

**22.5 No Joint Venture.** Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

**22.6 Records and Books of Account.** The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States DAF, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

**22.7 Remedies Cumulative; Failure of Government to Insist on Compliance.** The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

**22.8 Counterparts.** This Easement may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

**22.9 Personal Pronouns.** All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

**22.10 Entire Agreement.** It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

**22.11 Partial Invalidity.** If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable,