

**FOOD AND BEVERAGE MANAGEMENT SERVICE
CONCESSION AGREEMENT
PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE**

THIS AGREEMENT is made and entered into this 2nd day of February, 2022, by and between the Pease Development Authority ("PDA"), an agency of the State of New Hampshire having a principal office at 55 International Drive, Portsmouth, New Hampshire, and Great Circle Catering, LLC ("Great Circle") a New Hampshire limited liability company having a principal office at 104 Grafton Street, Portsmouth, New Hampshire 03801, for the granting and operation of a Food and Beverage Management Service Concession at Portsmouth International Airport at Pease, 36 Airline Avenue, Portsmouth, New Hampshire ("PSM" or "Airport Terminal Building"), in accordance with the terms and conditions as provided herein.

The PDA hereby grants to Great Circle the right to operate a Food and Beverage Management Service Concession at PSM, and Great Circle shall provide such Food and Beverage Management Service Concession, all upon and subject to the following express terms and conditions:

1. This Agreement shall be for a period of seven (7) years beginning on January 1, 2022 and expiring on December 31, 2028, unless otherwise extended or terminated earlier pursuant to the terms of this Agreement.

Great Circle shall have three (3) options of one (1) year each to extend this Agreement, subject to the approval of the Executive Director of the PDA. In no event shall this Agreement extend beyond ten (10) years from the commencement date. The options granted in this Agreement must be exercised in writing and delivered to the Executive Director of the PDA consistent with the provisions of Paragraph 17 of this Agreement, no less than three (3) months before the expiration of the then current term.

2. Great Circle shall provide Food and Beverage Management Services in accordance with the terms and conditions as stated in **Exhibit B** of this Agreement and incorporated herein by reference. PDA reserves the right to approve all equipment used by Great Circle and to make changes in the type of equipment provided at PSM under this Agreement.

3. PDA shall permit Great Circle to utilize space on a non-exclusive basis in the Airport Terminal Building, as depicted in **Exhibit A**. With the exception of any PDA owned equipment which may currently be present in the Terminal, Great Circle shall, at its own cost and expense, deliver, install and maintain any equipment necessary to fulfill the terms of this Agreement. A list of PDA owned equipment and Great Circle owned equipment on site at PSM as of the commencement of this Agreement is attached hereto as **Exhibit C**.

4. As consideration for the privilege of operating the Food and Beverage Management Service Concession hereunder, Great Circle shall pay to PDA each month during the term of this Agreement a sum of money which represents a percentage fee ("Percentage Fee") of its gross revenues from all services provided by Great Circle in connection with this Food and Beverage Management Service Concession at PSM (excluding any applicable sales tax and gratuities), as follows:

Years 1-3:	Ten percent (10 %) of gross revenues.
Year 4:	If Year 3 Scheduled Enplanements (Commercial) are over 100,000 enplanements the percentage fee will increase to eleven percent (11%), otherwise it shall remain at ten percent (10%).
Year 5:	If Year 4 Scheduled Enplanements (Commercial) are over 100,000 enplanements the percentage fee will increase to twelve percent (12%), otherwise it shall remain at the Year 4 rate.
Years 6-7:	Twelve percent (12%) of gross revenues, unless Scheduled Enplanements (Commercial) exceed 250,000 enplanements in the prior year in which case the percentage fee shall increase to thirteen percent (13%).*
Option Years:	Fourteen percent (14%) of gross revenues.*

*Should Scheduled Enplanements (Commercial) drop below 50,000 in any applicable year, the Percentage Fee shall be ten percent (10%) of gross revenues for the subsequent year.

All payments of the Percentage Fee shall be paid on a monthly basis in arrears by the fifteenth (15th) day of the month following the month of their accrual and shall be accompanied by documentation of daily gross revenues for each month in which Percentage Fees are due hereunder.

5. Great Circle's sales and business records shall contain sufficient information and detail in the event that PDA chooses to audit the gross sales data submitted by Great Circle. PDA reserves the right to require receipt of audited statements from Great Circle at the end of each fiscal year.

6. PDA shall retain the right to review Great Circle's sales and business records in connection with its operations at PSM at such times as PDA deems necessary. Great Circle shall maintain its records in an orderly and accessible format. Great Circle shall make such records available for inspection, examination and audit by the PDA and its agents. Records shall be maintained by Great Circle for a period of three (3) years following the expiration or termination of this Agreement.

7. Great Circle shall at all times maintain its service areas in a sanitary, neat, clean, and working condition and shall make all necessary repairs to the equipment which is damaged but only in the event such damage is caused by the negligence of Great Circle, reasonable wear and tear excepted.

8. Great Circle shall comply with all rules and regulations of the PDA as may be established for the conduct and operation of Great Circle and others at PSM and such future rules and regulations as may, from time to time, be established during the term of this Agreement, including such requirements as may be reasonably imposed for reasons of health, safety, sanitation, good order, security of PSM and prevention of uncontrolled access to the premises.

9. Great Circle shall comply with all applicable license (including food service and liquor licenses), permit, and other regulatory requirements which may be necessary for the conduct of its operations and shall comply with all laws, rules and regulations which may, from time to time, be applicable to Great Circle's operations hereunder.

10. Great Circle covenants and agrees to indemnify and hold harmless PDA, its directors, officers, agents and employees, from and against any and all claims for damages or injuries, including death, to persons or property arising out of or claimed to arise out of or incident to Great Circle's use and occupancy of the facilities at PSM or operation of equipment and services thereon in connection with the Food and Beverage Management Service Concession. This provision shall survive the termination or expiration of this Agreement.

11. Great Circle shall provide Commercial General Liability, Automobile and Worker's Compensation insurance coverages in such amounts as are more specifically set forth in Exhibit B of this Agreement. Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain: (i) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA; (ii) provide that the insurer shall have no right of subrogation against the PDA; and (iii) be primary and non-contributory with respect to any coverages carried by PDA.

12. Great Circle shall offer to the public high quality products and services at a reasonable cost. Continuing failure by Great Circle to maintain high standards of service and quality of product to the satisfaction of PDA shall be a breach of covenant sufficient for termination of this Agreement by PDA at its sole discretion.

13. Great Circle shall have full responsibility for setting prices for the food and beverages it offers to the public subject to the requirement that prices reflect prevailing market conditions in the greater Portsmouth, New Hampshire area and a good price-value relationship for the products sold.

14. The failure by Great Circle to observe and perform any provision of this Agreement to be observed or performed by Great Circle, where such failure continues for thirty (30) days after written notice thereof by PDA to Great Circle, shall be a default and breach of this Agreement; provided that if the nature of such default/breach is such that the same cannot reasonably be cured within such thirty (30) day period, Great Circle shall not be deemed to be in default/breach if Great Circle shall within such period commence such cure and thereafter diligently prosecute the same to completion. In the event of any unremedied default or breach by Great Circle, the PDA may terminate this Agreement upon written notice to Great Circle. Notwithstanding the foregoing, PDA may terminate this Agreement immediately upon written notice due to Great Circle's failure to provide the insurance coverages required under Paragraph 11 of this Agreement. Upon termination, Great Circle shall remove all of its equipment and furnishings from the premises and leave the premises in a clean, neat, and orderly condition.

15. This Agreement shall not be subcontracted, assigned or transferred by Great Circle without the prior written consent and approval by PDA. No subcontract or other transfer entered into by Great Circle shall relieve it of any of its liabilities and obligations hereunder.

16. PDA shall provide without cost utility hookups for Great Circle's use in the installation of equipment hereunder and shall be responsible for all costs of supplying utility service to said equipment. PDA shall not guarantee the uninterrupted provision of utilities to Great Circle's equipment but shall ensure that all reasonable and diligent efforts are undertaken in restoring interrupted service. No failure to furnish or no delay in or interruption of any utility service shall relieve Great Circle of any of its obligations hereunder, or shall constitute grounds for any diminution or abatement in the Percentage Fee payable under this Agreement, or grounds for any claim by Great Circle for damages, consequential or otherwise.

17. All notices provided for in this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed:

To PDA:

Executive Director
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

To Great Circle:

Great Circle Catering, LLC
104 Grafton Drive
Portsmouth, NH 03801
Attn: Michael Murphy

or at such other address as may be hereafter provided.

18. Nondiscrimination: Great Circle for itself; its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Agreement 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 provision of food and beverage services; (2) that in the construction of any improvements on, over, or under such food and beverage concession service areas or 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 Great Circle shall use the food and beverage service areas in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

19. Great Circle assures that it will undertake an affirmative action program as required by 14CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Great Circle assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Great Circle assures that it will require that its covered suborganizations provide assurances to it that they similarity will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, subpart E, to the same effect.

That in the event of breach of any of the above nondiscrimination covenants, PDA shall have the right to terminate this Agreement and to reenter and repossess said food and beverage concession service areas and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

20. Municipal Services Fee. In addition to the fee required to be paid under the terms of this Agreement, Great Circle shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of the concession fee. To the extent the concession premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, Great Circle may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no fuliher obligation to provide such services. For so long as municipal taxes are imposed against the concession premises, or on Great Circle for all three of fire, police and roadway services, and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this Agreement shall terminate.

In the event the Concession premises, or any portion thereof, are removed from the Airport District, Great Circle shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

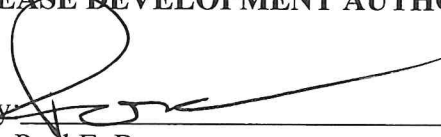
21. Great Circle will be permitted to post signs at the following locations in the Airport Terminal Building for the purpose of identifying its presence in connection with its Food and Beverage Management Service Concession at PSM.

- a. Pre-security Public Area
- b. Post Security Domestic Upper Level
- c. Post Security Domestic Lower Level

22. Great Circle may refer to "Portsmouth International Airport at Pease" in connection with its operations at PSM for the duration of this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this 8 day of ^{February}~~December~~, 2022 by authority of the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Paul E. Brean
Title: Executive Director

This Agreement, together with all terms and conditions thereof, is hereby accepted and executed this 02 day of ~~December, 2021~~.

02/02/22


GREAT CIRCLE CATERING, LLC

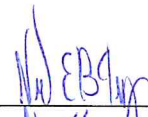
By: 
Print Name: Nes/Louisa P. G...
Title: GM/EC

EXHIBIT A

Concessions Area

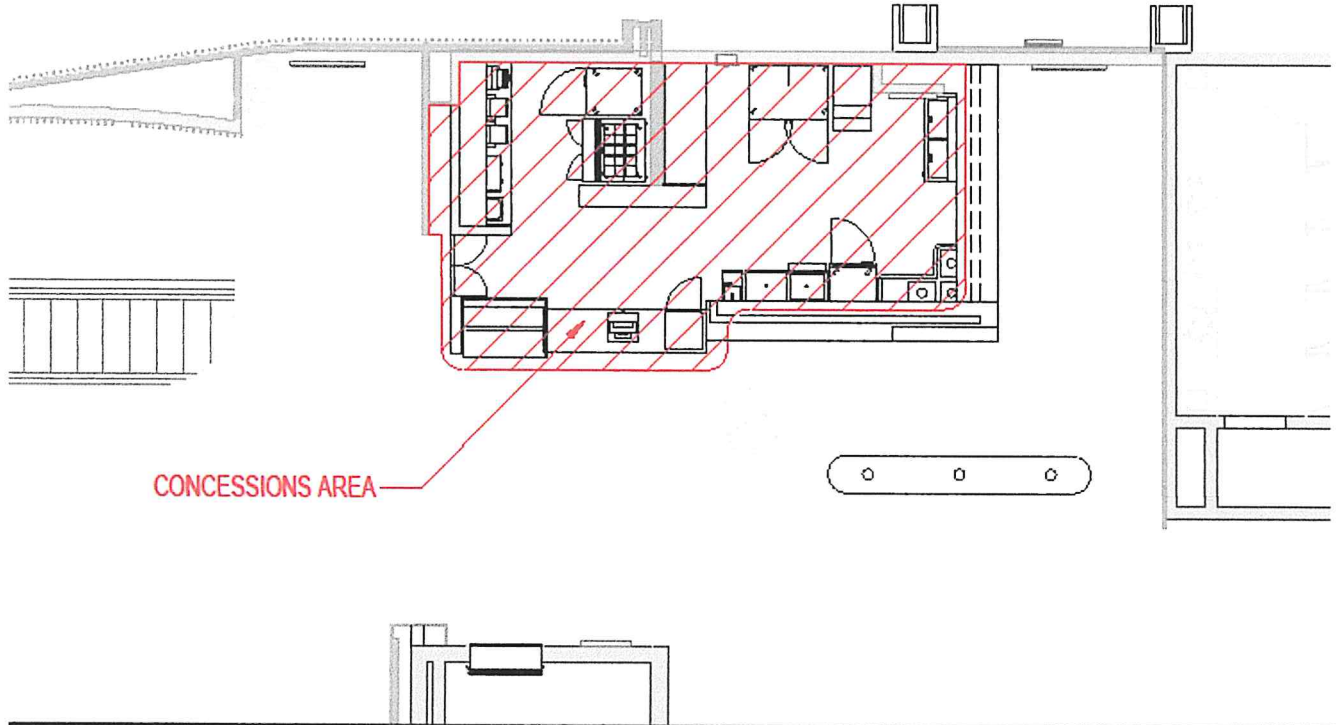


Exhibit Depicting Concessions Space at PSM Terminal

DESIGNED BY: MRM DATE: 9/24/21 SCALE: NTS

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Architectural Floor Plans/Concessions

EXHIBIT B

The PDA will provide the following to the Concessionaire:

1. A Concession area with all existing equipment located in the designated area at the Airport Terminal Building at Portsmouth International Airport at Pease.
2. Maintain all structural or permanent type fixtures, including but not limited to cabinets, light fixtures, counters, flooring, ceiling and security grate.
3. Ensure that all common areas surrounding Concession area are cleaned and sanitized on a daily basis.

The Concessionaire must:

1. Provide foods prepared fresh daily (sandwiches, soups, pastries, etc.) and serve alcohol and beverages in the designated area of the Airport Terminal Building for the public when there are scheduled departure and arrival flights at PSM. The PDA Executive Director must specifically approve any exceptions.
2. Provide attendants for the purpose of selling prepared foods and beverages for such periods during each day and on such days during each week as may be necessary to meet reasonable demands for services, or during such minimum hours as may be determined by the PDA. Additionally, Concessionaire agrees to remain open during such times that there are flight delays.
3. Furnish good, prompt, efficient and courteous service.
4. Charge prices in accordance with its usual standards on a basis substantially similar to those charged for similar services at airports of similar size within the same general area. The PDA Executive Director shall have the right to approve all prices and adjustments thereto.
5. Install, service, and maintain the counter(s), carts, tables, chairs (and floor area under and around the tables and chairs), and other equipment necessary to provide prepared food service.
6. Require all employees working in the view of the public and about the airport to wear clean and neat attire appropriate for their specific job assignments.
7. Clean and sanitize the concession area on a daily basis, including but not limited to, walls, floors, counters, all surfaces, equipment, employee areas, and passenger sales areas.
8. Should an exhaust fan and/or hood system be deemed necessary, the costs associated with the purchase and installation of said equipment, connection into the existing ventilation system, and subsequent maintenance thereof, shall be the responsibility of GCC, subject to the approval of the PDA.
9. Clean exhaust duct as necessary.

10. Clean grease trap as necessary.
11. Secure all permits and licenses required (including, but not limited to, a liquor license) by any ordinance or statute or other government regulation on or before the commencement of the term of this Agreement.
12. Meet all expenses in connection with the use of the premises including, but not limited to, taxes, permit fees and license fees. The concessionaire will not be charged for utilities (heat, air conditioning, water and electricity).
13. Provide detailed plans for all signs, furnishings, and installations to the PDA Executive Director for approval. All signage will be provided and installed by the Concessionaire.
14. Comply with all Federal, State, and Local rules and regulations, safety requirements, and other applicable directives.
15. Indemnify, hold harmless and defend the PDA from and against all claims, and all expenses incidental to the defense thereof, based upon or arising out of damages or injuries to persons or property caused by the fault or negligence of Concessionaire, its employees, guests, patrons, agents, assigns, invitees, contractors, suppliers of materials, and furnishers of services in the performance of services by Concessionaire: provided, however, that Concessionaire shall not be liable for any injury, damage or loss caused by the fault or negligence of the PDA, its employees, guests, patrons, agents, assigns, tenants, invitees, contractors, suppliers of materials, and furnishers of services, and provided further that the PDA shall give Concessionaire prompt and reasonable notice of any such claims and actions and Concessionaire shall have the right to investigate, compromise, and defend the same.
16. Apply the requirements stated in item 15 above to any and all actions and/or claims made by governmental agencies and departments against the PDA based upon or arising out of acts or omissions by Concessionaire, its employees, guests, patrons, agents, assigns, invitees, contractors, suppliers of materials, and furnishers of service.
17. Provide evidence of insurance in a form satisfactory to the PDA throughout the term of the Concession Agreement. Such insurance shall be from a responsible insurance company authorized to do business in the State of New Hampshire. It shall include Workers' Compensation and Employer's Liability Insurance in accordance with the statutory limits: Commercial General Liability Insurance (including products and completed operations coverage) in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. Concessionaire will also be required to carry Automobile Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000). All liability policies shall name the PDA an additional insured.
18. Waiver of Subrogation. With the exception of workers' compensation coverage, a statement waiver of subrogation is included with respect to applicable coverage.
19. Primary Insurance. A provision that any liability coverage required to be carried shall be primary and noncontributory with respect to any insurance carried by the PDA.

Exhibit C

PDA Trade Fixtures & Great Circle Trade Fixtures

- a) Horizontal Bottle Cooler (Great Circle Catering)
- b) Shallow Depth Worktop Refrigerator (Great Circle Catering)
- c) Modular Cube Ice Maker (Great Circle Catering)
- d) Ice Bin (Great Circle Catering)
- e) Water Filtration System for ice maker (Great Circle Catering)
- f) Refrigerated Merchandiser (Great Circle Catering)
- g) Refrigerated Display/Deli case (Great Circle Catering)
- h) Hand Sink (Great Circle Catering)
- i) Heat 'n Serve Rethermalizer (Great Circle Catering)
- j) Merchandising & Display rack/cart (Great Circle Catering)
- k) Panini Press Oven (Great Circle Catering)
- l) Rapid Cook Oven (Great Circle Catering)
- m) Conveyor Toaster (Great Circle Catering)
- n) Three Bay Corner Sink & Accessories (Great Circle Catering)
- o) Cocktail Workstation (Great Circle Catering)
- p) Cash Register (Great Circle Catering)
- q) Coffee Espresso Brewer (Great Circle Catering)
- r) Drop In Sink (Great Circle Catering)
- s) Holding & Display Cabinet (Great Circle Catering)
- t) Refrigerated Sandwich Prep Station (Great Circle Catering)
- u) Reach In Freezer (Great Circle Catering)
- v) Counters (Pease Development Authority)
- w) Security Grill (Pease Development Authority)
- x) Ceramic tile floor (Pease Development Authority)
- y) Furniture (stools, chairs, tables) (Pease Development Authority)
- z) TV's and Cable TV boxes (Pease Development Authority)