the Company's personal property located on the Leased Premises. Upon termination of the Agreement, the City may, and the Company shall, remove any Improvements on the Leased Premises belonging to the Company at the Company's expense if required by the City.

Section 37. Settlement

In the event that any sums due or to become due the Company upon termination of this Agreement are paid or payable to the City, the City shall not have any obligation to make such payment or settlement to the Company,

(i) until receipt of payment due to City from Company in accordance with pertinent provisions of this Agreement under which termination is permitted and,

(ii) until Company has paid all other sums due under this Agreement.

Section 38. Quiet Enjoyment

The City covenants that through the term hereof, the Company shall have, hold and enjoy peaceful and uninterrupted possession of all of the Leased Premises, subject to the performance of the covenants as herein provided.

Section 39. No Third Party Beneficiary

No provision contained in or incorporated by the Agreement shall create or give to any third party or parties any claim or right of action against the Company or the City, beyond such claims or rights of action which legally exist in the absence of any provision of said Agreement.

Section 40. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement.

Section 41. Binding Effect

All of the covenants, conditions, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Company, subject to the limitations contained herein restricting such assignment by the Company, to the same extent as if each such successor and assign were in each case named as a party to this Agreement. This Agreement may not be altered, modified, or discharged except by a writing signed by the City and the Company.

Section 42. Governing Law

This Agreement shall be governed by and interpreted under and in accordance with the laws of the State of Texas.

Section 43. Venue

The venue of any action drawn under this Agreement shall lie in Dallas County, in the State of Texas.

Section 44. Force Majeure

Neither the City or the Company shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

Section 45. Issuance of Revenue Bonds for Future Improvements

City and Company acknowledge that as the Airport develops such circumstances may require that additional improvements ("Future Improvements") will be needed in order to provide convenient and necessary services at the Airport. Subject to the approval of plans and specifications by the City as submitted by the Company, the City may make such acquisitions, additions, extensions, improvements and modifications to the Airport as shall be recommended by the Company. In order to obtain funds for such purposes, the City, in its discretion, may provide for the issuance of Airport revenue bonds.

Section 46. Airport Boundaries

The City will not grant any access, privilege, license, or permission of any kind to any person, firm or corporation using, owning or occupying any land outside the designated boundaries of the Airport as shown on Exhibit "2" hereof, to use or have access to the Airport.

Section 47. Covenant by Company

It is understood and agreed by the parties hereto, that the Company will not make any improvements, changes, alterations, modifications, or removals at the Airport, which will effectively destroy the ability of the Airport to render firstclass service to its customers and for the maximization of revenues.

Section 48. Record Keeping

The Company shall maintain in accordance with accepted accounting practice and make available to an authorized representative of the City for consideration records, books and its annual audit prepared by an independent Certified Public Accountant. The Company shall permit such authorized representative of the City to inspect such books and records during ordinary business hours of the Company and at times reasonably convenient to the Company.

Section 49. Notices

Notices provided for in this Agreement shall be sufficient if sent by registered mail, postage prepaid, addressed if to the City — The City of Addison, P. O. Box 144, Addison, Texas, 75001, Attention: City Administrator, or to such other address and person it may direct in writing; and if to Company — Addison Airport, Inc., P. O. Box 34067, Dallas, Texas 75234, or to such other address and person as it may direct in writing. Notices shall be deemed completed when mailed unless otherwise herein required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the date first above written.

ATTEST:

Joyce H. Devers
SECRETARY

CITY OF ADDISON, TEXAS

BY: Jerry Redding

APPROVED AS TO FORM:

Robert L. McCall
CITY ATTORNEY

ADDISON AIRPORT, INC.

ATTEST:

Margaret E. Bunch
SECRETARY

BY: [Signature]

FIELD NOTES

BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being S 89° 58' 54" E 30.00 feet, thence N 0° 05' 50" E 25.00 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-of-way to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38' 30" W. a distance of 170.87 feet to the apparent West right-of-way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208.00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to an iron pin;

THENCE N. 89° 56' 00" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2156.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09' 30" E. a distance of 1189.87 feet with the East line of said New Dooley Road;

THENCE N. 89° 53' 26" E. a distance of 1165.44 feet to a point in the apparent West line of Dooley Road;

THENCE S. 0° 03' 47" E. with the apparent West line of Dooley Road, at 335.02 feet passing a concrete monument for a total distance of 1550.38 feet to an iron pin;

THENCE S. 20° 46' 10" E. a distance of 539.44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69° 19' 04", a radius of 337.18 feet a distance of 407.93 feet to a point in the South right-of-way line of Keller Springs Road;

THENCE N. 89° 54' 46" E. a distance of 2135.61 feet with the South line of said Keller Springs Road to a point in the West right-of-way line of Addison Road;

THENCE S. 0° 14' 20" E. a distance of 307.44 feet with the West line of said Addison Road to an iron pin;

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

THENCE S. 0° 14' 20" E. a distance of 210.72 feet to a point;

THENCE S. 43° 16' W. a distance of 1595.29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202.51 feet to a point;

THENCE S. 20° 43' E. a distance of 350.85 feet to a point;

THENCE N. 69° 17' E. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185.72 feet to a point;

THENCE N. 44° 44' 08" E. a distance of 7.05 feet to an iron pin found for the Southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Deed Records of Dallas County;

THENCE N. 89° 54' 40" E. a distance of 819.46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE S. 0° 14' 20" E. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lomax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S. 26° 12' 50" E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of 25° 50', a radius of 686.30 feet for a distance of 309.44 feet;

THENCE S. 0° 22' 50" E. a distance of 2081.91 feet with the West line of said Addison Road to an angle point in the right-of-way;

THENCE N. 89° 37' 10" E. a distance of 10.00 feet with said angle in the right-of-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point;

THENCE S. 69° 37' W. a distance of 185.70 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 263.11 feet to a point;

THENCE S. 66° 06' 26" W. a distance of 17.27 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 759.90 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 55" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance of 448.95 feet to a point;
 THENCE N. 89° 56' 35" W. a distance of 658.63 feet to a point;
 THENCE N. 0° 03' 25" E. a distance of 160.00 feet to a point;
 THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East right-of-way line of Dooley Road;
 THENCE N. 0° 03' 25" E. a distance of 10.00 feet with the East line of Dooley Road to a point;
 THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;
 THENCE N. 75° 48' 25" E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;
 THENCE N. 20° 39' 35" W. a distance of 2388.20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;
 THENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;
 THENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;
 THENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin;
 THENCE N. 89° 54' 10" W. a distance of 117.08 feet to an iron pin in the apparent East right-of-way line of said Dooley Road;
 THENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365.340 acres of land, more or less, save and except the following 1 acre tract;

Beginning at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said point being S. 89° 58' 54" E. 30.00 feet, thence N. 0° 05' 50" E. 25.0 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326; Thence N. 89° 58' 54" W. 105.72 feet with the apparent North line of Keller Springs Road; Thence N. 56° 19' 03" W. 90.20 feet to a point in the East line of Dooley Road; Thence N. 0° 03' 47" W. 1457.70 feet with the apparent East line of Dooley Road; Thence N. 20° 38' 30" W. 170.87 feet to a point in the apparent West line of Dooley Road and the BEGINNING POINT of this description;

THENCE S. 0° 03' 47" E. 209.0 feet with the West line of Dooley Road;
 THENCE N. 89° 23' 56" W. 208.0 feet to an iron pin;
 THENCE N. 0° 14' 32" W. 209.0 feet to an iron pin;
 THENCE S. 89° 23' 56" E. 208.0 feet to the place of beginning and containing 1.0 acres of land, more or less.

The plat hereon is a true and accurate representation of the property as determined by actual survey, the lines and dimensions of said property being as indicated by the plat; all improvements being within the boundaries of the property.

Easements of record that could be located are shown. This plat is subject to any easements of record not shown.

5 JAN 1977

Date



W. J. Wischmeyer
 Registered Professional Engineer



EXHIBIT "A"
 PROPERTY MAP
 ADDISON MUNICIPAL AIRPORT
 ADDISON, TEXAS

Riewe & Wischmeyer, Inc.

CONSULTING ENGINEERS
 DALLAS TEXAS

DECEMBER 1976

12/16

THE STATE OF TEXAS §
 § ASSIGNMENT OF LANDLORD'S INTEREST
COUNTY OF DALLAS § IN LEASE AGREEMENTS

W I T N E S S E T H :

WHEREAS, The City of Addison, Texas, hereinafter called "Assignee", has by warranty deed of even date herewith acquired the real property described in Exhibit A attached hereto and incorporated herein by reference for all purposes, hereinafter called the "Property", from Addison Airport, Inc., hereinafter called "Assignor"; and

WHEREAS, the Property is subject to certain lease agreements, being more particularly described in Exhibit B attached hereto and incorporated herein, said lease agreements hereinafter collectively called "the Leases"; and

WHEREAS, Assignee has requested that Assignor's interest as Landlord under the Leases be assigned to Assignee:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Assignor, for and in consideration of Ten (\$10.00) Dollars, paid in hand by Assignee, the receipt and sufficiency of which is hereby acknowledged and confessed, and other good and valuable consideration has Assigned, Transferred and Conveyed, and does by these presents Assign, Transfer and Convey unto Assignee the Landlord's interest under the Leases, together with all rental and other sums due or to become due thereunder.

In connection with this Assignment, Assignor warrants:

- (a) That Assignor is the owner of the Leases;
- (b) That each of the Leases is genuine, valid and enforceable in accordance with its terms;
- (c) That Assignor has the right to make this Assignment;

(d) That Assignor has no knowledge of any outstanding event of default under the Leases either by Landlord or the respective Tenant thereunder; and

(e) That the Leases set forth on Exhibit B are all of the leases affecting the Property except for certain leases for a period of less than one year for the storage and tie-down of aircraft.

Pursuant to Operating Agreement to be entered into this day by Assignor and Assignee, the Leases shall be re-assigned by Assignee to Assignor and Assignor shall operate and manage the Property for and on behalf of Assignee. For this reason, all security deposits and prepaid rentals, if any, previously paid by the respective tenants to Assignor shall be retained by Assignor for the benefit of Assignee and Assignor shall keep and perform all of the duties and obligations of the Landlord with respect to such security deposits and prepaid rentals, if any, and shall hold Assignee safe and harmless from its failure to do so.

EXECUTED this _____ day of December, 1976.

ASSIGNOR: ADDISON AIRPORT, INC.

By: *Henry Stuart*

Its: PRESIDENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HENRY STUART, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ADDISON AIRPORT, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of December, 1976.

Ralph Seely
Notary Public in and for
Dallas County, Texas

RALPH SEELY, Notary Public
In and for Dallas County, Texas 77

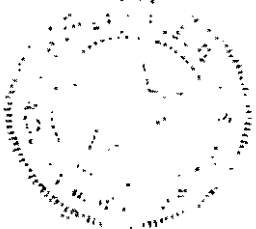


EXHIBIT B
to Assignment of Leases
from Addison Airport, Inc.
to City of Addison, Texas

<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>	<u>Termination Date</u>
1. Addison Airport, Inc.	Associated Air Center, Inc.	4-8-57	7-14-82
2. Addison Airport, Inc.	Humble Oil & Refining Co.	5-13-69	5-15-84 (with 10-year renewal option)
3. Addison Airport, Inc.	W. R. Grace & Co.	12-27-74	6-1-85
4. Addison Airport, Inc.	Riteway Airmotive, Inc.	12-12-57	12-31-77
5. Addison Airport, Inc.	Beech Holdings, Inc.	5-15-64	5-14-89
6. Addison Airport, Inc.	Cooper Aircraft Insurance	6-1-76	6-1-77
7. Addison Airport, Inc.	Collins Radio Company	4-1-57	10-15-81
8. Addison Airport, Inc.	Airport Flying School, Inc.	10-12-67	12-31-82
9. Addison Airport, Inc.	Wirt Davis, II	5-18-60	7-31-77
10. Addison Airport, Inc.	United States of America	7-1-66	7-1-77
11. Addison Airport, Inc.	United States of America	2-12-60	6-30-77
12. Addison Airport, Inc. (Subleased to L. R. Pledger & Conald Wayne Cox by Lease Agmt. dated 5-4-72)	Murchison Brothers	6-1-56	5-31-77
13. Addison Airport, Inc.	Ted Cooper & Assoc., Inc.	6-1-64	7-1-77
14. Addison Airport, Inc. (Subleased to Ted Cooper & Assoc., Inc. by Sublease Agmt. dated 5-22-62)	Del-Tex Aviation, Inc.	6-1-57	5-31-77
15. Addison Airport, Inc.	Aerotex, Ltd.	7-1-69	6-30-79
16. Addison Airport, Inc.	Texas Bank & Trust Co. of Dallas, Trustee	8-1-72	7-31-87
17. Addison Airport, Inc.	George Bomer and H. E. Robbins	5-10-68	5-10-83
18. Addison Airport, Inc.	A. J. Airoidi and I. J. Bertrand	9-1-68	9-1-79
19. Addison Airport, Inc.	Hanger Six, Inc.	7-1-69	6-30-79

FIELD NOTES

BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Linnex Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being S 89° 58' 54" E 30.00 feet, thence N 0° 05' 50" E 25.00 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-of-way to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38' 30" W. a distance of 170.87 feet to the apparent West right-of-way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208.00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to an iron pin;

THENCE N. 89° 56' 40" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2136.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09' 30" E. a distance of 1189.87 feet with the East line of said New Dooley Road;

THENCE N. 89° 53' 26" E. a distance of 1165.44 feet to a point in the West line of Dooley Road;

THENCE S. 0° 03' 47" E. with the apparent West line of Dooley Road, at 335.02 feet passing a concrete monument for a total distance of 1450.38 feet to an iron pin;

THENCE S. 20° 46' 10" E. a distance of 339.44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 89° 19' 04", a radius of 337.13 feet, a distance of 407.93 feet to a point in the South right-of-way line of Keller Springs Road;

THENCE N. 89° 54' 46" E. a distance of 2133.91 feet with the South line of said Keller Springs Road to a point in the West right-of-way line of Addison Road;

THENCE S. 0° 14' 20" E. a distance of 307.46 feet with the West line of said Addison Road to an iron pin;

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

THENCE S. 0° 14' 20" E. a distance of 210.72 feet to a point;

THENCE S. 43° 16' W. a distance of 1545.29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202.51 feet to a point;

THENCE S. 20° 43' E. a distance of 350.85 feet to a point;

THENCE N. 69° 17' E. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185.72 feet to a point;

THENCE N. 44° 44' 08" E. a distance of 7.05 feet to an iron pin found for the Southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Addison by deed recorded in Volume 4350, Page 491, Deed Records of Dallas County;

THENCE N. 89° 54' 40" E. a distance of 319.46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE S. 0° 14' 20" E. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lowax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S. 26° 12' 50" E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of 25° 50', a radius of 686.30 feet for a distance of 309.44 feet;

THENCE S. 0° 22' 50" E. a distance of 2081.91 feet with the West line of said Addison Road to an angle point in the right-of-way;

THENCE N. 89° 37' 10" E. a distance of 10.00 feet with said angle in the right-of-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point;

THENCE S. 69° 37' W. a distance of 185.70 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 263.11 feet to a point;

THENCE S. 66° 06' 26" W. a distance of 15.53 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 761.64 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 35" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance of 448.95 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 652.63 feet to a point;

THENCE N. 0° 03' 25" E. a distance of 160.0 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 25" E. a distance of 10.00 feet with the East line of Dooley Road to a point;

THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;

THENCE N. 75° 48' 25" E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

ENCE N. 20° 39' 35" W. a distance of 2386.20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;

ENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;

ENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;

ENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin;

ENCE N. 89° 54' 10" W. a distance of 117.08 feet to an iron pin in the apparent east right-of-way line of said Dooley Road;

ENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365.348 acres of land, more or less.

THE ABOVE METES AND BOUNDS DESCRIPTION CONTAINS A TRACT OF 1.0 ACRES THAT IS TO BE EXCLUDED, RESULTING IN A NET OF 364.348 ACRES OF LAND, MORE OR LESS.

12/76

THE STATE OF TEXAS §
 § ASSIGNMENT OF LANDLORD'S INTEREST
COUNTY OF DALLAS § IN LEASE AGREEMENTS

W I T N E S S E T H :

WHEREAS, The City of Addison, Texas, hereinafter called "Assignee", has by warranty deed of even date herewith acquired the real property described in Exhibit A attached hereto and incorporated herein by reference for all purposes, hereinafter called the "Property", from Addison Airport, Inc., hereinafter called "Assignor"; and

WHEREAS, the Property is subject to certain lease agreements, being more particularly described in Exhibit B attached hereto and incorporated herein, said lease agreements hereinafter collectively called "the Leases"; and

WHEREAS, Assignee has requested that Assignor's interest as Landlord under the Leases be assigned to Assignee:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Assignor, for and in consideration of Ten (\$10.00) Dollars, paid in hand by Assignee, the receipt and sufficiency of which is hereby acknowledged and confessed, and other good and valuable consideration has Assigned, Transferred and Conveyed, and does by these presents Assign, Transfer and Convey unto Assignee the Landlord's interest under the Leases, together with all rental and other sums due or to become due thereunder.

In connection with this Assignment, Assignor warrants:

- (a) That Assignor is the owner of the Leases;
- (b) That each of the Leases is genuine, valid and enforceable in accordance with its terms;
- (c) That Assignor has the right to make this Assignment;

(d) That Assignor has no knowledge of any outstanding event of default under the Leases either by Landlord or the respective Tenant thereunder; and

(e) That the Leases set forth on Exhibit B are all of the leases affecting the Property except for certain leases for a period of less than one year for the storage and tie-down of aircraft.

Pursuant to Operating Agreement to be entered into this day by Assignor and Assignee, the Leases shall be re-assigned by Assignee to Assignor and Assignor shall operate and manage the Property for and on behalf of Assignee. For this reason, all security deposits and prepaid rentals, if any, previously paid by the respective tenants to Assignor shall be retained by Assignor for the benefit of Assignee and Assignor shall keep and perform all of the duties and obligations of the Landlord with respect to such security deposits and prepaid rentals, if any, and shall hold Assignee safe and harmless from its failure to do so.

EXECUTED this _____ day of December, 1976.

ASSIGNOR: ADDISON AIRPORT, INC.

By: 

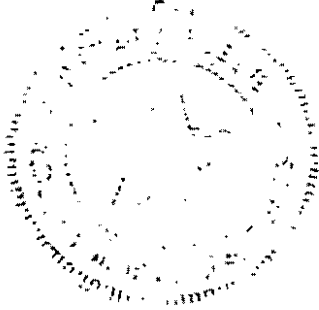
Its: PRESIDENT

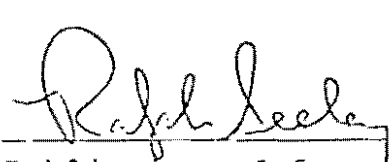
THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HENRY STUART, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ADDISON AIRPORT, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of December, 1976.




Notary Public in and for
Dallas County, Texas

RALPH SEELEY, Notary Public
In and for Dallas County, Texas 77

EXHIBIT B
to Assignment of Leases
from Addison Airport, Inc.
to City of Addison, Texas

<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>	<u>Termination Date</u>
1. Addison Airport, Inc.	Associated Air Center, Inc.	4-8-57	7-14-82
2. Addison Airport, Inc.	Humble Oil & Refining Co.	5-13-69	5-15-84 (with 10-year renewal option)
3. Addison Airport, Inc.	W. R. Grace & Co.	12-27-74	6-1-85
4. Addison Airport, Inc.	Riteway Airmotive, Inc.	12-12-57	12-31-77
5. Addison Airport, Inc.	Beech Holdings, Inc.	5-15-64	5-14-89
6. Addison Airport, Inc.	Cooper Aircraft Insurance	6-1-76	6-1-77
7. Addison Airport, Inc.	Collins Radio Company	4-1-57	10-15-81
8. Addison Airport, Inc.	Airport Flying School, Inc.	10-12-67	12-31-82
9. Addison Airport, Inc.	Wirt Davis, II	5-18-60	7-31-77
10. Addison Airport, Inc.	United States of America	7-1-66	7-1-77
11. Addison Airport, Inc.	United States of America	2-12-60	6-30-77
12. Addison Airport, Inc. (Subleased to L. R. Pledger & Conald Wayne Cox by Lease Agmt. dated 5-4-72)	Murchison Brothers	6-1-56	5-31-77
13. Addison Airport, Inc.	Ted Cooper & Assoc., Inc.	6-1-64	7-1-77
14. Addison Airport, Inc. (Subleased to Ted Cooper & Assoc., Inc. by Sublease Agmt. dated 6-22-62)	Dal-Tex Aviation, Inc.	6-1-57	6-31-77
15. Addison Airport, Inc.	Aerotex, Ltd.	7-1-69	6-30-79
16. Addison Airport, Inc.	Texas Bank & Trust Co. of Dallas, Trustee	8-1-72	7-31-87
17. Addison Airport, Inc.	George Bomer and H. E. Robbins	6-10-58	6-10-83
18. Addison Airport, Inc.	A. J. Airoidi and I. J. Bertrand	9-1-68	9-1-79
19. Addison Airport, Inc.	Hanger Six, Inc.	7-1-69	6-30-79

FIELD NOTES

BEING a tract of land out of the E. Cook Survey, Abstract 326, the William Lomax Survey, Abstract 792, the George Syms Survey, Abstract 1344, the William Rowe Survey, Abstract 1257, and part of Lot 1, and Lot 2 of Block "A" of Carroll Estates Addition, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a fence post found for the apparent intersection of the North right-of-way line of Keller Springs Road, a 50 foot street, and the East line of Dooley Road, a 60 foot street, said beginning point being S 89° 58' 54" E 30.00 feet, thence N 0° 05' 50" E 25.00 feet from the apparent northwest corner of the E. Cook Survey, Abstract 326;

THENCE N. 89° 58' 54" W. a distance of 105.72 feet with the North line of said Keller Springs Road to an angle point in the right-of-way;

THENCE N. 56° 19' 03" W. a distance of 90.20 feet with said angle in the right-of-way to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 47" W. a distance of 1457.70 feet with the East line of said Dooley Road to a point;

THENCE N. 20° 38' 30" W. a distance of 170.87 feet to the apparent West right-of-way line of said Dooley Road;

THENCE S. 0° 03' 47" E. a distance of 313.49 feet with the apparent West line of said Dooley Road to a point;

THENCE N. 89° 23' 56" W. a distance of 208.00 feet to an iron pin;

THENCE N. 0° 14' 32" W. a distance of 161.00 feet to an iron pin;

THENCE N. 89° 56' 00" W. a distance of 203.65 feet to a point;

THENCE N. 20° 38' 30" W. a distance of 2156.07 feet to a point in the apparent East right-of-way line of New Dooley Road, a 100 foot street;

THENCE N. 0° 09' 30" E. a distance of 1189.87 feet with the East line of said New Dooley Road;

THENCE N. 89° 53' 26" E. a distance of 1165.44 feet to a point in the apparent West line of Dooley Road;

THENCE S. 0° 03' 47" E. with the apparent West line of Dooley Road, at 335.02 feet passing a concrete monument for a total distance of 1550.38 feet to an iron pin;

THENCE S. 20° 46' 10" E. a distance of 539.44 feet with the West line of said Dooley Road to an iron pin for the beginning point of a curve to the left;

THENCE in a southeasterly direction with the curved West line of said Dooley Road having a central angle of 69° 14' 04", a radius of 337.18 feet, a distance of 407.93 feet to a point in the South right-of-way line of Keller Springs Road;

THENCE N. 89° 54' 46" E. a distance of 2133.01 feet with the South line of said Keller Springs Road to a point in the West right-of-way line of Addison Road;

THENCE S. 0° 14' 20" E. a distance of 307.44 feet with the West line of said Addison Road to an iron pin;

THENCE S. 89° 45' 40" W. a distance of 200.00 feet to a point;

THENCE S. 0° 14' 20" E. a distance of 210.72 feet to a point;

THENCE S. 43° 16' W. a distance of 1545.29 feet to an iron pin;

THENCE S. 46° 44' E. a distance of 202.51 feet to a point;

THENCE S. 20° 43' E. a distance of 350.85 feet to a point;

THENCE N. 69° 17' E. a distance of 30.00 feet to a point;

THENCE N. 71° 12' 51" E. a distance of 185.72 feet to a point;

THENCE N. 44° 44' 08" E. a distance of 7.65 feet to an iron pin found for the Southwest corner of a tract of land conveyed to O.J. Broughton and E.E. Ericson by deed recorded in Volume 4350, Page 491, Deed Records of Dallas County;

THENCE N. 89° 54' 40" E. a distance of 819.46 feet with the South line of the Broughton tract to an iron pin in the West line of said Addison Road;

THENCE S. 0° 14' 20" E. a distance of 490.82 feet with the West line of said Addison Road to a point in the apparent common survey line between the William Lomax Survey, Abstract 792, and the E. Cook Survey, Abstract 326;

THENCE S. 89° 37' 20" E. a distance of 58.08 feet with said common survey line to a point in the West line of said Addison Road and the beginning of a curve to the left;

THENCE Southerly with said curve, and the West line of Addison Road, having a central angle of 1° 53' 11", a radius of 746.30 feet, for a distance of 24.57 feet;

THENCE S. 26° 12' 50" E. 34.05 feet with the West line of Addison Road to the beginning of a curve to the right;

THENCE in a southeasterly direction with the curved West line of said Addison Road having a central angle of 25° 50', a radius of 686.30 feet for a distance of 309.44 feet;

THENCE S. 0° 22' 50" E. a distance of 2081.91 feet with the West line of said Addison Road to an angle point in the right-of-way;

THENCE N. 89° 37' 10" E. a distance of 10.00 feet with said angle in the right-of-way to a point in the West line of said Addison Road;

THENCE S. 0° 22' 50" E. a distance of 812.30 feet with the West line of Addison Road to a point;

THENCE S. 69° 37' W. a distance of 185.70 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 263.11 feet to a point;

THENCE S. 66° 06' 26" W. a distance of 15.53 feet to a point;

THENCE S. 0° 22' 50" E. a distance of 211.04 feet to an iron pin in the North right-of-way line of the St. Louis and Southwestern Railroad;

THENCE S. 66° 06' 26" W. a distance of 761.64 feet with the North line of said St. Louis and Southwestern Railroad to an iron pin and the most easterly corner of Addison Airport Industrial District;

THENCE N. 67° 01' 55" W. a distance of 273.80 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 572.28 feet with the easterly line of said Addison Airport Industrial District to an iron pin;

THENCE S. 75° 48' 25" W. a distance of 448.95 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 658.63 feet to a point;

THENCE N. 0° 03' 25" E. a distance of 180.0 feet to a point;

THENCE N. 89° 56' 35" W. a distance of 160.00 feet to a point in the East right-of-way line of Dooley Road;

THENCE N. 0° 03' 25" E. a distance of 10.00 feet with the East line of Dooley Road to a point;

THENCE S. 89° 56' 35" E. a distance of 797.46 feet to a point;

THENCE N. 75° 48' 25" E. a distance of 408.36 feet to an iron pin in the easterly line of said Addison Airport Industrial District;

THENCE N. 20° 39' 35" W. a distance of 2386.20 feet with the easterly line of said Addison Airport Industrial District to an iron pin for the northeast corner of Addison Airport Industrial District;

THENCE N. 20° 43' 53" W. a distance of 320.72 feet to an iron pin;

THENCE N. 89° 49' 30" E. a distance of 9.98 feet to an iron pin;

THENCE N. 20° 17' 10" W. a distance of 389.50 feet to an iron pin;

THENCE N. 89° 54' 10" W. a distance of 117.08 feet to an iron pin in the apparent East right-of-way line of said Dooley Road;

THENCE N. 0° 05' 50" E. a distance of 502.30 feet with the apparent East line of said Dooley Road to the place of beginning and containing 365.348 acres of land, more or less.

THE ABOVE METES AND BOUNDS DESCRIPTION CONTAINS A TRACT OF 1.0 ACRES THAT IS TO BE EXCLUDED, RESULTING IN A NET OF 364.348 ACRES OF LAND, MORE OR LESS.

DECLARATIONS OF COVERAGE

GENERAL LIABILITY

LIMITS OF LIABILITY	:\$ 5,000,000	Each Occurrence	
SUDDEN EVENTS INVOLVING POLLUTION	:\$ 2,000,000	Each Occurrence	
	:\$ 10,000,000	Annual Aggregate	
DEDUCTIBLE	:\$ 1,000	Each Occurrence	
ANNUAL CONTRIBUTION	:\$ 47,283	EFFECTIVE DATE	: 10/01/98
PRO-RATA DUE	:\$ 47,283	ANNIVERSARY DATE	: 10/01/99

LAW ENFORCEMENT LIABILITY

LIMITS OF LIABILITY	:\$ 5,000,000	Each Occurrence	
	:\$ 10,000,000	Annual Aggregate	
DEDUCTIBLE	:\$ 1,000	Each Occurrence	
ANNUAL CONTRIBUTION	:\$ 39,523	EFFECTIVE DATE	: 10/01/98
PRO-RATA DUE	:\$ 39,523	ANNIVERSARY DATE	: 10/01/99

ERRORS & OMISSIONS LIABILITY

LIMITS OF LIABILITY	:\$ 5,000,000	Each Wrongful Act	
	:\$ 10,000,000	Annual Aggregate	
DEDUCTIBLE	:\$ 5,000	Deductible Each Wrongful Act	
ANNUAL CONTRIBUTION	:\$ 54,989	EFFECTIVE DATE	: 10/01/98
PRO-RATA DUE	:\$ 54,989	ANNIVERSARY DATE	: 10/01/99
		RETROACTIVE DATE	: None

TOTAL LIABILITY CONTRIBUTIONS

TOTAL ANNUAL CONTRIBUTION	:\$ 141,795	EFFECTIVE DATE	: 10/01/98
TOTAL PRO-RATA DUE	:\$ 141,795	ANNIVERSARY DATE	: 10/01/99

COVERAGE IS CONTINUOUS UNTIL CANCELLED. ANNUAL CONTRIBUTIONS ARE SUBJECT TO ADJUSTMENT EACH YEAR ON THE ANNIVERSARY DATE BASED ON UPDATED EXPOSURE INFORMATION AND CHANGES IN RATING.

Attachment
E
copy X1

DECLARATIONS OF COVERAGE

AUTOMOBILE LIABILITY		
LIMITS OF LIABILITY	: \$5,000,000	Each Occurrence
AUTO MEDICAL PAYMENT	: \$25,000	Each Person
DEDUCTIBLE	: \$1,000	Each Occurrence
ANNUAL CONTRIBUTION	: \$45,432	EFFECTIVE DATE : 10/01/98
PRO-RATA DUE	: \$45,432	ANNIVERSARY DATE: 10/01/99

AUTO PHYSICAL DAMAGE		
LIMITS OF COVERAGE	: ACV	Per Attached Schedule And Endorsements
DEDUCTIBLE PER VEHICLE:	\$1,000	Occurrence Deductible : \$10,000
ANNUAL CONTRIBUTION	: \$17,526	EFFECTIVE DATE : 10/01/98
PRO-RATA DUE	: \$17,526	ANNIVERSARY DATE: 10/01/99

AUTO CATASTROPHE		
LIMITS OF COVERAGE	: \$83,171	Total Value Per Schedule
DEDUCTIBLE	: \$10,000	Each Occurrence
ANNUAL CONTRIBUTION	: \$142	EFFECTIVE DATE : 10/01/98
PRO-RATA DUE	: \$142	ANNIVERSARY DATE: 10/01/99

TOTAL LIABILITY CONTRIBUTIONS		
TOTAL ANNUAL CONTRIBUTION	: \$63,100	EFFECTIVE DATE : 10/01/98
TOTAL PRO-RATA DUE	: \$63,100	ANNIVERSARY DATE: 10/01/99

COVERAGE IS CONTINUOUS UNTIL CANCELLED. ANNUAL CONTRIBUTIONS ARE SUBJECT TO ADJUSTMENT EACH YEAR ON THE ANNIVERSARY DATE BASED ON UPDATED EXPOSURE INFORMATION AND CHANGES IN RATING.

10/1/90

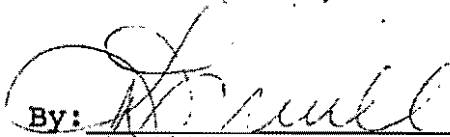
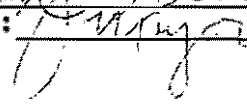
WHEREAS, on May 4, 1990, the Town of Addison, Texas, a municipal corporation, acting by and through its City Council (hereinafter the "Town") and Addison Airport of Texas, Inc., a Texas corporation (hereinafter the "Company"), executed an "Agreement of Specification and Amendment to the 'Agreement for Operation of the Addison Airport between The City of Addison, Texas and Addison Airport, Inc.'" (the "1990 Agreement"); and

WHEREAS, the Town and Company now desire to delete a provision without prejudice from such 1990 Agreement;

NOW, THEREFORE, for and in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Company agree as follows:

1. Section 1(d) of the 1990 Agreement is hereby deleted.
2. The deletion of Section 1(d) from the 1990 Agreement is without prejudice to either the Town or the Company with respect to the expiration date of the term of the Operating Agreement, as defined in the 1990 Agreement. No inference may be drawn that the deletion of Section 1(d) alters, affects, changes, modifies or in any other manner has any effect on the expiration date of the Operating Agreement as between the Town and the Company. Further, the deletion of Section 1(d) is specifically without prejudice to the right of the Company to contend that the expiration date of the Operating Agreement is December 31, 2000. The Town and Company further agree that the deletion of Section 1(d) is for the purpose of securing the written "non-object" of the FAA to the 1990 Agreement, that such deletion is not an agreement or representation by the Town or Company that the expiration date of the Operating Agreement is December 31, 1996, and that such deletion is not an agreement or representation by the Town or Company that the term of the Operating Agreement has not been previously extended.

TOWN OF ADDISON, TEXAS

By: 
 Its: 

10/1/90

ADDISON AIRPORT OF TEXAS, INC.

By: [Signature]
Its: ch of Bd

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of OCTOBER, 1990, by D. Lynn Spruiell, as MAJOR of the Town of Addison, Texas.

SUBSCRIBED AND SWORN TO BEFORE ME on this 1st day of OCTOBER, 1990.

Diana Miller
Notary Public in and for
Said County and State

DIANA MILLER
Typed or Printed Name

My Commission Expires: 6-14-92

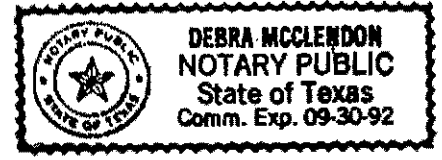
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of October, 1990, by Sam Stuart, President of Addison Airport of Texas, Inc., a Texas corporation, on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of October, 1990.

Debra McClendon
Notary Public in and for
Said County and State

Debra McClendon
Typed or Printed Name



My Commission Expires: 9/30/92

COPY

5/4/90

AGREEMENT OF SPECIFICATION AND AMENDMENT TO THE "AGREEMENT FOR
OPERATION OF THE ADDISON AIRPORT BETWEEN THE CITY OF
ADDISON, TEXAS, AND ADDISON AIRPORT, INC."

THIS AGREEMENT (hereinafter the "1990 Agreement") is by and between the TOWN OF ADDISON, TEXAS, a municipal corporation acting by and through its City Council (hereinafter the "Town") and ADDISON AIRPORT OF TEXAS, INC., a Texas Corporation (hereinafter the "Company").

WITNESSETH:

WHEREAS, the Town and Addison Airport, Inc., entered into an agreement entitled "Agreement for Operation of the Addison Airport between the City of Addison, Texas, and Addison Airport, Inc.," dated December 30, 1976, and which has been amended thereafter (said Agreement for Operation, as amended by agreements dated August 8, 1978, May 24, 1979, January 13, 1981 and April 6, 1985, but not including the 1990 Agreement, is hereafter referred to as the "Operating Agreement"); and

WHEREAS, Addison Airport, Inc., with the consent and approval of the Town, has assigned to the Company its rights, privileges, interests and obligations in the Operating Agreement, and the Town recognizes the Company as the operator of the Airport, subject to all the terms and provisions of the Operating Agreement and this 1990 Agreement; and

WHEREAS, the Town and the Company desire to specify certain terms herein for the purpose of further implementing the rights,

duties, and obligations set forth in the Operating Agreement; and

WHEREAS, the Company affirms that in operating the Airport, the Company shall maintain a high degree of service consciousness and shall operate the Airport in a manner that will enhance the Airport's image in the eyes of the Airport users and will be harmonious with the standards of the Addison community. The Company reaffirms to the Town that the Airport shall be operated for the use and benefit of the public and in a manner as would be accomplished by a reasonably prudent airport operator and in accordance with sound business practices; and

WHEREAS, the Mayor of the Town of Addison has been duly authorized and empowered to sign this 1990 Agreement on behalf of the Town;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and the mutual covenants, conditions and agreements set forth herein, the Town and the Company agree as follows:

Section 1 - Condition Precedent, Condition Subsequent, and Term

(a) This 1990 Agreement shall become effective only in the event that on or before October 1, 1990: (1) the Federal Aviation Administration ("FAA") offers and the Town accepts grant monies for the benefit of the Airport at least in the amount of \$300,000, (2) the FAA gives its written "non-object" to this 1990 Agreement, and (3) the Town and the Company agree to the contents of the plans, programs and reports listed in Section 7. If this 1990 Agreement does not become effective, neither party hereto will have any

liability to the other under this 1990 Agreement; the Operating Agreement, however, shall remain in full force and effect and nothing in the 1990 Agreement shall alter or affect the rights of either party under the Operating Agreement.

(b) Provided the condition precedent of Section 1(a) has occurred, this 1990 Agreement shall become effective on October 1, 1990. Notwithstanding any provision herein, Section 11(d) shall be effective immediately, and shall survive any termination or voiding of the 1990 Agreement.

(c) In the event that on or before June 30, 1991, the FAA does not offer and, and in its sole discretion, the Town does not accept grant monies for the benefit of the Airport at least in the amount of \$2,000,000, the Town, at its option, shall have the right, but only until October 1, 1991, to declare void or terminate this 1990 Agreement; the Operating Agreement, however, shall remain in full force and effect and nothing in the 1990 Agreement shall alter or affect the rights of either party under the Operating Agreement.

(d) If this 1990 Agreement is still in effect on October 2, 1991, the Town agrees that the expiration date of the Operating Agreement is December 31, 2000.

Section 2 - FAA Funds

(a) Section 23 of the Operating Agreement states that the Town has the right to apply for federal grant funds through the FAA. The Company reaffirms that it shall use its best efforts to

assist the Town in obtaining such funds, and shall do nothing to interfere with the Town's obtaining such FAA grant funds. Should a representative of the FAA state in writing that the Town's eligibility to receive grant funds for the Airport is limited or prevented because of any factors wholly or partially within the Company's control, the Company shall immediately take any reasonable action (other than the action of agreeing to a change in the Operating Agreement, including this 1990 Agreement) that is within its control, to eliminate the factors that limited or prevented the Town's eligibility to receive grant funds for the Airport.

(b) All funds granted to the Town by the FAA shall come directly to the Town for the Town's use at the Airport, and shall be under the control of the Town.

Section 3 - Airport Upkeep Plan and Budget

(a) "Airport" as used herein is the real property described in Exhibit "1" to the Operating Agreement and includes the two parcels of real property referred to in the Town's Pre-Application to the FAA dated April 20, 1990 and the real property described in the Judgment signed May 9, 1980 in a suit styled The City of Addison v. W. H. Laffity, in Cause No. 80-1894-d, in the County Court at Law No. 4 of Dallas County, Texas, and the real property described in the Judgment signed October 22, 1980, in a suit styled The City of Addison, Texas v. Johnnie Marshall, Morris Hayter and Georgina F. Hayter, in Cause No. 78-9944-d, in the County Court at

Law No. 4 of Dallas County, Texas.

(b) "Airport Property" is all of the real property of the Airport (including, without limitation, all improvements, appurtenances, buildings, facilities and fixtures), but excluding real property that is subleased to third parties, except for properties under lease which impose on the Company an obligation to repair or maintain. Airport Property shall include, without limitation, all runways, ramps, taxiways, lights, markings, stripings, fences, boundaries, gates, hangars, landscaping, roadways, drainage systems, and grounds.

(c) "Upkeep" means:

i. keeping and preserving the Airport Property on the Airport in existence at any given time in sound, safe, serviceable and good condition;

ii. restoring, replacing or adding to Airport Property on the Airport in existence at any given time so that any relevant portion of the Airport is brought to and remains in sound, safe, serviceable and good condition.

If any item of Upkeep included in Section 3(c)(ii) is eligible for FAA grant funds, then it shall not be included in the Airport Upkeep Plan and Budget, unless the parties agree otherwise in writing.

If the Company reasonably believes that any item of Upkeep in Section 3(c)(ii) included by the Town in the Airport Upkeep Plan and Budget in any fiscal year is eligible to be funded by the FAA,

the Company shall so state to the Town, whereupon the Town and the Company shall submit this budget item whether by pre-application or otherwise, to the FAA in order to determine the eligibility of such item for FAA funding. If the FAA does not state in writing within ninety (90) days after such submission that the item is eligible for FAA funding, the Town may include such item in the Airport Upkeep Plan and Budget. If the Company does not invoke its right to submit the question of eligibility to the FAA within one hundred eighty (180) days after the budget item is included in the Airport Upkeep Plan and Budget, the Company shall waive any right to question whether that budget item is eligible for FAA funding.

(d) "Upkeep Funds" shall be those monies that the Airport Upkeep Plan and Budget states shall be used for upkeep.

(e) Each year, on or before October 1, the Town will approve an "Airport Upkeep Plan and Budget" for the upcoming fiscal year. The Airport Upkeep Plan and Budget shall deal only with upkeep of the Airport Property. It shall not include items of Upkeep that are the obligations of a tenant under a lease, during the effective term of the lease. Except as provided in Section 3(o), the Town has the sole discretion to decide what the Airport Upkeep Plan and Budget will contain, what portion of upkeep will be included or not included in the Airport Upkeep Plan and Budget and shall have no liability to the Company for any decisions it makes as to the Airport Upkeep Plan and Budget.

(f) To assist and advise the Town, on or before ninety (90)

days before the end of the Town's fiscal year, the Company will submit in writing for the Town's consideration the Company's reasonably prudent: (1) assessment and analysis of the upkeep reasonably needed at the Airport for the following fiscal year, and (2) proposed Airport Upkeep Plan and Budget for the following fiscal year. Attached hereto as Exhibit "A" is a suitable form for the proposed Airport Upkeep Plan and Budget. The Company understands the Town will be relying on the Company's assessment, analysis, and proposed Plan and Budget.

(g) The Town may include in the Airport Upkeep Plan and Budget to whatever reasonable degree of detail is deemed advisable by the Town, (1) what upkeep is to be accomplished; (2) the timing of such; and (3) the amounts of monies to be spent for the upkeep listed. The expenditures may, in addition to the costs, fees, and expenses for upkeep of the Airport Property, include costs, fees, and expenses for equipment necessary for upkeep; salaries, wages, employee benefits and fees of employees or independent contractors hired to do upkeep (but only that portion directly attributable to upkeep); taxes, materials, supplies and insurance directly attributable to or for upkeep; and a reserve for equipment, facilities and buildings used for upkeep.

(h) The Upkeep Plan and Budget may be amended by the Town at any time during each fiscal year, with whatever additions, deletions, substitutions, or refinements are deemed desirable by the Town, including, without limitation, deletions of items for which

adoption of the Airport Upkeep Plan and Budget. The Company may propose changes or refinements to the Airport Upkeep Plan and Budget. The Town may, in its discretion, decide to adopt any or all of such proposed changes or refinements.

(i) The Company shall, upon reasonable request by the Town, consult with the Town regarding upkeep at the Airport, but in no event shall the Company or Town be required to incur any out-of-pocket costs.

(j) The Town shall provide to the Company on the first day of each month one-twelfth (1/12) of the Upkeep Funds the Town is required to fund for the Upkeep Plan and Budget.

In the event two-thirds of one monthly Fuel Flowage Fee receipts, plus \$6,250.00 (collectively referred to as "Receipts") is insufficient to fund 1/12 of the Town's portion of the Airport Upkeep Plan and Budget, the Town shall pay to Company the Receipts. Town shall pay to the Company the deficit for any month as soon as Receipts permit; provided, however, that the Town shall first pay the current month's 1/12 portion before having to pay any deficit.

Any Upkeep Funds above \$500,000 which are to be expended under the Airport Upkeep Plan and Budget shall be paid by Town to Company in twelve equal monthly installments, notwithstanding this provision with respect to inadequate Receipts. In no event shall this Section 3(j) reduce the Town's obligation to pay in full within the fiscal year, all of Town's portion of the Airport Plan and Upkeep Budget.

(k) In any given fiscal year, the Upkeep Funds shall be

provided as follows: (1) The Town shall provide the first \$100,000 of the Upkeep Funds; (2) The Town shall provide two-thirds and the Company shall provide one-third of each dollar over and above the first \$100,000 of Upkeep Funds of the next \$300,000 of Upkeep Funds up to a total of \$400,000; (3) The Town shall provide one-half and the Company shall provide one-half of each dollar over and above the first \$400,000 up to a total of \$500,000 of Upkeep Funds; (4) The Town shall provide all Upkeep Funds over \$500,000.

Commencing on October 1, 1992 and on every two-year anniversary thereafter (hereinafter the "Adjustment Date"), the amounts set forth above in the Section 3(k) shall be adjusted as follows:

(1) A comparison shall be made between the Consumer Price Index - All Items for the Dallas, Texas Metropolitan area (hereinafter the "Price Index") as it existed on October 1, 1990 and as it exists on the first day of the calendar month preceding the then applicable Adjustment Date.

(2) The amounts set forth above in Section 3(k) shall be either increased or decreased, as the case may be, by the percentage of increase or decrease in the Price Index between the October 1, 1990 and the then applicable Adjustment Date, but in no event shall such amounts ever be decreased below the amounts set forth above in Section 3(k).

(3) In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible shall be

substituted therefor.

(l) In providing its portion of the Upkeep Funds, the Town may use any federal grant funds that may be used for upkeep, as herein defined, any fuel flowage fee monies, the Town's percentage of gross receipts received from the Airport, or any other monies the Town deems appropriate.

(m) The Company agrees to implement the Airport Upkeep Plan and Budget and to expend the Upkeep Funds designated therein in accordance with the provisions thereof. The Company shall only be required to spend on upkeep the amounts set forth in the Airport Upkeep Plan and Budget. The Company agrees to implement the provisions of the Airport Upkeep Plan and Budget as would a reasonably prudent airport operator. The Company shall quarterly, i.e., January 15, April 15, July 15, and October 15, provide the Town with whatever proof the Town reasonably deems necessary to determine that the Company is complying with the provisions of the Airport Upkeep Plan and Budget, and is expending upkeep funds in accordance with the Airport Upkeep Plan and Budget. In the event that the Company fails to comply with any provisions of this Sections 3(k) or 3(m), the Town will have the following remedies, in addition to any other remedy it may have:

(1) If at any time the Company fails to provide its portion of the funds required under Section 3(k) of this 1990 Agreement, the Town may withhold from the Town's portion of the Upkeep Funds an amount equal to the funds not so provided by the

Company until the Company corrects the deficiency.

(2) If at the end of any fiscal year the Company has not spent all of the Upkeep Funds budgeted to be spent that year, the Town may withhold from its portion of the Upkeep Funds for the next fiscal year an amount equal to the Town's portion of budgeted Upkeep Funds not spent during the previous years.

(3) If the Company does not perform any portion of the Airport Upkeep Plan and Budget in the manner of a reasonably prudent airport operator, the Company shall correct any such problem at its sole expense.

(4) If the Company expends Upkeep Funds in a manner not in accordance with the Airport Upkeep Plan and Budget, the Company, at its sole expense, shall reimburse the Town in an amount equal to the amount of unauthorized expenditures.

If the Town fails to provide to the Company the funds the Town is required to fund under Section 3(k) above, the Company may, in addition to any other remedies it may have, withhold from the Company's portion of the Upkeep Funds an amount equal to the funds not so provided by the Town until the Town corrects the deficiency.

(n) If the Town decides that the Airport Upkeep Plan and Budget should be lower than \$200,000 in any given fiscal year, and agreement cannot be reached with the Company regarding same, the Town and the Company shall have the right to have such disagreement decided by an expert, such expert to be mutually agreed upon by the Town and the Company. The expert shall determine if it is

reasonable to have the Airport Upkeep Plan and Budget be lower than \$200,000 in light of the Upkeep needs of the Airport in which event the Town may lower the Airport Upkeep Plan and Budget below \$200,000, in accordance with the expert's determination. The decision of the expert shall be binding on the Town and the Company. The costs of such expert shall be borne by the losing party. This minimum amount of \$200,000 shall be adjusted for price changes in accordance with the price index procedures set forth in Section (k) above.

(o) Notwithstanding the provisions of Section 3(e), the Company, as part of its proposed Airport Upkeep Plan and Budget, shall submit those items of upkeep that it considers to be fundamental, not to exceed \$200,000 in upkeep funds (hereafter "fundamental upkeep"). This \$200,000 shall be adjusted for price changes in accordance with the price index procedures set forth in Section (k) above. The Town agrees to incorporate such fundamental upkeep into its Airport Upkeep Plan and Budget. If the Town does not agree that any or all of the proposed fundamental upkeep should be included in the Airport Upkeep Plan and Budget, then the Town may submit the decision to the expert, such expert to be mutually agreed upon by the Town and the Company. The expert shall determine if the fundamental upkeep proposed by the Company is reasonably necessary. To the extent the expert determines the fundamental upkeep is not reasonably necessary, such fundamental upkeep may be excluded from the Airport Upkeep Plan and Budget by the Town. The decision of the

expert shall be binding on the Town and the Company. The costs of such expert shall be borne by the losing party.

(p) Section 14 and the first sentence of Section 15 of the Operating Agreement are deleted and compliance with this 1990 Agreement with respect to Upkeep shall satisfy the obligation the Company would have had to repair and maintain the Airport.

(q) The Town and Company agree that the Fuel Flowage Fees shall be used exclusively for the Airport, including (1) the Town's local matching funds required for any federal, state or governmental grants to Airport; (2) Airport improvements; (3) additional upkeep funds at the Airport (whether or not eligible for FAA grant funds); (4) studies and technical reports necessary for improvements of the Airport; (5) retirement of the Town's debt relating to Airport; or (6) legal fees and costs incurred by the Town in connection with collection of Fuel Flowage Fees.

(r) The Company reaffirms that the Town has the right to spend such of the Town's monies on the Airport in furtherance of Airport purposes, as the Town may desire.

Section 4 - Upkeep of Third Party Areas and Jetport

(a) The Company shall be responsible for: (i) determining that the portion of the Airport that is under the control of third parties is maintained by such third parties in accordance with the terms and provisions of the respective third party leases, and (ii) enforcing violations of any third party leases.

(b) If the Town determines that a third party is not adhering

to the terms and provisions of the lease regarding maintenance or condition of the leased premises, then the Town may give written notice of same to the Company. The Company shall have forty-five (45) days after receipt of notice in which to make demand upon the third party to remedy such deficiency or to begin enforcement of the terms and provisions of the third party lease.

(c) If the Company fails to make demand upon the third party after notice from Town or enforce the terms and provisions of the third party leases, then the Company at its expense shall correct the deficiency.

(d) If Company makes demand on the third party to remedy the third party's deficiencies identified in the Town's written notice to the Company, and if the third party fails to correct such deficiencies and Company enforces the terms and provisions of the leases, then Company shall have no liability with respect to the third party's failure to adhere to the terms and provisions of the leases with regard to maintenance or condition of the third party's leased premises.

(e) The Town may include in the Airport Upkeep Plan and Budget up to \$25,000 per year on Upkeep of the Jetport. Unless approved by the Town, the Company shall have responsibility for all Upkeep, if any, required over and above \$25,000 per year. Nothing herein shall modify the terms and provisions of the Lease between the Town and the Company on the Jetport Property.

Section 5 - Fuel Flowage Fees

The Town shall have the sole power to set the rate for the Fuel Flowage Fee for all sellers of fuel at the Airport. The Town shall collect, solely for the benefit of the Town, the fuel flowage fees for all fuel sold on or after October 1, 1990. Upon collection of such fees by the Town, the Town shall immediately deposit the fees into a segregated account designated and controlled by the Town.

Section 6 - Financial Reporting

On or before 90 days before the end of the Town's Fiscal year, the Company shall have prepared and make available upon written request, for on-site review by the Town and the FAA, audited annual statements of revenues and expenses, sources and uses of cash, profit and loss, balance sheet, and such other financial information as required by the FAA. All such financial reporting shall be in accordance with generally accepted accounting principles.

Section 7 - Plans, Programs, & Reports

The Town and the Company will develop the following listed Plans, Programs, and Reports:

(a) Access and Security Plan. Plan will include limiting access to the Aircraft Operations Area (AOA), apprehension of trespassers, coordination with air traffic control. Duties and responsibilities of Airport Security Personnel regarding vehicular and pedestrian access to the AOA will be defined.

(b) Activity Report. Report shall include all current operational data on Airport based on: aircraft count, hangar count, tower count, large aircraft (100,000 lbs. and over) use of Airport,

and commercial aviation inquiries.

(c) Minimum Standards. Minimum Commercial Aeronautical Standards will be established for the operation of flight schools, aircraft maintenance and repair facilities, charter operations, fueling and other aviation specialty commercial uses.

(d) Emergency Plan. Plan will update and expand existing plans and agreements with the Town's Police and Fire Departments for all on and off-airport emergencies.

(e) Signage Plan. Plan will discuss locations and describe the type of signage as well as directional and informational signage.

(f) Operations Plan. Plan will describe the function of the Airport's Operations Department. Such functions shall be performed by the Company's Operations Personnel including Airport Security as Operations Coordinators. This department shall coordinate activities with FAA Air Traffic Control, Flight Standards, Airway Facilities, and Flight Service. It shall monitor tenant compliance of safe operational practices and lease conformance, coordinate with Fire Marshal to assist in the reporting of fuel handling practices and ensure overall safety of Airport operating conditions. The operations staff shall perform regular inspections of Airport facilities to coordinate maintenance activities.

(g) Maintenance Plan. Plan will describe a maintenance program for third party areas to establish reasonable standards to ensure the manner in which third party premises are to be maintained

in accordance with the terms and provisions of the ground leases. Plan will detail commonly associated pavement maintenance functions (i.e. crack sealing, hole patching, seal coating) in its scope and will establish annual review provisions to determine whether third parties are meeting their ground lease obligations.

(h) Airport Development Plan. The Company will assist the Town in devising the Town's short and long term development goals for the Airport, consistent with the Airport Master Plan approved by the Town. The Company shall maintain the plan on the Town's behalf.

Section 8 - Inspections

The Company will report to the Town the results of the findings and action, if any, taken by the Company in response to all FAA Compliance and Texas Department of Aviation inspections within thirty (30) days of any such inspection.

Section 9 - Notice

Any notice required by the Operating Agreement, as amended, may be personally delivered or sent by certified mail, return receipt requested, postage prepaid, addressed if to the Town to:

The Town of Addison
P.O. Box 144
Addison, Texas 75001
Attention: Town Manager

or to such other address and person it may direct in writing; and if to the Company, to:

Addison Airport of Texas, Inc.
4505 Claire Chennault
Dallas, Texas 75248
Attention: President

or to such other address and person as the Company may direct in writing. Notice shall be deemed completed when mailed by certified mail or upon personal delivery unless otherwise herein required.

Section 10 - Relationship of Parties

The parties agree that the Town has retained the Company as an independent contractor. Neither a partnership, nor joint venture, nor an employer/employee relationship has been created either by this 1990 Agreement or the Operating Agreement.

Section 11 - Other Considerations

(a) By seeking to enter into or by signing this 1990 Agreement, the Town and the Company do not waive any right, if any, they may respectively have pursuant to the Operating Agreement or at law or in equity, and the Town, specifically, does not waive any right, if any, it may have to enforce the matters referenced in the Town's February 15, 1990 and March 14, 1990 letters to the Company (hereinafter "The Letters").

On October 2, 1991, however, if the 1990 Agreement has become effective, and has not been terminated or voided in accordance with Section 1(c), the Town agrees to release the Company from any and all liability the Company may have to the Town for alleged noncompliance with the Operating Agreement arising from the Company's operation of the Airport up to the date the 1990 agreement is signed by both parties, and the Company agrees to release the

Town of any and all liability the Town may have, if any, to the Company for alleged noncompliance with the Operating Agreement up to the date the 1990 Agreement is signed by both parties.

If the 1990 Agreement does not become effective or has been terminated or voided in accordance with Section 1(c), then if the Town desires to assert any right it may have arising from the matters mentioned in the letters, the Town shall give written notice to the Company of such fact, and Company shall have thirty (30) days written notice to cure or remedy in accordance with the terms and provisions of the Operating Agreement.

Nothing in this Section 11(a) shall be deemed an admission of fault by either the Company or the Town.

(b) The Town and Company agree that the funds required by Paragraph "3" of the "Agreement" made and entered into on April 6, 1985 between the Town and Company, shall remain at \$300,000 through October 1, 1991, and that if this 1990 Agreement is still in effect on October 2, 1991, then Paragraph "3" of the "Agreement" shall be and is hereby terminated, effective October 2, 1991. In such event, the Company shall be entitled to the immediate return of any funds, if any, including any interest that has accrued, if any, cancellation of any Letters of Credit and the Company shall have no further obligations pursuant to Paragraph "3" of said "Agreement."

(c) Except to the extent modified by this 1990 Agreement, the Operating Agreement shall remain in full force and effect.

(d) If this Agreement is declared void or terminated or does

not become effective, then neither party may use this 1990 Agreement or any draft as an admission against the other party or in construing or interpreting the Operating Agreement. No draft of this 1990 Agreement will be used to construe or interpret this 1990 Agreement.

(e) In the event the 1990 Agreement is terminated, voided or does not become effective, the Operating Agreement shall nevertheless remain in full force and effect, and nothing in this 1990 Agreement shall alter or affect the rights of either party under the Operating Agreement.

(f) The Company reaffirms its intention to comply with Sections 7(a), 7(b), 7(d)(i), 7(d)(iv), 21 and 23 of the Operating Agreement.

(g) Nothing in this 1990 Agreement modifies paragraphs 22, 29 and 30 of the Operating Agreement.

(h) If through actions of third parties (or circumstances beyond its control), the Town must reduce the Fuel Flowage Fees, and, as a result, the Town cannot fund its portion of the first \$500,000 of the Airport Upkeep Plan and Budget from two-thirds of the Fuel Flowage Fees, then the Town may, at its option, terminate this 1990 Agreement; the Operating Agreement, however, shall remain in full force and effect and nothing in the 1990 Agreement shall alter or affect the rights of either party under the Operating Agreement.

EXECUTED this 4 day of MAY, 1990.

TOWN OF ADDISON, TEXAS

By: [Signature]
Its: Mayor

ADDISON AIRPORT OF TEXAS, INC.

By: [Signature]
Its: President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4TH day of MAY, 1990, by D. LYNN SPRULL, as Mayor of the Town of Addison, Texas.

SUBSCRIBED AND SWORN TO BEFORE ME on this 4TH day of MAY, 1990.

[Signature]
Notary Public in and for
Said County and State

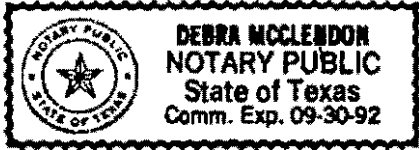
DIANA MILLER
Typed or Printed Name

My Commission Expires: 6-14-92

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of May, 1990, by Sam Stuart, President of Addison Airport of Texas, Inc., a Texas corporation, on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 4th day of May, 1990.



Debra McClendon
Notary Public in and for
Said County and State

DEBRA MCCLENDON
Typed or Printed Name

My Commission Expires: 9/30/92

53155/D

BUDGET FORM

Personal Services

Salaries

Overtime

Retirement Benefits

Group Hospital & Life Insurance

Payroll Taxes

Worker's Compensation

Training/Seminars/Education

Contract Labor

Supplies

Office Supplies/Printing Publications

Wearing Apparel

Fuel & Lubricants

Small Tools & Equipment

Structures, Facilities & Grounds

Buildings

Runways & Taxiways

Lights and Markings

Other Pavements

Hangars

Grounds Maintenance

Insurance

Other/Miscellaneous

EXHIBIT A

Equipment Maintenance Materials

Major Tools & Equipment

Motor Vehicles & Heavy Equipment

Communications

Insurance

Reserve for equipment, facilities and buildings used for upkeep

Other/Miscellaneous

Contractual Services

Rentals & Leases

Special Services (HVAC, Plumbing, Electrical, etc.)

Utilities - Electricity

Utilities - Water, Sewer, Gas

Engineering & Other Professional Services

4/6/85

AGREEMENT

THIS AGREEMENT made and entered into this the 6th day of April, 1985, by and between ADDISON AIRPORT OF TEXAS, INC. (referred to as "AATI") and TOWN OF ADDISON (referred to as "Addison").

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration and the respective undertakings of the parties hereinafter set forth, the receipt and sufficiency of which consideration are hereby acknowledged, it is agreed as follows:

1. AATI shall cause to be prepared an annual audit of its financial statements to be performed by independent certified public accountants acceptable to Addison. The financial statements shall include a statement of source and use of cash and will be maintained on AATI's premises for review and use on such premises by the City Council or their agents only upon reasonable notice to AATI. The information shall be kept confidential until disclosure is required by law. The accounting firm of Bright and Bright is acceptable to Addison at this time.

2. Annually, AATI shall deliver to Addison, within ninety (90) days from the close of each of its fiscal year, a certification of the certified public accountant firm performing the aforementioned audit that AATI is compliance with all of the financial aspects of the operating agreement.

3. AATI for each of its fiscal years ending January 31, 1986, and January 31, 1987, will expend at least One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00) per year on capital improvements and will furnish to Addison such financial information as necessary to verify such expenditures. However, if for any one (1) year AATI does not expend the aforesaid amount and to the extent that such funds were not expended, AATI will deposit the unspent portion in a restricted account which requires the joint signature of Addison and AATI. Beginning on

AATI's fiscal year ending January 31, 1988, AATI will deposit in the aforementioned restricted account the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) per year until the maximum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) is deposited in such account. Interest earned on the restricted account shall be for the benefit of AATI. Upon termination of the Operating Agreement and provided that AATI is not in default thereunder, the funds on deposit in the restricted account shall be returned to AATI. If AATI shall be in default upon termination of the Operating Agreement, Addison may use the funds on deposit in the restricted account to recover any damage, injury, expense or liability caused to Addison by such default, and the remaining funds, if any, shall be returned to AATI. The parties agree that upon the establishment of the restricted account, they will enter into an agreement to provide for the exact terms and conditions concerning the creation of the account, and restriction of withdrawal of such funds which will be limited to capital improvements and emergency repairs. AATI shall have the right to substitute surety bonds or other securities acceptable to Addison for the annual increments required. Addison will review the capital requirements provided for above if AATI can demonstrate that a reduction would be reasonable. The reserve accounts will be subject to the approval by FAA.

4. The Operating Agreement will be amended in such a way to prohibit all scheduled commercial air carriers from using the airport, if legal.

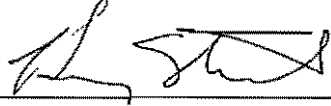
5. The City Attorney will be furnished complete information concerning the Aviall transaction in order to determine if Addison is entitled to receive any of the proceeds therefrom. The City Attorney will review documents relating to the transaction and inform the Council as to whether Addison has received its three percent (3%) share of the proceeds.

6. Addison's agreement to the settlement does not preclude the City's responsibilities and rights to enforce the Operating

Agreement.

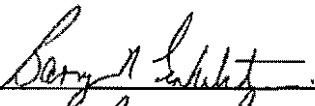
Dated as of the day and year first above written.

ADDISON AIRPORT OF TEXAS, INC.

By 

Title Belchior

TOWN OF ADDISON

By 

Title Mayor Pro-Tem

1/13/81

EXTENSION OF TERM OF AGREEMENT OF AMENDMENT
TO THE AGREEMENT FOR THE OPERATION OF ADDISON
AIRPORT BETWEEN THE CITY OF ADDISON, TEXAS,
AND ADDISON AIRPORT, INC.

THIS AGREEMENT made and entered into this 13th day of January, 1981 by and between the CITY OF ADDISON, TEXAS, a municipal corporation acting by and through its City Counsel (hereinafter the "City") and ADDISON AIRPORT OF TEXAS, INC., a Texas Corporation (hereinafter the "Company"), with an address at P. O. Box 34067, Dallas, Texas, 75234.

W I T N E S S E T H

WHEREAS, the City has acquired the principal portions of an existing airport known as Addison Airport pursuant to a Contract of Sale between the City and Addison Airport, Inc.; and

WHEREAS, the City and Addison Airport, Inc. entered into an Agreement for Operation of Addison Airport dated December 30, 1976 (the "Operating Agreement"); and

WHEREAS, Addison Airport, Inc., with the consent and approval of the City, has assigned to the Company its interests in the Operating Agreement and the City recognizes the Company as the present operator of Addison Airport, subject to all the terms and provisions of the Operating Agreement; and

WHEREAS, the Operating Agreement provides in Section 4 thereof that the term of the Operating Agreement will be one commencing on the closing of the purchase contemplated by the Contract of Sale and ending twenty years thereafter; and

WHEREAS, the closing of the purchase contemplated by the Contract of Sale occurred on December 30, 1976, so that the present expiration date of the Operating Agreement is December 30, 1996; and

WHEREAS, in order to assure the City of the availability of an experienced operator, the City and the Company

entered into an agreement dated May 24, 1979, captioned Agreement of Amendment to the Agreement for the Operation of Addison Airport between the City of Addison, Texas and Addison Airport, Inc. (the "Agreement of Amendment");

WHEREAS, the City and the Company desire to amend the Agreement of Amendment to extend the term of said agreement from two (2) years to four (4) years;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, the City and the Company have agreed, and by these presents do hereby agree, as follows:

1. Paragraph 1) Extension Period is hereby amended to read as follows:

"In the event that the Operating Agreement remains in full force and effect at the expiration date provided in Section 4 thereof and has not been terminated pursuant to the provisions of Section 30 or Section 33 thereof, or otherwise, then at such expiration date the Operating Agreement shall be automatically renewed and extended for a period of an additional four (4) years commencing with the expiration date. Such four year period is hereinafter referred to as the 'Extension Period.'"

2. All other terms, conditions and covenants of the Agreement of Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed and sealed on its behalf as of the date and year first above written.

CITY OF ADDISON, TEXAS

By: _____

MAYOR

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Redding, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 27 day of January 1981.

Jacque Sharp

Notary Public in and for
Dallas County, Texas

ADDISON AIRPORT OF TEXAS, INC.

By: ~~Henry Stuart~~ PRESIDENT

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 27 day of January, 1981.

Dorothy L. Jerrard

Notary Public in and for
Dallas County, Texas

AGREEMENT OF AMENDMENT TO THE AGREEMENT FOR
THE OPERATION OF ADDISON AIRPORT BETWEEN
THE CITY OF ADDISON, TEXAS, AND
ADDISON AIRPORT, INC.

THIS AGREEMENT made and entered into this 24th day of May, 1979 by and between the CITY OF ADDISON, TEXAS, a municipal corporation acting by and through its City Counsel (hereinafter the "City") and ADDISON AIRPORT OF TEXAS, INC., a Texas Corporation (hereinafter the "Company"), with an address at P.O. Box 34067, Dallas, Texas 75234.

W I T N E S S E T H:

WHEREAS, the City has acquired the principal portions of an existing airport known as Addison Airport pursuant to a Contract of Sale between the City and Addison Airport, Inc.; and

WHEREAS, the City and Addison Airport, Inc., entered into an Agreement for Operation of Addison Airport dated December 30, 1976 (the "Operating Agreement"); and

WHEREAS, Addison Airport, Inc., with the consent and approval of the City, has assigned to the Company its interests in the Operating Agreement and the City recognizes the Company as the present operator of Addison Airport, subject to all the terms and provisions of the Operating Agreement; and

WHEREAS, the Operating Agreement provides in Section 4 thereof that the term of the Operating Agreement will be one commencing on the closing of the purchase contemplated by the Contract of Sale and ending twenty years thereafter; and

WHEREAS, the closing of the purchase contemplated by the Contract of Sale occurred on December 30, 1976, so that the present expiration date of the Operating Agreement is December 30, 1996; and

WHEREAS, in order to assure the City the availability of an experienced operator for Addison Airport, the City and the Company desire to enter into this agreement for the purpose of extending the term of the Operating Agreement for a period of two (2) years beyond the present expiration date of the Operating Agreement, upon the new and different rental provisions applicable to such extension period provided for herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, the City and the Company have agreed, and by these presents do hereby agree, as follows:

1) Extension Period. In the event that the Operating Agreement remains in full force and effect at the expiration date provided in Section 4 thereof and has not been terminated pursuant to the provisions of Section 30 or Section 33 thereof, or otherwise, then at such expiration date the Operating Agreement shall be automatically renewed and extended for a period of an additional two (2) years commencing with the expiration date. Such two year period is hereinafter referred to as the "Extension Period."

2) Terms and Conditions During the Extension Period. The terms and conditions of the Operating Agreement during the Extension Period shall be the same as the terms and conditions in effect at the expiration date, except that during the Extension Period the Company shall pay the City as rental the larger of (i) Nine Thousand Five Hundred Eighty-Four Dollars (\$9,584.00) per month or (ii) three percent (3%) of the Company's monthly Gross Receipts, as that term is defined in Section 1 (c) of the Operating Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed and sealed on its behalf as of the date and year first above written.

CITY OF ADDISON, TEXAS

By: _____
MAYOR

Jimmy Redding

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy Redding known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 24th day of May, 1979.

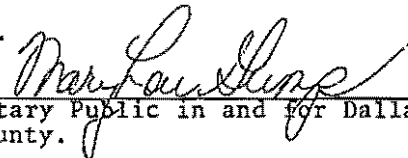
Joque Sharp
Notary Public in and for Dallas County
Texas

ADDISON AIRPORT OF TEXAS, INC.

By: 

BEFORE ME, the undersigned authority, on this day personally appeared Henry Stuart known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 24th day of May, 1979.


Notary Public in and for Dallas
County.

8/8/78

FIRST AMENDMENT TO THE AGREEMENT
FOR OPERATION OF THE ADDISON AIRPORT

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS X

THIS AGREEMENT, made and entered into the 8th day of August, 1978, by and between the City of Addison, Texas, a municipal corporation, acting by and through the City Council (hereinafter referred to as "City") and Addison Airport of Texas, Inc., a Texas corporation, hereinafter referred to as "Company") with an address at Post Office 34067, Dallas, Texas, 75234.

W I T N E S S E T H:

WHEREAS, on December 30, 1976, the City entered into an agreement for operation of the Addison Airport with Addison Airport, Inc., which said agreement is incorporated herein by reference as though set forth verbatim concerning the operation of Addison Airport; and

WHEREAS, in accordance with the provisions of said agreement, Addison Airport, Inc. has assigned all its rights, title and interest in and to said agreement to Addison Airport of Texas, Inc.; and

WHEREAS, the City and the Company are desirous of amending the Operating Agreement to allow the City to inspect certain records to verify the gross receipts; and

WHEREAS, it has been found and determined by the City in accordance with its lawful duties, that it appropriate and necessary for its public purposes and for the public to be given such rights; and

WHEREAS, the Mayor of the City of Addison has been duly authorized and empowered to execute this agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements set forth, the City and the Company hereby agree and contract as follows:

1. Section 4B, entitled Record Keeping, of the Agreement for Operation of Addison Airport between the City of Addison, Texas and Addison Airport, Inc. dated December 30, 1976, be and is hereby amended to read as follows:

The Company shall maintain in accordance with accepted accounting practice and make available to an authorized representative of the City those records and books necessary to determine "gross receipts" as defined in Section 1(c) and an annual statement prepared by an independent certified public accountant reflecting gross receipts. The Company shall permit such authorized representative of the City to inspect such books and records during ordinary business hours of the Company and at times reasonably convenient to the Company.


2. All the remaining terms, conditions, covenants and agreements contained in the Agreement for Operation of Addison Airport, dated December 30, 1976, shall remain in full force and effect and unchanged with the single exception of the amendment to Section 4B as specified in Section 1 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed as of the date first above written.

THE CITY OF ADDISON, TEXAS

By 
Mayor

ATTESTED:


Secretary

THE ADDISON AIRPORT OF TEXAS, INC.

By [Signature]
President.

ATTESTED:

Jacquie Sharp
City Secretary

THE STATE OF TEXAS X
 X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, personally appeared Jerry Redding, Mayor of the City of Addison, known to me to be person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of August, 1978.

[Signature]
Notary Public in and for
Dallas County, Texas

THE STATE OF TEXAS X
 X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, personally appeared Henry Stuart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of August, 1978.

[Signature]
Notary Public in and for
Dallas County, Texas