

**AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT**

**Corpus Christi International Airport**

**Corpus Christi, Texas**

**And**

**Tailwind CRP, LLC**

**August 15, 2013**

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**AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT  
CORPUS CHRISTI INTERNATIONAL AIRPORT**

This Lease and Concession Agreement is made effective as of August 15, 2013, between the City of Corpus Christi, a Texas home-rule municipal corporation (“City”), and Tailwind CRP, LLC, a Delaware Limited Liability Company, having a principal address of 1740 Airport Boulevard, Suite 16, Wilmington, NC 28405 (“Lessee”).

**RECITALS**

The parties recite and declare that:

A. The City is the owner and operator of the Corpus Christi International Airport (“Airport”) in Nueces County, Corpus Christi, Texas; and

B. The provision of high quality and reasonably priced food and beverage services at the Airport are desirable for the proper accommodation of passengers arriving at and departing from the Airport, as well as employees and visitors; and

C. The City desires to make such services available at the Airport, and Lessee is qualified and able to perform such services under the terms of this Lease and Concession Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein, the City grants Lessee the rights set forth herein, subject to the terms and conditions set forth below, with which Lessee agrees to comply.

**I. DEFINITIONS**

As used in this Lease and Concession Agreement, defined words and terms shall have the following meanings:

1.1 “Airport” is the Corpus Christi International Airport located in Corpus Christi, Texas.

1.2 “Director of Aviation” means the Director of the Airport as may be designated by the City of Corpus Christi, or his or her designee.

1.3 “Terminal” is the Passenger Terminal Building at the Airport, as it now exists or may hereafter be modified or expanded.

1.4 “Lease” is this Airport Facilities Lease and Concession Agreement.

1.5 “Liquor License” shall mean a retail liquor license owned and held by Lessee, for the service of beer, wine and liquor in designated locations of the Premises.

1.6 “Premises” consists of exclusive-use space leased to Lessee as described in Exhibit A attached hereto.

1.7 “Gross Revenue” is the total amount of the actual sales price, whether wholly or partly for cash or on credit, of all sales of food, alcoholic and non-alcoholic beverages, merchandise and services and all other receipts of all business conducted in whole or part on or from the Airport; including all orders taken in or from the Premises, although said orders may be filled elsewhere; catering of aircraft at the Airport, regardless of where the food, beverages or merchandise are prepared or obtained; and sales by any authorized sublessee, sub-concessionaire or subcontractor in or from the Premises, and all without credit to Lessee for uncollected or uncollectible credit accounts. Each sale upon credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Lessee shall receive payment, whether full or partial, from its customer. There shall be excluded from gross revenue:

1.7.1 Any sums collected and paid out for any sales or other tax based on the sale of food, beverages and/or merchandise and required by law, whether now or hereafter in force, to be paid by Lessee or collected from its customers, to the extent that such taxes have been added to and included in the gross sales price, provided however, that any rentals due under this Lease shall not be considered a tax and shall not be added to the approved price of any items sold or to any customer's bill for the sale of such items;

1.7.2 Sales for which the food or beverages are later returned, to the extent of any refund or credit is given;

1.7.3 The entire amount of sales of food and non-alcoholic beverages to persons employed on the Airport, for which Lessee has granted and adequately documented a discount of Fifteen percent (15%) from the authorized price.

## **II. USE OF AIRPORT FACILITIES**

2.1 Operational Rights. Subject to the terms and conditions of this Lease, Lessee is granted the non-exclusive right to conduct and operate a food and beverage concession at the Airport in the Premises identified in this Agreement.

2.1.1 Lessee shall have the right to sell to the public in the Terminal, and to cater elsewhere on the Airport, the approved menu items identified on the attached Exhibit B, as may be amended from time to time upon request of Lessee and approval of the City, and such other or substitute or additional food and beverage items as may hereafter be approved by the City or its designee pursuant to Lease section 2.1.2.

2.1.2 Lessee shall sell permitted items only at the prices listed on the attached Exhibit B, as may be amended from time to time upon request of Lessee and approval of the Director of Aviation. Lessee shall make no changes to the price of any item on Exhibit B without first obtaining the prior written approval of Director of Aviation or designee. Lessee shall not make requests for price adjustments more often than twice in each calendar year, and shall make any such request on or before April 1st and November 1<sup>st</sup> in the period prior to the year for which the price adjustment is requested.

2.2 Terminal Building Space and Equipment. The City shall deliver the Premises, fixtures, equipment and furnishings specified herein to Lessee as they are improved. Lessee shall accept the same "as is - where is." The City will have no obligation to alter or improve the same, except as expressly provided herein. In consideration for the rental set forth in section 3.1 below, the City grants Lessee use of the space identified in the attached Exhibit A consisting of approximately 5,139 square feet (the "Tailwind Space"), and related fixtures and equipment.

2.3 Alcoholic Beverages.

2.3.1 Lessee shall have the right to sell beer, wine and other alcoholic beverages (collectively "Alcoholic Beverages") in the Terminal, at the approved prices set forth on Exhibit B, as may be amended by the parties under paragraph 2.1.2 above.

2.3.2 Lessee shall take all reasonable steps to ensure that Alcoholic Beverages are sold, dispensed and consumed only on the Restaurant Space and Seating Area. The sale of package goods is prohibited. Lessee agrees to abide by all applicable laws, rules, and regulations existing or hereinafter enacted pertaining to the selling of Alcoholic Beverages.

2.4 No Exclusive Right. Nothing in this Lease shall be construed as granting Lessee any exclusive right to operate food, non-alcoholic beverage, or alcohol concessions at the Airport or in the Terminal. The City retains the right to enter into leases and/or agreements with others for the provision of food, non-alcoholic beverage, Alcoholic Beverage, or vending services in areas other than those set aside herein for Lessee's operations.

2.5 Right of Ingress and Egress. Subject to the requirements of Section 3.13 below and the Airport's security plan as it now exists or may hereafter be amended, Lessee shall have at all times the full and free right of ingress to and egress from the Premises and facilities referred to herein for Lessee, its employees, contractors, agents, customers, guests and other invitees.

2.6 Public Address and Paging System. Lessee and others similarly authorized shall have the right to use the public address and paging system in the Terminal for paging, and similar purposes, at no charge subject to reasonable policies established by the Director of Aviation.

2.7 Parking. In common with all other Airport tenants, Lessee's employees shall be entitled to use Airport employee vehicle parking areas which are designated as such from time-

to-time, during times and on days when they are actively employed on the Premises, subject to such rules and policies as may be adopted by the Director of Aviation. If the City in its discretion establishes reserved parking spaces or areas for use by managers of Terminal tenants, then Lessee shall be assigned one (1) such parking space for its use.

2.8 Limitation on Uses. Lessee's uses of the Airport authorized and granted in this Lease shall be limited to providing services at the Airport expressly described herein, including a food and beverage service and activities reasonably necessary to support such activities.

### **III. OBLIGATIONS OF LESSEE**

3.1 Rentals and Charges. Lessee agrees to pay City, for the use of the Premises identified in Exhibit A, and for services and privileges granted under this Lease, the following:

3.1.1 An amount equal to twelve percent (12%) of all food, sundries and non-alcoholic beverages Gross Revenues and sixteen percent (16%) of all alcoholic beverages Gross Revenues, as defined in Section 1.7 herein.

3.1.2 Tenant shall pay the City a Minimum Annual Guarantee (MAG) equal to \$117,000.00 for year one (1) or the actual percentage rent due as identified in 3.1.1 above, whichever is greater. Beginning in year two (2) and for each year thereafter, the annual MAG will be adjusted to an amount equal to eighty five percent (85%) of the previous year's actual Gross Sales. In no event will the MAG due be less than the first year MAG. In all years, Tenant shall pay the City the greater of the actual percentage rent due or the MAG.

3.1.3 Lessee shall pay the City each calendar month of the Lease Year and any exercised option term of this Lease, for Lessee's use of utilities for the Premises, which are separately metered, including but not limited to water and electricity. For metered utilities, Lessee will be billed by the City at the rate provided to the City, due upon receipt. Lessee shall arrange for and pay the cost of installation and usage of telephone service for the Premises, and any other utilities Lessee desires or requires for the Premises, which are not provided to the Premises as of the date of this Lease.

3.1.4 The parties recognize that the Airport operates to serve the public interest, no other food and beverage concession is currently located in the vicinity of the Terminal, and the City has an interest in assuring that food and beverage service is available to airline passengers in accordance with the terms of this Lease. Therefore, if Lessee materially fails to provide the service as required by this Lease, by violating the same Lease requirement on more than one occasion during any consecutive thirty (30) day period, the City shall be entitled to recover from Lessee, in addition to any other payments due under this Lease, liquidated Lease damages in the amount of \$50 per day for each such violation, provided that the City gave Lessee written notice of the first



such violation in accordance with this section. For the third violation of the same Lease requirement during any consecutive thirty (30) day period, liquidated Lease damages shall be \$100 per day per violation. The Director of Aviation shall provide Lessee with notification of the violation and the imposition of liquidated damages within 72 hours of the violation. Notices under this section shall be hand delivered to or left for Lessee's manager on the Premises in an envelope clearly marked "Notice of Lease Damage Assessment," with a copy sent first class mail to Lessee's address provided herein. Such liquidated damages shall be considered to be actual damages suffered by the City and not a penalty. Liquidated damages shall be due and payable by Lessee as additional rent in accordance with the provisions of section 3.2.1 of this Lease. Lessee may contest the imposition of liquidated damages by filing a written protest with the Airport Advisory Board within five (5) business days of hand delivery of such notice of violation, in which event the protest shall be heard by the Airport Advisory Board at its next regularly scheduled meeting, and payment of such Lease damages shall be stayed pending determination by the Airport Advisory Board. **THE LIQUIDATED LEASE DAMAGES AUTHORIZED BY THIS SECTION SHALL BE IN ADDITION TO THE OTHER REMEDIES FOR DEFAULT DESCRIBED IN SECTION 6.3 BELOW, ANY OR ALL OF WHICH MAY BE EXERCISED BY THE CITY IN ITS DISCRETION.**

3.1.5 If City has paid any sum or has incurred any obligation which Lessee had agreed to pay or reimburse City for, or if the City is required or elects to pay sum(s) or ensure obligation(s) or expense(s) by reason of the failure, neglect or refusal of Lessee to perform any of the conditions or agreements contained in the Lease, or as a result of an act or omission of Lessee contrary to said conditions and agreements, Lessee shall pay the City the sum(s) so paid or the expense(s) so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of the fees and charges thereafter due hereunder.

### 3.2 Terms and Conditions of Payment.

3.2.1 On or before the 15th day of each month (or if that day shall fall on a Saturday, Sunday or holiday, the following business day), Lessee shall furnish the Director of Aviation a statement of Gross Revenues received under section 3.1.1 above for the previous month, and shall simultaneously pay the City amounts due thereunder. If any such statement and/or the Gross Revenue payment is not furnished and/or made to City by the date due, Lessee shall pay City an additional \$100.00 or 2.5% of such Gross Revenue for that month, whichever is less, as a late fee, and not as liquidated damages or penalty. All such payments shall be made by Lessee to City without notice or demand at its offices in the Terminal.

3.2.2 Payments due under section 3.1.3 above shall be paid in advance, shall be due on the first day of the month, and shall be paid to the City not later than the fifteenth (15th) day of said month.

3.2.3 If any fee or charge is not paid within thirty (30) calendar days of the due date, Lessee, in addition to the late fee described in section 3.2.1 above, shall pay default interest equal to 1-1/2% per month on the unpaid balance, accruing from the date due until paid.

3.2.4 Notwithstanding the term expiration date set forth in sections 5.1 or 5.2, on or before the 30th day of January in each year of any term of this Lease, and the year following expiration of the term (or if that day shall fall on a Saturday, Sunday or holiday, the following business day), Lessee shall furnish City a statement of Gross Revenue, un-audited expenses and other information on Lessee's operations from the immediately preceding Lease year on such forms as the Director of Aviation may reasonably require. All information provided by Lessee, other than its statement of gross revenues, which Lessee believes to constitute confidential financial information, shall be clearly and conspicuously designated as such by Lessee, and the City agrees to keep such information confidential to the maximum extent permitted by law and not to release such information to any third party unless ordered to do so by a court of competent jurisdiction. If any third party seeks access to such information, the City agrees to promptly give notice to Lessee.

3.2.5 Lessee shall, during the Term, retain and have available on the Premises or at a location made known to City for a period of twenty four (24) consecutive months following the end of each month during the Term, complete and accurate records of all purchases and sales of food and beverages, all expenses and costs of operation, all revenue derived from business conducted on or from the Airport for such month, all original sales records and sales slips or sales checks, cash register tapes and other pertinent original sales records. Lessee shall ensure that records shall easily distinguish between or separately identify alcoholic beverage sales, and sales to customers outside the Terminal.

3.2.6 The City shall have the right at any reasonable time, and upon reasonable notice, to examine all records maintained by Lessee under subsection 3.2.5 of this Lease and to have an audit prepared, at City expense, by an independent Certified Public Accountant. Provided, however, that in the event there is a discrepancy in excess of five percent (5%) of Gross Revenues between Lessee's statements, required by subsections 3.2.1 and 3.2.4 of this Lease, and such independent audit, Lessee shall bear the cost of such audit.

3.2.7 Lessee shall prepare a description of its cash handling and sales recording systems and equipment, which shall be submitted to the City or its designee for approval. When so approved, such systems and equipment, including any approved revisions, shall be utilized by Lessee in its operations at the Airport.

3.2.8 Lessee shall accurately record each sale on a point of sale register system acceptable to the City, which acceptance shall not be unreasonably withheld. Such systems and equipment shall be non-resettable and sufficient to supply an accurate

record of all sales, on tape or otherwise. Such register shall have a display visible to the customer.

3.3 Maintenance and Cleaning of Premises and Equipment. Except as expressly provided to the contrary herein, Lessee shall clean and maintain the Premises and Equipment, including but not necessarily limited to the following:

3.3.1 Ensuring that trash generated by its operations, within the Premises, shall be disposed of promptly and properly in containers designated by the Director of Aviation, emptying trash containers located on the Premises as required, during regular business hours, and not permitting such trash containers to overflow or to remain so full as to be unusable, and otherwise at the request of the Director of Aviation made to Lessee's manager.

3.3.2 Cleaning and maintaining the Premises, including but not limited to its flooring, walls, counters, furniture, interior glass, fixtures, and equipment installed therein and thereon, all in good order, condition and repair, in clean condition and appearance at all times, and otherwise at the request of the Director of Aviation made to Lessee's manager, and upon termination of this Lease delivering up the Premises to the City in good order, condition and repair, normal wear and tear excluded. Lessee shall also bus and clean tables in the Premises as needed, and vacuum and/or mop as appropriate the floors of the Premises not less than daily.

3.3.3 Establishing an adequate preventative maintenance program for the Premises which shall be subject to periodic review by the Director of Aviation. The program shall include, without limitation, the cleaning of the Premises doors/gates inside and outside, cleaning and repair of all floors, interior walls, ceilings, lighting, décor, and Equipment located on the Premises as identified in Exhibit E, and the routine maintenance of all such Equipment. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and equipment on the Premises immediately upon being instructed to do so by the Director of Aviation or by other governmental agencies having authority. Notwithstanding the above, the City shall provide major maintenance for the Equipment furnished by the City, and may replace Equipment that becomes unserviceable following consultation with Tenant, both upon notice from Lessee that the same is necessary, and City agreement, which shall not be unreasonably withheld.

3.3.4 Repairing and maintaining all piping and plumbing from the wall out and within the Premises, assuming responsibility for all material deposited in the plumbing system from the Premises, and inspecting the grease trap at least monthly and cleaning and maintaining it as necessary. Any damage caused to the Terminal as a result of lack of maintenance as outlined will be billed back to Tenant and due and payable upon demand without the ability to contest.

### 3.4 Insurance, Performance Bond and Indemnity.

3.4.1 Liability Insurance. Lessee must secure and maintain at Lessee 's expense during the term of this Agreement, a Commercial General Liability Insurance policy with the limits and requirements shown on the attached and incorporated as Exhibit F. The Certificate of Insurance must be sent to City's Risk Manager and Director of Aviation and must provide thirty (30) days written notice of cancellation, intent not to renew or material change of any coverage required herein. Lessee will provide copies of all insurance policies to the City Attorney upon the City Manager's written request.

The amount of all required Insurance policies is not deemed to be a limitation on Lessee 's agreement to indemnify and hold harmless City, and in the event Lessee or City becomes liable in an amount in excess of the amount or amounts of the policies, then Lessee must save City harmless from the whole liability.

City shall have no liability for any premiums charged for such coverage, and the inclusion of City as a named insured is not intended to, and shall not, make City a partner or joint-venturer with Lessee in its operations at the concession Premises.

3.4.2 Future Insurance Requirements. Lessee and City understand and agree that the minimum limits of the insurance herein required may become inadequate, and Lessee agrees that it shall increase such minimum limits upon receipt of notice in writing from City.

3.4.3 Adjustment of Claims. Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Lessee under this Agreement.

3.4.4 Conditions of Insurance Default. City may terminate this Agreement in accordance with this agreement if Lessee fails to consistently maintain said insurance levels.

3.4.5 Performance Bond. A Performance Bond, conditioned on performance of all of the Lessee's covenants set forth in the Agreement, in the amount equal to the first year's minimum annual guarantee as defined in Section 3.1.2 herein, will be required from Lessee and shall be renewed annually and remain in effect for the entire term of the Agreement. The Performance Bond shall be (i) issued by a company licensed to conduct business in the State of Texas; (ii) in the form approved by the City; (iii) payable to City of Corpus Christi, Aviation Department and (iv) delivered to the Office of the Director of Aviation. In the event of cancellation of the Performance Bond, and Lessee's failure to provide substitute financial guarantee first approved by the Director within 15 days from the date of the cancellation, then such failure is a substantial default by Lessee.

**3.4.6 INDEMNITY.** Lessee agrees to indemnify, protect, defend, and hold harmless the City, and any successors, assigns, agents, officers, directors, employees, and affiliates of City, (collectively referred to herein as "indemnitees") for, from, and against any and all liabilities, damages, claims, suits, losses, causes of action, liens, judgments, and expenses (including court costs, attorneys' fees, and costs of investigation) of any nature, kind or description arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property (1) occurring on, in, or about the Leased Premises, or (2) by reason of any other claim whatsoever of any person or party occasioned or alleged to be occasioned in whole or in part by any act or omission on the part of Lessee or any invitee, licensee, employee, director, officer, servant, Contractor, or subcontractor, or (3) by any breach, violation, or non-performance of any covenant of Lessee under this Agreement (collectively referred to herein as "liabilities"), even if such liabilities arise from or are attributed to the concurrent negligence of any indemnitee. The only liabilities with respect to which Lessee's obligation to indemnify the indemnitees does not apply is with respect to liabilities resulting solely from the negligence or willful misconduct of an indemnitee. If any action or proceeding shall be brought by or against any indemnitee in connection with any such liability or claim, Lessee, on notice from City, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to City. The provisions of this paragraph shall apply to all activities of Lessee with respect to the Leased Premises, building or complex, whether occurring before or after the commencement date of the Agreement Term, or before or after the expiration or termination of this Agreement. Lessee's obligations under this paragraph shall not be limited to damages, compensation, or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts. The terms of this provision shall survive the termination of this Agreement to the extent any such damage occurs prior to such termination.

3.5 Hours of Operation. Lessee hereby covenants and agrees, that with respect to operations authorized under this Lease, Lessee shall be open for business seven (7) days a week including all Holidays, during the following hours:

Main Restaurant/Bar: 10:00am- last scheduled departure  
Coffee venue: 4:30am- 1:30pm  
Snack Shop: 6:00am-6:00pm

3.5.1 The City may grant exemptions from the schedule set forth above, if the City in its discretion determines that as a result of unanticipated circumstances, such hours of operation are not necessary to serve the traveling public.

3.6 Pricing. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided on the Premises. "Reasonable prices" shall be judged primarily

by comparison with those for concessions at airports of comparable character under similar conditions, with due consideration for length of seasons, availability and costs of labor and materials, a reasonable rate of return on capital invested, and other factors affecting pricing at the Airport. Initial prices to be charged shall be those set forth in Exhibit B. Thereafter, the operator may submit requests to the Airport Advisory Board to adjust prices twice annually pursuant to section 2.1.2 above. Final and continuing approval of prices vests in the Director of Aviation. Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar price reductions to volume purchasers.

3.7 Quality of Foods and Beverages. All foods and beverages offered for sale by Lessee must be of high quality and comparable to first class food and beverage facilities of a similar type in the Corpus Christi area. The Director of Aviation shall determine if Lessee is providing the quality of food and beverage service acceptable at the Airport.

3.8 Lessee's Other Obligations. Lessee hereby covenants and agrees that with respect to operations authorized under this Lease, it will provide the highest quality of service and product to the public. Lessee covenants and agrees that:

3.8.1 it will operate the Premises for the use and benefit of the public and furnish service on a fair, equal and not unjustly discriminatory basis to all customers;

3.8.2 it will obtain the prior approval of the Director of Aviation of all items offered for sale by Lessee from the Premises;

3.8.3 it will offer an employee discount of Fifteen percent (15%) to all airport tenants City employees, and airline employees with respect to food and non-alcoholic beverages;

3.8.4 it will provide and install sufficient additional fixtures, furniture and equipment, if necessary to meet reasonably anticipated public demand for service offered;

3.8.5 it will provide, maintain, train and supervise a staff of employees adequate at all times to fulfill their obligations under this Lease;

3.8.6 it will obtain and maintain all necessary certificates required by the Texas State Board of Health and any and all other permits and licenses required for its operations hereunder;

3.8.7 it will display only advertising matter advertising the authorized business of Lessee at the Airport, which must be in good taste and is compatible with Terminal décor, and will obtain the prior approval of the Director of Aviation of all advertising material, including the use of brand name products on its packaging, which approval shall not unreasonably be withheld;

3.8.8 at all times Lessee's employees performing services shall be neat, appropriately attired, clean and courteous; Lessee shall not permit its contractors, agents or employees so engaged to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, to smoke on duty in public view or while preparing food, or to solicit business outside the Premises in any manner whatsoever except through the use of authorized signs;

3.8.9 it will meet all expenses in connection with the use of the Premises and the rights and privileges herein granted, including without limitation, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Premises or structures and improvements situated thereon, and that it will secure all such permits and licenses;

3.8.10 it will not interfere with free access and passage in the space described in section 2.2.3 or in the Terminal generally; will not interfere with effectiveness of heating or ventilating systems; except in connection with section 3.13 it will not install locks on any door or window, a key to which has not been provided to the Director of Aviation; will not permit loitering or sleeping on the Premises; nor do any act which would invalidate, suspend or increase the rate of fire, property or liability insurance required by this Lease or carried by the City; and

3.8.11 it will operate at the Airport only under the name Tailwind, Jetstream Burger Bar, Boarding Time Burritos, Co-Pilot Coffee, Tailwind Bistro, or such other name or names approved by the City from time to time.

3.9 New Government Regulation. In the event City is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon City as a result of Lessee's operation during the term of this Lease, City may call a conference for the purpose of discussing and determining methods of compliance and recovery from the City and affected Lessees of costs so incurred, and Lessee and City agree to attend and negotiate in good faith regarding its participation in recovery of such costs by all involved parties.

3.10 Recycling. Lessee shall provide separate receptacles by which its customers may recycle wastes generated in the Premises. Lessee shall make a good faith effort to recycle, but at a minimum shall cause waste of cardboard, glass, plastic and newspapers generated by and in conjunction with its operations to be deposited so as to reasonably assure its recycling.

3.11 Manager. Lessee shall select and appoint a person or persons who shall serve as manager(s) of Lessee's operations at the Airport. Such person(s) must be vested with full power and authority to accept service of all notices provided for herein, including those regarding the quality and prices of foods and beverages and the appearance, conduct and demeanor of Lessee's agents and employees. A manager or assistant manager shall be available during regular business hours, either on the Premises or by telephone.

3.12 Liquor License.

3.12.1 Lessee shall take all reasonable actions necessary to maintain the Liquor License in continuous and full force and effect; shall submit renewal applications on a timely basis to renew the Liquor License; and, shall hold and operate the Liquor License in accordance with all applicable federal and state laws and regulations, during the entire term of this Lease and any exercised option terms hereof, all at its own cost and expense.

3.12.2 Lessee shall at all times be qualified and capable of holding and renewing the Liquor License and performing the alcoholic beverage services required under this Lease. If Lessee shall be deemed unqualified or incapable of performing such alcoholic beverage services under applicable regulation of law, or by determination of a regulatory agency having jurisdiction, the same shall constitute a default hereunder if not remedied within thirty (30) days following receipt of written notice.

3.13 Security Requirements.

3.13.1 Lessee shall provide approved escort for vendor employees and delivery personnel requiring access to the secure area of the Terminal.

3.13.2 Lessee shall comply with any applicable provisions of the City's Airport Security Plan (ASP) Security Directives issued by TSA, and any applicable rules and regulations which may be promulgated by TSA from time to time, which have been provided to Lessee ("Security Requirements" hereinafter). Lessee shall submit to inspections by TSA, the City and/or their security screening contractor, to ensure compliance with Security Requirements.

3.13.3 Any violation of conformance with Security Requirements will be documented in writing and a copy of the violation notice provided to the Lessee's Manager in writing. Lessee will investigate the violation and provide a written response and/or corrective action within twenty four (24) hours. A copy of the response will be provided to the City.

3.13.4 To the extent that any action or omission by Lessee, its officers or employees, to follow Security Requirements results in the City being fined, including any type of monetary assessment or penalty (collectively, a "Fine"), by TSA or any other governmental entity having jurisdiction, Lessee shall promptly reimburse the City for any such Fine, together with the reasonable costs incurred by the City in defending against the proceeding or actions which has resulted in the Fine. The City shall notify Lessee if any such Fine has been proposed, and give Lessee the opportunity to join in the defense of any such proceeding. Lessee shall promptly pay any Fine levied directly against Lessee by TSA or any other governmental entity having jurisdiction, no later than five (5) days after any protest or appeal process have run or the time for taking them has expired.



3.13.5 Lessee acknowledges that all products delivered and transported to the secure portion of the Terminal are subject to inspection. All Lessee employees, officers and escorted visitors in the secure area of the Terminal are subject to search, and may be required to provide appropriate credentials.

3.13.6 Lessee acknowledges that all Security Requirements which are shown or provided to it under paragraph 3.12.3 above, are sensitive security information ("SSI") in accordance with 49 CFR Part 1520, that Lessee and any involved persons are required to protect the same from unauthorized disclosure, and that civil penalties may be imposed for failure to do so. The Lessee's general manager (the "Manager") is the designated primary point of contact for receiving any SSI which Lessee receives. The Manager will acknowledge receipt of SSI to the City, and confirm any actions taken by Lessee as required by the SSI. All SSI materials shall be stored in secured areas, or locked in secured cabinets, within the Lessee's Premises at the Airport. Materials marked as containing SSI shall be disposed of by shredding.

3.14 Lessee's Acquisition Requirements. As set forth in paragraph 2.2 above, the City shall deliver the Premises, fixtures, equipment and furnishings specified herein to Lessee as they are improved. As set forth in paragraph 2.2.7 above, the City shall also provide the equipment and furnishings identified in Exhibit C.

#### **IV. OBLIGATIONS OF CITY**

4.1 Quiet Enjoyment. The City covenants that upon paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the rights granted herein for the agreed term.

4.2 Maintenance and Utilities.

4.2.1 During the term of this Lease, the City shall maintain and keep in good repair so much of the Terminal Building, not identified in section 2.2 above, as is not under the exclusive control of individual lessees, in accordance with applicable laws, rules and regulations.

4.2.2 The City shall also be responsible for washing the outside of exterior windows.

4.2.3 The City shall provide dumpsters or similar containers into which trash collected from Lessee's normal operations, and other Airport operations may be deposited, and shall arrange and pay for at its expense the periodic collection of the same.

## V. TERM

5.1 Term. Subject to earlier termination as hereinafter provided, the primary term of this Lease shall be for five (5) years commencing on August 15, 2013.

5.2 Option to Renew. The term of this Lease shall automatically renew for one option period of three (3) additional years, unless the City notifies Lessee in writing at least six (6) months prior to expiration of the primary term of its intent not to exercise the Option. In the event the City notifies Tenant of its intent not to exercise the Option term, Lease shall terminate upon expiration of the primary term.

5.3 Holding Over. Holding over or failure to vacate the Premises at the end of the primary or any renewal term shall not be construed to be the granting or exercise of an additional term, but shall create only a month-to-month tenancy under the other terms and conditions of this Lease, which may be terminated by either party upon thirty (30) days' notice to the other.

## VI. TERMINATION, SURRENDER AND DAMAGES

6.1 Termination by Lessee. Lessee shall have the right, upon written notice to City, to terminate the Lease upon the happening of one or more of the following events if said event or events shall then be continuing:

6.1.1 The issuance by any court of competent jurisdiction of any injunction, order or decree which remains in force for a period of at least ninety (90) days, preventing or restraining the use by Lessee of all or any substantial part of the Premises, or preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport.

6.1.2 If City shall materially default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Lease and shall fail to cure said default within thirty (30) days following receipt of written demand from Lessee to do so, or if such default shall reasonably take more than thirty (30) days to cure, City shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion.

6.1.3 If all or a material part of the Airport or the terminal building shall be destroyed by fire, explosion, earthquake, other casualty, or acts of God or a public enemy.

6.1.4 If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with Lessee's operation for a period of thirty (30) consecutive days or more.

6.1.5. If all commercial air service is suspended at the Airport for a period of more than thirty (30) days.

6.2 Default by Lessee. The following shall be considered an act of default by Lessee under this Lease:

6.2.1 Failure by Lessee to make any payment due hereunder within fifteen (15) calendar days after written notice of the past due payment is sent to Lessee,

6.2.2 Failure by Lessee to conduct business at the Airport for a period of seven (7) consecutive days without reasonable cause including, but not limited to, strikes, work stoppage and equipment failures.

6.2.3 Material default in the performance of any covenant or agreement in this Lease required to be performed by Lessee, other than the payment of money, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same, or if such default shall reasonably take more than thirty (30) days to cure, Lessee shall not have provided the City with documents evidencing such cure, and commenced the same within the thirty (30) days and diligently prosecuted the same to completion.

6.2.4 The occurrence of any act or omission by the Lessee resulting in suspension or revocation of Lessee's ability to provide liquor service under the Liquor License for a period exceeding thirty (30) days, or any default under said License by Lessee.

6.2.5 Failure to maintain and/or submit adequate records of its business and gross receipts at the Airport, as required by sections 3.2.4 or 3.2.5 of this Lease.

6.2.6 An act occurs which results in the suspension or revocation of any right, power, license, permit or authority necessary for the conduct and operation of Lessee's business authorized herein for a period of more than fifteen (15) days.

6.2.7 The interest of Lessee under this Agreement is transferred, passes to or devolves upon, by operation of law or otherwise, any other person, firm or corporation without the prior written consent of the City which consent shall not be unreasonably withheld.

6.2.8 An attachment or execution is levied, a receiver is appointed, or any other process of any court of competent jurisdiction is executed, which is not vacated, dismissed or set aside within a period of thirty (30) days, and which does, or as a direct consequence of such process will, interfere with Lessee's use of the Premises or with its operations under this Lease.

6.2.9 Lessee becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its 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, or consents

to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the Premises.

6.2.10 Lessee fails to provide services and/or products required to be provided under this lease for any period which, in the reasonable opinion of the City, materially and adversely affects the public interest at the Airport.

6.2.11 Any lien is filed against the Premises because of any act or omission or Lessee and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days.

6.2.12 Lessee voluntarily abandons, deserts, vacates or discontinues its operation of the business herein authorized, including by acts described in the section above.

6.3 Remedies of the City. Upon the occurrence of any event of default under section 6.2 above, the City shall have the right at any time thereafter to pursue one or more of the following remedies with or without notice or demand. Pursuit of any remedy shall not preclude pursuit of any other remedy or any other remedies provided by law, nor shall pursuit of any such remedy constitute a forfeiture or waiver of any rents due to the City hereunder or of any damages accruing to the City by reason of the Lessee's violation of any term, condition or covenant of this Lease. **All property on the Premises 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 such landlord's lien; and it is agreed that such landlord's lien is not a waiver of any statutory or other lien given or which may be given to the City but is in addition thereto.** Lessee agrees that if it defaults, the City Manager may, on thirty (30) days' prior written notice, sell Lessee's 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 provided herein. **Lessee further agrees to hold harmless from and indemnify the City including its officers, agents, and employees against any loss or damage or claim arising out of the City's action in collecting monies owed it under this paragraph, except for any loss, damage, or claim caused by the willful misconduct of the City or its employees.**

6.3.1 Terminate this Lease, in which event Lessee shall immediately surrender the Premises to the City, and if Lessee fails to do so, the City may, without prejudice to any other remedy which it may have for possession or arrearage in rents, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefore. Lessee agrees to pay to the City on demand the amount of all loss and damage which the City has suffered by reason of such termination, up to the date of such termination.

6.3.2 Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises, without being liable for prosecution or any claim for damages therefore, and re-let the

Premises and receive rents therefrom. Lessee agrees to pay the City on demand any deficiency that may arise by reason of such re-letting.

6.3.3 Enter upon the Premises, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse the City on demand for reasonable expenses which the City may incur in effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that the City shall not be liable for any damages resulting to the Lessee from such action.

6.3.4 Demand that payment for any amounts due be made by certified check, cashier's check or money order.

6.3.5 Draw upon the Performance Bond described in Section 3.4.5 herein in satisfaction of any past-due amounts hereunder, to be drawn monthly on the last day of each month after such termination, for a period of time not to exceed one year, or until the Premises are re-let to a replacement tenant, whichever event occurs sooner.

6.4 Non-Waiver. No condoning, excusing or overlooking by the City of any default or breach by Lessee at any time or times in respect of any covenant, provision or condition contained in this Lease shall operate as a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or nonobservance, or so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the City, except only an express waiver in writing. All rights and remedies of the City under this Lease shall be cumulative and not alternative.

6.5 Surrender of Possession.

6.5.1 On the expiration or other termination of this Lease as provided herein, Lessee's rights to use of the Premises, facilities and described herein shall cease and Lessee shall vacate the Premises without unreasonable delay.

6.5.2 Except as otherwise provided in this Lease, all equipment and other personal property brought or placed by Lessee in, on or about the Premises shall be deemed to be personal property and shall remain the property of Lessee. Lessee shall have the right at any time during the primary term or exercised option term of this Lease, and for an additional period of 10 days after the expiration or other termination of this Lease, to remove any or all of such personal property from the Premises, subject, however, to Lessee's obligation to repair all damage, resulting from such removal, normal wear and tear excepted. Any and all personal property not so removed by Lessee shall become a part of the Premises and title thereto shall vest with the City. The City may, however, at its option, require and accomplish the removal of said personal property at the expense of Lessee.

6.6 Force Majeure. Neither the City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder, other than the payment of rent or possession of statements, by reason of strikes, boycotts, labor disputes, embargoes, shortage of aircraft or fuel or tires as the direct result of governmental decree, acts of God, acts of the public enemy, acts of superior governmental authority, weather condition, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not under its control.

6.7 Damage or Destruction of Premises.

6.7.1 In the event the Premises are substantially destroyed for any reason, this Lease shall terminate without further liability to the City, other than refund of any prepaid rent, unless the City elects, within thirty (30) days thereof, to restore or rebuild the Premises, in which case this Lease will be suspended until the Premises are restored or rebuilt, and if applicable, a Certificate of Occupancy issued.

6.7.2 In the event that the Terminal is damaged or remodeled in such a manner that the Premises or any part thereof must be temporarily removed, Lessee may, subject to City approval, relocate the Premises or such part thereof or may remove the same temporarily during such repair or remodeling.

6.7.3 Notwithstanding any of the foregoing, in the event any damage or destruction is caused by a negligent act or omission by Lessee, its sub-lessees, contractors, agents or employees, Lessee shall reimburse the City for its actual costs incurred in repairing the Premises. Nothing in this Lease shall be construed as a waiver of the right of the City to recover damages from Lessee arising out of the fault or negligence of Lessee.

## **VII. ASSIGNMENT AND SUBLETTING**

7.1 Assignment and Subletting. Lessee shall not at any time assign, sublet or subcontract its rights under this Lease without the written consent of the City, which consent shall not be unreasonably withheld. No such assignment, subletting or subcontracting shall release Lessee from its obligations to pay any and all of the rentals and charges and to otherwise perform Lessee's obligations under this Lease. No partial assignment or subletting of Lessee's rights under this Lease shall be permitted, unless such assignment is to an ACDBE pursuant to the requirements of section 8.7 below.

7.2 Successors to City. The rights and obligations of the City under this Lease may be assigned by the City, at the option of the City, without the necessity for the concurrence of the Lessee in any such assignment.

## **VIII. OTHER AGREEMENTS**

8.1 Rules and Regulations. Lessee agrees to observe and obey all laws, ordinances, rules and regulations presently existing or hereafter promulgated with respect to Lessee's operations

and use of the Airport and Premises. Nothing herein shall limit the right of Lessee to challenge any rule or regulation, or the application of such rule or regulation to Lessee. A current copy of which will be kept on file in the Director's office and available to Lessee during normal business hours.

8.2 Lease Subordinate.

8.2.1 The City shall be free, in the future, to renegotiate the Agreement on such terms and conditions as it deems appropriate and in the public interest, without any consent or approval of Lessee or any other person, and Lessee shall be bound by the terms of such renegotiated agreement.

8.2.2 This Lease shall be subordinate to any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for development of the Airport.

8.3 Non-Discrimination. Lessee, in its operations at and use of the Airport, shall not, on the grounds of race, color, national origin or sex, discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable law; shall abide by the provisions of the non-discrimination provision contained in the Agreement; and shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964.

8.4 Inspection by City. The City, through its authorized employees and agents, shall have the right at all reasonable times to enter upon the Premises to inspect, to observe the performance by Lessee of its obligations hereunder, and to do any act which the City may be obligated to do or have the right to do under this Lease, or under any other agreement to which the City is a party or under applicable law. As to the non-public portions of the Premises, except in the event of emergency the City shall give Lessee prior notice of such inspections.

8.5 Service Entrances. The City shall have no obligation to provide any special service entrances, including those for utilities, other than those which presently exist in the Terminal.

8.6 Improvements on the Premises

8.6.1 Lessee shall provide construction plans, specifications, budgets and schedules for any and all improvements which it proposes on the Premises. Such plans and specifications shall be subject to City approval, which approval shall not be unreasonable withheld. The City may reject submissions which are not in accordance with applicable codes, rules, regulations, ordinances and statutes, and which, in its judgment, are inadequate or incompatible with Airport conditions or inconsistent with Airport architectural style and design or with uses not typically made of public use airports.

8.6.2 Prior to any construction of improvements, Lessee shall submit to the Director of Aviation certificates establishing coverage for workers compensation in the amounts and form required by Texas law, together with all permits and licenses required for construction of such improvements.

8.6.3 Any and all improvements placed or constructed on the Premises by Lessee shall, upon expiration of the primary or an exercised option term, or sooner termination of this Lease, be considered part of the Terminal and shall become the sole property of the City.

8.7 Airport Concessionaire Disadvantaged Business Enterprise (“ACDBE”).

8.7.1 It is the policy of the City that disadvantaged business enterprises, including firms owned and controlled by minorities and/or women as defined in 49 C.F.R. Part 23, shall have maximum opportunity to participate in the performance of its leases.

8.7.2 In the performance of this Lease, Lessee hereby assures that no person shall be excluded from participation, denied benefits or otherwise discriminated against by Lessee in connection with the award and performance of any contract, including leases, covered by 49 C.F.R. Part 23 on the grounds of race, color, national origin or sex.

8.7.3 Lessee assures that it will include Sections 8.7.1 and 8.7.2 in all City approved subleases and cause all sub-lessees to similarly include clauses in further subleases.

8.8 Bankruptcy. Notwithstanding anything herein to the contrary, and the maximum extent permitted by applicable law and applicable court orders, in the event that a petition for relief under Title 11 of the United States Code or under any similar or successor federal, state, or local statute is filed by or against the Lessee (a “Filing”):

8.8.1 Lessee shall give the City immediate written notice of the Filing; Lessee will promptly confirm the outstanding amount of any obligations hereunder due the City as of the date of Filing; and Lessee will fully and timely perform all obligations arising hereunder commencing as of the date of the Filing.

8.8.2 Thereafter, Lessee will promptly determine whether it intends to assume or reject the unexpired term of this Lease, if any, and shall promptly advise the City of such determination; and Lessee will not seek to delay the date by which it will make the determination under this subsection and obtain any necessary third-party authorization (including court approval) therefore beyond the 60<sup>th</sup> day following the date of the Filing without the prior express consent of the City.

8.8.3 If Lessee determines that it wishes to assume this Lease, the Lessee will cure all defaults, compensate the City for all damages incurred as a result of such defaults, provide the City with adequate assurances of future performance, and comply with any and all other statutory or legal requirements prior to the effective date of such assumption.



8.8.4 If Lessee determines that it wishes to assume this Lease and assign it to a third-party, Lessee will give the City not less than sixty (60) days' notice of such intention, provide to the City all pertinent information with respect to the proposed assignee concurrently with the notice, cure all defaults, compensate the City for all damages incurred as a result of such defaults, provide the City with adequate assurances of future performance through the proposed assignee and comply with any and all other statutory or legal requirements prior to the effective date of such assumption and assignment.

8.8.5 If Lessee wishes to reject the unexpired term of the Lease, if any, Lessee will not seek to have the effective date of such rejection determined to be a date earlier than the date on which Lessee shall return control and possession of the Premises to the City in the condition and on the terms set forth herein relevant to the redelivery of possession to the City, and shall fully and timely pay all rent and other charges through the date of such rejection.

8.8.6 Lessee shall be deemed to have expressly consented to the modification of the stays of proceedings in any Filing in the event of any post-Filing default by the Lessee under the terms of this Lease for the purpose of allowing the City to exercise any default rights or remedies arising from such default.

8.9 Reservation of City's Rights. Notwithstanding anything herein to the contrary, the City reserves the following rights:

8.9.1 For the use and benefit of the public, the right of flight for the passage of aircraft in the air space above the surface of the Premises, together with the right to cause in that air space such noise as may be inherent in the operation of aircraft utilizing the Airport.

8.9.2 During time of war or national emergency, the right to lease the Airport or any part thereof, including the Premises or any part thereof, to the United States Government for military purposes, and, in the event of such lease to the United States for military purposes, the provisions of this Lease shall be suspended insofar as such provisions may be inconsistent with the provisions of the lease to the United States.

8.9.3 The right to direct all activities of Lessee at the Airport in the event of an emergency.

8.9.4 The right to grant other leases, licenses, permits or rights to occupancy or use of the Airport so long as such other grants do not unreasonably interfere with or impair Lessee's rights hereunder or Lessee's occupancy or use of the Premises, and the right to direct changes in the way Lessee conducts its Airport operations in the event that the City determines, in the exercise of its reasonable judgment, that one or more aspects of Lessee's method of operation is unreasonably interfering with the lawful and proper

occupancy or use by others of the Airport. Provided, that this reserved right is not intended to allow the City to deny Lessee the basic right to use the Premises for any of the uses permitted hereunder.

8.9.5 The right to further develop and/or improve the Airport as the City deems appropriate, without interference or hindrance by Lessee, and the City shall have no liability hereunder to Lessee by reason of any interruption to its operations on the Premises occasioned by such development and/or improvement of the Airport; provided, that if Lessee shall be unable to conduct reasonably normal business operations on the Premises by reason of any such development and/or improvement of the Airport, then rent and other fees payable by Lessee hereunder shall be subject to an equitable adjustment during the period of such interruption.

8.10 Terminal Remodel and Reconfiguration. The parties acknowledge that the City operates the Airport to serve the public interest and must accommodate many activities in a limited space. In the event that during the term of this Lease, the City determines that the public interest requires modification of the Terminal, which would eliminate or modify all or any part of the Premises, or the City constructs a substitute Terminal Premises, then to the extent reasonably requested by the City, Lessee agrees to consult and cooperate in the design of substitute Premises in such a remodel; and

8.10.1 At the City's option, and providing that any such substitute Premises are not less in square footage than the current Premises, this Lease shall apply to such substitute Premises and Lessee agrees to conduct its operations therein pursuant to this Lease

8.10.2 The City shall bear all reasonable costs of relocation of Tenant to such substitute location and moving, reinstalling or replacing the Lessee Improvements, provided, however, that the City shall have no liability to Lessee with respect to any business interruption or loss as a result of such relocation

8.10.3 If either party does not elect to continue operations in such substitute Premises under this Lease, then either party may terminate this Lease upon one hundred eighty (180) days written notice of its intention to do so, provided, however, that Lessee, if it is not in default in any of the terms and conditions of this Lease, shall have the first right of refusal with respect to any proposed contract or lease for similar food and beverage service in the modified Terminal building.

## **IX. MISCELLANEOUS PROVISIONS**

9.1 Headings. The section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

9.2 Time of Essence. Time is of the essence in this Lease.

9.3 Attorneys' Fees. Lessee agree to pay reasonable legal fees or costs incurred by City, to the extent the City is a prevailing party in any legal action brought by the City to enforce the provisions of this Lease. Lessee shall not be responsible for such fees or costs if a court of competent jurisdiction finds that City's action was brought without substantial merit or in bad faith.

9.4 Non-Waiver. Waiver by either party of or the failure of either party to insist upon the strict performance of any provision of this Lease shall not constitute a waiver of the right or prevent any such party from requiring the strict performance of any provision in the future.

9.5 Limitation of Benefit. This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

9.6 Severability. Any covenant, condition or provision herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition or provision herein contained so long as such deletion does not materially prejudice the City or Lessee in their rights and obligations contained, in valid covenants, conditions or provisions.

9.7 Effect of Lease. All covenants, conditions and provisions in this Lease shall extend to and bind the successors of the parties hereto, the assigns of the City and to the permitted assigns, sub-lessees and/or subcontractors of Lessee.

9.8 Notices. Notices and demands provided for herein shall be sufficient if hand delivered to Lessee's manager on the Premises; sent by Certified Mail, Return Receipt Requested, postage prepaid; or sent via nationally recognized overnight courier service; to the addresses set forth above or to such other addresses as the parties may from time to time designate in writing. Notices given in accordance with these provisions shall be deemed received when hand delivered, and if not hand delivered on the day after they are mailed or deposited with the courier service.

9.9 Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and any action to enforce or interpret its provisions shall be brought in a court in and for Nueces County, Texas.

9.10 Entire Agreement. This Lease, together with its Exhibits, embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all

prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

9.11 Nature of Relationship. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the City and Lessee, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between the City and Lessee other than the relationship of landlord and tenant.

9.12 Modification of Agreement. This Lease may not be altered, modified or changed in any manner whatsoever except by a writing signed by both parties.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**IN WITNESS WHEREOF**, the parties have executed this Lease on the dates stated below, effective as of the day and year first above written.

**CITY of CORPUS CHRISTI**

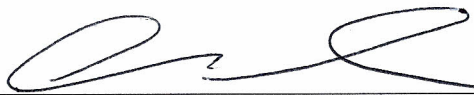
Attest:

\_\_\_\_\_  
Armando Chapa  
City Secretary

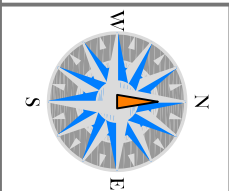
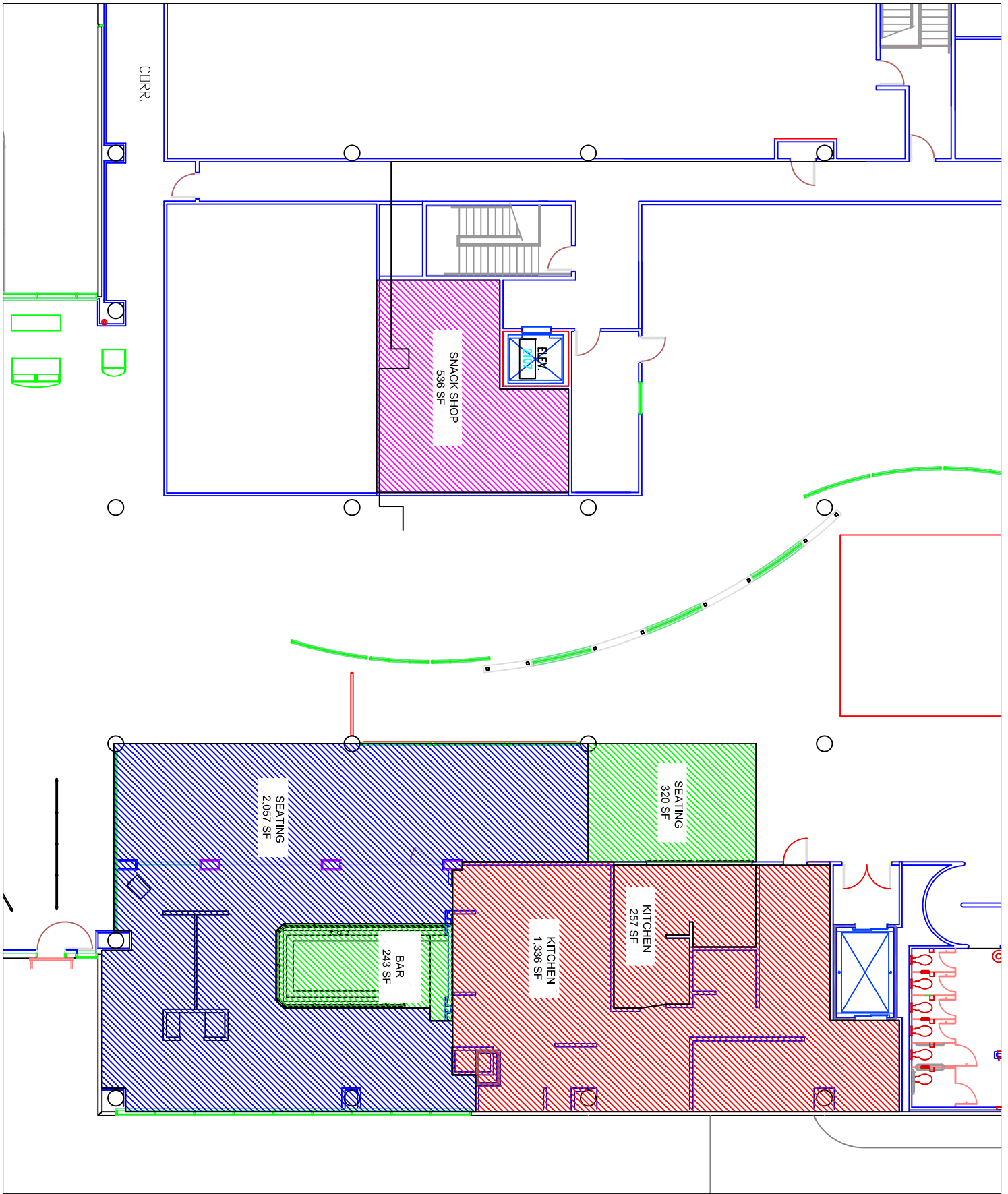
By: \_\_\_\_\_  
Ronald L. Olson  
City Manager

Date: \_\_\_\_\_, 2013

**CONCESSIONAIRE: Tailwind CRP, LLC**

By:   
\_\_\_\_\_  
Alan Giaquinto, President

Date: 6-22, 2013

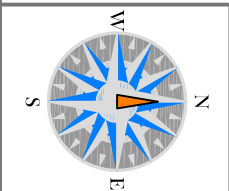
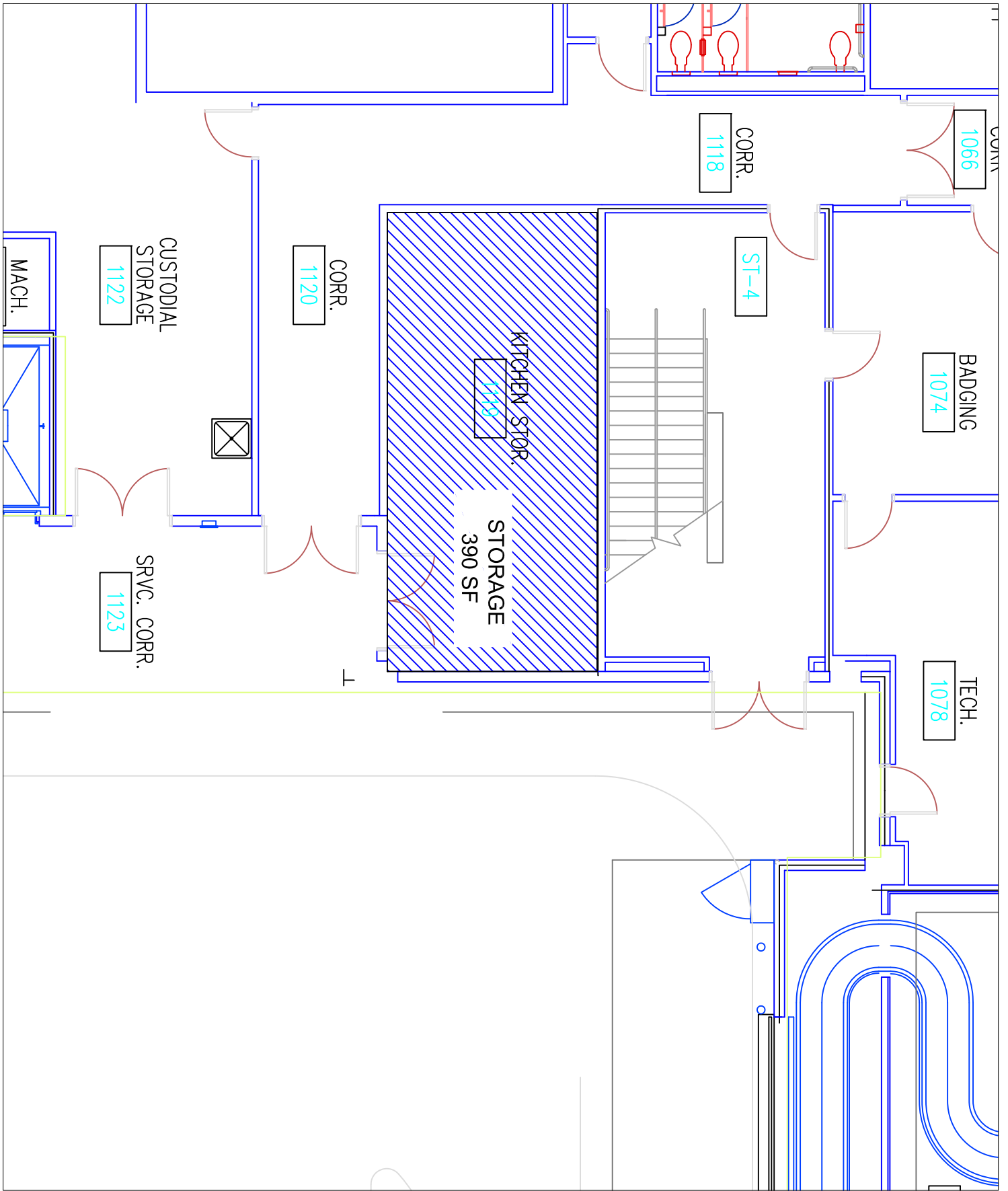


DEPARTMENT OF AVIATION

EXHIBIT "A"  
TAILWIND

CORPUS CHRISTI  
INTERNATIONAL AIRPORT 2013

SCALE:	NOT TO SCALE
PREPARED BY:	CRIS BELINO
APPR BY:	VICTOR GONZALEZ
DATE:	06-17-13
PROJECT NO.	
PAGE	1 OF 2



DEPARTMENT OF AVIATION

EXHIBIT "A"  
TAILWIND

CORPUS CHRISTI  
INTERNATIONAL AIRPORT 2013

SCALE:	NOT TO SCALE
PREPARED BY:	CRIS BELINO
APPR BY:	VICTOR GONZALEZ
DATE:	06-17-13
PROJECT NO.	
PAGE	2 OF 2

# EXHIBIT B

# MENUS



**Jetstream**  
BURGER BAR

# MENU



*Proudly Serving:*



INNOVATIVE AIRPORT CONCESSIONS  
**TAILWIND**

**BREAKFAST, LUNCH, & DINNER**



# BREAKFAST

## BREAKFAST BISCUIT \$5.95

Egg, American cheese and Your Choice of Bacon or Sausage

## BIG BREAKFAST SANDWICH \$6.95

A Large Croissant with Eggs, Your Choice of Meat and Cheddar Cheese

## MIGAS \$7.95

Corn Tortillas Pieces Crisped in Oil with Onion and Green Chile Pepper then Scrambled with Eggs, Monterey Jack and Cheddar Cheese Topped with Salsa and Green Onion



## SHREDDED BEEF OR CHICKEN BURRITO \$7.95

Shredded Beef or Chicken, Scrambled Eggs, Monterey Jack Cheese and Salsa in a Flour Tortilla

## BREAKFAST TACOS \$7.95

Chorizo, Scrambled Eggs, Roasted Red Peppers, Monterey Jack and Cheddar Cheese, Salsa and Green Onion Served on Two Flour Tortillas

## CHORIZO BURRITO \$7.95

Scrambled Eggs, Monterey Jack and Cheddar Cheese, Chorizo and Salsa in a Flour Tortilla

## COMPLETE BREAKFAST \$7.95

Scrambled Eggs and Your Choice of Bacon or Sausage and Wheat Toast or Biscuit

*Add Breakfast Potatoes to any entrée for \$.99*

## A LA CARTE

Scrambled Eggs \$3.25  
Bacon or Sausage \$2.95  
Toast, Croissant, Biscuit \$2.95  
Bagel with Cream Cheese \$2.50  
Jumbo Muffin \$2.50  
Breakfast Potatoes \$2.50

## YOGURT PARFAIT \$5.95

Three Berry Blend and Vanilla Yogurt Topped With Oats and Honey Granola



# THE GRILL

## PHILLY CHEESESTEAK \$9.95

You Choose- Steak or Chicken grilled with Onion, Pepper, Mushrooms and Provolone Cheese

## AMARILLO CLUB \$9.95

Ham, Turkey, Bacon, Pepper Jack Cheese, Lettuce, Tomato and Guacamole on Grilled Wheat

## CHOPPED BBQ BRISKET SANDWICH \$8.95

Chopped BBQ Brisket on a Kaiser with a Red Onion Slice on Texas Toast

## CHICKEN TENDER BASKET \$9.95

Fried Chicken Tenders with Hand Cut French Fries, BBQ Sauce & Honey Mustard

## BUFFALO CHICKEN WRAP \$8.95

Fried Chicken Tenders tossed in Buffalo Sauce with Lettuce, Tomato, & Cheddar Cheese and your choice of Ranch or Blue Cheese in a Wheat Tortilla

## MEXICALI PORK SANDWICH \$8.95

Sweet and Spicy Slow Roasted Pulled Pork, Cheddar Cheese Fried Onion and Jalapeño Strings served on Texas Toast

## TURKEY AVOCADO WRAP \$9.95

Deli Sliced Turkey, Bacon, Cheddar Cheese, Tomato, Bacon and Guacamole wrapped in a Wheat Tortilla

## SWEET AND SPICY CHICKEN WRAP \$8.95

Chicken Grilled with Salsa and Honey wrapped in a Wheat tortilla with Spinach cucumber and a Cayenne Remulade

## SANTA FE WRAP \$8.95

Grilled Chicken with Melted Cheddar, Tomato, Chipotle Mayonnaise and Salsa wrapped in a Wheat Tortilla.

## GRILLED VEGGIE WRAP \$9.95

Mushrooms, Carrots, Roasted Red Peppers, Onions, Tomatoes, and Spinach with a Pesto Vinaigrette and Feta Cheese in a Wheat Tortilla

*Add Handcut French Fries to any entrée for \$.99*



**BUFFALO CHICKEN WRAP**

# BURGERS & RIPPERS

## SIGNATURE BURGERS

All Burgers are served on a Gourmet Roll with Lettuce and Tomato

### MEXICALI MELT \$8.49

Roasted Red Peppers, Jalapenos and Cheddar Cheese

### BLACK AND BLUE \$8.49

Blackened Season and Blue Cheese

### WESTERN BBQ \$8.49

Fried Onion Strings, Cheddar Cheese and a Barbeque Sauce on Texas Toast

### MUSHROOM AND SWISS \$8.49

Grilled Mushrooms and Swiss Cheese

### BUILD YOUR OWN \$7.49

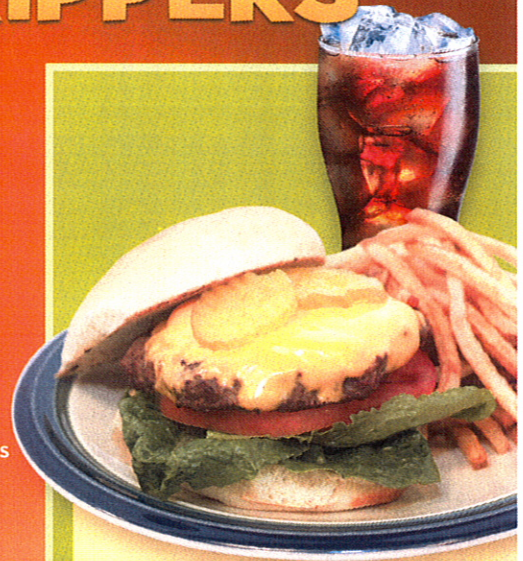
All are served on a Gourmet Roll with Lettuce and Tomato

### ADD TOPPINGS 49¢

American Cheese	Onions
Swiss Cheese	Mushrooms
Cheddar	Pickles
Blue Cheese	Roasted Peppers
Green Chile	Jalapenos

### EXTRAS \$1.25

Bacon, Guacamole  
Chili, Fried Onion Strings



## CHEESBURGER COMBO \$9.95

**CHEESBURGER.  
HAND CUT FRIES  
AND A FOUNTAIN SODA**

Includes Lettuce and Tomato.  
No substitutions please.

## SIGNATURE RIPPERS

All Beef Deep Fried Hot Dog served on a Gourmet Hot Dog Roll

### WEST TEXAN \$7.49

Monterey Jack Cheese, Cojita Cheese and Green Chiles

### AMARILLO CHILI \$7.49

Chili, Cheddar Cheese and Fried Onion Strings

### KANSAS CITY \$7.49

Bacon, BBQ Sauce, Grilled Onions and Cheddar Cheese

### SWISS & MUSHROOM \$7.49

Grilled Mushrooms, Onions, and Swiss Cheese

### BUILD YOUR OWN \$6.49

All are served on a Gourmet Roll with lettuce and tomato

### ADD TOPPINGS 49¢

American Cheese	Onions
Swiss Cheese	Mushrooms
Cheddar	Pickles
Blue Cheese	Roasted Peppers
Green Chile	Jalapenos

### EXTRAS \$1.25

Bacon, Guacamole  
Chili, Fried Onion Strings



*Add Handcut French Fries to any Burger or Ripper for \$.99 or add Onion Rings for \$1.99*

  
**Jetstream**  
BURGER BAR



# JUST FOR KIDS

12 & Under



Chicken Tender Bites

**CHICKEN TENDER BITES \$5.95**  
All White Meat Chicken Breast Chunks

**TEXAS TOAST \$5.95**  
**GRILLED CHEESE**  
Grilled Texas Toast and American cheese

**MAC & CHEESE \$5.95**  
Just like you would make at home!

**CORN DOG \$5.95**  
Deep fried all Beef Corn Dog

**HAND PATTIED \$5.95**  
**HAMBURGER**  
Smaller version of our Hand Pattied Burgers - add Cheese \$.50

All Kids Meals come with hand cut fries!



## DRINKS

### COLD DRINKS

**BOTTLED WATER \$2.75**

**SODA \$2.99**

Pepsi • Diet Pepsi • Mountain Dew  
Dr. Pepper • Sierra Mist

### FROZEN DRINKS 20oz

Stawberry Banana Smoothie \$5.45

Wildberry Smootie \$5.45

Chocolate Caramel \$5.45

Proudly Serving:



Coffee (Refills-Coffee Only-\$.99)

Mocha

White Chocolate Mocha

Latte

Cappucinno

Chai Tea

Espresso

12 OZ. 16 OZ.

\$2.25 \$2.75

\$4.45 \$4.95

\$4.45 \$4.95

\$3.45 \$3.95

\$3.95 \$4.45

\$3.45 \$3.95

\$2.75 \$3.25

**FULL SERVICE BAR**

**Jetstream BURGER BAR**



# ..... HAMBURGUESAS Y RIPPERS .....

## HAMBURGUESAS DE DISTINTIVO

Todas hamburguesas de 100% carne servidas en un rollo gourmet con lechuga y tomate

### MEXICALI FUNDIDO \$8.49

Chile rojo asado, Jalapeños, y queso Cheddar

### HAGA SU PROPIO \$7.49

todos se sirven en un rollo gourmet con lechuga y tomate

### NEGRO Y AZUL \$8.49

Ennegrecida sazonado con queso azul

### CODIMENTOS ADICIONAL 49¢

Queso Americano

Cebollas

Queso Suizo

Setas

Cheddar

Pepino

Queso Azul

Chile Asado

Chile Verde

Jalapeños

### BBQ OESTE \$8.49

Sartas fritas de cebolla, queso cheddar, y Salsa de Parrilla en Pan Texano

### SUIZO CON SETAS \$8.49

Setas a la plancha y queso suizo

### EXTRAS \$1.25

Tocino, Guacamole, Chile, Sartas Fritas de Cebolla



## COMBINACIÓN DE HAMBURGUESA CON QUESO

**\$9.95**

### HAMBURGUESA CON QUESO. PAPAS A LA FRANCESA Y UNA SODA

Incluye lechuga y tomate. Sin sustituciones por favor.

## RIPPERS DE DISTINTIVO

100% salchicha de carne servido en un rollo gourmet

### OESTE TEJANO \$7.49

Queso Monterey Jack, Queso Cojite y chiles verde

### HAGA SU PROPIO \$6.49

todos se sirven en un rollo gourmet con lechuga y tomate

### CHILE AMARILLO \$7.49

Queso Cheddar y Sartas de cebollas fritos

### CONDIMENTOS ADICIONAL 49¢

Queso Americano

Cebollas

Queso Suizo

Setas

Cheddar

Pepino

Queso Azul

Chile Asado

Chile Verde

Jalapeños

### KANSAS CITY \$7.49

Tocino, Salsa de Parrilla, Cebolla asada y queso suizo

### SUIZO CON SETAS \$7.49

Setas a la plancha, cebolla y queso suizo

### EXTRAS \$1.25

Tocino, Guacamole Chile, Sartas de cebollas fritas

Añadir Handcut, papas a la Francesa a cualquier hamburguesa o Ripper de \$ 0.99 o añadir cebolla Anillos para \$ 1.99

**Jetstream  
BURGER BAR**



# RANDAMR BAR

COCKTAILS - WINE - BEER

## • APPETIZERS •

### BUFFALO SHRIMP

With Ranch or Blue Cheese

\$8.95

### CARIBBEAN JERK CHICKEN BITES

With Ranch or Blue Cheese

\$8.95

### LOADED NACHOS

With Add Chicken or Beef ADD \$1.50

\$7.95

### CHICKEN WINGS

Choose Hot, Medium, or Caribbean Jerk With Ranch or Blue Cheese

\$8.95

### JUMBO SOFT PRETZEL

With A Sweet Dip or Mustard

(1) \$4.95 (2) \$6.95

### TEXAS TOOTHPICKS

(Fried Jalapeno and Onion Straws) With Ranch Dressing

\$7.95

### SHREDDED BEEF TAQUITOS

\$8.95

## • SIGNATURE DRINKS •

### SANGARITA

Patron Silver Tequila, Tomato Juice, Orange Juice, Lime Juice, Agave Juice and a Splash of Hot Pepper Sauce

### SOUTHERN HOSPITALITY

Fire Fly vodka and Lemonade

### BLUE SKY MARTINI

Sky Vodka, Blue Curacao, Pineapple Juice, and Sour Mix

### MILE HIGH MARGARITA

Jose Cuervo, Triple Sec, Lime Juice, Sour Mix, Orange Juice, and Shot of Grand Marnier Floating on Top

### BOTTLED BEER

Bud, Bud Light, Miller Lite, Coors Light, Michelob Ultra, Sam Adams, Sam Adams Seasonal, Heineken, Guinness, Blue Moon, Yuengling, New Castle, Corona, Corona Light, Amstel Light, Dos Equis Amber, Sierra Nevada

### WINE

Frontera Chardonnay, Frontera Cabernet, Frontera Merlot, White Zinfandel, Beringer White Zinfandel, Stone Cellars Pinot Grigio, Kendall Jackson Chardonnay, Lunetta Champagne

# HOT BEVERAGES



# COLD BEVERAGES

## ESPRESSO

	<u>12 oz.</u>	<u>16 oz.</u>
<b>MOCHA</b>	\$4.45	\$4.95
<b>WHITE CHOCOLATE MOCHA</b>	\$4.45	\$4.95
<b>CARAMEL MOCHA</b>	\$4.45	\$4.95
<b>ALMOND JOY MOCHA</b>	\$4.45	\$4.95
<b>CAPPUCCINO</b>	\$3.95	\$4.45
<b>CAFE LATTE</b>	\$3.45	\$3.95
<b>ESPRESSO</b>	\$2.75	\$3.25

Add Extra Espresso Shot \$1.00 Add Flavored Syrup \$1.00

## NON-ESPRESSO

	<u>12 oz.</u>	<u>16 oz.</u>
<b>COPILLOT HOUSE COFFEE</b>	\$2.25	\$2.75
<b>HOT CHOCOLATE</b>	\$2.95	\$3.45
<b>HOT CHOCOLATE &amp; CARAMEL</b>	\$3.45	\$3.95
<b>HOT CHAI TEA</b>	\$3.45	\$3.95
<b>HOT TEA</b>	\$2.25	\$2.75

**\$5.45 for 20 oz.**

## SHAKEN OVER ICE

**JOLT-N-GO**  
Peanut Butter, Chocolate, Espresso & Cream

**CHOCOLATE CARAMEL**  
Chocolate, Caramel, Espresso & Cream

**WHITE CHOCOLATE**  
White Chocolate, Caramel, Espresso & Cream

**MOCHA**  
Chocolate, Espresso & Cream

**HALF-N-HALF**  
White Chocolate, Chocolate, Espresso & Cream

**TAKE OFF**  
Chocolate, Espresso, Cream & Choice of Flavored Syrup

**CHAI**  
Chai Tea & Cream

## FROZEN

**CHOCOLATE**  
Chocolate, Espresso & Cream

**WHITE CHOCOLATE**  
White Chocolate, Espresso & Cream

**HALF-N-HALF**  
White Chocolate, Chocolate, Espresso & Cream

## SMOOTHIES

**STRAWBERRY**  
Just Sweet Strawberry

**WILD BERRY**  
Blueberry, Blackberry & Raspberry

**EXTREME PEACH**  
Peach & More Peach

**STRAWBERRY BANANA**  
Strawberry & Banana



# BOARDING TIME BURRITOS

## BUILD YOUR OWN

### \$8.95



### ~ YOU PICK ~

- (2) Soft Tacos • (1) Burrito

### ~ CHOOSE A SLOW ROASTED, SHREDED MEAT ~

- Beef • Chicken • Pork

### ~ ALL BURRITOS COME WITH ~

Lime Cilantro Rice or Spanish Rice  
and Pinto Beans or Black Beans

### ~ OPTIONS ~

- Monterey Jack Cheese
- Pico De Gallo (MILD)
- Roasted Corn Salsa (MEDIUM)
- Salsa Verde (HOT)
- Roasted Tomato Salsa (MEDIUM)
- Sour Cream
- Guacamole (ADD \$1)
- Hot Queso (ADD \$1)

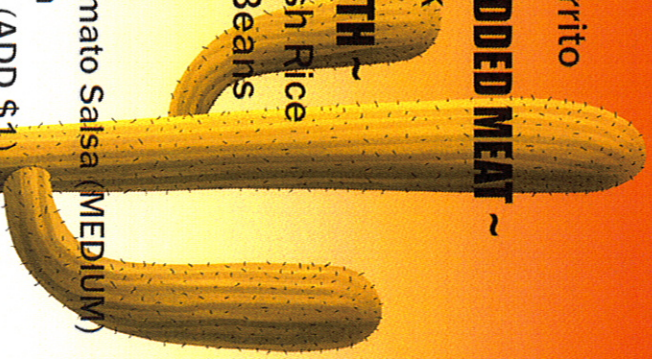
### ~ OTHER GREAT CHOICES ~

- Quesadilla ..... \$8.95
- Nachos ..... \$8.95

Your choice of meat, cheese, side salsa, sour cream & guacamole

### ~ SIDES ~

- Chips & Salsa ..... \$2.99
- Chips & Queso ..... \$3.99
- Chips & Guacamole ..... \$3.99
- Queso ..... \$3.99
- Guacamole ..... \$2.99



# TAILWIND

## Bar & Grill

### **HOT BBQ BEEF AND CHEDDAR**

Roast Beef Cheddar Cheese, BBQ Sauce and Horseradish on a Kaiser Roll

**\$8.95**

### **CLASSIC CHEESEBURGER**

Classic Burger with American Cheese, Lettuce, and Tomatoes on a Kaiser Roll

**\$8.95**

### **MEXICALI PORK SANDWICH**

Slow Roasted Sweet and Spicy Shredded Pork, Cheddar Cheese and Jalapenos served on a toasted Kaiser Roll

**\$9.95**

### **AMARILLO CLUB**

Turkey, Ham, Bacon, Pepper Jack Cheese, Lettuce, Tomato and Guacamole on Wheat Bread

**\$9.95**

### **CAPRESE PANINI**

Fresh Mozzarella, Spinich, Tomato and Pesto Aioli on a Ciabatta Roll

**\$9.95**

### **PESTO GRILLED CHICKEN**

Grilled Chicken, Provolone Cheese, Tomato, Roasted Red Pepper and a Pesto Aioli on a Ciabatta Roll

**\$9.95**

### **SMOKEY MOUNTAIN TURKEY**

Turkey, Gouda Cheese, Lettuce, Tomato and a Roasted Red Pepper Remulade on Wheat Bread

**\$9.95**

### **SANTE FE CHICKEN WRAP**

Grilled Chicken, Roasted Red Peppers, Shredded Cheddar, Tomatoes and Salsa in a Wheat Wrap

**\$9.95**

### **HOT ITALIAN PANINI**

Salami, Roasted Red Peppers, Pepparoncini, Provolone, Tomatoes, Onions, Mayo and Mustard on a Hoagie

**\$9.95**

### **HOT DOG**

Quarter Pound All Beef Hot Dog  
ADD CHILI AND CHEESE FOR \$1.00

**\$7.95**





# TAILWIND

## Bar & Grill

### Breakfast Menu

#### **BREAKFAST BISCUIT**

Egg, American Cheese, and Your Choice of Bacon or Sausage

**\$5.95**

#### **BIG BREAKFAST SANDWICH**

A Large Croissant with Eggs, Ham and Cheddar Cheese

**\$7.95**

#### **BREAKFAST BURRITO**

Scrambled Eggs, Monterey Jack and Cheddar Cheese, Chorizo and Salsa in a Flour Tortilla

**\$5.95**

#### **SHREDDED BEEF OR CHICKEN BURRITO**

Shredded Beef or Chicken, Scrambled Eggs, Monterey Jack Cheese and Salsa in a Flour Tortilla

**\$6.95**

### Tailwind

#### Breakfast Specials

#### **BREAKFAST TACOS**

Chorizo, Scrambled Eggs, Roasted Red Peppers, Monterey Jack and Cheddar Cheese, Salsa and Green Onion Served on Two Flour Tortillas

**\$7.95**

#### **MIGRAS**

Corn Tortillas Pieces Crisped in Oil with Onion and Green Pepper then Scrambled with Eggs, Monterey Jack and Cheddar Cheese, Topped with Salsa and Green Onion

**\$7.95**

#### **YOGURT PARFAIT**

Three Berry Blend and Vanilla Yogurt Topped with Oats and Honey Granola

**\$5.95**

**BREAKFAST ENDS AT 11:00**



• **SIGNATURE RIPPERS \$7.49** •

ALL BEEF DEEP FRIED HOT DOG  
SERVED ON A GOURMET HOT DOG ROLL

**WEST TEXAN**

Monterey Jack Cheese, Cojita Cheese and  
Green Chiles

**AMARILLO CHILI**

Monterey Jack Cheese, Chili and Onion Straws

**KANSAS CITY**

Bacon, BBQ Sauce, Grilled Onions and Cheddar  
Cheese

**SWISS MOUNTAIN DOG**

Grilled Mushrooms and Onions, Swiss Cheese and  
Deli Mustard

• **BUILD YOUR OWN RIPPER \$6.49** •

SERVED ON A GOURMET HOT DOG ROLL

**ADD TOPPINGS \$.49 each**

American Cheese, Swiss Cheese, Cheddar Cheese,  
Blue Cheese, Green Chile, Onions, Mushrooms,  
Pickles, Roasted Peppers, Jalapenos

**EXTRAS \$1.25 each**

Bacon, Guacamole, Chili, Fried Onion Strings

• **ADD HAND CUT FRENCH FRIES TO ANY ORDER \$1.99** •

• **SIGNATURE BURGERS \$8.49** •

SERVED ON A GOURMET ROLL  
WITH LETTUCE & TOMATO

**MEXICALI MELT**

Roasted Red Peppers, Jalapenos, and Cheddar  
Cheese

**BLACK AND BLUE**

Blackened Season and Blue Cheese

**WESTERN BBQ**

Fried Onion Strings, Cheddar Cheese and a  
Barbeque Sauce

**MUSHROOM AND SWISS**

Grilled Mushrooms and Swiss Cheese

• **BUILD YOUR OWN BURGER \$8.99** •

SERVED ON A GOURMET ROLL WITH LETTUCE & TOMATO

**ADD TOPPINGS \$.49 each**

American Cheese, Swiss Cheese, Cheddar Cheese, Blue Cheese,  
Green Chile, Onions, Mushrooms, Pickles, Roasted Peppers, Jalapenos

**EXTRAS \$1.25 each**

Bacon, Guacamole, Chili, Fried Onion Strings





**Peg Pack Candies and Snacks**

	Retail
Pretzel Hershey Milk Choc Cvrd	\$ 4.49
Pretzel Hershey Wht Creme Cvrd	\$ 4.49
TGIF Potato Skins Cheese&Bacon	\$ 3.99
Combos Cheddar Cheese Pretzel	\$ 4.99
Combos Cheddar Cheese Cracker	\$ 4.99
Cracker Cheez-It Orig	\$ 5.49
Cracker Cheez-It Cheddar Jack	\$ 5.49
Bear Naked Trail Mix Choc Chrr	\$ 5.99
Bear Naked Trail Mx PcnApplFix	\$ 5.99
Bear Naked Trail Mix Crnbr Prt	\$ 5.99
Cracker Cheez-It Original	\$ 3.99
Cracker Cheez-It Double Chs	\$ 3.99
Wholesome Medley	\$ 5.99
Sensible Medley	\$ 5.99
California Almond	\$ 5.99
NB Cluster Almond Crunch	\$ 6.99
Chex Mix Traditional	\$ 2.75
Chex Mix Cheddar	\$ 2.75
Gardetto's Rye Roasted Garlic	\$ 3.99
Gardetto's Original	\$ 3.99
Fritos Chips Corn Orig XVL	\$ 2.49
Peanuts Chipotle Big Bag	\$ 3.99
Planters Peanuts Dry Roasted	\$ 3.99
Trail Mix Nut & Chocolate	\$ 5.99
Trail Mix Nut/Seed/Raisins	\$ 5.99
Lifesavers PepOmint Bag	\$ 3.99
Gummy Bears	\$ 2.75
Fruit Berries/Cherry FrtSnack	\$ 2.99
Fruit Strawberry Snacks	\$ 2.99
Fruit Mixed Snacks	\$ 2.99
Raisinets Peg Bag	\$ 3.49
Spree Chewy Peg Bag	\$ 3.99
Starburst Original Peg Pack	\$ 3.99
Starburst Gummibursts Peg	\$ 3.99
M&M's Milk Choc Peg Pack	\$ 4.49
M&M's Peanut Peg Pack	\$ 4.49
M&M's Peanut Butter Peg Pack	\$ 4.49
Skittles Original Peg Pack	\$ 3.99
Starburst Original Peg Pack	\$ 3.99
Reese's PB Cup Mini Peg Pack	\$ 4.49
Twizzlers Strawberry	\$ 3.49
Twizzlers Cherry Nibs	\$ 3.49
Good & Plenty	\$ 3.99
Jolly Rancher Assorted Peg Bag	\$ 3.99
Reese's Pieces Peg Bag	\$ 3.99

**Candy Bars**

3 Musketeers	\$ 2.50
Almond Joy	\$ 2.50
Butterfinger	\$ 2.50
Gummi Life Savers	\$ 2.50
KitKat	\$ 2.50
M&M Peanut	\$ 2.50
M&M Plain	\$ 2.50
Payday	\$ 2.50
Reese's PB Cups	\$ 2.50
Reese's Pieces	\$ 2.50
Skittles	\$ 2.50
Snickers	\$ 2.50
Starburst	\$ 2.50
Twix	\$ 2.50

**Gums and Mints**

Dentyne Ice	\$ 2.75
Dentyne Fire	\$ 2.75
Extra Spearmint	\$ 2.75
Extra Wintermint	\$ 2.75
Extra Blast	\$ 2.75
Orbit Sweetmint	\$ 2.75
Orbit Arctic Ice	\$ 2.75
Orbit Peppermint	\$ 2.75
Orbit Wintergreen	\$ 2.75
Trident Ice	\$ 2.75
Trident Spearmint	\$ 2.75
Trident Red	\$ 2.75
Altoids Peppermint	\$ 3.95
Big Red	\$ 2.75
Juicy Fruit	\$ 2.75
Ice Breaker	\$ 2.50
Lifesavers	\$ 2.50
Tic Tac Freshmint	\$ 2.50

**Chips**

Cheetos	\$ 1.75
Fritos	\$ 1.75
Doritos(multiple flavors)	\$ 1.75
Ms. Vickies(multiple flavors)	\$ 1.75
Rold Gold Pretzels	\$ 1.75
Sunchips(multiple flavors)	\$ 1.75

**Misc Cookies, Crackers, Bars**

Famous Amos	\$ 2.00
Karrs Sweet and Salty Trail Mix	\$ 1.75
Kellogs Nutri Grain	\$ 1.50
Nature Valley (multiple flavors)	\$ 1.75
Nip Cheese Crackers	\$ 1.75
Toasty Crackers	\$ 1.75
Planters Peanuts	\$ 1.75
Quaker Chewy Granola Bar	\$ 1.75

**Misc Cookies, Crackers, Bars**

Famous Amos	\$ 2.00
Karrs Sweet and Salty Trail Mix	\$ 1.75
Kellogs Nutri Grain	\$ 1.50
Nature Valley (multiple flavors)	\$ 1.75
Nip Cheese Crackers	\$ 1.25
Toasty Crackers	\$ 1.25
Planters Peanuts	\$ 1.75
Quaker Chewy Granola Bar	\$ 1.25

**Energy Bars**

Cliff Energy Bar	\$ 3.95
Cliff Mojo Bar	\$ 3.95
Powerbar	\$ 3.95
Zone Bars	\$ 3.95

**Refrigerated Goods**

Ben and Jerry's	\$ 2.75
Choco Taco	\$ 2.75
Giant Ice Cream Sandwich	\$ 2.75
IC Cone	\$ 2.75
Ice Cream Candy Bar	\$ 2.75
Klondike	\$ 2.75
Magnum Bars	\$ 2.75
Oreo	\$ 2.75
Reeses Ice Cream	\$ 2.75
Toasted Almond Bar	\$ 2.75
Yoplait Yogurt(multiple flavors)	\$ 2.50
Dannon Yogurt(multiple flavors)	\$ 2.50
Hummus and Pita Chips	\$ 4.95

## **EXHIBIT C**

### **City's F & B Services Equip**

- 1 4 compartment bar sink w/ drain boards w/ hand washing sink w/ speed rack
- 2 SS bar sink with ice cooler drain board w/ speed rack with Coke bar gun
- 1 SS bar sink with ice cooler w/ drain board
- 1 10 ft S/S table with built in ice cooler Pepsi dispenser w/ under counter shelves
- 1 20 ft S/S island
- 1 Serve Well 3-vat steam table
- 3 Dynamic Cooking System 3 ft flat top grill 04F06182A / 01c005284
- 1 Dynamic Cooking System 3 ft char grill 94h08034a
- 1 Dynamic Cooking System 4 burner gas stove with oven
- 1 built-in S/S table with single vat sink
- 1 built-in 3 compartment sink with drain boards
- 1 10 ft S/S table
- 1 S/S table with built-in cup dispenser
- 1 Vulcan 35 pound fryer 48-149480
- 1 5 ft S/S table and hood system with Ansul system
- 2 S/S 4 compartment sink with drain board
- 1 5 ft S/S table with vegetable washing sink
- 1 10 x 20 KoolCo walk-in refrigerator
- 1 6 ft hood with Ansul System

# EXHIBIT D



Expense Category	1-Restaurant Bar	2-Coffee venue	3-Snack Shop	Anticipated Expenditures
Equipment/ Smallwares	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 50,000.00
Menu/POS System/ Security Cameras	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00
Allowance for Old Operators Equipment	\$ -			\$ 30,000.00
Signs/ outside sign finishings	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00
Furniture	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00
Refurbish of existing spaces	\$ 70,000.00	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00
Working Capital				\$ 67,500.00
<b>Total Anticipated Expenditures</b>	<b>\$ 117,500.00</b>	<b>\$ 47,500.00</b>	<b>\$ 37,500.00</b>	<b>\$ 300,000.00</b>

**EXHIBIT F**

**INSURANCE REQUIREMENTS**

**I. LESSEE'S LIABILITY INSURANCE**

- A. Lessee shall not commence business under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee.
- B. Lessee shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be named as an additional insured for the General Liability policy, and a waiver of subrogation is required on all applicable policies.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
Commercial General Liability including: 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned	\$1,000,000 Combined Single Limit
LIQUOR LIABILITY	\$1,000,000 Per Occurrence
WORKERS' COMPENSATION All States Endorsement if Lessee is not domiciled In Texas.	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000

- C. In the event of accidents of any kind related to this project, Lessee shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

**II. ADDITIONAL REQUIREMENTS**

- A. Lessee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and

## EXHIBIT F

endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

- B. Lessee's financial integrity is of interest to the City; therefore, 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. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Lessee shall be required to comply with any such requests and shall 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 Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- 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:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy which requires a waiver of subrogation.
  - 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 will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's Lease Agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain

## **EXHIBIT F**

any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to discontinue sales 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 operations 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.

2013 Insurance Requirements  
Aviation Department  
Food and Beverage Concessionaire RFP  
4/1/2013 ds Risk Management