

TEXAS GULF COAST REGIONAL AIRPORT
CONCESSION AND LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Concession and Lease Agreement (the “Agreement”) is made and entered into by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its Commissioners Court, herein referred to as the “County,” and **THE AVIATOR COLLECTIVE FLIGHT CLUB**, a Texas Nonprofit Corporation, hereinafter referred to as “Flight Club,” pursuant to Texas Transportation Code section 22.021.

1. LEASED PREMISES. In consideration of the mutual covenants and agreements of this Agreement, the County leases to Flight Club and Flight Club leases from the County the exclusive right to use and occupy an office in the main terminal building of the Texas Gulf Coast Regional Airport (the “Airport”) as described in Exhibit “1” to this Agreement, which is attached hereto and incorporated by reference as part of this Agreement (the “Leased Premises”). In addition to the right to exclusive use of the Leased Premises, Flight Club shall possess the non-exclusive right to use or occupy the small conference room identified in Exhibit “1.” In the event of a conflict of use or occupation of the small conference room, the County shall have priority over Flight Club. Flight Club shall also possess the non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary, subject to any limitations established by the Airport, including, but not limited to, the Airport Rules and Regulations, Flight Club’ exercise of the above rights shall not impede or unduly interfere with the operation of the Airport by the County, its tenants, customers, and other authorized occupants.

In addition to the Leased Premises, at all times during any term of the Agreement, Flight Club and the County shall have in effect a Tie-Down Storage and Use Agreement for the storage of aircraft utilized by Flight Club to exercise the concession rights granted herein.

2. TERM. This Agreement shall become effective on April 15, 2026, and shall continue, unless sooner terminated in accordance with this Agreement, through April 30, 2027 (the “Initial Agreement Term”). Upon expiration of the Initial Agreement Term, this Agreement shall renew automatically for two additional successive one (1) year terms unless either party provides written notice of nonrenewal at least ninety-days (90) prior to the end of the then-current term (each a “Renewal Agreement Term”). If either party provides timely notice of its intent not to renew this Agreement, this Agreement terminates on the expiration of the then-current Agreement term, unless earlier terminated in accordance with this Agreement.

3. EARLY TERMINATION. In addition to the County’s right to terminate this Agreement pursuant to Paragraph 19 of this Agreement, either the County or Flight Club may terminate this Agreement for convenience upon the provision of written notice at least thirty (30) prior to the date of termination.

4. LEASE/CONCESSION RATE. During the Initial Agreement Term, Flight Club shall pay the County a monthly rate of Two Hundred Forty Dollars and No Cents (\$240.00). The above rate shall increase by three percent (3%) each Renewal Agreement Term. Flight Club shall make all payments under this Agreement payable to “Brazoria County, Texas” and shall deliver all payments to the Aviation Director at 8000 Airport Way, Angleton, Texas 77515.

5. DEPOSIT. It is agreed that a deposit of Seven Hundred Twenty Dollars and No Cents (\$720.00) shall be paid by Flight Club to the County at commencement of this Agreement. The deposit, less the County’s cost of remedying any such conditions not met, shall be returned upon Flight Club vacating the Leased Premises if the following conditions are met:

- (A) All amounts due under this Agreement are paid up to date;
- (B) The Leased Premises have not been damaged, except for fair wear and tear;
- (C) The Leased Premises been cleaned and all property, trash, and/or debris have been removed; and
- (D) All building keys, employee access badges, and mailbox keys provided by the County to Flight Club are returned.

The County shall be entitled to deduct from the above deposit any unpaid rental payments due under this Agreement and any other damages and costs suffered by the County as a result of any other breach, default, or failure by Flight Club to perform any of the duties or obligations assumed by Flight Club hereunder or to faithfully keep and perform any of the terms, conditions, and provisions of this Agreement.

6. PAST DUE PAYMENTS. Payments under this Agreement shall be considered past due if, after the fifth (5th) day of the month in which payment is due at 5:00 p.m., the County has not received full payment. Payment submitted to the United States Postal Service or any messenger service is considered paid on the date actually received by the Aviation Director. In the event any payment is past due, Flight Club shall pay to the County, in addition to such payment or other charges due hereunder, a “late fee” in the amount of Twenty Five Dollars and No Cents (\$25.00) for the first day of delinquency, and Five Dollars and No Cents (\$5.00) for each day thereafter, which includes the date payment is made. The parties agree the late fee serves as reasonable liquidated damages for late payment and is considered part of the payment. The late fee shall apply in full to any late payment and no partial payment alters or eliminates the late fee. Failure to make timely payments in full under this Agreement shall be considered a default of the terms of this Agreement.

7. CONCESSION RIGHTS GRANTED. For and in consideration of the prompt payment of the Lease/Concession Rate under this Agreement, the County hereby grants to Flight Club, subject to all of the terms, covenants, and conditions of this Agreement, the following non-exclusive rights and obligations:

- (A) Effective April 15, 2026, to provide flight training, ground instruction, and aircraft rental services at the Airport.

The above rights and obligations may not be assigned to another person or entity without written approval by the County. Nothing herein contained shall be deemed to grant Flight Club any exclusive right or privilege within the Federal Aviation Act, or the conduct of any activity at the Airport, except that, subject to the terms and provisions hereof, Flight Club shall have the right to use the Leased Premises under the provisions of this Agreement.

8. USE OF THE AIRPORT. Flight Club is granted the right, in common with others with authorization, to use the facilities and common areas of the Airport. The Airport's facilities include, without limitation, navigational aids, floodlights, landing lights, signals, and fueling and other aviation service facilities and conveniences for the operation of aircraft. Common areas include, without limitation, all officially designated landing strips and areas, runways, taxiways, aprons, aircraft parking areas, ramps, and automobile roadways and parking areas. Flight Club may park aircraft owned by Flight Club only in areas designated by the Aviation Director. The County reserves the right to temporarily close all or any portion of the Airport or any of the facilities thereon for maintenance, repair, improvement, safety, or security of the Airport or the public, or for any other cause deemed necessary by the County, without being liable to Flight Club for any disruption of Flight Club's business operations or for any other reason. During time of war or in response to an emergency or disaster, the County shall have the right to lease any landing area or other part of the Airport to the United States Government for military, naval or any other government use; and, upon execution of such lease, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Nothing contained in this Agreement shall prevent Flight Club from pursuing any rights which Flight Club may have for reimbursement from the United States Government for the taking of any part of Flight Club's leasehold or for any loss or damage caused Flight Club by the use of the Airport by the United States Government.

9. TAXES. Flight Club shall be responsible for the timely payment of all taxes assessed against it, including but not limited to, sales taxes and franchise taxes, if any.

10. REPAIRS. The County shall be responsible for all repairs to the Leased Premises, except when the damage or the need for repairs is caused by Flight Club, its employees, agents, customers, or guests. In the event damage or the need for repairs is caused by Flight Club, its employees, agents, customers, or guests, Flight Club shall be solely responsible for performing such repairs within thirty (30) days of the date of notification from the County. Repairs shall be made in an expeditious and workmanlike manner and shall be performed by qualified contractors in accordance with County specifications. The Aviation Director shall approve all repairs made by Flight Club. In the event Flight Club shall fail to complete such repairs to the County's satisfaction within the time provided, Flight Club hereby agrees that the County may, in its discretion, perform such repairs; in such event, the cost of such repairs shall be borne solely by Flight Club, and Flight Club agrees to reimburse the County within thirty (30) days after payment is requested by the County.

11. MAINTENANCE. Flight Club agrees to perform day-to-day maintenance of the Leased Premises, including, but not limited to, keeping the Leased Premises clear and free of hazards, and posting appropriate notices of such hazards caused by its operation to the general public.

12. ALTERATIONS. Flight Club agrees to make no alterations to the Leased Premises, or construct any additions or improvements, without prior written consent by the County.

13. ENTRY. The County, through its officers, agents, servants, or employees, shall have the right to enter the Leased Premises during normal business hours, and at any time in the event of an emergency, for the purpose of doing any and all things which the County is authorized or required to do under the terms of this Agreement, including to ensure compliance with this Agreement, or for the purpose of performing its governmental functions under federal, state, or local rules, regulations, ordinances, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes and any other regulations regarding health, safety, and general welfare of the public and Airport users. Absent an emergency situation, the County shall provide Flight Club with advance notice of inspection as is reasonable under the circumstances.

14. FLIGHT CLUB RESPONSIBILITIES. In addition to the agreements, conditions, and covenants of this Agreement, it is understood and agreed that this Agreement is made subject to each of the below conditions and covenants:

- (A) The Leased Premises and portions of the Airport to which Flight Club has authority to use shall be used by Flight Club only for exercising the Concession Rights granted under this Agreement.
- (B) Flight Club agrees to use the Leased Premises and the portions of the Airport to which Flight Club has authority to use in an orderly and proper manner so as to not constitute a nuisance or disturbance or to endanger tenants, occupants, or employees of the Airport, or to unreasonably interfere with the use or operation of the Airport. Flight Club shall park aircraft only in areas permitted by agreement or designated by the Aviation Director.
- (C) Flight Club shall not make any unlawful use, nor permit the unlawful use, of the Leased Premises or any other part of the Airport by any person; any such unlawful use shall result in the removal from the Leased Premises of any person engaged in said unlawful use. Any unlawful use of the Leased Premises or any other part of the Airport shall constitute an immediate breach of this Agreement and be cause for termination this Agreement.
- (D) Flight Club shall have the duty and responsibility, at Flight Club's sole cost and expense, to keep the Leased Premises in a well-maintained, safe, clean, and attractive condition at all times.
- (E) Flight Club shall not erect, maintain, or display any advertising signs, posts, or similar devices at or on the Leased Premises or the Airport without the express prior written approval of the Aviation Director.
- (F) Flight Club shall remove all waste, garbage, rubbish, junk, and junked or disabled vehicles or aircraft resulting from its operations from the Airport within five (5) days of the County's request to do so.

- (G) Flight Club shall comply with all regulations of the Texas Commission on Environmental Quality and of the Environmental Protective Agency concerning the use, deposit, and disposal of waste oil, lubricants, and discarded fuels. In addition, Flight Club shall comply with all provisions of the Airport's "Spill Prevention and Countermeasures Plan" and "Storm Water Pollution Prevention Plan," copies of which are on file and available for inspection at the Airport central office.
- (H) Flight Club shall comply with all security measures that may be imposed from time to time by the County or any other applicable governmental entity. The County shall not be responsible for the security of any aircraft or other property belonging to Flight Club.

15. PURCHASE OF FUEL. Flight Club agrees to purchase all fuel used in its operations at the Airport, either for its own aircraft or for that of its customers, from the County.

16. PERMITS AND LICENSES. Flight Club agrees to acquire at its own expense all permits and licenses necessary for its operations at the Airport.

17. RULES AND REGULATIONS/MINIMUM STANDARDS. From time to time, the County and/or the Aviation Director acting on behalf of the County may adopt and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport and its services and facilities by any persons, vehicles, aircraft, and equipment, that will reasonably ensure, in the sole discretion of the County, the safe, efficient, and economically practicable operation thereof, and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into, and from the Airport. Flight Club agrees to observe and obey all such rules and regulations and minimum standards now existing or hereafter amended or adopted and all other federal, state, and local rules, regulations, ordinances, and laws, and to require its officers, agents, employees, contractors, and suppliers to observe and obey same. The County reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations, ordinances, or laws. The Airport Rules and Regulations and the Airport Minimum Standards, now existing or hereafter amended or adopted, are hereby incorporated by reference into this Agreement. Flight Club agrees to comply with the Airport Rules and Regulations and the Airport Minimum Standards, and any noncompliance shall be considered a breach of this Agreement.

18. ACCEPTANCE OF PREMISES AS-IS. Flight Club acknowledges that Flight Club has fully inspected the Leased Premises, and on the basis of such inspection, Flight Club hereby accepts the Leased Premises AS-IS, as suitable for the purposes for which the same are leased, in their present condition. Flight Club agrees to keep the Leased Premises free from waste or nuisance of any kind. FLIGHT CLUB ACKNOWLEDGES THAT THE COUNTY HAS MADE NO WARRANTIES TO FLIGHT CLUB AS TO THE CONDITION OF THE LEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THE COUNTY AND FLIGHT CLUB EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE LEASED PREMISES ARE SUITABLE FOR FLIGHT CLUB' INTENDED COMMERCIAL PURPOSE, AND

FLIGHT CLUB' OBLIGATION TO MAKE PAYMENTS HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE LEASED PREMISES OR THE PERFORMANCE BY THE COUNTY OF ITS OBLIGATIONS HEREUNDER, AND FLIGHT CLUB SHALL CONTINUE TO MAKE PAYMENTS WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY THE COUNTY OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

19. TERMINATION. Any breach, default, or failure by Flight Club to perform any of the duties or obligations assumed by Flight Club hereunder or to faithfully keep and perform any of the terms, conditions, and provisions of this Agreement shall be cause for termination of this Agreement by the County, in the manner set forth in this Paragraph. In the event of termination, the County shall deliver to Flight Club prior written notice of its intention to terminate this Agreement.

- (A) If the breach, default, or failure is a failure to pay amounts due under this Agreement, the County shall provide written notice to Flight Club to cure such default within fifteen (15) days. If Flight Club fails or refuse to cure, adjust, or correct same within fifteen (15) days following notice, this Agreement shall cease and terminate upon notice by the County.
- (B) If Flight Club's breach, default, or failure is a breach other than a failure to pay rental amounts, the County shall provide written notice to Flight Club to cure such breach or default within thirty (30) days. If Flight Club shall fail or refuse to cure, adjust, or correct same to the satisfaction of the County within thirty (30) days following notice, this Agreement shall cease and terminate upon notice by the County.
- (C) In the event of a breach, default, or failure by Flight Club to perform any duty or obligation under this Agreement, any failure by the County to terminate this Agreement or the subsequent acceptance by the County of payments under this Agreement, for any portion of amounts due or any period of time after such breach, default or failure by Flight Club, shall not be a waiver by the County of any rights to terminate this Agreement.
- (D) Upon termination of this Agreement, whether for breach, default, or any failure by Flight Club, or the end of the Initial Agreement Term or any Renewal Agreement Term, Flight Club agrees to peaceably return the Leased Premises in good order and repair, vacant, unencumbered, and in good condition. Upon the termination of this Agreement for any reason, the County shall inspect the Leased Premises for any damage to the Leased Premises for which Flight Club is responsible under this Agreement. Flight Club shall pay for all damages at its sole cost and expense and comply with all provisions of this Agreement.
- (E) Upon any default or breach of this Agreement, Flight Club shall also pay to the County, in addition to the amounts owed under this Agreement, all costs and expenses incurred by the County, including court costs and reasonable attorney's fees in (a) retaking or otherwise obtaining possession of the Leased Premises, (b)

removing and storing Flight Club's or any other occupant's property, (c) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into a condition suitable for reletting the Leased Premises, (d) reletting all or any part of the Leased Premises, (e) paying or performing the underlying obligation which Flight Club failed to pay or perform, and (f) enforcing any of the County's rights, remedies or recourses arising as a consequence of the default or breach.

20. INDEMNIFICATION. Flight Club shall **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the County and the County's officials, officers, agents, servants, and employees and indemnify the County and its officials, officers, agents, servants, and employees from any and all cost, liability, damage, or expense (including costs of suit and reasonable expenses of legal services) claimed by anyone by reason of injury or damage to persons or property sustained in, on, or about the Leased Premises or the Airport, or arising out of Flight Club's operations in or on said premises, or on the Airport, or any of Flight Club's activities under this Agreement, as a proximate result of the acts or omissions of Flight Club, its officers, directors, agents, servants, employees, guests, invitees, contractors, or subcontractors, or arising out of any activity on or condition of the Leased Premises or the Airport, excepting such liability as may be the result of the direct and proximate negligence of the County, or its officials, officers, agents, servants, or employees while acting in the scope of their official duties, agency, or employment. Flight Club's duties and obligations under this Paragraph shall continue and survive upon the termination of this Agreement.

21. RELEASE. Flight Club agrees to **waive, release, hold harmless, remise, and discharge** the County and its officials, officers, employees, agents, or representatives of any liability, claims, demands, actions or rights of actions, or damages of any kind related to, arising from, or in any way connected to the access provided, work performed, or any other activities by the undersigned and its employees, agents, or representatives under this Agreement. Flight Club's duties and obligations under this Paragraph shall continue and survive upon the termination of this Agreement.

22. INSURANCE. During the term of this Agreement, and any extension thereof, Flight Club shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, the following insurance:

- (A) **Worker's Compensation Insurance.** In the event Flight Club employs any person or persons to perform work on the Leased Premises, Flight Club shall maintain worker's compensation insurance covering its agents and employees used in its operation at the Airport during the term of this Agreement as required by law.
- (B) **Aircraft Liability Insurance.** Flight Club shall maintain a policy of liability insurance on any aircraft stored and/or operated at the Airport. The insurance policy shall provide coverage for bodily injury and property damage with minimum limits of liability of \$1,000,000.00 per occurrence. The above insurance policy or policies shall name "Brazoria County, Texas" as an additional

insured. In addition, Flight Club shall require its insurance carrier(s) for the above policy or policies to waive all rights of subrogation against the County and its officials, employees, and agents.

- (C) **Comprehensive General Liability, Premises Operations, and Property Damage Insurance.** Flight Club shall procure and maintain a policy of liability insurance on the Leased Premises and its operations at the Airport or otherwise under this Agreement. The insurance coverage shall include comprehensive general liability coverage, including premises, completed operations liability, product liability, and protective liability insurance for bodily injuries in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence, and \$500,000.00 per occurrence for property damage. The policy shall list "Brazoria, County, Texas" as an additional insured.
- (D) **Automobile Liability Insurance.** Flight Club shall procure and maintain automobile liability insurance in the amount of \$100,000.00 per person and \$300,000.00 per occurrence for bodily injuries and \$100,000.00 per occurrence for property damage.
- (E) Flight Club shall provide the County with certificates of insurance for each above policy prior to execution of this Agreement.
- (F) All insurance policies and renewals are subject to County's approval and shall be submitted to the County for approval prior to commencing any operations under this Agreement.
- (G) All insurance policies shall provide that thirty (30) days written notice of cancellation or material change in coverage be provided to the County.

23. ASSIGNMENT. Flight Club shall not transfer, assign, sublet, license, encumber, or pledge this Agreement or any right or privilege thereunder, in whole or in part, without the prior written consent of the County.

24. NONDISCRIMINATION. Flight Club shall not engage in any discriminatory actions against or towards its agents, employees, independent contractors, and servants, or its customers or the general public. Those discriminatory practices proscribed by both federal law and the laws of the State of Texas, all Federal Aviation Administration regulations and rules regarding discrimination are applicable and shall be observed by Flight Club. Flight Club further has the duty to remediate any discriminatory conduct it discovers as the result of conduct of its agents, employees, and/or independent contractors. Failure to strictly follow this policy shall be grounds for termination of this Agreement. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. Flight Club agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. Flight Club agrees to include the statements in this Paragraph in any subsequent

concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

25. NOTICES. Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

THE COUNTY: Aviation Director
Texas Gulf Coast Regional Airport
8000 Airport Way
Angleton, Texas 77515

FLIGHT CLUB: Michael Randall
The Aviator Collective Flight Club
7004 Terra Lane
Manvel, Texas 77578

The Aviator Collective Flight Club
8000 Airport Way
Angleton, Texas 77515

26. NON-WAIVER. The failure of the County to insist upon the performance of any term or provision of this Agreement, or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of the County's right to assert or rely upon any such term or right on any future occasion. Additionally, no act or omission by the County (other than the County's execution of a document acknowledging such surrender) or the County's agents, shall constitute an acceptance of a surrender of the Leased Premises.

27. SEVERABILITY. If a provision of this Agreement is declared void or illegal by a court or administrative agency, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as possible in accordance with the original intent of the parties.

28. GOVERNING LAW. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas. The proper venue for any dispute under this Agreement shall be Brazoria County, Texas.

29. SUBORDINATION. To the extent any conflict exists, this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States relative to the operation and maintenance of the Airport execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

30. ENTIRE AGREEMENT. This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. It contains all the covenants and agreements between the

parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended or changes except by a written instrument signed by both parties.

Executed in the manner and on the dates as set out below:

THE AVIATOR COLLECTIVE
FLIGHT CLUB

BRAZORIA COUNTY

BY:



Michael Randall
Principal and Executor

BY:

L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

3/21/2026

Date

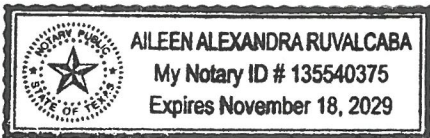
Date


ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
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COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Randall, the President of **The Aviator Collective Flight Club**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of March, 2026.




Aileen Ruvalcaba
Notary Public, In and For the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared **L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2026.

Notary Public, In and For the State of Texas

