

**FIRST AMENDMENT TO THE LEASE
BETWEEN THE
CITY AND TAILWIND CRP, LLC**

**STATE OF TEXAS §
 §
COUNTY OF NUECES §**

This first amendment (“First Amendment”) to the Airport Facilities Lease and Concession Lease (“Lease”) by and between the City of Corpus Christi (“City”) and Tailwind CRP, LLC (“Lessee”).

WHEREAS, City and Lessee executed the Lease for the Lessee’s operation of a restaurant and a coffee shop concession (occupying two distinct spaces) at the Airport effective August 15, 2013, for a term of five years with one three-year renewal, with expiration of the Lease to occur August 14, 2021; and

WHEREAS, City and Lessee desire to amend the Lease to include the operation of a news and gift shop concession by Lessee in additional leased space at the Airport.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease and this First Amendment, and subject to Lessee’s compliance with the terms and conditions expressed below, City and Lessee agree as follows:

Section 1. The preamble provisions stated above are incorporated by reference into this First Amendment. All capitalized terms and phrases not defined in this First Amendment have the definitions stated in the Lease.

Section 2. Lessee, by execution of this First Amendment, is granted by a non-exclusive news and gift shop retail concession to be conducted in 999 square feet of space located post-security (referred to as the “Gift Shop”) as shown in Exhibit A-1, which exhibit is attached to this First Amendment and incorporated by reference into the Lease and this First Amendment as if set out here in its entirety. The Lease term for the Gift Shop is effective on and after October 1, 2020.

Section 3. Lessee shall provide, at Lessee’s sole cost and expense and subject to the Director of Aviation’s advance approval consistent with the language in the existing Lease, all necessary improvements, equipment, furniture, and trade fixtures to make the Gift Shop compatible with Lessee’s other leased space in the Terminal at the Airport.

Section 4. Section 3.5 of the Lease is modified to add an additional indented paragraph to read as follows:

“Gift Shop: open one hour prior to the first scheduled aircraft departure and remain open until the last scheduled aircraft departure”

Section 5. Section 5.2.1 is added to the Lease to read as follows:

“5.2.1. Notwithstanding the beginning date of the Lease and First Amendment and the term length of the renewal option that was exercised, the Lease terminates at midnight on September 30, 2021.”

Section 6. Lessee shall remit a monthly Lease payment in accordance with Section 3.1.1. equal to 12% of the Gross Revenue derived by Lessee from the sale of all retail items in the Gift Shop. The Lease payment for the Gift Shop is in conjunction with the Lease payment due from Lessee of the greater of MAG or percentage of Gross Revenue for the Premises as stated in the Lease.

Section 7. All other terms and conditions of the Lease not modified by this First Amendment remain in full force and effect.

EXECUTED IN TRIPLICATE ORIGINALS as of the dates set forth below:

CITY OF CORPUS CHRISTI

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form: _____

Elizabeth Hundley
Assistant City Attorney
on behalf of Miles Risley, City Attorney

LESSEE/LESSEE: TAILWIND CRP, LLC

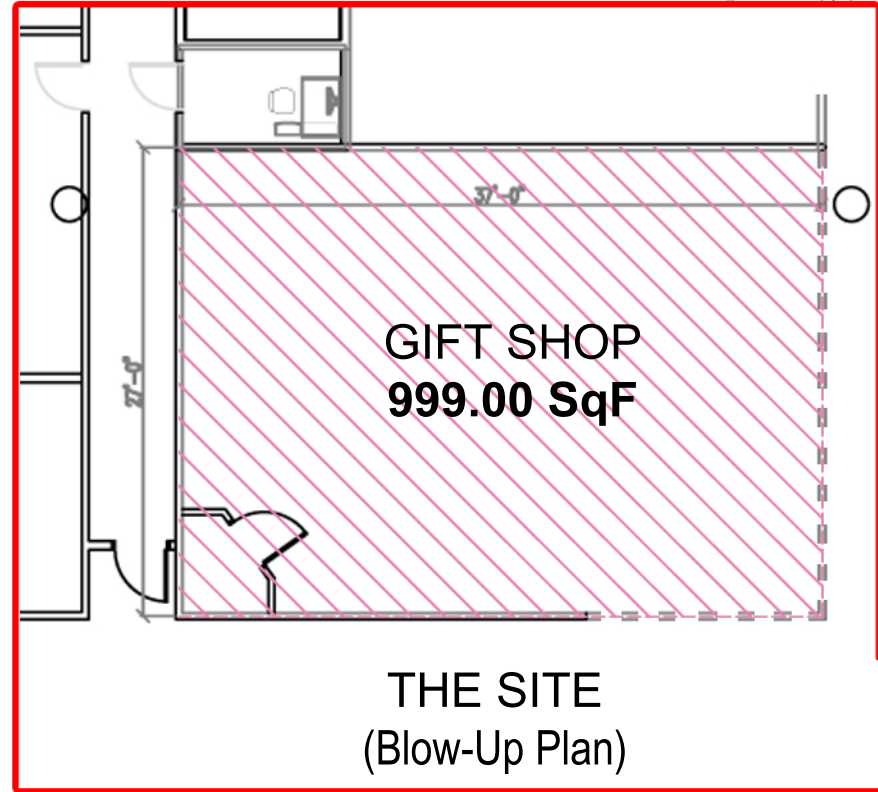
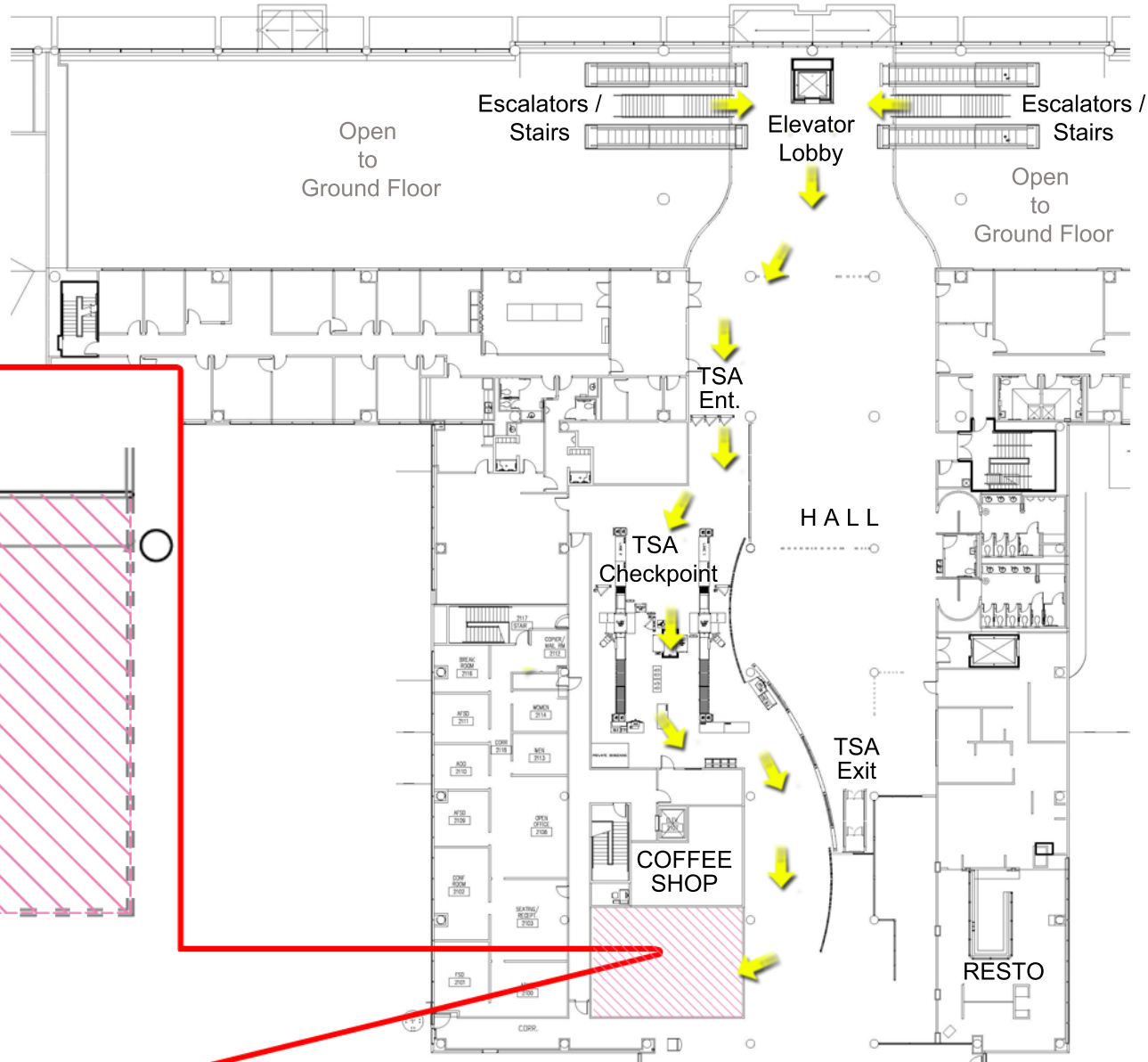
By: _____

Name: _____

Title: _____

Date: _____

Attached and Incorporated:
Exhibit A-1 Gift Shop Leased Space



SECOND FLOOR PLAN



EXHIBIT A-1

Scale:

NOT TO SCALE

Prepared by:	C BELINO Jr.
Approved by:	F SEGUNDO
Date:	08-28-2020