



**License to Operate
Seattle-Tacoma International Airport ("Airport")**

The Port of Seattle ("Port"), a municipal corporation of the State of Washington, hereby grants to _____ ("Licensee"), a _____ of the State of _____, a non-exclusive, revocable License to Operate ("License") for the purpose of providing aircraft ground handling services as defined below. The following terms apply to this License:

1. Term:

This License shall be valid for a period of one (1) year commencing _____ through _____.

2. License Fee:

- A. Upon execution of License, Licensee shall pay to the Port a non-refundable License Fee of One Thousand Dollars (\$1,000.00).
- B. Licensee shall be liable for, and shall pay throughout the terms of this License, any and all taxes payable for, or on account of, the activities conducted by Licensee pursuant to this License and/or any taxes levied on, or measured by, the fees payable hereunder, whether imposed on Licensee or on the Port.

3. Certification of Tenant Support:

Licensee must demonstrate a need for the License by providing a letter of support ("Certification of Tenant Support") from an Airport tenant holding a current Lease Agreement, or an airline Operating Permit or Signatory Agreement with the Port prior to granting of the License. The letter shall include a list of services provided, the length of the contract and/or project and, when applicable, authorization to park/store equipment in the tenant's leased area. Said Certification of Tenant Support shall be included with the application and attached to this License as Exhibit A.

4. License Area:

Those portions of the Air Operations Area ("AOA"), as defined in the Airport's Schedule of Rules & Regulations #4, designated as ground support areas for aircraft servicing. The Port shall have the right to use the License Area for whatever purpose it may desire and in accordance with the provisions of this License.

5. Permitted Uses:

Licensee's permitted uses under this License shall only be for the purpose of providing aircraft ground handling services within the AOA, including ingress, egress and movement. "Aircraft Ground Handling Services" constitute the following: loading/unloading aircraft cargo, baggage, or mail; aircraft movement and/or aircraft maintenance; interior aircraft cleaning; and aircraft water, lavatory, fueling, and deicing services. Licensee must obtain prior written approval from the Port before conducting any activity other than the uses permitted under this License. **Ground Service Equipment parking/storage is not allowed in the License area unless written authorization is obtained in the Certification of Tenant Support (see Section 3).** In the event Licensee's authorization to park/store its equipment in a tenant's leased area terminates prior to the expiration of the Term of this License, Licensee must

immediately request equipment parking/storage space from the Port and, if the Port determines that it has space available then Licensee shall enter into a month-to-month space lease and pay the current fees for equipment parking/storage space. If the Port determines space is not available for Licensee to park/store its equipment, this License shall immediately terminate, unless Licensee provides evidence that it has obtained parking/storage space from another tenant with a new Certification of Tenant Support.

6. Utilities:

Licensee shall be responsible for all utilities, if any, consumed by its equipment during the Term of this License.

7. Indemnification:

- A. The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Licensee or by others, including but not limited to all persons directly or indirectly employed by Licensee, or any agents, contractors, subcontractors, licensees, or invitees of Licensee, as a result of any condition (including existing or future defects in the License Area) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Licensee's use of the License Area and the areas adjacent thereto, or related in any way to Licensee's activities under this License. Licensee agrees to defend, indemnify, and hold and save the Port harmless from all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with any such items of actual or alleged injury or damage, except when such injury or damage is caused by the sole negligence of the Port. Licensee expressly agrees that its duty to defend and indemnify the Port includes negligent acts which are concurrent, contributory, or both by the Port, resulting in said damage or injury. However to the extent this License is construed to be subject to RCW 4.24.115, and where the injury or damage arises from the concurrent negligence of the Port and Licensee, Licensee's indemnity will only extend to its negligence.
- B. In any and all claims against the Port by an employee of Licensee, the indemnification obligation of subparagraph A of this paragraph shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for the Licensee under applicable workers' or workmen's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). LICENSEE EXPRESSLY WAIVES ANY IMMUNITY LICENSEE MIGHT HAVE HAD UNDER SUCH LAWS, AND, BY AGREEING TO ENTER INTO THIS AGREEMENT, ACKNOWLEDGES THAT THE FOREGOING WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

8. Insurance:

Licensee shall throughout the Term of this License, at its own cost and expense, procure and maintain in full force and effect insurance with respect to Licensee's business, the License Area, and all activities, on or about or in connection with the Airport or performance of this License in accordance with the Insurance Requirements, incorporated herein and attached as Exhibit B.

9. Compliance with Laws and Airport Rules and Regulations:

Licensee shall, at its sole cost and expense, use and/or operate at the Airport solely: (i) in the manner contemplated by this License, (ii) in an orderly manner so as to avoid unreasonably interfering with or

interrupting the normal business operations and quiet enjoyment of the other tenants and customers on the AOA or adjoining properties, (iii) in full compliance with all applicable federal, state, and local laws and regulations, including the Schedule of Rules and Regulations #4 for the Airport (which are posted on our website at: <http://www.portseattle.org/business/airport/index.shtml> under downloadable reports); and (iv) codes, specifically including those related to the protection of the environment and those promulgated by the Port for the general safety and convenience of its customers and the public. Further, Licensee shall obey and comply with any and all Ground Service Operational Standards (Exhibit C attached). Laws, Rules, Regulations, Codes, and Standards may be amended from time to time without notice. Licensee also shall, at its sole cost and expense, obtain any and all permits, licenses, and approvals that may be required in order to make lawful the Licensee's activities at the Airport.

10. Nondiscrimination:

Licensee agrees that it will comply with all applicable federal, state and local laws or regulations relating to the establishment of nondiscriminatory requirements in hiring and employment practices.

11. Termination:

Notwithstanding any specific term set forth in this License, the Port may terminate this License in advance of its expiration date, in its sole discretion and for any reason whatsoever, effective upon delivery of written notice to Licensee. License Fee or any portion thereof is non-refundable.

12. Assignment:

License is not assignable or transferable. Any such prohibited transfer/assignment shall result in immediate termination of License.

13. Other Obligations of Licensee:

- A. Licensee understands that failure to comply with Airport Rules and Regulations may result in violations and/or fines imposed by the Port and/or the Federal Aviation Administration ("FAA") which will be passed on to the Licensee, in addition to any enforcement action taken under the provisions of the enforcement section of the Airport Rules and Regulations.
- B. Licensee shall, at its sole expense, repair or replace, at the Port's option, all personal property of the Port that is damaged by Licensee's activities.

14. Liens and Encumbrances:

Licensee shall keep the License Area free and clear of any liens and encumbrances arising out of the Licensee's activities pursuant to this License. At the Port's request, Licensee shall furnish the Port with written proof of payment of any item, which would or might constitute the basis for such a lien on the License Area if not paid.

15. Notices:

All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Port:
Port of Seattle
Attn: Aviation Bus Dev/Properties
PO Box 68727
Seattle, WA 98168-0727

To Licensee:

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing.

16. Invalidity of Provisions:

In the event any section or sections or any part of any section of this License shall be found invalid for any reason, the remainder shall not thereby be invalidated but shall remain in full force and effect.

17. Entire Agreement.

This License sets forth all covenants, promises, agreements, conditions and understandings between the Port and Licensee concerning the License Area, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Port and Licensee other than as set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Licensee shall be binding upon the Port or Licensee unless reduced to writing and signed by both parties.

PORT OF SEATTLE

LICENSEE

By: _____
(Signature)

By: _____
(Signature)

Its: _____

Its: _____

Print: _____

Print: _____

COUNTY OF _____)
SS: _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the _____, a corporation of the State of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

Notary Public in and for the State of _____
residing at _____.

My Commission Expires: _____.

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the PORT OF SEATTLE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at _____.

My Commission Expires: _____.

EXHIBIT A
Certification of Tenant Support

EXHIBIT B
Insurance Requirements

- A. Licensee at Licensee's own expense shall procure and show evidence of the insurance which is to be kept in force for the Term of this License.
- i. Insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A Minus FSC VI" or higher.
 - ii. Licensee shall submit to the Port a Certificate of Insurance and Additional Insured Endorsements (where specified below) which shows that it has obtained the required coverage(s). Certificates of Insurance shall list each deductible or retention for each line of required insurance coverage.
 - iii. Any insurance deductible or retention that exceeds \$250,000 must be disclosed to the Port and the Port must approve in writing the deductible or retention. Any insurance deductible or retention that equals or exceeds \$ 1 Million dollars is considered a form of self-insurance which requires separate written approval from the Port. See Section "D" below.
 - iv. Coverage shall not lapse or be terminated without the Licensee's or Licensee's insurance agent or broker written notification to the Port, no less than thirty (30) days prior to any such lapse or termination. Licensee additionally agrees to notify the Port upon any material change of insurance coverage or reduction in limits
 - v. Licensee shall submit endorsements or other supporting insurance documents, including insurance binders along with the Certificate of Insurance. Licensee shall provide evidence of insurance annually up until the License is terminated.
 - vi. Insurance procured by the Licensee shall contain no exclusions or restrictions to coverage for airfield or airport operations of the Licensee.
- B. Licensee shall procure and maintain insurance in the following minimum form and limits. The limits shall not be construed as to relieve the Licensee from liability in excess of the limits. The minimum limits indicated below do not indicate that the Port has assessed the risks that may be applicable to the Licensee under this License. Licensee may meet required insurance limits through a combination of primary and umbrella or excess insurance. Excess and coverage insurance must include the specific components of the underlying required coverage identified below including contractual liability coverage. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Licensee may carry.
- i. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate. The policy shall contain supplementary payments coverage that includes policy coverage for the cost to defend and indemnify the Port as an additional insured. The insurance shall cover liability arising from License Area, operations, independent licensors, products, completed operations, medical payments, personal and advertising injury, and liability assumed under a license. The Port shall be named as an additional insured for all work arising out of Licensees operations, including "on-going" and "completed operations" using ISO Endorsement Form CG 20 26 11 85 or an equivalent endorsement approved by the Port.
 - ii. Automobile Liability Insurance. Licensee shall provide business automobile insurance for all owned, non-owned, hired, leased, borrowed, or rented vehicles, including trailers, in an amount not less than \$10,000,000 per occurrence, combined single limit for bodily injury and property damage using ISO Form CA 00 01 (or equivalent). Licensee may

provide \$5 million per occurrence, combined single limit, in lieu of the \$10,000,000 per occurrence if written documentation is provided to the Port at License commencement and annually thereafter that states the Licensee will not drive any automobile into the movement area (MA) of the airfield at the Airport as defined in the Schedule of Rules & Regulations #4.

- a. A Waiver of Subrogation on ISO Form CG 24 04 (or equivalent) shall be provided to the Port. Licensee and its insurer shall waive all rights against the Port for the recovery of damages arising from an automobile incident that result from Licensee operations as defined in this License.
 - b. If Licensee operates automobiles that carry fuel in support of ground fueling operations on the AOA, Licensee shall be responsible for complying with Federal and State financial responsibility laws as they relate to transportation, hauling, storage, and transfer of hazardous materials, including obtaining a valid MCS 90 Motor Carrier Endorsement which shall be attached to Licensee's commercial auto liability policy.
- C. Employers Liability Insurance (Washington Stop Gap Liability). The Licensee shall provide Washington State Stop Gap employers' liability insurance. This shall be in an amount of \$ 1 million per accident and \$1 million per disease using ISO CG 04 42 11 03 or equivalent. This coverage may be provided by endorsing the primary commercial general liability policy.
- D. Self-Insurance - Any Company wishing to use a program of self-insurance to meet any or all of the required general liability and/or automobile liability insurance (excluding Industrial Insurance as defined in Title 51 of the Revised Code of Washington) must receive written approval from the Port prior to executing the License. Self-insurance as applicable to this License means that the Licensee is itself or through an owned insurance captive acting as though it were the insurance company providing the liability insurance required under the License, including self-insured retentions that equal or exceed \$ 1,000,000 (One Million Dollars). The Port agrees that it will reasonably consider any request by Licensee to use a program of self-insurance to meet up to \$2,000,000 (Two Million Dollars) per occurrence of the required insurance limits. Legal costs to defend and indemnify the Port as an additional insured for claims, or alleged claims, that fall under the deductible or retention amount shall be the responsibility of Licensee or Licensee's insurance carrier. Self-insurance, including captive programs, including retentions, above \$1,000,000 (One Millions Dollars) is not acceptable without the Port's review and approval Port. The Port's review shall include Licensee's financial ability to defend and indemnify the Port for claims or allegations of claims, including defense costs that fall within the self-insured retention or deductible amount.
 - i. If Port agrees to Licensee's self-insurance program, Licensee agrees to waive any subrogation rights it may have against the Port for any and all claims it pays or is required to pay, due to loss or damage resulting from the risks for which Licensee has elected to self-insure.
 - ii. In the event that the Port permits Licensee to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Licensee shall specifically: (i) undertake the defense of any such claim, including a defense of the Port, at Licensee's sole cost and expense; and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Licensee's to self-insure.
- E. Licensee is fully responsible for providing evidence of current compliance with the Revised Code of Washington, Title 51 Industrial Insurance for Licensee and all sublicensees. Licensee shall submit a current employer liability certificate as issued by the Washington Department of

Labor and Industries that shows the status of Licensee's worker compensation account prior to commencing work on any portion of the License.

- F. Upon written request by the Port, the Licensee shall provide or otherwise make available to the Port at Licensee's expense, and within 15 days of the request, a copy of any insurance policy required under this License, including a copy of the policy declarations, binder, all endorsements, and any policy amendments.
- G. No Limitation of Liability. The limits of insurance required by this License or as carried by Licensee shall not limit the liability of Licensee nor relieve Licensee of any obligation hereunder.
- H. Waiver of Subrogation. Without affecting any other rights or remedies, Licensee (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in license or in tort) on account of any loss or damage occasioned to Licensee arising out of or incident to the perils required to be insured against within the License. Accordingly, Licensee shall cause each insurance policy required by License to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.
- I. Licensee Responsible for Deductibles and Retentions. Licensee is solely responsible for all deductibles or self-insured retentions under any required policy of insurance, including any deductibles that are triggered by claims that the Port may submit to Licensee's insurance carrier as an additional insured on any policy. This deductible responsibility extends to deductibles that are owed on any policy of insurance following termination of the License if the event or cause of loss occurred during the term of the License.

EXHIBIT C

Ground Service Operational Standards

Licensee shall faithfully observe all rules, regulations, laws, and standards affecting the operations and activities of the Airport and in accordance with all authorities having jurisdiction over such operations and activities.

1. Anyone operating or handling any aircraft, vehicle or apparatus, or using the Airport or any of its facilities shall comply with the applicable Schedule of Rules and Regulations at the Airport. (The most current document can be downloaded from the Port's website at: <http://www.portseattle.org/business/airport/index.shtml#report>)
2. The Port reserves the right to inspect the License Area at any and all times and for any reason throughout the term of License; provided that the Port shall not interfere unduly with Licensee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the License Area, and shall impose no liability upon the Port for failure to make such inspections.

3. Licensee's Operational Requirements

- a. Any third party Ground Support Providers (GSP) that performs any and/or all of the following functions supporting commercial aviation at Sea-Tac shall be placed on the IATA Safety Audit for Ground Operations (ISAGO) Registry for Seattle-Tacoma International Airport and maintain a current posting to the ISAGO registry while continuing to perform the following functions:

- Load control and/or weight and balance calculations
- Passenger handling
- Marshalling or movement of aircraft
- Loading or offloading baggage or cargo on/off of an aircraft
- Build-up or break-down of baggage and/or cargo containers/pallets

Any GSP wishing to begin providing any of the functions listed above to commercial aviation at Sea-Tac shall be given a 12 month time period from the start of providing that service, until the posting to the ISAGO registry is required.

For more information concerning the ISAGO program please visit:

<http://www.iata.org/ps/certification/isago>

- b. All GSPs shall maintain a company and individual safety and operations program. Within this program all incidents and accidents that occur at the Airport shall be reported to Airport Operations using the prescribed reporting method.

4. Licensee's Equipment:

- a. All equipment brought by Licensee onto the License Area pursuant to License shall remain the sole responsibility of Licensee. Licensee certifies that equipment brought onto the License Area will be maintained in a safe and good operating condition. As solely determined by the Port, equipment appearing to be unsafe, not in good operation condition, and/or leaking will be subject to towing, impoundment and storage charges. Equipment needing repair shall be removed from the airfield for repair.
- b. The Port accepts no liability for Licensee's equipment. When not in use, Licensee's equipment shall remain in the tenant's leased area, properly stored in an airport

approved storage location, or in Licensee's leased parking/storage area, if so authorized (see Section 5. Permitted Uses).

- c. Licensee shall store/park its equipment in a neat and orderly fashion. Licensee's equipment shall at no time, intrude on the access to, or use of, any area necessary for vehicle circulation or any other company's leased areas. Any equipment that is left in unauthorized areas or is stored in an unsafe or disorderly fashion, as determined solely by the Port, is subject to towing, impoundment and storage charges.
- d. Upon termination of the License, Licensee shall immediately remove all of its equipment from the License Area at no cost to the Port. Licensee shall repair all damages to the License Area resulting from the use or storage of its equipment.

5. Aircraft Fueling:

- a. GSPs shall have its employee supervisors complete an aviation fuel-training course in fire safety that is consistent with Federal Aviation Administration ("FAA") requirements under Part 139.21, Title 14 of the Code of Federal Regulations. The employee supervisor shall receive recurrent training at least once every 24 consecutive calendar months. If GSP hires a new employee supervisor, GSP shall ensure that he/she will successfully complete an FAA approved aviation fuel-training course within 90 days of commencing employment under GSP.
- b. All employees of GSP whose duties include fueling aircraft, accepting fuel shipments, and/or handling fuel, shall receive, at a minimum, initial on-the-job training in fire safety and recurrent training every 24 consecutive calendar months. Training shall be provided by GSP's employee supervisor who has been trained in the fuel-training course in fire safety acceptable to the FAA.
- c. GSP shall submit written certification to the Port's Aviation Fire Department that the above training standards have been met. GSP shall maintain written records of these tests. GSP's certification of training will be documented with a letter addressed to the Port.
- d. GSP shall ensure that aircraft-fueling vehicles and related equipment which are not in proper working order are immediately removed from service and shall not be returned to service until proper repairs have been made.
- e. GSP shall ensure that its fuel-servicing personnel know and understand the hazards associated with each type of fuel handled by GSP.
- f. GSPs operating motor vehicles that carry fuel in support of ground fueling operations on the AOA assume all responsibility for complying with Federal and State laws as they relate to transportation, hauling, storage, and transfer of hazardous materials, including RCW 46.48 and RCW 4.24.314. In addition, GSP shall provide a valid MCS 90 Motor Carrier Endorsement which shall be attached to GSP's commercial auto liability insurance policy. More information about insurance can be found on Exhibit B.

6. Environmental Standards:

- a. "Law or Regulation" as used herein shall mean environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Law or Regulation.

- b. Licensee shall not allow the release, spill, discharge, leak, emission, injection, escape, migration, or dumping in, on, about, from or adjacent to the License Area (including, but not limited to, storm drains, sanitary sewer system, surface waters, soils, underground waters or air) of any Hazardous Substance or other deleterious substance in any manner that could be a detriment to the License Area or in violation of the Licensee's WPCP or any Airport rule or regulation, any Port Environmental Permit, or any Environmental Law. To the extent applicable, Licensee shall make available to the Port upon request with copies of all Material Safety Data Sheets (MSDS) for all Hazardous Substances used or stored on the License Area, Licensee's USEPA Waste Generator Number and Generator Annual Dangerous Waste Reports. To the extent applicable, Licensee shall provide the Port with copies of any environmentally related regulatory permits or approvals (including revisions or renewals) and any material report or notice Licensee receives from, or provides to, any governmental unit or agency in connection with Licensee's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance in, on, about, from or adjacent to the License Area. Licensee is responsible to report any spills or emissions of Hazardous Substances to the Port and appropriate regulatory agency any spills or emissions of Hazardous Substances that are above reportable quantities as defined by applicable Environmental Laws.
- c. Violation of Environmental Law. If Licensee is in violation of any Environmental Law concerning the presence, use, handling or storage of Hazardous Substances, Licensee shall promptly take such action as is necessary to mitigate and correct the violation. If Licensee does not act in such a manner, the Port reserves the right, but not the obligation, to come onto the License Area, to act in place of the Licensee (Licensee hereby appoint the Port as its agent for such purposes) and to take such action as the Port deems necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that Licensee is in violation of any Environmental Law, or that Licensee's actions or inactions present a threat of violation or a threat of damage to the License Area, the Port reserves the right to take such corrective or mitigating action as the Port deems necessary. All reasonable and necessary costs and expenses incurred by the Port in connection with any such actions shall become immediately due and payable by Licensee upon presentation of an invoice therefore. Interest shall accrue on all unpaid sums at the default rate for the current period.
- d. Removal of Hazardous Substances. Prior to vacation of the License Area, in addition to all other requirements under this License, Licensee shall remove and clean up any Hazardous Substances stored, released, spilled, discharged, leaked, emitted, injected, escaped or dumped in, on or about, adjacent to or migrated from the License Area during the License Term and shall demonstrate that removal to the Port's reasonable satisfaction.
- e. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the Port shall be entitled to full reimbursement from Licensee whenever the Port incurs any costs resulting from Licensee's use or management of Hazardous Substances on the License Area, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-license or otherwise market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this License).
- f. In addition to all other indemnities provided in this License, Licensee agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without

limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance in the License Area, or the migration of any Hazardous Substance from the License Area to other properties or into the surrounding environment, whether:

- i. made, commenced or incurred during the Term of the License, or
- ii. made, commenced or incurred after the expiration or termination of the License if arising out of events occurring during the Term of the License.