

LEASE AGREEMENT ALVEST EQUIPEMENT SERVICES

This lease agreement (Lease) is made between the City of Corpus Christi (City), a Texas home-rule municipal corporation, and Alvest Equipment Services (USA), LLC (Alvest), a foreign limited liability company, authorized to do business in Texas. City and Alvest sometimes will be collectively referred to as the “Parties” and in the singular “Party.”

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants contained in this Lease, the City and Alvest agree as follows:

Section 1. Premises. City leases to Alvest 96 square feet of storage area located in the West Breezeway Storage Area at 1000 International Dr., Corpus Christi, Texas. The storage area is located on the First Floor of the airport Terminal as depicted in **Exhibit A** and **Exhibit B**, attached hereto and incorporated herein by reference.

Section 2. Term. The term of the Lease is one year (12 months), effective upon final signature (Effective Date) and shall continue thereafter on a month-to-month basis, unless sooner terminated as set out herein.

Section 3. Payment. Alvest agrees to pay \$754.08 per month. All rental fees are due and payable on or before the 1st day of each month for the term of this Lease. Payment may be made by electronic funds transfer or by check to and made to the order of the City of Corpus Christi and mailed to the Accounts Receivable Division, P.O. Box 9257, Corpus Christi, TX 78469-9257, or delivered to City Hall at 1201 Leopard Street, Corpus Christi, TX 78401. Failure to submit payments by the 1st day of each month will be assessed a late fee of \$200 per occurrence.

Section 4. Purpose. The purpose of this Lease is to enable Alvest to utilize on-site storage for its business operations. Alvest may use Premises for storage for ground support equipment, including general ground support equipment (GSE) repair tools and specialized products classified by Alvest as “High Value Assets”.

Section 5. Furniture and Equipment. It is understood that City has no obligation to furnish any equipment or furnishings.

Section 6. Environmental.

(A) Alvest shall develop and create a Spill Prevention Control and Countermeasures Plan (SPCC) as required by Federal and State law, that outlines the procedures to prevent, control, and clean spills of oil or other hazardous materials.

(B) For the purposes of this Lease, “hazardous substance or material” means and refers to one or more of the following:

1. Asbestos;
2. Any substance, material or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et.seq.);
3. Any substance, material or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et. seq.);
4. Any substance, material or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. Section 6991, et. seq.); and
5. Any substance, material or waste which is reasonably considered by the City to pose an actual or potential threat to persons or property in, around, or on the Premises.

(C) Alvest shall provide a copy of the SPCC within 30 days of the Effective Date of this Lease.

Section 7. Insurance

- (A) Coverages. Lessee shall comply with the insurance requirements in Exhibit C, attached hereto and incorporated herein by reference.
- (B) Failure of Lessee. Failure of Lessee to procure and maintain in force the required insurance coverages constitutes a material breach of the Lease upon which the City may immediately terminate this Lease if Lessee does not furnish proof of the required insurance coverages to the City within 10 days of written notice to Lessee.
- (C) Insurance Coverage Adjustments. The types and amounts of insurance coverage specified in the Lease is subject to adjustment by the City's Risk Manager.

Section 8. Safety and Security.

- (A) Each of Alvest's employees needing access to a restricted area must wear a security badge while in any restricted area. Alvest will pay an issuance fee for each badge and a replacement fee for each lost security badge. The Aviation Director (Director) may also require the payment of a reasonable deposit fee for each security badge issued consistent with fees charged to other tenants at the Airport. Alvest must notify the Director immediately after any employee of Alvest who was issued a security badge is terminated or loses a badge. Alvest and Alvest's employees must comply with all City and federal security regulations and requirements.
- (B) Keys issued by the CCIA Badging Office shall remain the property of the Airport. Keys are non-transferable, and unauthorized reproduction is not permitted. Each key is coded with a unique serial number for tracking/accountability purposes.

(C) All key requests must come from the employer's signatory and must complete a key request form. Key request form must be completed with the employee signature, signatory signature, and CCIA Badging Office signature.

(D) Employers/Employees shall immediately notify the Badging Office of keys that are lost, stolen, or not returned when an employee terminates employment or transfers to a position that no longer requires the key. Keys must be immediately returned to the key issuer when access is no longer required. AOA gate keys shall be returned to the CCIA Badging Office.

Section 9. Acceptance of Premises Disclaimer.

Alvest acknowledges that it is leasing the premises "AS IS" with all faults as may exist on the Premises, and that neither City, nor any employee or agent of City has made any representations or warranties as to the condition of such premises. Alvest hereby waives any and all causes of action, claims, demands, and/or damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in this Lease. Alvest acknowledges and agrees that Alvest has been provided, to its satisfaction, the opportunity to inspect the Premises for any defects as to the suitability of such property for the purpose to which Alvest intends to use the Premises and is relying on its own inspection. Alvest acknowledges that any and all structures and improvements existing on the Premises on the Effective Date, if any, are accepted "AS IS" with any and all latent and patent defects and that there are no warranties, express or implied, by City with respect thereto. Alvest acknowledges that it is not relying upon any representation, statement, or other assertion by City with respect to any existing structures or improvements but is relying on its own examination thereof. The provisions of this section shall survive the expiration or earlier termination of this Lease.

Section 10. Indemnity.

In consideration of allowing Alvest to use the Premises, Alvest covenants to fully indemnify, defend, save, and hold harmless the City, its officers, agents, representatives and employees (collectively "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Indemnitees on account of injury or damage to person including, without limitation, premises defects, workers' compensation, and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage or loss may be incident to, arise out of, be caused by or be in any way connected with, either proximately or remotely,

wholly or in part: (1) Alvest's performance pursuant to this Lease; (2) Alvest's use of the Premises and any and all activities associated therewith pursuant to this Lease; (3) the violation by Alvest, its officers, employees, agents, or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Alvest, its officers, employees, agents, or representatives pertaining to this Lease, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the sole, contributing, or concurrent negligence of Indemnitees, and including all expenses of litigation, court costs, and attorneys' fees, which arise or are claimed to arise out of or in connection with the asserted or recovered incident.

Section 11. Relationship of Parties. This Lease establishes a landlord/tenant relationship, and none other, and this Lease must be construed conclusively in favor of that relationship. In performing this Lease, both City and Alvest will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. The employees or agents of either party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

Section 12. Sublease and Assignment. Alvest understands and agrees that Lessee shall not assign or sublease the Premises or any part thereof without obtaining the prior written consent of the City. Any attempted assignment without the prior written consent of the City renders this Lease null and void.

Section 13. Default.

(A) **Default of Alvest.** If Lessee fails to pay the rent due hereunder or fails to keep, perform or observe any other provision, term, covenant, obligation and/or condition of this Lease, City may, after 30 days written notice to Alvest, declare this Lease terminated and reenter the Premises and remove all items without legal process and without prejudice to any of its other legal rights. Alvest expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or possession of the Premises from Alvest. The City may not declare this Lease terminated if, within 30 days after notice of any default, Alvest fully cures such default. The City's failure to issue this notice is not a waiver of its right to issue such notice.

(B) **Default of City.** If City defaults in the performance of any covenant or agreement contained herein, which continues for 30 days after Alvest's written notice to the

City as set out below, then Alvest may declare this Lease terminated and may vacate said Premises and owe no further rent and have no further obligations under this Lease. This shall be Alvest's sole remedy upon City's default.

Section 14. Notice. All notices, demands, requests or replies provided for or permitted under this Lease by either party must be in writing and must be delivered by one of the following methods: (i) by personal delivery; (ii) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid; (iii) placement of notice to Lessee on the front door of the Premises. Notice by (i) and (iii) will be deemed effective upon delivery or placement; (ii) will be deemed effective two business days after deposit with the United States Postal service; and (iv) will be effective upon delivery. All these communications must only be made to the following:

Corpus Christi International Airport
Attn: Director of Aviation
1000 International Dr.
Corpus Christi, TX 78406

Notice to the Alvest shall be sent to:

Alvest Equipment Services (USA), LLC
Attn: Joline Swan
1350 E Touhy Ave. STE 200E
Des Plaines, IL 60018
Email: joline.swan@aes-gse.com

Either party may change the address to which notice is sent by using a method set out above. Alvest shall notify the City of an address change within 10 days after the address is changed.

Section 15. Surrender. Alvest acknowledges and understands that the lease of the Premises is expressly conditioned on the understanding that the Premises must be surrendered upon the expiration, termination, or cancellation of this Lease in as good a condition as received, reasonable use and wear, acts of God, fire, and flood damage or destruction where Alvest is without fault, excepted. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this Lease are payable by Lessee to City as additional rental on the next rental payment date or within 30 days written demand.

Section 16. Interpretation. This Lease will be interpreted according to the Texas laws that govern the interpretation of contracts. Sole venue lies in Nueces County, Texas where this Lease was entered into and will be performed.

Section 17. Removal of Property upon Termination. It is Alvest's responsibility to remove its personal property from the Premises prior to termination or expiration of the Lease. Alvest agrees that any personal property remaining on the Premises

after the termination or expiration of the Lease automatically becomes City property without any notice, action, or process of law for disposition by the City as City deems appropriate in City Manager's sole discretion, with no compensation to Lessee. Alvest shall be invoiced for City's costs to remove property from the Premises after termination or expiration of the Lease, and Alvest shall pay said invoice within 30 days of receipt.

Signatures on next page.

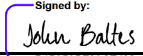
CITY OF CORPUS CHRISTI

Peter Zaroni, City Manager

APPROVED AS TO FORM: _____, 20____

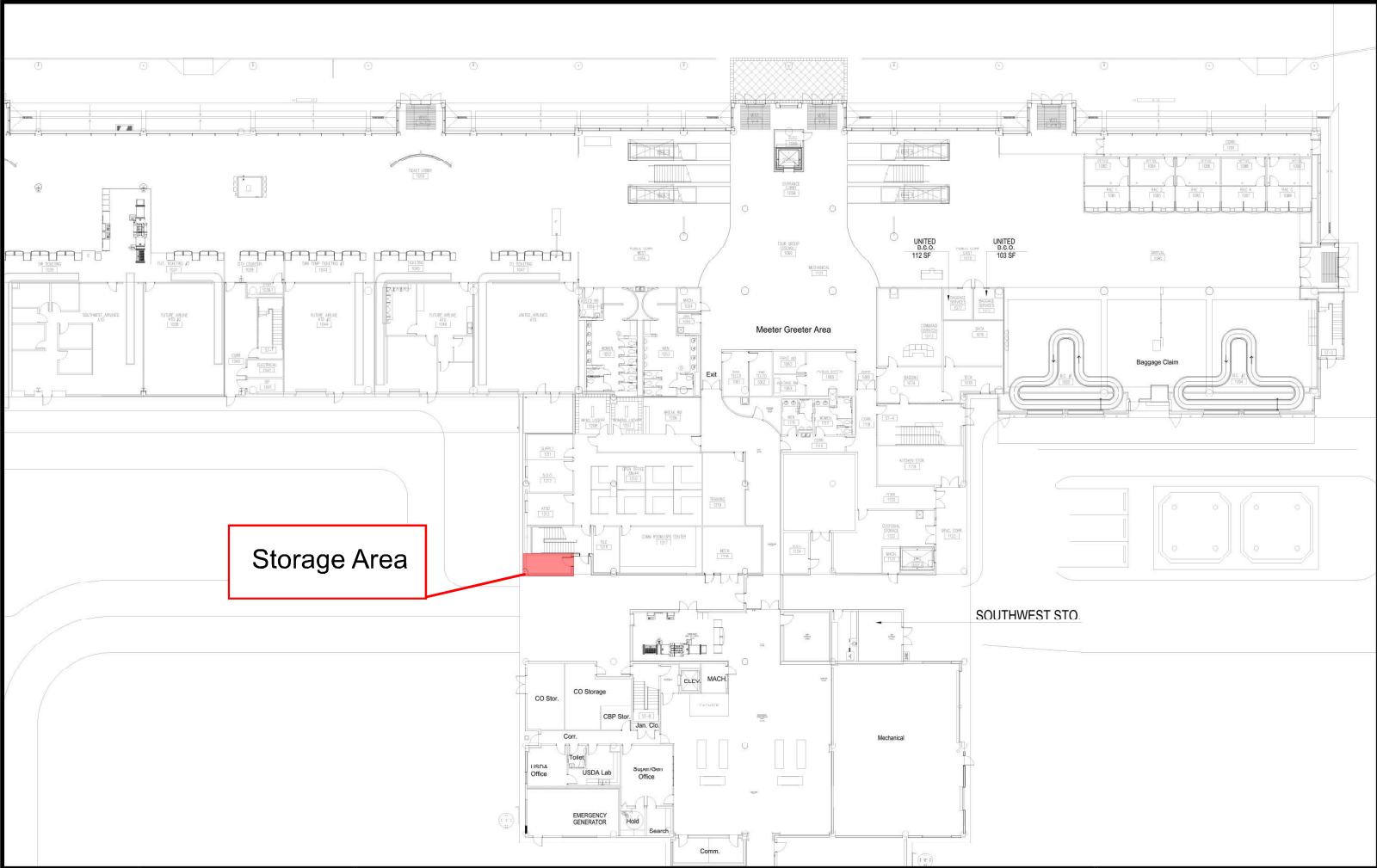
Assistant City Attorney for the City Attorney

ALVEST EQUIPMENT SERVICES (USA), LLC

Signed by:


John Baltes, CEO

EXHIBIT A



Storage Area



EXHIBIT A
WEST BREEZEWAY STORAGE AREA
1000 International Drive

Not to Scale

Prepared by:	Randy Schumann
Approved by:	Victor Gonzalez
Date:	07/16/2025

EXHIBIT B

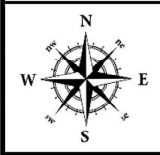
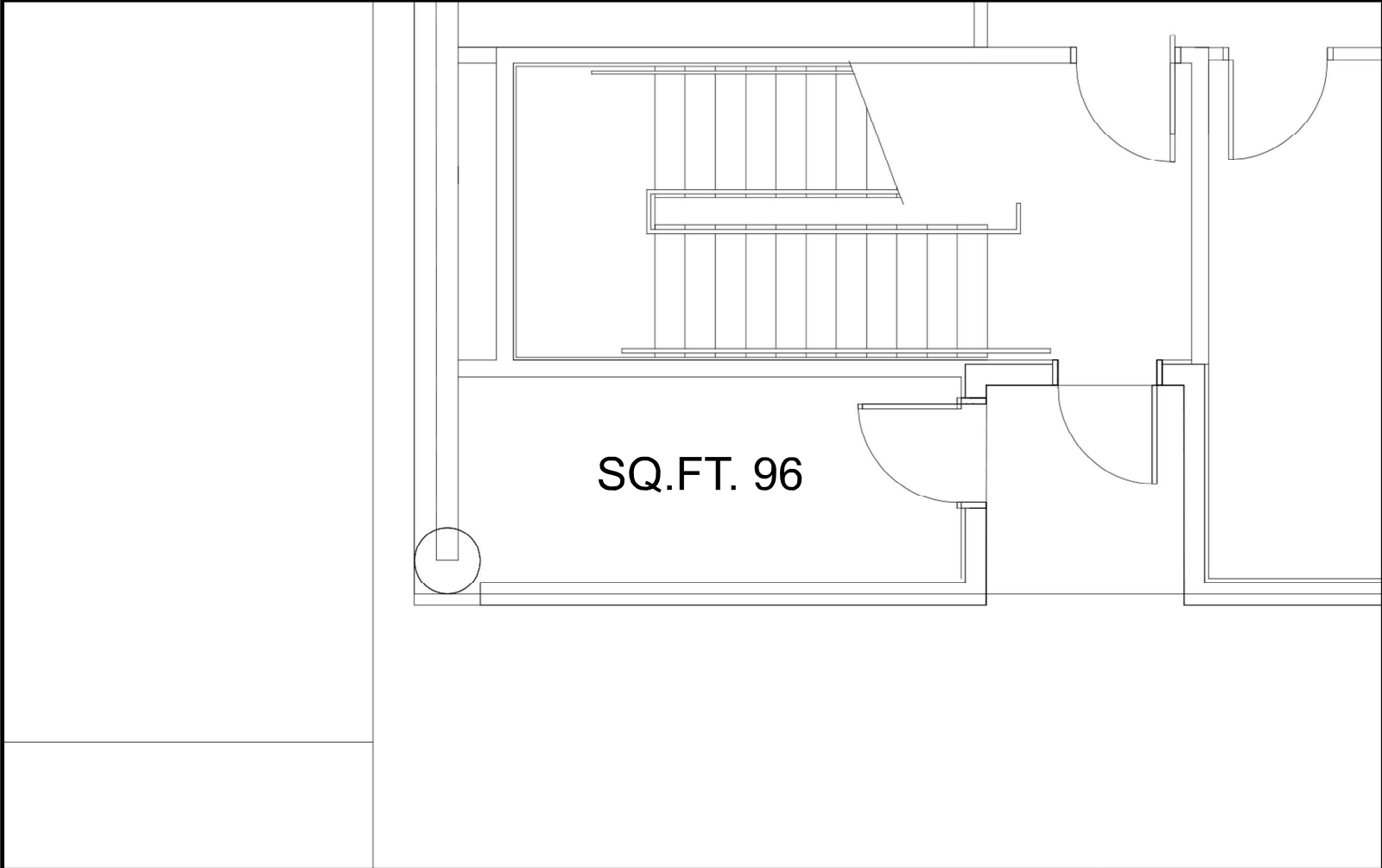


EXHIBIT B
WEST BREEZEWAY STORAGE AREA
1000 International Drive

Prepared by: Randy Schumann

Approved by: Victor Gonzalez

Date: 07/16/2025

Not to Scale

Sheet No. 2 of 2

EXHIBIT INSURANCE REQUIREMENTS

I. CONTRACTOR’S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish the City’s Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and/or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence <input type="checkbox"/> \$10,000,000 Per Occurrence <input checked="" type="checkbox"/> \$20,000,000 Per Occurrence <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$5,000,000 Combined Single Limit Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
WORKERS’ COMPENSATION EMPLOYER’S LIABILITY	Statutory \$1,000,000 /\$1,000,000 /\$1,000,000 Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
POLLUTION LEGAL LIABILITY (Including Cleanup and Remediation) Fuel Storage Tanks and Fueling or Refueling Operations.	\$2,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured. Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
PERSONAL PROPERTY INSURANCE	Contractor, at their own expense, shall be responsible for insuring all owned, leased or rented personal property. Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

Required

Not Required

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies must provide a waiver of subrogation in favor of the City; and
- Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2026 Insurance Requirements Exhibit
Aviation – Corpus Christi International Airport
Contracts for General Services Performed Onsite - Alvest Equipment Services (USA), LLC
03/17/2026 Risk Management – Legal Dept.