

other occupants of the Airport Property, then Concessionaire agrees to pay its pro-rata share. CCFC shall provide a statement indicating Concessionaire portion of the bill and Concessionaire shall within ten (10) days remit payment to CCFC. Any payment not received when due shall be subject to a late fee of three (3) percent of the amount that was due.

6. USE OF PREMISES

The Concessionaire shall use the Premises only for the purpose of a restaurant serving at a minimum of breakfast and lunch, and open a minimum of 12 months per year, 6 days per week and 8 hours per day. Concessionaire must clearly state, and then maintain fixed hours of operation. These hours must be clearly stated on 1) any utilized social media, and 2) signage displayed at the gate outside the airport, as well as on the entrance doors. These hours may vary by summer/winter season, however shall remain constant from May-Oct and Nov-April. Concessionaire must be open to the public a minimum of six (6) hours on the major summer holidays (Memorial Day, 4th of July, and Labor Day). Change in operating schedule will only be acceptable with CCFC's prior written permission.

7. COMPLIANCE WITH LAWS

The Concessionaire acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy, or offensive, or contrary to any law or any municipal by-law or ordinance in force in the Town of Chatham. Concessionaire further agrees to adhere to the rules and regulations of the Town of Chatham Airport Commission. Concessionaire and/or its authorized representative agrees to attend Airport Commission Meetings from time-to-time as requested by CCFC.

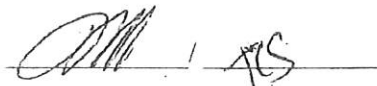
8. MAINTENANCE OF PREMISES AND EQUIPMENT

The Concessionaire agrees to maintain the premises and equipment (listed on the attached Exhibit "A", which equipment remains with the premises) in a neat and clean manner. The Concessionaire shall be responsible for obtaining its own dumpster and for its own trash removal. Concessionaire agrees to stock and clean at a minimum once daily basis two of the three restrooms (second & third restrooms) located at the Airport premises. These restrooms must be stocked, toilets and sinks scrubbed/disinfected, floor washed, and any carpets vacuumed. This stocking and cleaning must be performed at the end of the Concessionaire's business day.

9. SIGNAGE

Concessionaire understands and agrees that any sign used for its business (whether name or directional) is subject to the approval from the Town of Chatham and the Airport Commission and Concessionaire agrees to obtain such approval prior to installing any sign. Concessionaire signage must be professional in appearance and clearly state the

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- B. The Concessionaire shall default in the observance or performance of any other of the Concessionaire's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days.
- C. The Concessionaire shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Concessionaires property for the benefit of creditors,

Then CCFC shall have the right thereafter, while such default continues, to re-enter or take complete possession of the Premises, to declare the term of this Concession Agreement ended, and remove the Concessionaire's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Concessionaire shall indemnify CCFC against all loss of rent and other payments which CCFC may incur by reason of such termination during the residue of the term. If the Concessionaire shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Concessionaire's part to be observed or performed under or by virtue of any of the provisions in any article of this Concession Agreement, CCFC, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Concessionaire. If CCFC makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at a rate of twelve (12) percent per annum and costs, shall be paid to CCFC by the Concessionaire as additional rent.

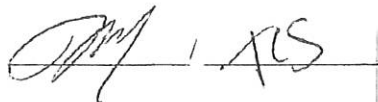
15. NOTICE

Any notice from CCFC to the Concessionaire to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to the Concessionaire or if mailed to the Premises, registered or certified mail, return receipt requested postage prepaid, addressed to the Concessionaire. Any notice from the Concessionaire to CCFC relating to the Premises or to the occupancy thereof, shall be deemed duly served, if left at the Premises addressed to CCFC, or if mailed to the Premises, registered or certified mail, return receipt requested postage prepaid, addressed to CCFC. All rent and notices shall be paid and sent to CCFC at 240 George Ryder Road, Chatham, MA 02633.

16. SURRENDER

The Concessionaire shall at the expiration or other termination of this Concession Agreement remove all Concessionaire's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signed and lettering affixed or painted by the Concessionaire, either inside or outside the Premises). Concessionaire shall deliver to CCFC, the Premises and all keys, locks thereto, and other fixtures connected therewith all alterations and additions made to or upon the Premises, in the

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same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only accepted. In the event of the Concessionaire's failure to remove any of the Concessionaire's property from the Premises, CCFC is hereby authorized, without liability to Concessionaire for loss of damage hereto, and at the sole risk of Concessionaire, to remove and store any of the property at Concessionaire's expense, or to return same under CCFC's control or to sell at public auction or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum hereunder, or to destroy such property.

17. INDEMNIFICATION AND HOLD HARMLESS

Concessionaire hereby agrees to Indemnify and forever Save and Hold Harmless CCFC, Town of Chatham, and Town of Chatham Airport Commission and any of their officers, directors, and/or agents from all claims, judgments and costs, or any expenses whatsoever incurred in connection with any action brought as a result of and/or arising from Concessionaire's business. Concessionaire will indemnify, defend, save and hold harmless CCFC, Town of Chatham, and Town of Chatham Airport Commission and any of their officers, directors, and/or agents from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from Concessionaire's participation in the activities covered by the Agreement, whether resulting from the negligence and/or other fault, either active or passive, of CCFC, Town of Chatham, and Town of Chatham Airport Commission and any of their officers, directors, and/or agents, or from any other cause.

18. LIQUOR LIABILITY INSURANCE

In the event that the Concessionaire acquires a permit / license to serve liquor, the Concessionaire shall maintain, in addition to the insurance set forth above, liquor liability insurance in an amount acceptable to the Town of Chatham, naming CCFC and the Town of Chatham as additional insured.

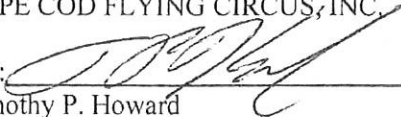
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IN WITNESS WHEREOF, CCFC and the Concessionaire have hereunto set their hands and seals this 28 day of November, 2016



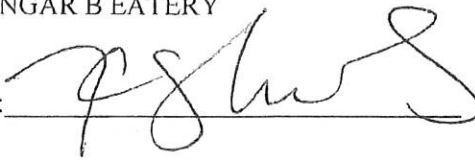
WITNESS

CAPE COD FLYING CIRCUS, INC.
BY: 

Timothy P. Howard



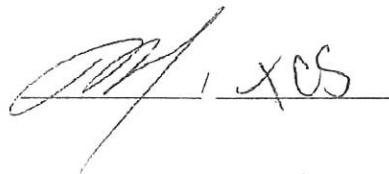
WITNESS

CONCESSIONAIRE:
HANGAR B EATERY
BY: 

Tracy Shields

DATED: 11/28/16.

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Amendment Number 1 of Concession Agreement

This Amendment, Number 1, to the Concession Agreement between Cape Cod Flying Circus Inc., and Hangar B. LLC, signed November 28, 2016, with terms of January 1, 2017 to December 31, 2027 is hereby executed to include the following Non-Discrimination/ Affirmative Action Language:

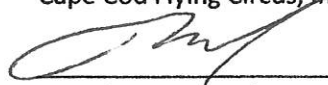
1. No person on the grounds of race, color, national origin, or sex shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. In the construction of any improvements on, over, or under such land of the Airport and the furnishing or service thereon, no person on the grounds of race, color, national origin, or sex shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination;
3. Hangar B, LLC shall use the Airport in compliance with all other requirements imposed by or pursuant to Title A9, Code of Federal Regulations; Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.
4. In the event of a breach of any of the above nondiscrimination covenants, the Airport Manager shall have the right to terminate the above mentioned Contract.
5. Hangar B, LLC shall furnish its own accommodations and/or services on a fair, equal or, not unjustly discriminatory prices for each unit or service; provided that the Manager be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.
6. Noncompliance with Provision 3, above, shall constitute a material breach of the Contract, and in the event of such noncompliance, the Airport Manager shall have the right to terminate the Contract.
7. Hangar B, LLC assures that it will undertake an affirmation action program as required by 14 CFR, part 152, subpart E to ensure that no person shall, on the basis of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, part 152, Subpart E.

All other Terms and Conditions of this Agreement shall remain the same. This Amendment shall go into effect on the date of the undersigned parties.



Witness

11/28/16
Dated

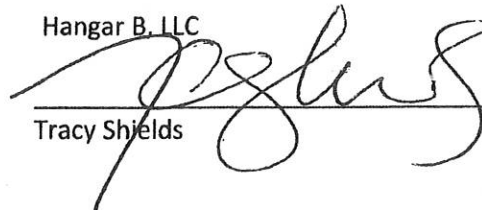
Cape Cod Flying Circus, Inc.


Timothy P. Howard



Witness

11/28/16
Dated

Hangar B, LLC


Tracy Shields