

**STATE OF TEXAS**

**COUNTY OF BELL**

**ADDENDUM NO. 2**

The City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and Green Beans Coffee Company, Inc., hereinafter referred to as "Tenant", hereby agree that the terms and conditions of the Lease Agreement dated August 3, 2010 between the City of Killeen and Green Beans Coffee Company, Inc., and amended with Addendum No. 1 dated November 12, 2010, will remain in full force and effect, with the exception of the changes made and incorporated in Addendum No. 2 herein.

**ARTICLE IV**  
**Obligations of the Tenant**

1. No change.
2. No change.
3. No change.
4. No change.
5. No change.
6. No change.
7. No change.
8. No change.
9. No change.
10. No change.
11. No change.
12. No change.
  
13. Tenant is responsible to insure that every employee that has regular duty at the airport is submitted for airport electronic access cards appropriate for that employee and that all employee data remains current. The tenant will notify the appropriate representative of the Airport by telephone or other appropriate means as soon as possible following the termination of any employee, but will do so in writing no later than the end of the next working day after the employee's last day of employment at the airport. The Tenant is further responsible for returning the employee's electronic access cards no later than three working days after the last day of employment at the airport. Any lost electronic access cards must be reported in writing to the airport's representative as soon as possible, but no later than the end of the next working day from the date of the loss. Tenant is responsible for any charges or damages incurred by the use of electronic access cards issued to its employees unless more than 24 hours have passed from the time the Tenant provides written notification to the Airport's representative to cancel any access these electronic

access cards allow. A monthly fee will be charged for active employee electronic access cards and for lost cards as indicated in Exhibit "B".

14. No change.
15. As a minimum, Tenant shall provide the service described in Article II and continuously remain open to the public from at least 5:00 AM until 6:00 PM each day during the term of this lease agreement. The Executive Director of Aviation may approve exceptions to these minimum operation hours for Federal holidays or other reasonable occasions. Tenant may remain open to the public for the duration of the time the terminal building is open to the public (Art. III, Par. 3.) and may extend its operating hours to meet public demand. Normal hours of operation will be posted in a visible location within the leased premises. If Tenant remains open to the public beyond the later of the posted closing time of the terminal building or the extended actual closing time as a result of late flight arrivals, Tenant agrees to reimburse the Airport for hourly overtime rates as specified in Exhibit "B".
16. No change.
17. No change.

**ARTICLE V**  
**Terms of Agreement**

1. The Airport hereby grants unto the said Tenant, for a period of five years, beginning October 1, 2015 and ending September 30, 2020 the right to operate a bar concession, as previously described, at the Killeen-Ft Hood Regional Airport, Robert Gray Army Airfield.
2. No change.
3. No change.
4. No change.

**ARTICLE VI**  
**Rentals, Fees, and Accounting Records**

1. No change.
2. Tenant shall pay the Airport eight percent (8%) of its monthly gross receipts collected in excess of \$12,500, up to \$21,000. Tenant shall pay the Airport ten percent (10%) of its monthly gross receipts in excess of \$21,000, up to \$42,000. Tenant shall pay the Airport twelve percent (12%) of its monthly gross receipts in excess of \$42,000. These payments shall be made no later than the first day of the second month following the month of its collection.
  - a. No change.
  - b. No change.

- 3. No change.
- 4. No change.
- 5. No change.
- 6. No change.
- 7. No change.

**EXHIBIT "B"**  
**Rents and Fees Schedule**

Replace Exhibit "B" with new Exhibit "B" (Addendum No. 2)

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF KILLEEN:

\_\_\_\_\_  
Dianna Barker  
City Secretary

\_\_\_\_\_  
Glenn Morrison  
City Manager

ATTEST:

GREEN BEANS COFFEE COMPANY, INC.

\_\_\_\_\_  
Jon Araghi  
President

\_\_\_\_\_  
Brian Laliberte  
Chief Operating Officer

GreenBeansCoffeeLeaseAd2

**City of Killeen and Green Beans Coffee Company, Inc.**

**Rents and Fees Schedule**

**BASIC RENT and FEES**

Basic Minimum Retail Concession Fee	<b>\$800.00 per month</b>
Additional Retail Concession Fee	8% of monthly gross receipts over \$12,500 10% of monthly gross receipts over \$21,000 12% of monthly gross receipts over \$42,000
Utility Fee	<b>\$175.00</b>
<b>TOTAL MINIMUM RENT AND FEES</b>	<b>\$975.00 per month</b>

**SUNDRY CHARGES**

Electronic access cards	\$7.00 per month per card
Replacement of lost access cards or keys	\$15.00 each
Light bulb replacement	\$6.00 each
Hourly overtime rate (To keep terminal building open beyond published hours)	\$55.00 per hour
Telephone Service	
Local Service	\$23.50 per line per month *
Voice mail	\$ 4.25 per line per month
Phone rental	\$ 6.00 per phone per month
Maintenance fee	\$ 15.50 per line per month
Internet access via T-1	\$ 64.00 per connection per month *
* Plus applicable federal / state taxes and surcharges	

**E X H I B I T "B" (Addendum No. 2)**