

REQUEST FOR PROPOSALS ("RFP")

CONCESSION OPPORTUNITIES AT THE JACKSON HOLE AIRPORT, INCLUDING SECURE AND NON-SECURE AREAS OF THE PASSENGER TERMINAL BUILDING

JACKSON HOLE AIRPORT
Jackson, Wyoming
June 20, 2018

INTRODUCTION

The Jackson Hole Airport Board (the "Board" or "Airport Board") is seeking firms to provide proposals for the operation of a concessions opportunity at the Jackson Hole Airport. The concession opportunity includes a restaurant/bar and retail goods concession in the secure portion of the passenger terminal building (the "Terminal") at the Jackson Hole Airport, and a snack shop in the non-secure portion of the Terminal. The Board, which owns and operates the Terminal, is interested in attracting experienced, enthusiastic, and imaginative operators for the this concession opportunity. The successful proposer will begin operations on April 16th, 2019.

Each firm which intends to submit a proposal must register its name and contact information with the Airport promptly upon receipt of this RFP. Such registration shall be made through Kaitlin Perkins, at Kaitlin.Perkins@jhairport.org. Each such firm shall then be recorded as a proposer of record, for purposes of receiving clarifications, addenda or other pertinent information. All changes and/or clarifications will be distributed to all proposers of record in the form of addenda to this RFP. A list of proposers and others who have been issued RFP documents will be made available upon request.

OVERVIEW OF THE AIRPORT

The Jackson Hole Airport (the "Airport") is an air carrier airport located approximately seven miles north of the Town of Jackson in Teton County, Wyoming. The Airport is owned and operated by the Board under authority granted jointly by the Town of Jackson and County of Teton. The Airport is located entirely within Grand Teton National Park under an agreement with the United States Department of the Interior. The area boasts world class ski areas, and provides easy access to both Grand Teton and Yellowstone National Parks.

United, Delta, and American Airlines operate scheduled service at the Airport year-round. Frontier Airlines began seasonal service in June 2018. A total of 353,776 passengers were enplaned by commercial airlines at the Airport in 2017. By this measure, the Airport is the largest in Wyoming. In addition, 21 general aviation aircraft were based at the Airport, and 19,462 general aviation operations were conducted in 2017.

SCOPE OF SERVICES

The Board is seeking proposers to provide concessions services at the Jackson Hole Airport. The concessions opportunities available at the Airport include the restaurant/bar, which serves alcoholic beverages, non-alcoholic beverages, and food, the "Annex", which provides grab and go food and non-alcoholic beverage items from the restaurant, and the retail goods kiosk, which is located in the restaurant, and will offer newspapers, magazines and traveler convenience items, all located within the secure area of the Airport. An additional snack shop is located outside of the secured area that sells grab and go food and non-alcoholic beverages.

The restaurant/bar area currently consists of approximately 3,182 square feet of space. However, the Board issued an RFQ for restaurant design services in March 2018, and the existing restaurant facility is expected to be remodeled, and expanded by approximately 2,000 additional square feet. The Board intends to issue the award for this restaurant concession at a time in the design process which will ensure the upgraded and expanded facility incorporates the selected concessionaire's feedback. Construction on the restaurant remodel and expansion is expected to begin March 21, 2019 with Substantial Completion achieved by June 26, 2019. The existing restaurant design, along with the proposed area available for expansion, can be viewed in the diagram attached to this RFP as **Exhibit 4**.

The successful proposer operation will also be required to enter into a Liquor Service Management Agreement with the Board. The successful proposer will be required to take assignment of the Board's liquor license for sale of alcoholic beverages in the Terminal. The selected operator **must** be capable of qualifying for the assumption of operations under the liquor license and must remain qualified for the term of the Agreement. Any operator which is unable to qualify to take assignment of the liquor license will not be considered. If, after initial selection, it is determined that the operator is unable to qualify to operate under the liquor license, the Board may select another proposer or re-solicit proposals.

The selected concessionaire will be expected to provide the kitchen equipment necessary for their operation.

The snack shop area consists of approximately 220 square feet of space located in the non-secure area of the Terminal, in which airline ticketing (check-in), baggage claim, and car rental counters are located. It may be improved by the selected operator as proposed in its response to this RFP, subject to the approval of the Board.

The primary purpose of the snack shop is to sell sandwiches and sandwich-like items, hand-held breakfast items, snacks and non-alcoholic beverages. Respondents shall note that there will be no separate seating area provided in connection with the operation of the snack shop.

All items sold from the premises must be tasteful and of high quality. The Board reserves the right to approve all items offered for sale. Proposers are encouraged to develop unique and interesting concepts and service plans for the proposed space and may include multi-concept use of the areas. For example, respondents may propose to implement a specialty coffee or other specialty concept within the leased area. However, implementation of any such specialty concept must be in addition to the provision of food and non-alcoholic beverages.

The Board requires the concessions to be open 2 hours prior to the first flight of the day departing the Jackson Hole Airport, and to close no earlier than the time at which all passengers have boarded the last flight of the day. Additional consideration shall be given to providing services to Airport employees. Hours of operation may fluctuate seasonally, and can be adjusted at the discretion of the Airport's Executive Director upon written notice.

It is the goal of the Board to develop, provide and maintain concession facilities and services at the Airport that are of first class quality. It is the Board's objective to make available high quality products, efficient service, and reasonable prices.

Additionally, the Board requests that the proposer incorporate electronic efficiencies into their operation. The Board is looking for proposers that incorporate technological best practices into

their business practices, which would include items similar to online ordering, Apple pay, or other creative technological procedures that support a high volume and limited space operation.

GENERAL INFORMATION

Level of Service. The selected respondent must provide the highest quality service and sell permitted products to the public. The clientele is expected to include air travelers and employees of the Airport and Airport businesses.

Term. The basic term of the concession agreement will expire five (5) years after the commencement date. There may be an option to extend the term of the agreement after the initial period under the same terms and conditions as the original agreement.

Insurance. The operator of the concession shall arrange to provide insurance with limits specified in the concession agreement.

Fees and Rents. Beginning on the date of beneficial occupancy, the operator shall pay to the Board a minimum of 10% of the gross value of food and beverages sold, as defined in the agreement, payable in monthly installments on the first day of each month. The operator may bid a higher percentage of gross in its proposal. The proposer must also specify a Minimum Annual Guarantee as part of the proposal.

Pricing. The Board requires that operators of concessions provide high quality products and services at reasonable prices. "Reasonable prices" shall be judged primarily by comparison with those current for 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 (if any), and other factors affecting pricing at the Airport. Initial prices to be charged shall be as proposed by the operator and approved by the Board. Thereafter, the operator may submit requests to the Board to adjust prices on an annual basis. The Board will review any requests for adjustments to pricing annually at its October meeting or as soon thereafter as practicable. Final and continuing approval of prices vests in the Board.

Employee Discounts. The restaurant/bar must offer at a minimum an employee discount of 15% to airport, airport tenant and airline employees. The discount applies to the purchase of food and non-alcoholic beverages only. Discounted sales of food and non-alcoholic beverages to employees shall not be subject to the percentage rent described under "Fees and Rentals" above.

Refuse Removal/Recycling. The operator of the concession(s) will be expected to provide trash receptacles at an area designated by the Board. It shall provide separate receptacles by which its customers may recycle glass and newspaper wastes generated by and in conjunction with the operations. It shall make a good faith effort to recycle, but at a minimum shall cause waste of white glass, cardboard and newspaper generated by and in conjunction with its operations to be deposited so as to reasonably assure recycling. Additionally, the operator shall utilize compostable or eco-friendly packaging for to-go items to the extent possible.

Agreement. The operator must agree to the concession agreement and liquor license agreement with the Jackson Hole Airport. Sample agreements are included in the RFP package as **Exhibit 2** (sample concession agreement) and **Exhibit 3** (sample license agreement). The operator shall note that the final form of these agreements may vary slightly from those shown in Exhibit 2 and Exhibit 3 once final negotiations with the selected proposer have been completed.

SECURITY REQUIREMENTS

A portion of the concession opportunities are located within the Sterile/SIDA area of the Terminal and the operator will be required to comply with Federal and Board security requirements. The operator of this concession will be required to:

1. Establish and maintain an "Airport Tenant Security Program" meeting the requirements of 49 CFR Part 1542.113 (*Code of Federal Regulations*). Security measures to be assumed by the operator must include inspection of (a) vendor deliveries/merchandise to ensure they are not, and do not contain, items on TSA's Prohibited Items List prior to entering the Secure Area for consumption, sale or display, and (b) vendor employees, and delivery personnel to ensure they are not in possession of items on TSA's Prohibited Items List, except as necessary for job performance, prior to accessing the Secure Area, and (c) the operator of the concession must ensure that all tenant employees enter the sterile area via the screening checkpoint and that all product is inspected prior to entering the sterile area as outlined in the Airport Security Program.
2. Provide approved escort for vendor employees and delivery personnel requiring access to the Secure Area of the Terminal.
3. Make necessary improvements to operator's leased areas and areas designated for the operator's exclusive use to ensure adequate security and separation from areas where security measures are carried out under the Airports Security Program, any other Tenant Security Programs, and any exclusive areas in which an airline has assumed responsibility for specified security measures by amendment to the Airport's Security Program.
4. Submit to inspections by TSA and the Board to ensure compliance with the "Airport Tenant Security Program" and applicable rules and regulations which may be promulgated from time to time.
5. Comply with all Airport badging requirements which will require all persons employed by the restaurant to pass background checks and be eligible to work in the US.
6. The operator of the concession will be required to protect Sensitive Security Information (SSI), in accordance with 49 CFR Part 1520.

More information on these security requirements will be provided by the Board upon request.

CONTENTS OF STATEMENTS

Please include in your Statement the following information:

- A. Cover Letter - A signed cover letter describing your proposed restaurant/bar facility along with the name, phone, fax number, and e-mail address of the firm's primary contact person(s) for these services.
- B. Related Experience - Describe similar facilities which firm currently operates. Airport specific experience shall be highlighted.
- C. Overview of Theme – A written overview (no greater than 5 paragraphs) explaining the

theme of your operation, and how your operation of the concession at the Jackson Hole Airport will fit in with the sense of place in Jackson Hole and the theme of the Jackson Hole Airport. This is your opportunity to share the concept and vision for your operation of the concessions at the Jackson Hole Airport.

- D. Management Plan for the Operation – Describe intended management plan for the operation of the restaurant/bar at the Jackson Hole Airport to include at a minimum the below information.
- a. Organization chart for the proposed operations.
 - b. Resumes for proposed management staff (if available).
 - c. Staffing plan to include number of employees and shifts by job classification to cover the operating hours and seasonal business variations.
 - d. Customer service philosophy and programs.
 - e. Sanitation philosophy and plan for maintaining sanitation standards at the facility.
 - f. Transition plan that includes the timeline for takeover of the operations.
 - g. Environmental initiatives and recycling plan that detail how the operation will reduce its impact at the Airport and on Grand Teton National Park.
- E. Sample Menu – Include a sample menu or proposed goods with pricing that accurately represents your companies' expected offerings at the Airport.
- F. Financial Information.
- a. Furnish a statement of income, balance sheet and statement of cash flow, including notes thereto, all reviewed by an independent Certified Public Accountant, and attested to by the Proposer's chief financial officer, in sufficient detail to show the Proposer's financial capability to undertake and complete all the obligations specified in the Agreement. Said financial statements should be as of or for the period ending on the last day of your most recently completed fiscal year. A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested to by the chief financial officer of the subsidiary. A personal financial statement of an officer of a corporation shall not satisfy this requirement. Also, submit Securities and Exchange Commission Form 10K, if any, for the past two years for principals in the firm. If the Proponent is a recently formed entity, each participating member must submit their own financial documents.
- G. Proposal Form – A completed proposal form for each option you are proposing on (**Exhibit 1**).
- H. Insurance - Evidence of general liability and professional liability insurance for the firm and key personnel in an amount not less than \$1,000,000.
- I. References – A minimum of 3 references for the firm on similar scale restaurants/bars, preferably within the Northwest Mountain Region (Wyoming, Montana, Idaho, Utah, and Colorado). Please indicate which restaurants operations, if any, are located at airports and in the secure areas of such airports.

SELECTION PROCESS AND CRITERIA

A Selection Committee shall be formed by the Airport Board for the purpose of reviewing submitted proposals. In evaluating the proposals, the Selection Committee shall use the following criteria:

- A. Successful experience of the firm and its key personnel in operating similar facilities and performing all aspects of the requested services (20%).
- B. Qualifications and demonstrated capability of the firm and its key personnel to perform the requested services and necessary financial resources (20%).
- C. Management Plan for the Operation that includes a detailed description of the firms operations plan for the facility (15%).
- D. Theme of Operation to include overall concept and vision (20%).
- E. Sample menu to include suggested pricing (10%).
- F. % of Gross Revenue and Minimum Annual Guarantee the firm proposes (15%).

The Selection Committee may select a firm based solely on the proposals, it may request additional information to help with selection, and it may short-list firms for interviews. If oral presentations and interviews are deemed appropriate and necessary, then based on the evaluation of the proposals in combination with the results of the oral presentations and interviews, the Selection Committee shall select a top ranked firm and initiate a discussion to finalize the contract.

The Airport Board and the Selection Committee reserve the absolute right to conduct such investigations as they deem necessary to assist in the evaluation of firms and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the proposing firms. The purpose of such investigation is to satisfy the Airport Board that the firm has the experience, resources and commercial reputation necessary to perform its obligations under the terms of the proposed contract. Any incomplete, false or misleading information provided by or through the firm shall be grounds for non-consideration.

The Airport Board reserves the right to reject all or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise, or to proceed to provide the services otherwise determined to be in the best interest of the Airport. The Airport Board may, at its sole discretion, modify or amend any and all provisions of this RFP. The Airport Board reserves the right to extend the submittal date, in its sole discretion. The Airport Board may also make reasonable objection to the use of any individual, sub-consultant, subcontractor or supplier, in which event, the selected firm shall use an alternate individual, sub-consultant, subcontractor or supplier reasonably acceptable to the Airport Board. If any submittals are rejected, the Airport Board further reserves the right to investigate and negotiate with the next ranked firm in order of ranking or to reject all firms and re-solicit for additional consulting firms.

All submitted documents shall become the property of the Airport Board and may thereafter be used for any lawful purpose without compensation to the firm.

SCHEDULE OF KEY EVENTS, DATES, TIMES AND LOCATIONS

| | |
|---------------------------|-------------------------|
| RFP Advertised | June 27, 2018 |
| Deadline for Questions | July 20, 2018 |
| Proposals Due | 3:00 pm August 10, 2018 |
| Anticipated Date of Award | September 12, 2018 |

QUESTIONS AND INQUIRIES

All questions shall be directed in writing to the Assistant Administrative Manager at the Jackson Hole Airport, Anna Valsing, PO Box 159, 1250 East Airport Road, Jackson, Wyoming 83001 or by e-mail to anna.valsing@jhairport.org no later than July 20th, 2018. Responses to all questions will be made available to all registered proposers of record on July 27th, 2018.

Any questions, communication or contact with the Airport Board regarding this RFP should be directed only to the contact named above. Unless directed by this Request, Proposers should not contact Board Members or other Airport employees regarding this solicitation

SUBMISSION INSTRUCTIONS

Proposals should be submitted to the Airport Board, in care of the Executive Director. Interested firms shall submit five (5) separately bound copies of their Statements and one electronic version. Statements shall be limited to 25 pages, not including the title page, single page cover letters, table of contents, divider sheets, an appendix containing resumes, and insurance certificates. Statements shall use a minimum font size of 10 points, be on 8-1/2" x 11" size pages, and preferably be printed double sided (with each side being counted as one page for purposes of the page limit.) No elaborate special presentation brochures, color pictures, etc. are expected. Statements should be addressed to:

Jim Elwood, A.A.E., Executive Director
Jackson Hole Airport Board
P.O. Box 159
1250 East Airport Road
Jackson, Wyoming 83001

Statements must be received by **3:00 P.M. local time August 10th, 2018**. Late Statements and faxed or e-mailed Statements will not be considered.

The package containing your proposal must be plainly marked "Proposal for Jackson Hole Airport- Restaurant/Bar Concession." All information included in the proposal that is considered proprietary in nature must be clearly marked as such. The firm shall ensure the proposal is in proper form according to this RFP and shall acknowledge receipt of any RFP addendums that may be issued by the Airport Board.

CHANGES TO THIS RFP

The Airport Board reserves the right at its sole discretion, to extend the proposal submittal date, modify or amend any and all provisions herein, and to make changes to this RFP. Any changes and clarifications will be made by written addendum, which will be issued to those firms that have requested this RFP. It is the responsibility of each proposer to be properly recorded as a

proposer of record with the Airport Board, for purposes of receiving clarifications, addenda or other pertinent information. A list of firms which have been issued this RFP will be made available upon request.

FEDERAL CIVIL RIGHTS AND ACDBE REQUIREMENTS

The successful respondent for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, shall be prepared to comply with the following and all other nondiscrimination requirements, with respect to the award and performance of one of the concession agreements.

Operator will covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that it shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Operator will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance.

The concession agreement will be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The operator will agree that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The operator will agree to include the above statements in any subcontract covered by 49 CFR part 23 that it enter into, and cause those businesses to similarly include the statements in further agreements.

The Board encourages participation in this solicitation by disadvantaged business enterprises.

EXHIBIT 1 - PROPOSAL FORM
RESTAURANT/BAR, SNACK SHOP, AND RETAIL CONCESSION AGREEMENTS
JACKSON HOLE AIRPORT
Jackson, Wyoming

Statement contained herein must be complete and accurate. Omission, inaccuracy, or misstatement shall be cause for rejection of a proposal.

Name of Company: _____

Address: _____

Telephone No: _____

Contact Name: _____

E-Mail Address of Contact Person: _____

Entity Information:

_____ **Corporation*** _____ **Limited Liability Company*** _____ **Limited Partnership***
_____ **Sole Proprietor** _____ **General Partnership** _____ **Joint Venture** _____ **Other****

*If a corporation, Limited Liability Company or Limited Partnership, answer the following:

When formed? _____

Where formed (state)? _____

Is the entity authorized to do business in the State of Wyoming? Yes ☐ No ☐

Is the entity held: Publicly ☐ Privately ☐

**If other is selected above, please describe: _____

State the number of years engaged in business: _____

Have you ever been sued by an airport or others for issues pertaining to fee payment and/or performance

Yes ☐ No ☐

Have you ever had a bond or surety canceled or forfeited?

Yes ☐ No ☐

Have you ever been declared bankruptcy?

Yes ☐ No ☐

During the past 5 years, have any similar agreements held by Proposer been canceled?

Yes ☐ No ☐

Have you ever entered into an agreement with the Board, the Town of Jackson, or the county of Teton?

Yes ☐ No ☐

For any “Yes” answers above, please provide additional information below:

Financial Proposal

Proposer is to provide a percentage of gross airport revenues that they are proposing to pay the Jackson Hole Airport Board (the "Board") for each year of the initial contract period (3 years). If the proposer and the Board agree to the extended term as specified in the contract, the percentage of gross the proposer pays will remain the same as year 3. Percentage of gross airport revenues proposed must be 10% or greater. All payments will be made in accordance with the agreement.

% of Gross Year 1: _____

% of Gross Year 2: _____

% of Gross Year 3 (and possible term extensions year 4 and 5): _____

If the proposer wishes to suggest an alternate method for percentage of gross calculations other than a fixed amount per year, please explain below:

Proposer is to provide a Minimum Annual Guarantee (MAG) for each year of the initial contract period. In each year of the term of the Agreement, he selected proposer shall pay the percentage of gross Airport revenue specified above, or the MAG specified below, whichever is greater. . All payments will be made in accordance with the agreement.

Year 1 MAG: _____

Year 2 MAG: _____

Year 3 MAG (and possible term extensions year 4 and 5): _____

If the proposer wishes to suggest an alternate method for MAG calculations, please explain below:

PROPOSER'S DECLARATION

PROPOSER UNDERSTANDS, AGREES AND WARRANTS THAT:

- a. Proposer has carefully read and fully understands the information that was provided by the Board to serve as the basis for submission of this bid to operate this concession.
- b. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c. Proposer Information must be submitted with the proposal and is attached hereto.
- d. this Proposal may be withdrawn by delivering to the Board a request for withdrawal in writing at any time prior to 9:00 a.m. local time, on the date that the proposal is due, but may not be withdrawn for a period of 90 days after such date.
- e. all information contained in the Proposal is true and correct to the best of Proposer's knowledge.
- f. Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this Proposal, nor has it participated in the submission of more than one proposal in response to this Request for Proposals.
- g. Proposer did not receive unauthorized information from, nor initiate contact with: the Board, the Board's staff, the Board's legal counsel, any Board consultant and/or the Board's architect during the proposal period, except as provided for in the Request for Proposals for the Terminal Agreement at the Airport.
- h. No officer or employee of the Board or other affiliated entity shall have a financial interest, direct or indirect, in any contract with the Board, or shall be financially interested, directly or indirectly, in the sale to the Airport of any materials, supplies or service, except on behalf of the Airport as an officer of employee.
- i. The Board reserves the right to reject any and all proposals and to negotiate fees, terms and provisions which will bring the best level of overall performance of this concession to the Airport.
- j. By submission of this Proposal, the Proposer acknowledges that the Board has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Board permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

No proposal shall be accepted which has not been signed in ink in the appropriate space below by an authorized representative of the proposing entity.

Company Name: _____

By: _____
Signature

Date

Printed Name: _____ Title: _____

AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT

Jackson Hole Airport

Jackson, Wyoming

Board: **Jackson Hole Airport Board**

Lessee: _____

Dated: _____, 2018

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**AIRPORT FACILITIES LEASE AND CONCESSION AGREEMENT
JACKSON HOLE AIRPORT**

THIS LEASE, is made effective as of _____, 2018, between the JACKSON HOLE AIRPORT BOARD, a body corporate, organized under the laws of Wyoming, and having its office at the Jackson Hole Airport, P. O. Box 159, 1250 East Airport Road, Jackson, Wyoming 83001 (the "Board"), and _____, a _____, having a principal address of _____ ("Lessee").

RECITALS

The parties recite and declare that:

A. The Board is operator and proprietor of the Jackson Hole Airport, located north of the Town of Jackson in Teton County, Wyoming;

B. The provision of high quality and reasonably priced food and beverage services, and retail traveler-convenience merchandise 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 Board 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.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein, the Board 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, defined words and terms shall have the following meanings:

1.1 "Airport" is the Jackson Hole Airport located north of the Town of Jackson, in Teton County, Wyoming.

1.2 "Executive Director" means the manager/director of the Airport as may be designated by the Jackson Hole Airport Board, 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 by the Airport Board 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 sections 2.2.1, 2.2.2, 2.2.4, 2.2.5 and 2.2.6, and non-exclusive use space leased to Lessee as described in section 2.2.3.

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 Sales at a discount to Howdy Partners of the Jackson Hole Chamber of Commerce, and

1.7.4 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 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 right to conduct and operate food, beverage and retail merchandise concessions at the Airport.

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 and retail identified on the annexed **Exhibit A, A-1 and A-2**, as may be amended from time to time upon request of Lessee and approval of the Board, and such other or substitute or additional food, beverage and merchandise items as may hereafter be approved by Board 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 annexed **Exhibit A, A-1 and A-2** as may be amended from time to time upon request of Lessee and approval of the Board, pursuant to the standards set forth in section 3.7. Lessee shall make no changes to the price of any item on **Exhibit A, A-1 and A-2** without first obtaining the prior written approval of Board or its 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 1st in the period prior to the year for which the price adjustment is requested.

2.2 Terminal Building Space and Equipment. [NOTE: EXACT SPACES TO BE LEASED WILL DEPEND ON REMODEL AND FINAL PLANS] Board shall deliver the Premises, fixtures, equipment and furnishings specified herein to Lessee as they are improved or as they will be improved as identified in **Exhibit D**. So long as the improvements, equipment and furnishings are constructed in accordance with **Exhibit D**, and in accordance with applicable codes, Lessee shall accept the same "as is." Board 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 Board grants Lessee use of the following space in the Terminal:

2.2.1 exclusive use of the space identified in the annexed **Exhibit B** as Space Number 1, consisting of approximately _____ square feet (the "Restaurant Space") for the maintenance and/or operation of a kitchen, food service counter and related fixtures and equipment in the secure area of the Terminal, with **Exhibit B-1** providing a more detailed view of Spaces 1, 2 and 3;

2.2.2 exclusive use of approximately _____ square feet located at the east end of the baggage screening addition to the Terminal, for use as storage (the "Storage Space");

2.2.3 non-exclusive use, in common with others, of Space Number 2 described in **Exhibit B**, consisting of approximately _____ square feet, as a space where Lessee's customers may consume food and beverages (the "Seating Area");

2.2.4 exclusive use of the space identified in the annexed **Exhibit B** as Space Number 3, consisting of approximately _____ square feet, and which is included within the space identified in paragraph 2.2.3 above, for use as a retail gift shop (the "Gift Shop Space");

2.2.5 exclusive use of space identified located in the baggage screening addition to the Terminal building for placement and use of a cooler/freezer;

2.2.6 use of the equipment and furnishings identified on the annexed **Exhibit E** (the "Equipment") is "as is" condition; and

2.2.7 exclusive use of space identified on the annexed **Exhibit B** as Space Number 5, consisting of approximately _____ square feet, for sale of non-alcoholic beverages and merchandise.

2.3 Alcoholic Beverages.

2.3.1 Lessee shall have the exclusive right to sell beer, wine and other alcoholic beverages (collectively "Alcoholic Beverages") in the Terminal, at the approved prices set forth on **Exhibit A**, 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.

2.3.3 Lessee shall simultaneously enter into the Liquor License Assignment and Maintenance Agreement which is attached hereto as **Exhibit C** to this Lease. Any uncured material default by Lessee under the Liquor Service Management Agreement following written notice and a reasonable cure period shall constitute an uncured material default under this Lease, and any uncured material default under his Lease shall constitute an uncured material default under the Liquor License Assignment and Maintenance Agreement.

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 retail merchandise concessions at the Airport or in the Terminal. Board retains the right to enter into leases and/or agreements with others for the provision of food, non-alcoholic beverage, retail merchandise 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 Board'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 Executive Director.

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 Executive Director. If the Board 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, retail goods sales and activities reasonably necessary to support such activities.

III. OBLIGATIONS OF LESSEE

3.1 Rentals and Charges. Lessee agrees to pay Board, for the use of the Premises, and for services and privileges granted under this Lease of the following:

3.1.1 An amount equal to ____ percent (____%) of Gross Revenue from the sale of food, alcoholic and non-alcoholic beverages and merchandise of any kind, whether sold on the Premises, or sold or delivered elsewhere on the Airport to end-use customers, or sold or delivered to other Board tenants including fixed base operators. For purposes of this paragraph, the term "Lease Year" shall mean the period starting _____ in any one calendar year, and ending on _____ in the following calendar year, during the primary or any exercised option term of this Lease.

3.1.2 Provided, however, that if the percentage of Gross Revenues set forth in Section 3.1.1 above is less than the respective yearly amount shown below as the Operator's Minimum Annual Guaranteed fee ("MAG"), then Lessee shall instead pay the MAG: :

| | | |
|----------------------------|----------|-------|
| _____ 2019, to _____, 2020 | \$ _____ | _____ |
| _____ 2020, to _____, 2021 | \$ _____ | _____ |
| _____ 2021, to _____, 2022 | \$ _____ | _____ |

Monthly payment shall be the greater of 1/12th of the respective year's MAG or 10% of reported gross revenues for the previous month. The MAG payment shall be paid in advance on the first (1st) day of each month during each Lease Year, until such time as the Lessee has paid to the Board an amount equal to the respective annual MAG identified above. On or before the 20th of each and every month the Lessee shall provide the Board with a signed and certified Report of Gross Revenues for the preceding month, and payment of any percentage concession fee shown to be due for the preceding month.

Once the sum of such payments remitted has reached the MAG in any given Lease Year, the Lessee may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Lease Year. The Lessee shall continue

to report and remit each and every month after the annual MAG has been reached the full 10% of reported gross revenues for the previous month.

3.1.3 Lessee shall pay the Board the sum of \$200.00 for each calendar month of the primary term and any exercised option term of this Lease, for Lessee's use of utilities for the Premises, which are not separately metered, including water and electricity. 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. The Board retains the right to increase such monthly utility charge in a percentage equal to any increase in electric rates The Board experiences from the date of this Lease forward, provided, that in no event shall Lessee's month utility payment under this paragraph be greater than \$250.00.

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 Board 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 Board 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 Board gave Lessee written notice of each 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 Executive Director may impose such liquidated Lease damages upon the written statement of a Board employee that the violation has occurred. The Executive Director 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 above. Such liquidated damages shall be considered to be actual damages suffered by the Board 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 Board within five (5) business days of hand delivery of such notice of violation, in which event the protest shall be heard by the Board at its next regularly scheduled meeting, and payment of such Lease damages shall be stayed pending determination by the 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 BOARD IN ITS DISCRETION.**

3.1.5 If Board has paid any sum or has incurred any obligation which Lessee had agreed to pay or reimburse Board for, or if Board 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 Board 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 Board a statement, in the form annexed hereto as **Exhibit G**, of Gross Revenues received under section 3.1.1 above for the previous month, and shall simultaneously pay the Board amounts due thereunder. If any such statement and/or the Gross Revenue payment is not furnished and/or made to Board by the date due, Lessee shall pay Board an additional \$100.00 or 2.5% of such Gross Revenue, whichever is less, as a late fee, and not as liquidated damages or penalty. All such payments shall be made by Lessee to Board 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 Board 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 Board 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 Executive Director 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 Board 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 Board 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 Board by Lessee in the Teton County, Wyoming, 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 Board 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 Board 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 Board 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 Board, which acceptance shall not be unreasonable 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 Executive Director, 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 Executive Director made to Lessee's manager.

3.3.2 Cleaning and maintaining the Premises, including but not limited to its flooring, walls, counters furniture, 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 Executive Director made to Lessee's manager, and upon termination of this Lease delivering up the Premises to Board 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 Executive Director. The program shall include, without limitation, the cleaning of inside, Premises doors inside and outside, and the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and Equipment located on the Premises, 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 Executive Director or by other governmental agencies having authority. Notwithstanding the above, the Board shall provide major maintenance for the Equipment, and shall replace Equipment that becomes unserviceable, both upon notice from Lessee that the same is necessary, and Board 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.

3.4 Insurance.

3.4.1 Lessee shall carry public liability insurance with responsible insurance underwriters qualified to transact business in the State of Wyoming, insuring Lessee and Board as their interest may appear against all legal liability for injuries to persons (including wrongful death) and damages to property caused by the Lessee's use and occupancy of the Premises or otherwise caused by the Lessee's activities and operations on and from the Premises, with liability limits of not less than \$1,000,000 for any occurrence involving injury (including wrongful death) and not less than \$50,000 for property damage resulting from any one occurrence. Lessee shall furnish Board with a certificate of insurance which shall provide that the Board is an insured under said policy and that the policy cannot be cancelled or materially modified except upon ten days advance written notice to Board.

3.4.2 Lessee shall carry workers compensation insurance on each of its employees in the manner and at limits required by Wyoming law.

3.4.3 Failure of Lessee to obtain and maintain insurance required in sections 3.4.1 and 3.4.2 above, as evidenced by Lessee's failure to provide the Board with a certificate of such insurance within ten (10) working days of written request, shall be a material breach of this Agreement, and shall not be subject to the thirty (30) day cure provisions of section 6.2.3 below.

3.4.4 Lessee may insure in such amounts as Lessee shall deem appropriate with respect to any other risk, including risk to personal property or trade fixtures located on the Premises.

3.4.5 Lessee shall, at its own expense, procure liquor liability insurance in an amount of not less than \$1,000,000 covering alcoholic beverage service operations on the Premises, which policy shall show Board as co-insured. Such coverage may be as an endorsement to the policy required by section 3.4.1 above, but shall be in addition to the amount of its coverage.

3.5 Indemnification of Board. Lessee agrees to indemnify and hold Board harmless against all liability for injuries to persons or damage to property caused by Lessee's negligent or intentional operations at and from the Airport, or negligent or intentional use or occupancy of the Premises, other than injuries or damage caused by the gross negligence or willful or intentional misconduct of Board.

3.6 Hours of Operation. Lessee hereby covenants and agrees, that with respect to operations authorized under this Lease:

3.6.1 Lessee shall open the restaurant/bar and retail space for business, at all times reasonably necessary to serve the public, which in the absence of Board's agreement in writing to the contrary shall be on each calendar day during the Term, from two hours prior to the first scheduled flight of the day, until boarding has closed for the last departing flight of the day. The Board may grant exemptions from the schedule set forth above, if the Board in its discretion determines that as a result of unanticipated circumstances, such hours of operation are not necessary to serve the public.

3.7 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 current 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 **Exhibits A, A-1 and A-2**. Thereafter, the operator may submit requests to the Board to adjust prices annually pursuant to section 2.1.2 above, but may add new items and associate prices at any time with prior Board approval. Final and continuing approval of prices vests in the Board. Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar price reductions to volume purchasers.

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 Board of all items offered for sale by Lessee from the Premises, provided, that Board may in its reasonable discretion, limit the

nature of non-food items sold, even if the same type of item is offered for sale by others in the terminal;

3.8.3 it will offer an employee discount of 15% to Board, airport tenant 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 Wyoming 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 Executive Director of all advertising material, including the use of brand name products on its packaging;

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 Executive Director; 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 Board; and

3.8.11 it will operate at the Airport only under the name "Jedediahs" or such other name or names approved by Board from time to time.

3.9 New Government Regulation. In the event Board is required to make additional direct expenditures in connection with the implementation of any future federal regulation imposed upon Board as a result of Lessee's operation during the term of this Lease, Board may call a conference for the purpose of discussing and determining methods of compliance and recovery from the Board and affected Lessees of costs so incurred, and Lessee and Board 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 shall be available during regular business hours, either on the Premises or by telephone.

3.12 Maintenance of Liquor License.

3.12.1 Lessee shall take all reasonable actions necessary to maintain the Liquor License, and any successor thereto, 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 make future necessary improvements to Lessee's Premises to ensure adequate security, and separation from areas where security measures are carried out under the Board's Airport Security Program (the "ASP"), any other Tenant Security Programs, and any exclusive areas in which an airline has assumed responsibility for

specified security measures by amendment to the ASP, provided, however, that the Board shall make any such improvement if the same are listed on the annexed **Exhibit D**.

3.13.3 Lessee shall comply with any applicable provisions of the Board's 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). The Board shall provide Lessee with amended or updated Security Requirements when promulgated, and Lessee shall acknowledge receipt pursuant to paragraph 3.13.7 below. Lessee shall submit to inspections by TSA, the Board and/or their security screening contractor, to ensure compliance, with Security Requirements.

3.13.4 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 Board.

3.13.5 To the extent that any action or omission by Lessee, its officers or employees, to follow Security Requirements results in the Board 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 Board for any such Fine, together with the reasonable costs incurred by the Board in defending against the proceeding or actions which has resulted in the Fine. The Board 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, as soon as any protest or appeal process have run or the time for taking them has expired.

3.13.6 Lessee acknowledges that all products delivered and transported to the secure portion of the Terminal, are subject to inspection by Security Screeners, regardless of by whom they are employed. 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.

3.13.7 Lessee acknowledges that all Security Requirements which are shown or provided to it under paragraph 3.13.3 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 Board, 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.

IV. OBLIGATIONS OF BOARD

4.1 Quiet Enjoyment. Board 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 Except as provided in section 3.3 above, during the term of this Lease, Board 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 As its sole expense, the Board shall deep clean the carpeting in the area described in section 2.2.3 above not less than twice per year. The Board shall also be responsible for washing the inside and outside of exterior windows.

4.2.3 Board 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 three (3) years commencing on _____, 2019.

5.2 Option to Renew. The Board shall have the option to extend the term of this Lease for two option periods of one (1) additional year each, which option(s) may be exercised by the Board giving notice to the Lessee in writing at least six (6) months prior to expiration of the primary term, and at least six (6) months prior to expiration of the first option term, as the case may be. In the event the Board fails to timely exercise either such option, this Lease shall terminate upon expiration of the then current term. The MAG for the option term(s) shall be the highest MAG set forth for any Lease Year in paragraph 3.1.2 above.

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 Board, 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 Board 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, Board 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 notice of the overdue payment is sent to Lessee,

6.2.2 Failure by Lessee to conduct business at the Airport for a period of five (5) 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 Board 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 Board 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 Assignment and Maintenance Agreement annexed as **Exhibit C**, for a period exceeding thirty (30) days, or any default under said Agreement by Lessee.

6.2.5 Failure to maintain 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 Board 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 Board, 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 Board. Upon the occurrence of any event of default under section 6.2 above, the Board 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 or 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 Board hereunder or of any damages accruing to Board by reason of the Lessee's violation of any term, condition or covenant of this Lease.

6.3.1 Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Board, and if Lessee fails to do so, Board 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 or damages therefore. Lessee agrees to pay to Board on demand the amount of all loss and damage which Board 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 Board 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 Board on demand for reasonable expenses which Board may incur in effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Board 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.

6.4 Non-Waiver. No condoning, excusing or overlooking by the Board 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 Board'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 Board, except only an express waiver in writing. All rights and remedies of the Board 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 in Board. Board 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 Board 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 Board, other than refund of any prepaid rent, unless Board 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 Board 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 Board for its actual costs incurred in repairing the Premises. Nothing in this Lease shall be construed as a waiver of the right of Board 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 Board, 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 Board. The rights and obligations of the Board under this Lease may be assigned by Board, at the option of Board, 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, or to seek any legal or equitable remedy including, but not limited to, those set forth in Wyoming Statute Section 16-3-114(c)(ii) as it now exists or may hereafter be amended. A current copy of which will be kept on file in the Executive Director's office and available to Lessee during normal business hours.

8.2 Lease Subordinate.

8.2.1 This Lease is expressly subject to the terms and conditions of the AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD dated April 27, 1983 (the "Agreement"), as amended, and all applicable federal, state and local laws, rules and regulations. To the extent anything herein conflicts with the Agreement or the applicable laws, rules and regulations, the provisions of the Agreement, or the applicable laws, rules and regulations shall control.

8.2.2 Board 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.

8.2.3 This Lease shall be subordinate to any existing or future agreement between Board 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 Board. Board, 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 Board may be obligated to do or have the right to do under this Lease, or under any other agreement to which Board is a party or under applicable law. As to the non-public portions of the Premises, except in the event of emergency the Board shall give Lessee prior notice of such inspections.

8.5 Service Entrances. Board 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. The following shall apply to Lessee improvements to the Premises, other than those described in the annexed **Exhibit F**:

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 Board approval, which approval shall not be unreasonable withheld. Board 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 Executive Director certificates establishing coverage for workers compensation in the amounts and form required by Wyoming 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 Board.

8.7 Airport Concessionaire Disadvantaged Business Enterprise.

8.7.1 It is the policy of Board 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 Board-approved subleases and cause all sub-lessees to similarly include clauses in further subleases.

8.7.4 Lessee agrees that a number of Airport Concessionaire Disadvantaged Business Enterprises ("ACDBEs") that reasonably reflects their availability in the Teton County market area, in the absence of discrimination, to do the types of work required will participate throughout the term of the Lease and account for a percentage of the estimated annual Gross Revenue of Lessee equivalent to a level set in accordance with §§23.47 through 23.49 of 49 CFR Part 23. That level is 2% as of the effective date of this Lease. Lessee agrees that the extent of ACDBE participation may be reviewed by the Board before the exercise of any renewal option, to consider whether an increase or decrease in ACDBE participation is warranted under applicable FAA guidelines, and if the same is warranted, Lessee agrees that its obligation under this section 8.7.4 may be increased or decreased.²⁰⁸ Lessee agrees that any ACDBE subcontractor or supplier participating in this Lease, which is unable to perform successfully, will be replaced by another ACDBE if the remaining term of the Lease makes this feasible. In the event that such action is not feasible, Lessee will make good faith efforts during the remaining term of the Lease, to encourage ACDBEs to compete for the purchases and/or leases of goods and services to be made by Lessee. Lessee shall ensure that any ACDBE participant in this Lease shall be a form acceptable to the FAA, such as a sublease, joint venture, partnership or contract for provision of goods and/or services. From time to time upon request, Lessee shall provide the Board and/or FAA with documentation that ACDBE participants under this Lease are properly certified, and the form of participation remains current.

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 Board immediate written notice of the Filing; Lessee will promptly confirm the outstanding amount of any obligations hereunder due the Board 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 Board 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 60th day following the date of the Filing without the prior express consent of the Board.

8.8.3 If Lessee determines that it wishes to assume this Lease, the Lessee will cure all defaults, compensate the Board for all damages incurred as a result of such defaults, provide the Board 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 Board not less than 60 days notice of such intention, provide to the Board all pertinent information with respect to the proposed assignee concurrently with the notice, cure all defaults, compensate the Board for all damages incurred as a result of such defaults, provide the Board 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 Preferential Premises to the Board in the condition and on the terms set forth herein relevant to the redelivery of possession to the Board, 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 Board to exercise any default rights or remedies arising from such default.

8.9 Reservation of Board Rights. Notwithstanding anything herein to the contrary, the Board 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 Board 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 Board 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 Board deems appropriate, without interference or hindrance by Lessee, and the Board 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 Board 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 Board determines that the public interest requires modification of the Terminal, which would eliminate or modify all or any part of the Premises, or the Board constructs a substitute Terminal building, then to the extent reasonably requested by the Board, Lessee agrees to consult and cooperate in the design of substitute Premises in such a remodeled or substitute Terminal; and

8.10.1 At the Board'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 Board 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 Board 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, beverage and retail service in the modified or substitute 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 Board, to the extent Board is a prevailing party in any legal action brought by Board 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 Board'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 Board 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 Board 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 Wyoming, and any action to enforce or interpret its provisions shall be brought in a court in and for Teton County, Wyoming.

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 Board 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 Board 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.

IN WITNESS WHEREOF, the parties have executed this Lease on the ____ day of _____, 2019, effective as of the day and year first above written.

JACKSON HOLE AIRPORT BOARD

Attest:

, Secretary

By: _____
, President

By: _____

LIQUOR LICENSE ASSIGNMENT AND MAINTENANCE AGREEMENT

This Liquor License Assignment and Maintenance Agreement (the "Agreement") is made effective as of the _____ day of _____, 2018, by and between the **JACKSON HOLE AIRPORT BOARD**, a body corporate, with an address of P. O. Box 159, Jackson, Wyoming 83001 (the "Board"), and _____, a _____, with an address of _____ (the "Licensee").

RECITALS

A. Licensee is and/or will be Lessee under an Airport Facilities Lease and Concession Agreement with the Board whereby certain premises in the Jackson Hole Airport Terminal Building (the "Terminal") are and/or will be leased for purposes of conducting a food, beverage and Liquor Service business (the "Concession Agreement"),

B. The Board of Teton County Commissioners (the "Commissioners") has approved and issued to Licensee, a retail liquor license (the "License") for operation in the Terminal;

C. The Board desires to provide to the traveling public at the Jackson Hole Airport (the "Airport") the amenity of beer, wine and liquor service (collectively hereinafter, "Liquor Service"), both alone and in conjunction with food service, under the Concession Agreement(s) and under any future agreement which the Board may enter into with a successor operator of Licensee; and

D. The Board has determined that it is in the best interest of the Airport and the traveling public that Liquor Service be available in the Terminal, during the term of Licensee's Concession Agreement(s), and thereafter.

NOW, THEREFORE, for valuable consideration, including execution by the parties of one or more Concession Agreements and the faithful performance thereof, it is agreed between the parties as follows:

1. Maintenance of License; Assignment and Transfer of License.

1.1. Licensee shall maintain the License in full force and effect, periodically renew the License as necessary to keep it in force and effect, and operate the License in accordance with all applicable federal, state and local laws and regulations, during the entire term of the Concession Agreement(s), and any extension or renewals thereof, at its own cost and expense.

1.2. Licensee shall abide by all the terms and conditions of the Concession Agreement(s) in its operation of the License in the Terminal.

1.3. Other than as set forth in Paragraph 2.1 below, Licensee shall not sell, assign or transfer the License, and shall neither apply for transfer nor transfer the location of use of the License, without the express written approval of the Board, which approval may be unreasonably withheld.

2. Obligation of Licensee to Assign License; Limited Power of Attorney.

2.1. In consideration for this Agreement, the Concession Agreement(s) and the right to operate the License in the Terminal, the receipt and sufficiency of which is hereby acknowledged, Licensee agrees that upon the earliest of the following events: (a) termination of all Concession Agreement(s) with Licensee; or (b) written notification by the Board that a successor Concession Agreement shall not be offered to Licensee; or (c) ninety (90) days prior to expiration of all Concession Agreements, Licensee agrees to take the following actions: (i) apply to the Teton County Board of County Commissioners for approval for Licensee to assign, transfer and/or sell the License to the Board, or upon written direction of the Board to a successor operator chosen by the Board, and (ii) upon receipt of such approval, and upon termination or expiration of the Concession Agreement(s), to undertake all measures and execute all documents necessary to accomplish such sale, transfer and reassignment. No additional consideration shall be due to Licensee for such sale, transfer and/or assignment. Licensee agrees to undertake such actions and execute such documents promptly and pursue them diligently.

2.2. To ensure the performance of Licensee's obligations and covenants per paragraph 2.1, Licensee, by execution and delivery of the Limited Power of Attorney attached hereto as **Exhibit 1**, has appointed the Board as its attorney in fact for the limited purpose of applying to the Teton County Board of County Commissioners for approval of such sale, assignment and/or transfer of the License, and to execute such documents as may be necessary to accomplish such sale, assignment and/or transfer on behalf of Licensee, should it become necessary for the Board to do so. Notwithstanding the foregoing, the Board expressly agrees that it shall not exercise the power granted by the Limited Power of Attorney attached hereto as **Exhibit 1**, unless Licensee has failed within seven (7) days after written notice by the Board to undertake any and all actions required of Licensee per paragraph 2.1 above.

3. Miscellaneous Provisions.

3.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming.

3.2. This Agreement and the Concession Agreement(s) constitutes the full agreements of the parties with respect to the retail liquor license, and may not be altered, amended or rescinded except by a writing signed by the parties.

3.3. Paragraph headings in no way define, limit, extend or interpret the scope of this Agreement or any particular paragraph.

3.4. Waiver by either party of any right or remedy hereunder, in any particular instance, shall not be deemed to constitute a waiver of any subsequent similar instance.

3.5. Failure of Licensee to perform under this Agreement shall be a material default of its obligations under the Concession Agreement(s). Failure of Licensee to

perform under any Concession Agreement shall be a material default of its obligations under this Agreement.

3.6. If any portion of this Agreement is held to be unlawful or of no effect, it shall not impair the effectiveness of remaining portions of this Agreement, provided the remaining portions would carry out the parties' intent as set forth in the Recitals. If this entire Agreement is declared to be unlawful or of not effect, the parties agree to negotiate, in good faith, to execute a new agreement to carry out said intent.

3.7. The officer of Licensee signing below represents and warrants that he/she has full power and authority to execute this Agreement and the Power of Attorney annexed hereto as **Exhibit 1** on behalf of Licensee, and his/her signature if effective to bind Licensee to this Agreement and to such Power of Attorney.

3.8. The officer of the Board signing below represent that he/she has the full power and authority to execute this Agreement on behalf of the Board, and that his/her signature is effective to bind the Board to this Agreement.

3.9. This Agreement shall become effective on the date set forth above, and shall continue in effect until the License has been duly sold, transferred and/or assigned by Licensee in accordance with the terms of this Agreement.

Executed effective as of the date and year first above written.

Attest:

JACKSON HOLE AIRPORT BOARD

Secretary

By: _____
_____, President

Attest:

Secretary

By: _____

