

**LEASE AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI
AND
BERRY CONTRACTING**

This lease agreement the ("Lease") is made by and between the **City of Corpus Christi** ("City"), acting by and through its City Manager or his designee ("City Manager"), and **Berry Contracting, L.P.** ("Lessee"), a Texas for profit corporation.

WHEREAS, the City owns the Corpus Christi International Airport ("Airport") and has authority to lease land and improvements at the Airport;

WHEREAS, the Airport is managed by the Director of Aviation ("Aviation Director");

WHEREAS, the parties desire to enter into this Lease for land and improvements, to include use of office space, hangar space, and parking spaces for the purpose of facilitating the provision of Lessee's aeronautical services; and,

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

Section 1. Premises. City leases to the Lessee the real property and existing improvements as depicted in the attached Exhibits A and B ("Premises"), such exhibits being incorporated by reference into this Lease, and physically located at 437 Pinson, Corpus Christi, Nueces County, Texas. The Premises are more particularly described as follows: approximately 2,500 square feet of office space; approximately 13,750 square feet of hangar space, approximately 2,500 square feet of storage space, approximately 30,000 square feet of apron space and approximately 10,500 square feet of parking area which is further depicted in Exhibit A (aerial photograph) and Exhibit B ("Site Plan" with Square Footage and Lease Rates) attached hereto and incorporated herein by reference.

Section 2. Term. The term of this Lease commences upon final approval by the Corpus Christi City Council and execution by the City Manager or his designee ("Effective Date") and continues for a five (5) year period from the Effective Date ("Initial Term"), This Lease will automatically renew each year on the Effective Date for up to three (3) additional twelve-month terms unless terminated by one of the parties in accordance with this Agreement.

Section 3. Use of Aircraft Ramp by Public. City-controlled ramp related uses by Lessee that are not expressly included in the Premises (defined by this Lease) shall be for public use and are subject to a ramp fee ("Ramp Fee"), as provided by the Aviation Director to Lessee. The Ramp Fee shall be set annually by the City for use of City-controlled ramp. Lessee shall remit to the City 75% of all revenues received by Lessee for use by the public of City-controlled ramp, and Lessee may retain the remaining 25% as consideration for Lessee facilitating use of the City-controlled ramp by the public. Ramp Fees are payable by Lessee monthly in accordance with the payment provisions applicable to the payment of rent, as set out in Section 4 of this Lease. The City retains the right to enter upon all ramp space at any time and take inventory of any aircraft parked on the ramp, as well as the right to audit Lessee's accounting of ramp rental activities. Lessee may not collect nor charge any fees for use of its preferential apron space by others. Lessee cannot charge any fees for use of the City-controlled ramp other than the Ramp

Fee set by the City for use of ramp space and cannot waive any fees set by the City and due for use of City-controlled ramp area without the City's advance written approval.

Section 4. Rent.

A. So long as Lessee continually uses the entire Premises solely for Lessee's aeronautical use, the annual rent for the Premises is as shown on Page 1 of Exhibit B attached hereto and incorporated herein by reference. This rental rate may be adjusted as provided in accordance with Subsection C below.

B. The initial monthly payment is due on the Effective Date of this Lease, and subsequent Lease payments are due on the 1st of each month following the expiration of the initial month of the Lease. If the first day of a month falls on a Saturday, Sunday, or City holiday, the Lease payment is due the first business day following such closure. If Lessee fails to remit the Lease payment due by close of business on the 10th of the month, a late fee of \$200 per such incident will be assessed and is payable by Lessee. Lessee may choose to pay the annual amount due for the initial term of the Lease or, upon a valid exercise, for any exercised renewal term period in advance at any time.

C. Rental rates for all Airport real properties are adjusted on a five-year cycle and based on a fair market appraisal conducted by the City. The next appraisal is scheduled to be completed on or about March 2028. The City reserves the right to adjust the rent in accordance with its adopted policy or Federal Aviation Administration ("FAA") requirements. For purposes of determining the fair market value by appraisal, the values determined by the appraiser will be final.

D. The square footage lease rate shall be adjusted annually by a 2% increase on October 1st of each fiscal year for the duration of the lease agreement.

E. Adjusted Lease rates are effective 30 days following written notice to Lessee.

F. Fees and charges for miscellaneous items and services provided by the City including, but not limited to, employee badges, shall be assessed by the City in connection with ordinary usage of Airport facilities; such fees and charges are payable monthly in accordance with the provisions regarding the payment of rent in this section.

G. All Lease payments, rentals, fees, and charges payable by Lessee to City under the terms of this Lease, whether or not expressly denominated as rent, shall constitute rent for all purposes including, but not limited to, purposes of the United States Bankruptcy Code.

Section 5. City and Lessee Representatives. The Aviation Director is the City's representative to receive all rent, notices, and reports due under this Lease. The contact person for the Lessee is James Bliss, Chief Financial Officer, or his successor.

Section 6. Use of Premises.

A. Lessee shall have the right to use and occupy the Premises solely for the operation of Lessee's aeronautical services and shall use the Premises for no other purpose without the express written consent of the Aviation Director.

B. The tenant may not store non-aeronautical equipment in space classified as hangar storage which is not incidental to the operation of aircraft.

C. Lessee may not use or occupy, permit the Premises to be used or occupied, nor do or permit anything to be done in, on, or at the Premises in a manner that would, in any way, void or make voidable any insurance then in force with respect to the Premises or operations at the same or that would make it impossible to obtain the insurance required to be furnished by Lessee under this Lease.

D. Lessee will not make any unlawful use of the Premises nor permit any unlawful use thereof and will not commit, or permit anyone else to commit, any act which is a nuisance or annoyance to the City or to adjacent property owners or tenants, or which might, in City's sole judgment, appreciably damage City's goodwill or reputation or tend to injure or depreciate the value of the Premises or any improvements located thereon.

E. City Temporary Use. Lessee acknowledges that the City reserves the right to temporarily use the Premises, at no cost to the City, as a pre-or post-emergency evacuation, storage, or operations facility if deemed necessary by the City Manager.

F. City is not required to make any expenditure nor incur any obligation or liability of any kind whatsoever in connection with the financing, construction, maintenance, or repair of the Premises.

G. Partial Destruction. If after the Effective Date of this Lease, the Premises become partially damaged due to acts of God, fire, or other casualty to the extent that Lessee cannot use that portion of the Premises for its intended purpose, then, at Lessee's option, this Lease may be suspended or terminated until the damage is repaired. If the Lease is suspended, Lessee and City will mutually agree on a time period for Lessee to repair the damages to the Premises. If the Lease is terminated, the rent will be abated from the date of the casualty, provided, however, that Lessee must use its insurance proceeds to repair or replace the damaged Premises to its condition at the time of lease execution. Any remaining insurance proceeds after all repair costs have been expended and the Premises restored will be paid to Lessee. The City Manager is the sole judge of the extent of damage to the Premises.

Section 7. Parking. Parking space is available adjacent to the office space, as shown in Exhibit B, on an exclusive basis and may be used for parking cars and other passenger motor vehicles used by the Lessee and its customers, guests, and patrons and persons or companies doing business with Lessee. Lessee acknowledges that use of the parking space shall fully comply with all of the Airport's rules and regulations for parking and vehicle usage at the Premises and adjacent parking areas and shall require users, customers, patrons, and guests of Lessee to do so as well.

Vehicular parking in the areas included in the Premises shall be restricted to parking directly related to Lessee's operations on the Premises by Lessee, its officers, employees, representatives, agents, contractors, subcontractors, invitees, guests, and suppliers. Access to vehicular parking areas within the Premises shall be coordinated through the Airport's overall parking management program.

Section 8. Signs. Lessee may install City ordinance compliant signs on the Premises at its sole cost; provided, however, that the Lessee has obtained the Aviation Director's prior written consent as to the size, type, design and location of these signs or other corporate identification, which consent shall not be unreasonably withheld or delayed.

Section 9. Right to Amend. If the FAA or its successor agency requires modifications or amendments to this Lease as a condition precedent to the granting of funds to the City for Airport improvements, Lessee agrees to consent to the modifications or amendments to the Lease as may be reasonably required, provided, however, Lessee will not be required to pay any increased rent, change the use of the Premises, or accept a relocation or reduction in size of the Premises until Lessee and Airport have fully executed an amendment to this Lease that is mutually satisfactory to both parties regarding any terms or conditions of this Lease affected by said actions of the FAA.

Section 10. Subordination to U.S./FAA Requirements. This Lease is subordinate to the provisions of any existing or future agreement between the City, acting through the Airport, and the United States of America relating to the operation or maintenance of the Airport, where the execution of said agreement(s) is required as a condition to the expenditure of federal funds for the development of the Airport. If the effect of said agreement(s) with the United States, either under this Section 9 or under Section 8 above, is to remove any or all of the Premises from the control of Airport or to substantially destroy the value of the Premises, then this Lease shall terminate immediately without any further obligation on part of City to Lessee.

Section 11. Development of Improvements.

A. Lessee shall not construct improvements upon the Premises without the prior written approval of the Aviation Director and the City's Director of Engineering Services. Where required by law, approval of the City is subject to the concurrence of the FAA. Any constructed improvements must substantially conform to the plans, specifications, and requirements approved by the City and FAA, if applicable.

B. ANY APPROVALS BY THE CITY UNDER THIS SECTION, INCLUDING, BUT NOT LIMITED TO APPROVALS OF PLANS AND SPECIFICATIONS, INSPECTION OF WORK, DESIGN, OR CONSTRUCTION ARE NOT TO BE CONSTRUED AS A REPRESENTATION WARRANTY, OR STATEMENT AS TO THE QUALITY, SOUNDNESS, OR SAFETY OF THE DESIGN AND CONSTRUCTION OF ANY OF THE IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, THE EXISTING IMPROVEMENTS) OR FACILITIES RELATED THERETO.

C. When required by the City, Lessee will furnish to the City two sets of complete plans and specifications for improvements proposed to be placed or constructed on the Premises and complete as-built plans following completion of construction. No work may be performed by Lessee or its contractors without the prior written approval of such plans by the City, acting through its Aviation Director and its Director of Engineering Services.

D. Upon termination of this Lease, ownership of any improvements constructed by Lessee on the Premises during the term of this Lease reverts to the City free and clear of all liens, claims, and other encumbrances or adverse interest in the Premises or the Improvements

located thereon.

Section 12. Lessee's Repair and Maintenance Obligations.

A. Premises. Lessee, at its own expense, shall maintain the Premises and improvements in good appearance and in a good, safe condition. Lessee shall maintain all leasehold improvements on the Premises (including, without limitation, parking lots, sidewalks, roofs, walls, partitions, floors, ceilings, windows, doors, and glass, and all furnishings, fixtures, and equipment therein). Lessee shall provide janitorial service and maintenance to keep the interior and exterior of the Premises and improvements in a clean, attractive, and sanitary condition at all times. Any landscaping must be well-maintained and kept in a neat and tidy condition by the Lessee. Lessee shall repair any and all damage caused to real and personal property of City occurring on the Premises as a result of the willful or negligent acts or omissions of Lessee, its officers, employees, agents, guests, or invitees.

B. Quality of Maintenance. It is the intent of the City and Lessee that the Premises and improvements will be repaired and maintained in a manner that shall keep the Improvements intact, in good repair, and in a condition so that said Improvements will be usable at the end of the Lease. Lessee must comply with the maintenance obligations and with all applicable governmental laws, rules, or regulations. The Aviation Director is the sole judge of the quality of Lessee's maintenance, which must be reasonable and consistent with other properties. The Aviation Director may at any time, during City's normal business hours, upon prior notice unless an emergency exists, enter upon the Premises to determine if the maintenance requirements of this Lease are being complied with by Lessee. The Aviation Director must notify Lessee in writing of any default in maintenance or repair. If the required maintenance or repair in the Aviation Director's notice to Lessee is not commenced within 10 business days after receipt of such written notice, or is not diligently prosecuted to completion, the Aviation Director may, but is not obligated to do so, enter upon the Premises and perform the subject maintenance or repair. Lessee agrees to reimburse the Airport for its cost plus a 15% administrative fee within 30 days after the Aviation Director's written demand therefore, together with copies of all paid receipts for such repairs and maintenance. Lessee will develop, within 30 days of execution of this Lease, a preventative maintenance plan regarding the improvements and provide a copy to the Aviation Director.

C. Correct Hazards. Lessee must immediately correct or cause to be corrected any hazardous or potentially hazardous condition on the Premises upon knowledge thereof, or after receipt of notice from the Aviation Director. At the Aviation Director's reasonable discretion, the operations in the Premises, or affected portion of the Premises, may be restrained or stopped until the hazardous or potentially hazardous condition is removed or corrected.

Section 13. Security. Lessee, its officers, employees, agents, contractors, and invitees must comply with all applicable federal and local security regulations, as the same may be amended. To the extent allowed by law, Lessee covenants to indemnify and hold harmless City, its officers, and employees from any charges, fines, or penalties that may be assessed or levied by the FAA or Transportation Security Administration by reason of the negligent or intentional failure of Lessee, its officers, employees, agents, contractors, or invitees to comply with security regulations, regardless of whether the fine, charge, or penalty is levied against the City or the Lessee.

Section 14. CFR Part 77 Requirements. Lessee covenants to comply with the notification and review requirements set out in Part 77 of the FAA Regulations 14 CFR Part 77, as amended, if Lessee plans to construct or modify any structure, antenna, or building located on the Premises or to be constructed on the Premises as an Improvement.

Section 15. Control of Structures. Lessee shall not erect nor permit the erection of any structure, antenna, or building, nor permit the growth of any tree on the Premises, which has its highest point above a mean sea level elevation established by FAA and the City as a height limitation on said structure, antenna, building, or object. The City may enter the Premises and remove the encroaching structure, antenna, building, or object without notice and at Lessee's expense plus an additional administrative charge of 15%.

Section 16. Aerial Approaches. The Aviation Director may take any action necessary to protect the Airport's aerial approaches against obstruction, including the right to prevent Lessee from erecting or permitting to be erected any building or structure on or adjacent to the Airport which, in the Aviation Director's opinion, would limit the usefulness of the Airport or constitute a hazard to aircraft.

Section 17. Hazardous Substances and Materials.

A. 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.

B. Lessee shall comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises and improvements including, but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the hazardous substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances, materials, or waste on or near the Premises without the Aviation Director's prior written approval and without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises. No fuel storage tanks shall be located or permitted on the Premises.

C. If Lessee determines that a threat to the environment including, but not limited to, a release, discharge, spill or deposit of a hazardous substance or regulated substance has occurred or is occurring which affects or threatens to affect the Premises or the persons, structures, equipment, or other property upon the Premises or the Airport, Lessee must immediately notify by oral report in person or by telephone, to be promptly confirmed in writing, the Aviation Director as required by law or regulation. Lessee must cooperate fully with the Aviation Director in promptly responding to, reporting, and remedying a threat to the environment including, without limitation, a release or threat of release of a hazardous or regulated substance into the drainage system, soil, ground or surface water, waters, or atmosphere in accordance with applicable law or as authorized or approved by any federal, state, or local agency having authority over environmental matters.

D. Lessee shall keep a readily accessible file of Safety Data Sheets ("SDS") for each hazardous material or substance on the Premises or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any Airport employee who responds to a report of a discharge of a hazardous substance or material on the Premises. Lessee will require any operator of the facilities on the Premises to use best efforts to determine which hazardous substance or material was accidentally discharged and ensure that the SDS sheet is available for the first responders to the Premises.

E. Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the City, acting through the Airport, from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits relating to the Premises. The rights and obligations set forth in this section shall survive the expiration or earlier termination of this Lease.

F. Lessee shall furnish to the Aviation Director, within five days of receipt by Lessee, copies of any and all notices or correspondence directed to Lessee or any other party at the Premises from any governmental entity, other entity, or person indicating a violation or possible violation of any laws, rules, or regulations including, without limitation, any law, rule, or regulation regarding hazardous materials or substances (as such term is defined in this Lease).

Section 18. Nondiscrimination/Affirmative Action.

A. Nondiscrimination-General. Lessee for itself, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Premises; (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) Lessee will cause to the best of its ability the Premises and Improvements to be in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152, Subpart E Non Discrimination in Aid Program and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended, and with other applicable state or federal laws or regulations, as amended.

B. Nondiscrimination-Business Owner. This agreement (aka Lease) is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor (Lessee) agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The concessionaire or contractor (Lessee) agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and causes those businesses to similarly include the statements in further agreements.

C. Remedy for Breach. If the Lessee is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Premises, retake possession thereof, and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

D. Affirmative Action. The Lessee will undertake any affirmative action program if required by 14 CFR Part 152, Subpart E, to ensure that the Lessee will not exclude any person from participating in any employment activity covered by 14 CFR Part 152, Subpart E, on the grounds of race, creed, color, national origin, sex, age, or disability. The Lessee will not exclude any person on these grounds from participation in or the receipt of the service or benefit of any program or activity covered by the subpart. The Lessee further understands that it will require its covered sub organizations, if any, to provide assurances to the City that they will also undertake any required affirmative action programs, if required, and require assurances from their sub-organizations, if required pursuant to 14 CFR Part 152, Subpart E. Lessee, at no expense to the City, shall comply with any applicable requirements of the Americans with Disabilities (ADA), as it may be amended, with respect to the Premises and its improvements.

Section 19. Compliance with Laws.

A. General. Lessee covenants to promptly observe, comply with and execute, and shall cause any sublessee to promptly observe, comply with and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied within any permitted cure period, may be cause for City's exercising its rights under the Lease. During any period of Lessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction, Lessee's inaction shall not be deemed a breach of this Lease.

B. Federal. Lessee shall comply and shall require any sublessee to comply with all applicable federal laws, rules, and regulations including, without limitation, the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act, and any other acts the U.S. Congress passes that apply to the uses and operations at the Premises.

C. State. Lessee shall comply with all applicable laws, rules, and regulations of the State of Texas.

D. Local. Lessee shall comply with all applicable City ordinances, and rules and regulations promulgated by the Aviation Director.

Section 20. Acceptance of Premises Disclaimer.

LESSEE ACKNOWLEDGES THAT IT IS LEASING THE PREMISES "AS IS" WITH ALL FAULTS INCLUDING, BUT NOT LIMITED TO, ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS, AND ANY OTHER HAZARDOUS MATERIALS 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. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE 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 LESSEE INTENDS TO PUT THE PREMISES AND IS RELYING ON ITS OWN INSPECTION. THIS LEASE IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD AND NOT OF RECORD APPLICABLE TO THE PREMISES.

Section 21. Fiscal Year. By execution of this Lease, Lessee acknowledges that the continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to budget approval and sufficient appropriations by the City Council for such contract item as an expenditure in the next fiscal budget. The City does not represent nor warrant to Lessee that a budget item providing for this Lease in any future fiscal budget will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each fiscal budget. In the event the Lease is not continued, the City will reimburse the Lessee the cost of improvements on a pro-rata basis.

Section 22. City's Obligations.

A. City agrees to operate the Corpus Christi International Airport as a public airport during the term of this Lease, subject to the assurances given by the City to the United States Government.

B. In exchange for Lessee's promise to maintain the Premises, the City agrees to make water and wastewater services available to the Premises property line on the same basis as it is made available to all businesses operating at the Airport. Lessee must procure and pay for all utility usage, such as gas, water, wastewater, electricity, cable, Internet, and telephone charges that are supplied to the Premises during the term of the Lease as the charges become due and payable. **IN NO EVENT WILL THE CITY BE LIABLE FOR ANY INTERRUPTION OR FAILURE IN THE SUPPLYING OF ANY UTILITIES TO THE PREMISES, INCLUDING THOSE WHICH THE CITY HAS AGREED TO FURNISH.**

C. If City causes Lessee's ingress or egress to be interrupted for more than 24 hours, the City will consider rent reduction for days of non-use.

Section 23. Insurance. Lessee must provide insurance in the amounts and types of coverages required by the City's Risk Manager or the Risk Manager's designee ("Risk Manager") as are set out in the attached Exhibit C, the content of which is incorporated into this Lease as if set out herein in its entirety. Lessee must cause certificate(s) of insurance to be provided to the Aviation Director and Risk Manager not less than 30 days prior to the annual anniversary date of the Effective Date of this Lease. The Risk Manager will annually assess the level and types of insurance required by the Lessee. The Risk Manager may increase or decrease the level or types of insurance by giving Lessee notice not less than 60 days prior to the annual anniversary date of the Effective Date of the Lease. Lessee shall have 30 days to procure the changed insurance and provide written proof of insurance to the Aviation Director and Risk Manager.

Section 24. Indemnification.

A. LESSEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, "INDEMNITEES" FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, LIENS, JUDGMENTS, FINES, PENALTIES, AWARDS, LAWSUITS, CAUSES OF ACTION, AND EXPENSES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY CLAIMS AND ALL EXPENSES OF LITIGATION (INCLUDING MEDIATION AND ARBITRATION), COURT COSTS, REASONABLE ATTORNEYS' FEES, AND EXPERT WITNESS FEES, ON ACCOUNT OF PERSONAL INJURIES (INCLUDING WORKERS' COMPENSATION AND DEATH CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF DAMAGES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS LEASE OR THE PERFORMANCE OF THIS LEASE, REGARDLESS OF WHETHER THE INJURIES, DEATH, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR PARTY. LESSEE MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM OR OUT OF ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, OR DAMAGES. THE INDEMNIFICATION OBLIGATIONS OF LESSEE UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

B. Notice of Claim or Action. Notwithstanding the above indemnifications, Lessee must give the Aviation Director and Risk Manager written notice of any accident or other matter covered under this section and forward to the Aviation Director and Risk Manager copies of every notice, demand, claim, summons, or other process communication received within 10 days of Lessee's receipt of same.

Section 25. Assignment and Sublease.

A. Lessee shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest, or grant any concession or license within the Premises without the express prior written consent of the City, such consent being within the sole discretion of the City, and any attempt to do any of the foregoing shall be void and of no effect. In the event of any such assignment or sublease, attempted assignment or sublease, or should Lessee, in any other nature of transaction, allow or attempt to allow anyone to occupy the Premises or any portion thereof, City shall upon such occurrence have the right and option to terminate and cancel this Lease effective upon 10 days written notice to Lessee given by City at any time thereafter, and City may terminate and cancel either as to the entire Premises or as to only the portion thereof which Lessee assigned, subleased, attempted to assign or sublease, or otherwise allowed some other party's occupancy. Lessee shall be liable for payment of the fair market value of rents for the portion of the Premises used without consent of the City, such fair market value to be determined by resort and review of the Airport's current property appraisal report. In the event the City elects to terminate this Lease as to the aforesaid portion of the Premises, then the rent as to the remainder of the Premises may thereafter be reduced as appropriate and as determined by the City. This prohibition against assigning, subletting, attempting to assign or sublet, and allowing or attempting to allow occupancy by another without the City's consent is to be construed to include a prohibition against any assignment, subletting, or occupancy by operation of law.

B. In any case where the City consents to a sublease of the leasehold, Lessee will remain liable for the performance of all terms, conditions, covenants, duties, and obligations of this Lease including, without limitation, the obligation to pay any and all sums required by this Lease to be paid and faithful adherence and performance of all indemnity provisions provided in this Lease.

Section 26. Termination.

A. Termination by Lessee. Without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time upon the occurrence of one or more of the following events:

1. The City's permanent abandonment of the Airport;
2. The lawful assumption by the U.S. Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or of any substantial part or parts thereof, which substantially restricts the Lessee from operating at the Premises for a minimum of 180 days; or
 - a. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises that continues

for at least 180 days; or

- b. The default by the City in the performance of any covenant or obligation to be performed by the City and such failure to remedy the default continues for a period in excess of 60 days after receipt from Lessee of written notice to remedy the same.

B. Termination by City. Without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by the City if Lessee:

1. Is in arrears in payment the rent, fees, or other charges due under the Lease for 10 business days or more;
2. Becomes insolvent, takes the benefit of any present or future insolvency statute; makes a general assignment for the benefit of creditors; files a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its Indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof; or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;
3. Has a petition filed under any part of the federal bankruptcy laws, or any action sought under any present or future insolvency law or statute, against Lessee and which is not dismissed within 30 days after the filing date;
4. Abandons the Premises ["abandon" shall mean failing to use the Premises for aeronautical activities and services as defined in current FAA Order 5190.6B *FAA Airport Compliance Manual* for a period in excess of 90 days]; or
5. Otherwise defaults in the performance of any other material covenant of this Lease and continues the default for thirty (30) days, or such other time as may be provided herein, after receipt of written notice from the Aviation Direct of the default. If the default cannot reasonably be cured within said 30 days or within any other time as set out in the notice default, Lessee shall not be deemed in default if Lessee commences the remedy process with the applicable period and thereafter diligently prosecutes the same to completion with a reasonable time period as agreed to bey the Aviation Director; otherwise, Lessee will be determined to be in default.

C. City's Right to Entry upon Termination. If the Lease is terminated, the City may enter upon the Premises. In the event of termination, the Aviation Director may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. **Excluding personal property provided at the Premises by the City which forms part of the granted use under this Lease, all personal property on the Premises except Protected Health Information (PHI) as defined by the Health Insurance Portability Accountability Act (HIPAA) is hereby subjected to a contractual landlord's lien to secure payment of delinquent rent and other sums due and unpaid under this Lease, any and all exemption laws are hereby expressly waived in**

favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given, or which may be given, to City but is in addition thereto. In the case of termination by either party, if Lessee fails to remove any of its furniture, fixtures, equipment, or other personal property from the Premises within ten (10) days following the termination of this Lease, Aviation Director may, at his option, take title to said personal property, remove the same, and sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. **To the extent allowed by law, Lessee further agrees to hold harmless and indemnify City, including its officers, agents, and employees, against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the gross negligence or willful misconduct of City or its employees.**

D. Notice of Termination. If an event of material default occurs, and after due written notice identifying the default, the defaulting party has failed to cure or failed to commence to cure, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than 10 business days after the postmarked date of the notice.

E. Improvements Revert to City. Except for the right of Lessee to remove personal property at the expiration of the Lease, ownership of all improvements placed or constructed on the Premises by Lessee revert to the City upon the expiration or earlier termination of this Lease.

Section 27. Re-delivery of Premises. Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to the City peaceably, quietly, and in as good condition as the same now are or may be hereafter improved by Lessee or City, normal use and wear excepted.

Section 28. Holdover. Any holding over by Lessee of the Premises after the expiration of this Lease will be on a month-to-month tenancy at sufferance not to exceed 18 months, at the then current monthly rent, and subject to surrender upon 30 days' prior written notice. Failure to timely surrender the Premises following written notice subjects Lessee to a monthly holdover fee of 125% of the then-current fair market rental value for the Premises.

Section 29. Notices.

A. With the exception of immediate notices to be provided to the City under the hazardous materials/substances provision of Section 17 and the indemnification provisions of Section 24 of this Lease, all notices required to be sent under this Lease are deemed sufficient if in writing and sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service with proof of delivery, or delivered in person, and as properly addressed below:

If to City: Director of Aviation
Corpus Christi International Airport
1000 International Drive

Corpus Christi, TX 78406
361-826-3232

If to Lessee: Chief Financial Officer
Berry Contracting, LLP
1414 Valero Way
Corpus Christi, Texas 78409
361-693-2100

B. Either party may change the address to which notice must be addressed under this section by providing the other party with notice of the new address under any of the methods set out in this section.

Section 30. Disclosure of Interest; Conflicts of Interest.

A. The City's Code of Ordinances, Section 2-349, as amended, requires all persons seeking to do business with the City to complete and provide a "Disclosure of Interest" form of the type attached to this Lease as Exhibit D. The content of the completed Exhibit D by Lessee is incorporated into this Lease by reference as if fully set out in this section. Lessee is obligated to provide an updated Disclosure of Interest should any information submitted in Exhibit D and incorporated into this Lease by reference change during the pendency of this Lease for approval by the City Council and prior to the City's execution of the same

B. Additionally, Lessee agrees, in compliance with Texas statutory requirements, to electronically complete and file Form 1295 "Certificate of Interested Parties" on the Texas Ethics Commission's website and to provide the certified, executed, and notarized form to the City as a condition of this Lease.

Section 31. General Provisions.

A. Mineral Rights. The City expressly reserves all water, gas, oil, and mineral rights in and under the soil beneath the Premises in which it holds an interest and reserves the right to conduct or provide for testing and removal of any such City-owned water, gas, oil, or minerals from the Premises.

B. No Waiver of Forfeiture. Any failure or neglect of the City or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

C. Force Majeure. Neither City nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations under this Lease by reason of force majeure. "Force Majeure" for the purposes of this Lease means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God to include severe inclement weather and sustained periods of rain or snow, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform and claiming the force majeure. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this

Lease and the obligation of City to deliver the Premises.

D. Rules and Regulations. City has adopted minimum operational standards ("Minimum Standards") and rules and regulations ("Rules and Regulations"), which shall govern Lessee in the use of the Premises and all common facilities, a copy of each of which has been furnished to the Lessee and are incorporated herein by reference. Lessee agrees to comply fully at all times with these governing documents. City, in its sole discretion, shall have the right to amend, modify, and alter these Minimum Standards and Rules and Regulations from time to time in a reasonable manner and may introduce other regulations as deemed necessary for the purpose of assuring the safety, welfare, convenience, and protection of property of City, Lessee, and all other tenants and customers of the Airport; provided, however, that City shall give Lessee reasonable advance notice of any such amendments, modifications, or alternations of the Minimum Standards and Rules and Regulations.

E. Venue. Venue for any action brought under this Lease lies in Nueces County, Texas, where the Lease was executed and will be performed.

F. No Third Party Benefit. No provision of this Lease creates a third party claim against the City or the Lessee beyond that which may legally exist in the absence of any such provision.

G. Permits, Licenses, and Taxes. Lessee shall procure all permits and licenses, pay all charges, fees, and taxes including, but not limited to, all payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Internal Revenue Circular E "Employer's Tax Guide," Publication 15, as it may be amended, and give all notices and respond to all communications that are necessary and incident to the due and lawful conduct of business at and occupancy of the Premises by Lessee. Lessee must provide proof of payment of any tax within 10 days after the City Manager's written request for the same.

H. Trash and Refuse. Lessee must arrange for the collection and lawful disposal of all trash and other refuse resulting from operations on the Premises; must provide and use suitable receptacles approved by the Aviation Director for all trash and other refuse generated by the use of the Premises; must prohibit the piling of boxes, barrels, or other similar items in or within view from a public area; and must pay, or cause to be paid, the costs associated with trash removal and disposal.

I. Delegation. Any obligations of the Lessee required by this Lease may be delegated to any approved sublessee by the terms of the sublease agreement between the parties, provided, however, that any such delegation shall not relieve Lessee of its liability, responsibilities, and obligations under this Lease.

J. Publication. Lessee must pay all newspaper publication costs, if any, for this Lease as required by the City Charter.

K. Incorporation of Exhibits. All exhibits referred to in this Lease are intended to be and hereby are specifically made a part of this Lease.

Exhibit A - Leased Premises (Aerial)

Exhibit B - Site Plan of Leased Premises and Rental Rates

Exhibit C - Insurance Requirements
Exhibit D - Disclosure of Interest

L. Incorporation of Required Provisions. City and Lessee incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

M. Nonexclusive Rights. It is understood and agreed that nothing herein contained shall be construed to grant to Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as amended, for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Lessee shall have the right to exclusive possession of the Premises.

N. Removal of Disabled Aircraft. Lessee shall promptly remove any disabled aircraft that is in the care, custody, or control of Lessee from any part of the Airport (other than the Premises) including, without limitation, runways, taxiways, aprons, and gate positions and place any such disabled aircraft in a storage area as may be designated by the Aviation Director. Except as to aircraft subject to bailment and/or for which Lessee is owed money from a customer, Lessee may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by City. If Lessee fails to remove any of disabled aircraft promptly, the Aviation Director may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations and Lessee agrees to reimburse City for all costs of such removal, and Lessee further hereby releases City from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by City unless caused by the negligence or recklessness of City.

O. Airport Access License/Permit. City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operational areas and to levy directly against Lessee or its suppliers a reasonable regulatory or administrative charge (to recover the cost of any such program) for issuance of such Airport access license or permit.

P. Compliance with 14 CFR Part 77. Lessee agrees to comply with the notification and review requirements covered in Part 77, Title 14, Code of Federal Regulations, FAA Regulations, in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

Q. Reservations re: Airspace and Noise. There is hereby reserved to the City, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises.

R. Inspection of Books and Records. Each party hereto, at its expense and on reasonable notice, shall have the right from time to time to inspect and copy the books, records, and other data of the other party relating to the provisions and requirements of this Lease, provided, such inspection is made during regular business hours, and such is not prohibited by the federal government.

S. Independent Contractor. Lessee is not an employee or agent of the City by

reason of this Lease or otherwise. Lessee shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, representatives, agents, contractors, and subcontractors arising from or relating to its operations or activities at the Airport or the lease of the Premises.

T. Authority of Lease. Lessee warrants and represents that it has the right, power, and legal capacity to enter into, and perform its obligations under this Lease, and no approvals or consents of any additional persons are necessary in connection with it. The execution, delivery, and performance of this Lease by the undersigned Lessee representative have been duly authorized by all necessary corporate action of Lessee, and this Lease constitutes a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.

U. Authority of the Aviation Director. The Aviation Director shall administer this Lease on behalf of City. Whenever this Lease calls for approval by the City, such approval shall be evidenced, in writing, by either the Aviation Director or by the City Manager if so required by the City's City Charter. In no event shall this language be considered a waiver by Lessee to object to decisions made by the Aviation Director which the Lessee considers to be arbitrary, capricious, or inconsistent with any express obligations to act reasonably as set forth in this Lease.

V. Consent. Unless stipulated otherwise herein, whenever the consent or approval of either party is required or authorized under this Lease, such consent or approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

W. Net Lease. It is the intent and purpose of the City and Lessee that all rent payable by Lessee shall be absolutely net to the City so that this Lease shall yield to City the entire rent specified, in each year of this Lease, free of any charges, assessments, impositions, or deductions of any kind or character which may be charged, assessed, or imposed on or against Lessee or the Premises and without abatement, deduction, or set-off by Lessee.

X. Noise Control. Lessee, for itself and each of its officers, representatives, agents, employees, contractors, subcontractors, invitees, guests, and suppliers shall not conduct any operation or activity on the Premises, or elsewhere at, in, or on the Airport in which the sound emitting therefrom is of such volume, frequency, or intensity at such time as to constitute a nuisance. The Aviation Director shall have the sole authority to determine what constitutes a nuisance under the provisions of this Lease, except those operations and activities having noise levels not in violation of federal, State, or local governmental standards shall not be deemed a nuisance.

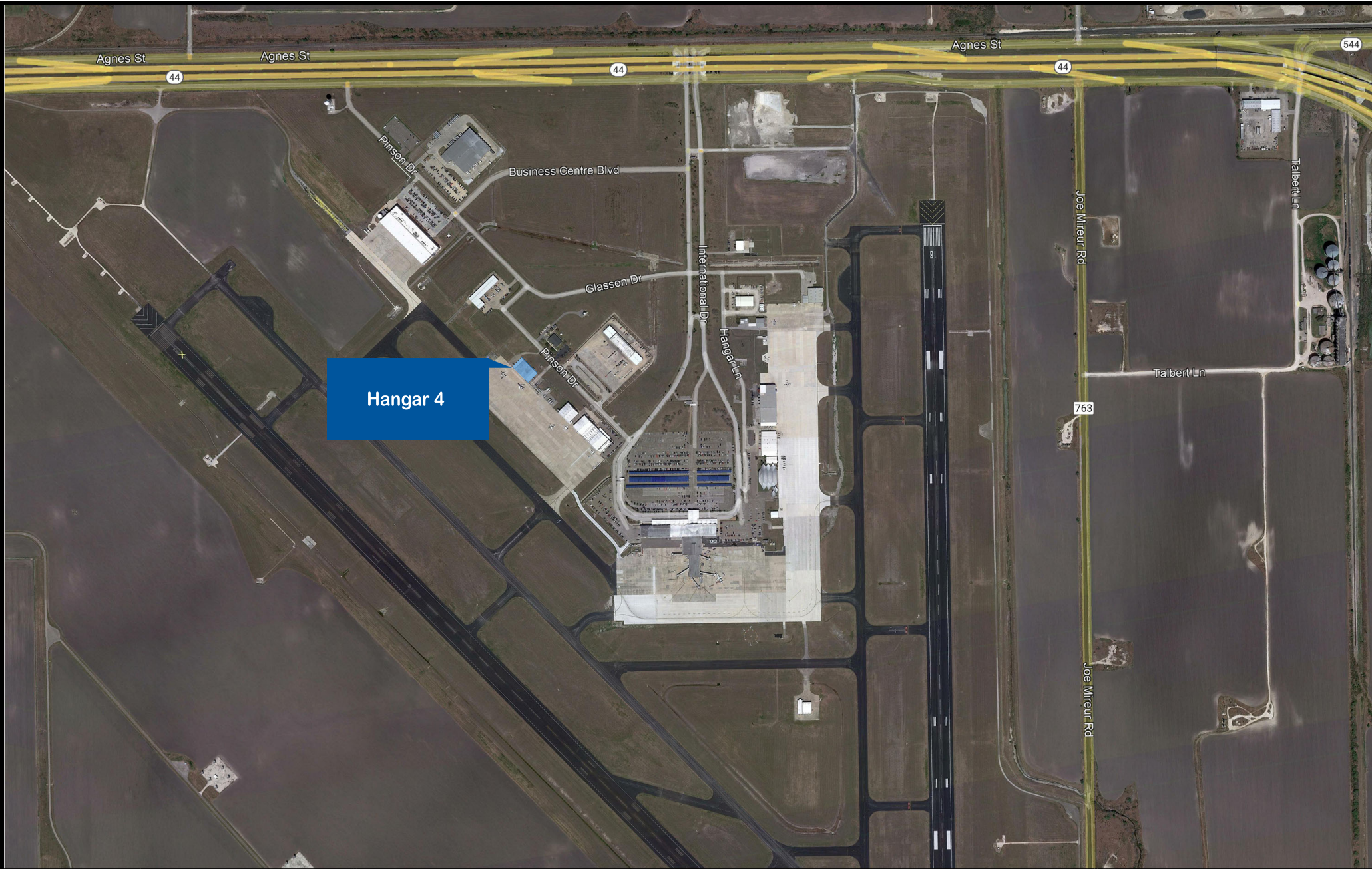
Y. Time is of the Essence. Time shall be of the essence in complying with the terms, conditions and provisions of this Lease.

Z. Utilities. The tenant is responsible for paying all utility bills and deposits associated with the Leased Premises.

ARTICLE 32. ENTIRE AGREEMENT

This Lease comprises the final and entire understanding and agreement, including all terms and conditions included herein, between the parties hereto and supersedes all other agreements, oral or otherwise, regarding the subject matter hereof, none of which shall hereafter be deemed to exist or to bind the parties hereto. The parties intend that neither shall be bound by any term, condition or representation not herein written.

(EXECUTION PAGE FOLLOWS)



Hangar 4

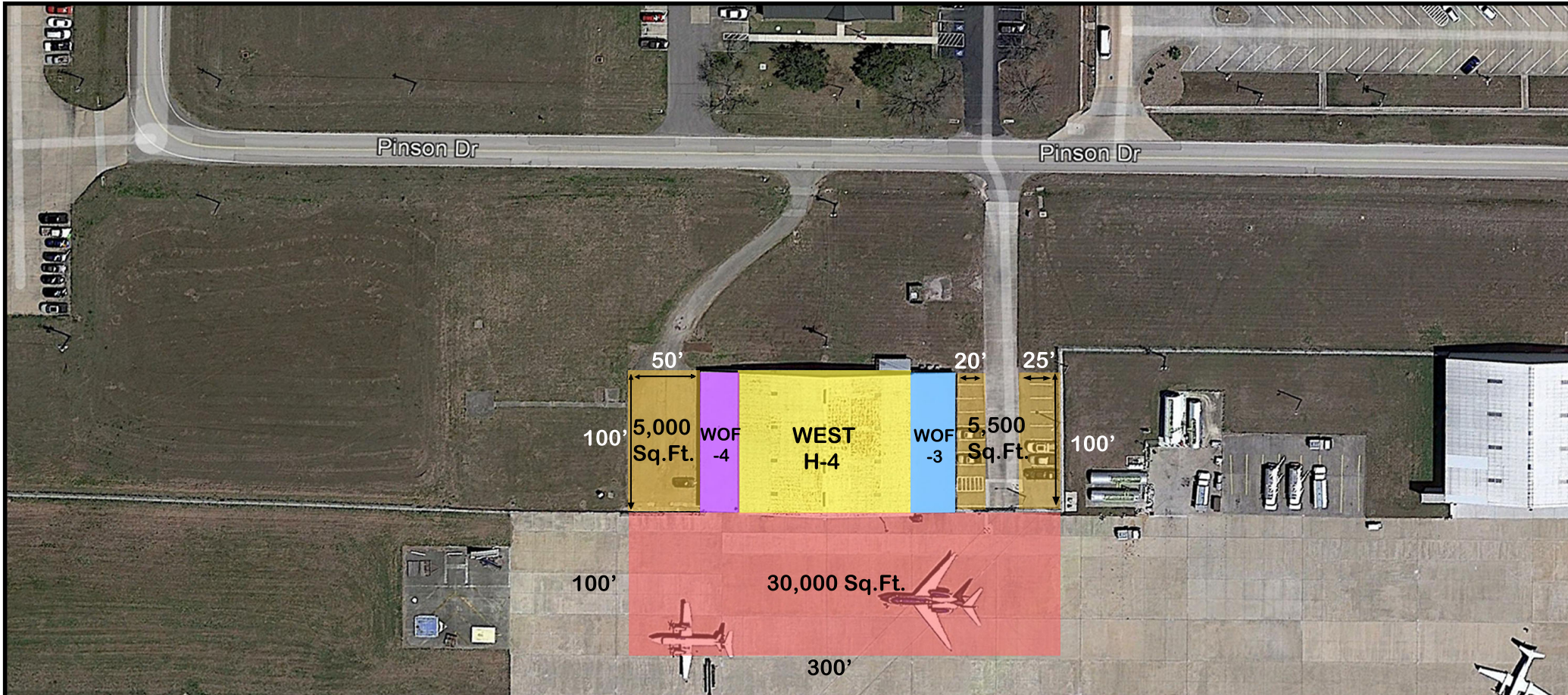


EXHIBIT A
BERRY CONTRACTING L.P. SITE PLAN
 437 Pinson Drive

Not to Scale

Sheet No. 1 of 1

Prepared by:	Randy Schumann
Approved by:	Tyler Miller
Date:	05/30/2023



LEGEND		
■	Apron	30,000 Sq.Ft.
■	Hangar 4	13,750 Sq.Ft.
■	Office	2,500 Sq.Ft.
■	Storage	2,500 Sq.Ft.
■	Vehicle Area	10,500 Sq.Ft.

Category	Square Feet	Annual Market Rent Per Sq Ft	Monthly Rent	Annual Rent
Apron	30,000	\$ 0.60	\$ 1,500.00	\$ 18,000.00
Hangar (WGA H-4)	13,750	\$ 1.95	\$ 2,234.38	\$ 26,812.50
Office Associated with Hangar (WGA OF-3)	2,500	\$ 6.20	\$ 1,291.67	\$ 15,500.00
Storage Associated with Hangar (WGA OF-4)	2,500	\$ 3.00	\$ 625.00	\$ 7,500.00
Vehicle Area	10,500	\$ 0.50	\$ 437.50	\$ 5,250.00
Totals	59,250		\$ 6,088.54	\$ 73,062.50

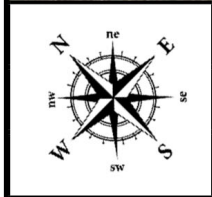


EXHIBIT B
BERRY CONTRACTING L.P. LEASED PREMISES
 437 Pinson Drive

Not to Scale

Sheet No. 1 of 2

Prepared by: Randy Schumann

Approved by: Tyler Miller

Date: 05/30/2023

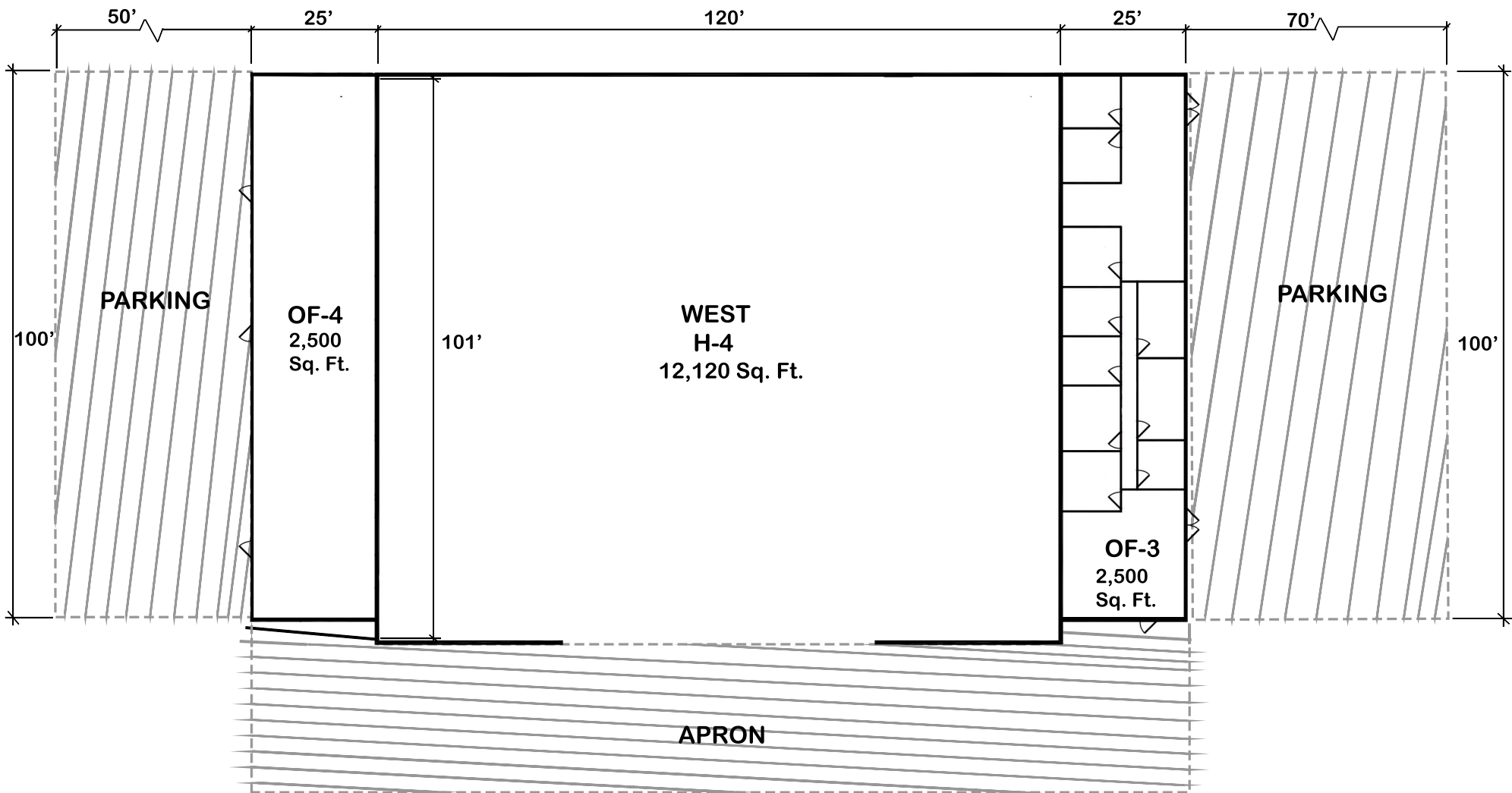


EXHIBIT B
BERRY CONTRACTING L.P. LEASED PREMISES
437 Pinson Drive

Not to Scale

Sheet No. 2 of 2

Prepared by: Randy Schumann

Approved by: Tyler Miller

Date: 05/30/2023

**EXHIBIT C
INSURANCE REQUIREMENTS**

I. LESSEE’S LIABILITY INSURANCE

- A. Lessee (Berry Contracting, L.P.) must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to 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 checked="" type="checkbox"/> \$10,000,000 Per Occurrence <input 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"/>
HANGARKEEPERS LIABILITY Repair, taxiing or towing of aircraft, or in any way having care, custody or control of third-party aircraft.	\$2,000,000 Per Occurrence \$2,000,000 Per Aircraft Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
AIRCRAFT LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased Bodily Injury and Property Damage Including Passengers, Caused by Operations of Aircraft. In Air and On Ground. Commercial Self-Fueling.	\$1,000,000 Per Occurrence <input checked="" type="checkbox"/> \$10,000,000 Per Occurrence <input type="checkbox"/> \$20,000,000 Per Occurrence <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>

<p>AIRPORT LIABILITY INSURANCE (FBO's) Including products and completed operations, property damage, bodily injury, and owned and non-owned aircraft coverage.</p>	<p>\$10,000,000 Per Occurrence</p> <p>Required <input type="checkbox"/> Not Required <input checked="" type="checkbox"/></p>
<p>CRIME/EMPLOYEE DISHONESTY Lessee shall name the City of Corpus Christi, Texas as Loss Payee</p> <p>(Insurance Limit Subject to Change Based on Risk Review of Actual Receipts)</p>	<p>\$25,000 Per Occurrence</p> <p>Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/></p>
<p>POLLUTION LEGAL LIABILITY (Including Cleanup and Remediation) Fuel Storage Tanks and Fueling or Refueling Operations.</p>	<p>\$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.</p> <p>Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/></p>
<p>PERSONAL PROPERTY INSURANCE</p>	<p>Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.</p> <p>Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/></p>
<p>PROPERTY INSURANCE Lessee shall maintain property coverage on an "ALL RISK OF PHYSICAL LOSS" form for 100% of the value of all improvements leased from the City. Coverage shall include fire, wind, hail, theft, vandalism, and malicious mischief. Coverage shall be written on a replacement cost basis. Lessee shall name the City of Corpus Christi, Texas as Loss Payee.</p>	<p>\$1,000,000 Per Occurrence</p> <p>Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/></p>
<p><i>Subcontractors</i> Lessee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Lessee 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.</p> <p>Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/></p>	

C. In the event of accidents of any kind related to this agreement, Lessee 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, Lessee 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 Lessee will be promptly met.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Lessee'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. Lessee 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. Lessee 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. Lessee 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, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee'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 Lessee'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 Lessee to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.

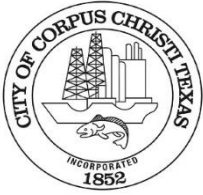
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Lessee's 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.

2023 Insurance Requirements

Ins. Req. Exhibit - Aviation

Contracts for General Services Performed Onsite – Berry Contracting, L.P.

05/03/2023 Risk Management – Legal Dept.



ATTACHMENT D: DISCLOSURE OF INTEREST FORM

**CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST**

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements,

COMPANY NAME: _____

P. O. BOX: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ -

FIRM IS: 1. Corporation 2.Partnership 3.Sole Owner
 4. Association 5.Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows which the requested action will confer an economic benefit on any City official or employee which is distinguishable from the effect which the action will have on members of the public in general or a substantial segment thereof, you must disclose which fact in a signed writing to the City official, employee or body which has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure must also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify which all information provided is true and correct as of the date of this statement, which I have not knowingly withheld disclosure of any information requested; and which supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____

Signature of
Certifying Person: _____ Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action which is likely to affect an economic interest if it is likely to have an effect on which interest which is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.