

TEMPORARY REVOCABLE LICENSE AGREEMENT

GREATER ORLANDO AVIATION AUTHORITY ORLANDO INTERNATIONAL AIRPORT

THIS TEMPORARY REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into effective as of July 1, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("**Aviation Authority**") a public and governmental body, existing under and by virtue of the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 and **HAT WORLD, INC. dba Lids** authorized to conduct business in the State of Florida whose primary address is 7676 Interactive Way, Suite 300, Indianapolis, IN 46278 ("**Licensee**").

The Aviation Authority, by its execution hereof, hereby grants Licensee, a temporary revocable license to conduct business at the Greater Orlando International Airport, hereinafter referred to as "the Airport," for the purpose or the licensed activity stated herein, and in accordance with the Terms and Conditions attached hereto.

A. Names, Addresses and Contact Information for Licensee

Name:	Hat World, Inc.
Address:	7676 Interactive Way, Suite 300 Indianapolis, IN 46278
Contact:	Lease Administration
Telephone:	317-334-9428
E-mail:	Nick.Corthier@lids.com
Cell phone:	

Licensee - 24 Hour Emergency Contacts - Minimum of one additional contact required

Name & Title:	Tom Quinn, District Manager
Address:	9303 Jeff Fuqua Blvd. Ste. 2969, Orlando, FL 32827
Telephone:	
E-mail:	Thomas.Quinn@lids.com
Cell:	317-331-1241

Name & Title:	Marielena Rivera
Address:	9303 Jeff Fuqua Blvd. Ste. 2969, Orlando, FL 32827
Telephone:	407-825-7310
E-mail:	5564@lids.com
Cell:	407-800-7908

B. Business to be Conducted

Licensee is granted a temporary revocable license to conduct only the “**Licensed Business Activity**” as described in more detail in **Exhibit “B”** on the Premises described in Section C herein and in **Exhibit “A”** attached hereto.

C. Space to be Occupied

Licensee is authorized to use only the Premises depicted in **Exhibit “A”** attached hereto and referred to as Space No. **12**, being Two Thousand Two Hundred Eighty Four (2,284) square feet.

D. Consideration-Space Rental

In consideration for the license granted hereunder by the Aviation Authority, Licensee hereby agrees to pay to Aviation Authority on a monthly basis, during the term hereof, the greater of the Guaranteed Fee of Eleven Thousand Six Hundred Sixty Six and 67/100 (\$11,666.67) or the Percentage Fee of Fifteen Percent (15%) of all Gross Receipts \$1,000,000 and above, annually for the Licensed Business Activity plus any and all sales or use taxes due thereon in accordance with the provisions of Section 3 and 4 of the attached Terms and Conditions. All payments due hereunder shall be remitted on a monthly basis to the Chief Financial Officer, Greater Orlando Aviation Authority, P.O. Box 94663, Atlanta, Georgia 430394-6634; without demand, set-off or deduction. In the event that the term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

E. Term

This Agreement shall be effective July 1, 2022 through June 30, 2023 (“**Term**”). This Term may be extended at the discretion of the Aviation Authority for an additional one year Term (“**Extended Term**”) upon written notice by the Aviation Authority to the Licensee. Licensee shall have no obligation to accept the Extended Term if offered. Licensee shall notify the Aviation Authority of its election to accept or decline to accept any invitation for the Extended Term in writing within 30 days of receipt such notice by the Aviation Authority.

F. Amount of Insurance Required

Pursuant to Section 17 of the attached Terms and Conditions, Licensee shall carry the following insurance:

Commercial general liability: \$1 million coverage per occurrence (may be coupled with an umbrella policy to achieve the coverage); \$50,000 – damage to rented premises coverage;

Automobile liability: \$1 million coverage, combined single unit, or \$100K/300K/50K coverage - if Licensee does not use vehicles related to scope of work, including but not limited to product deliveries; and

Workers compensation: Must provide evidence of worker’s compensation. No certificates of waiver will be accepted;

Employer's liability: Minimum of \$100,000 "each accident," \$100,000 "disease each employee", and \$500,000 "disease policy limit"; and

Property: Replacement cost for all improvements, equipment or other property hereafter installed or located on the Terminal A and B Complex by Licensee. The covered perils on such property insurance will be no less than the covered perils under the ISO Causes of Loss – Special Form.

For all policies, list the Greater Orlando Aviation Authority, the City of Orlando, and their members (including, without limitation, members of the Authority's Board and the City's Council and the members of the citizens' advisory committee of each, officers, agents and employee) as additional insureds in the description area. The Aviation Authority, its trustee, successors or assigns shall be named as loss payees as their interests may appear.

Show as certificate holder:

The Greater Orlando Aviation Authority
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114

G. Security Deposit

The amount of the security deposit to be held subject to the provisions of Section 8 of the Terms and Conditions is **\$23,333.00**.

H. Maintenance

During the Term of the Agreement, Licensee shall be responsible for maintaining the Premises in first class condition in accordance with the terms of Section 7 of the Terms and Conditions, and at all times acceptable to the Aviation Authority during the Term of this Agreement.

I. Utility and Service Charges

Licensee shall pay the Aviation Authority \$0.44 per square foot per month, which rate is subject to adjustment from time to time, for utilities, in accordance with Section 5 of the Terms and Conditions

J. Additional Fees

Licensee shall be responsible for timely payment of additional fees as set forth in Section 6 of the Terms and Conditions of this Agreement which shall include but not be limited to:

1. Employee Parking
2. Identification security badges
3. Screening
4. Subsequent regulations
5. Signage
6. Delivery fee
7. Storage

K. Legal Notice

Legal notice shall be provided in accordance with Section 11 of the Terms and Conditions of this Agreement.

Aviation Authority:

Greater Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827

Attention: Yovannie Rodriguez, Esq.

Licensee:

Hat World, Inc.
7676 Interactive Way, Suite 300
Indianapolis, IN 46278

Attention: Lease Administration

L. Amendments

Amendments to this Agreement may be made by executing a numbered and dated letter of amendment in accordance with Section 24 of the Terms and Conditions.

M. Additional Terms and Conditions

LICENSEE HEREBY FURTHER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS ATTACHED HERETO AND EXHIBITS HERETO ALL OF WHICH ARE HEREBY INCORPORATED BY REFERENCE.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year set forth below.

WITNESSES:

By: *Kerri Gonzales*
Printed Name: Kerri Gonzales
Date: 2/9/23

By: *Michael Litter*
Printed Name: Michael Litter
Date: 2/9/23

LICENSEE

By: *Nick Corthier*
Printed Name: Nick Corthier
Title: Chief Financial Officer
Date: 2/9/23



GREATER ORLANDO AVIATION AUTHORITY

ATTEST: *Anna Farmer*
Anna Farmer
Manager, Board Services
Date: 2/20/2023

By: *Kevin J. Thibault*
Kevin J. Thibault, P.E., F. ASCE
Chief Executive Officer
Date: 2.20.2023
*Tom Draper
chief of operations,
Designee*

Contents

1.	PREMISES LICENSED	8
2.	TERM	8
3.	GUARANTEED FEE	8
4.	PERCENTAGE FEE AND REPORTING OF GROSS RECEIPTS AND RECORDS..	9
	(A) Books and Records/Right of the Aviation Authority to Audit	10
	(B) Monthly and Final Reports	11
5.	UTILITIES	12
6.	ADDITIONAL FEES	12
	(A) Employee Parking	13
	(B) Identification Security Badges.....	13
	(C) Screening	13
	(D) Subsequent Regulations	13
	(E) Signage	13
	(F) Delivery Fee	13
	(G) Storage	13
7.	LICENSEE'S MAINTENANCE OBLIGATIONS	14
8.	SECURITY DEPOSIT	15
9.	LATE CHARGES	16
10.	USE OF PREMISES	16
11.	LEGAL NOTICE AND PAYMENT ADDRESSES	17
12.	IMPROVEMENTS	18
13.	OPERATION OF BUSINESS	18
14.	CONDITION OF PREMISES AND ALTERATIONS	23
15.	SURRENDER OF PREMISES	24
16.	IDEMNIFICATION	24
17.	LICENSEE'S INSURANCE	25
	(A) Liability Insurance	25
	(B) Property Insurance	26
	(C) Right of Aviation Authority to Purchase	27
	(D) Member Protection	27
	(E) Survival of Provisions	27
18.	LIQUIDATED DAMAGES	28
19.	ASSIGNMENT AND SUBLICENSING	28
20.	DAMAGE OR DESTRUCTION	28
	(A) Minor Damage	28
	(B) Substantial Damage	29
	(C) Extensive Damage	29
	(D) Limits of Aviation Authority Obligations Defined	29
	(E) Damage or Destruction Improvements	30
21.	DEFAULT	30
	(A) Events of Default	30
	(B) Remedies Upon Licensee's Default	31
	(C) Further Provisions Regarding Default	31
22.	LIMITATIONS ON COUNTERCLAIMS	32
23.	RULES AND REGULATIONS	32

24.	RIGHT TO MODIFY	33
25.	DELIVERIES, SECURE AREAS, EMPLOYEES and SCREENING	33
26.	LICENSEE'S REPRESENTATIONS	34
27.	RELOCATION OF PREMISES OR TERMINATION	35
	(A) Relocation of Premises	35
	(B) Termination	35
28.	LICENSEE'S SIGNS	36
29.	COVENANTS AGAINST DISCRIMINATION	36
30.	NOTIFICATIONS	37
31.	AGREEMENTS WITH THE UNITED STATES, STATE OF FLORIDA, COUNTY OF ORANGE AND CITY OF ORLANDO	38
32.	FOREIGN TRADE ZONE REQUIREMENTS	38
33.	VISUAL ARTS	38
34.	MISCELLANEOUS	39
	 EXHIBIT "A" PREMISES	 42
	EXHIBIT "B" LICENSED BUSINESS ACTIVITY	43
	EXHIBIT "C" MONTHLY REVENUE REPORT TO GREATER ORLANDO AVIATION AUTHORITY	44
	EXHIBIT "D" CERTIFIED STATEMENT	45
	EXHIBIT "E" TAX ELECTION FORM	46

TERMS AND CONDITIONS

1. PREMISES LICENSED

The Aviation Authority, in consideration of the fee to be paid and the covenants to be performed by Licensee, does hereby license to Licensee and Licensee hereby accepts for occupancy the location designated on the plan attached hereto as **Exhibit A ("Premises")** which is located in Orlando International Airport ("**Airport**"), for the purpose of conducting therein the use permitted under this Agreement; subject, however, to the terms and conditions of this Agreement and to any rules and regulations for the use of the Premises prescribed and amended from time to time by the Aviation Authority, the Transportation Security Administration ("**TSA**"), and other governmental agencies. This Agreement is subject to such building permits, health permits and licenses as required by the Aviation Authority and the City of Orlando ("**City**") all of which are incorporated herein by reference. For definitional purposes, "**Licensee**" shall include Licensee, its agents, contractors, subcontractors, franchisees, licensees, subtenants, licensors and others performing work and/or conducting operations in the Premises.

2. TERM

The term of Licensee's license to use and occupy the Premises ("**Term**") is described in **Section E**. If Licensee shall hold over after the expiration of the Term with the Aviation Authority's consent, such holding shall constitute a license from month to month, terminable on one (1) month's prior written notice from the Aviation Authority to Licensee under the same terms and conditions as provided in this Agreement and with all Guaranteed Fees (as such term is defined herein) due as described in Section 3, Percentage Fees (as such term is defined herein) due as described in Section 4 and all other charges including any Additional Fees (as such term is defined herein) due as described elsewhere in this Agreement prorated on a daily basis during the period of any such hold over.

Notwithstanding anything to the contrary contained elsewhere herein, the Aviation Authority shall have the right to terminate this Agreement at any time without cause upon thirty (30) days prior written notice ("**Termination Notice**") to Licensee. In the event this Agreement is terminated as provided in the preceding sentence, this Agreement shall terminate upon the expiration of thirty (30) days after the date of the Termination Notice ("**Effective Termination Date**") and the Aviation Authority and Licensee shall thereafter be released from all obligations hereunder, except any "Guaranteed Fee", "Percentage Fee" and/or Additional Fee (as such terms are defined herein) obligations of Licensee which shall have accrued prior to the Effective Termination Date as well as any other obligations of Licensee which survive the expiration or earlier termination of this Agreement. The Term of this Agreement shall end on the date set forth herein in Section E, unless sooner terminated in accordance with this Agreement.

3. GUARANTEED FEE

Commencing on the date this Agreement is executed ("**Fee Commencement Date**"), Licensee shall pay, without prior notice or demand, the greater of the Guaranteed Fee as set forth in this Section 3 or the Percent Fee as set forth in Section 4 below. The Guaranteed Fee, also referred to as Minimum Annual Concession Fee, shall mean the consideration for the license granted herein, paid in dollars on a monthly basis by Licensee as set forth in Section D of the Summary of the Agreement. Licensee shall pay to the Aviation Authority all monthly installments of Guaranteed Fees on or before the first (1st) day of each calendar month during the Term of this Agreement.

4. PERCENTAGE FEE AND REPORTING OF GROSS RECEIPTS AND RECORDS

Licensee shall pay to the Aviation Authority a percentage fee ("**Percentage Fee**"), as set forth in Section D of the Summary of the Agreement, of all Gross Receipts, as defined below, if such amount is higher than the Guaranteed Fee. Without prior notice or demand on or before the tenth (10th) day of each month during the Term of this Agreement, Licensee shall pay to the Aviation Authority the amount of Percentage Fee for the previous month, less the Guaranteed Fee paid for that month, to the Aviation Authority, if any, pursuant to this Section 4 without any offset or deduction whatsoever.

In addition, Licensee shall simultaneously submit to the Aviation Authority a signed monthly statement certifying the amount of Gross Receipts made during the previous month ("**Monthly Revenue Report**"). The form of the Monthly Revenue Report is attached hereto as **Exhibit "C"**. If Licensee fails to furnish to the Aviation Authority any Monthly Revenue Report within the time required by this Section 4, then Licensee shall pay immediately upon demand therefor by the Aviation Authority as liquidated damages and not as a penalty, a special handling fee of One Hundred Dollars (\$100.00) per Monthly Revenue Report per week until any such Monthly Revenue Report is delivered to the Aviation Authority. This remedy shall be in addition to any and all other remedies provided in this Agreement or by law to the Aviation Authority. Licensee shall keep adequate records of Gross Receipts, and such records may be audited or inspected by the Aviation Authority and its representatives at any time upon request.

The term "**Gross Receipts**" as used herein shall mean and include all monies paid or payable to Licensee, whether for cash, credit or otherwise for sales made and services rendered at or from the Premises regardless of when or where the order therefore is received and outside the Premises if the order is received at the Premises and other revenues of any type arising out of or in connection with Licensee's operations at the Premises including, without limitation: mail, catalogue, closed circuit television, computer, other electronic or telephone orders; adjusted by the deduction of the following, provided that separate records are maintained for such deductions:

1. The proceeds from the sale of capital assets or expendables;
2. Credits and refunds to customers for items purchased on the Premises;
3. Amounts of any separately stated federal, state and local sales or use taxes imposed upon Licensee's customers and collected by Licensee; or
4. Charges paid to Licensee by its customers for the mailing of purchased items, but only to the extent of the actual mailing cost thereof.

A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not the time of billing or payment.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained, bad checks, or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Licensee for products authorized to be sold pursuant to the terms and conditions of the Agreement or other operations or businesses is not assessed, charged or collected, for any reason other than pursuant to a bona fide written marketing plan approved by the Chief Executive Officer (e.g., reasonable airport or airline employee discounts), then the amount of Licensee's customary charge therefore shall nevertheless be included in determining Gross Receipts.

Licensee's Gross Receipts shall be computed and audited in accordance with the provisions of the

Agreement. In the event of any conflict between the provisions of the Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control, and the provisions of the Agreement shall not be limited by such accounting principles or audit standards per the provisions of this Agreement.

(A). Books and Records/Right of the Aviation Authority to Audit.

Licensee shall, at all times during the term, segregate in detail those transactions from other transactions of Licensee and which support the amounts reported to the Aviation Authority.

(1) At a minimum, Licensee's accounting for such receipts shall include the following: (a) Daily dated cash register tapes, including tapes from temporary registers; (b) Serially numbered sales slips, using a numbering system for transactions under this Agreement which is separate from any numbering system used by Licensee for other transactions; (c) Licensee's bank account statements (separate bank accounts shall be maintained for all Gross Receipts from operations on the Premises and no receipts from any other source shall be deposited in such accounts); (d) A compiled report of transactions from the Premises showing all Gross Receipts and all exclusions from Gross Receipts by category, which report shall be subtotaled by day and totaled by month and/or by year, as the case may be. The monthly total shall correspond with the amounts reported to the Aviation Authority on Licensee's Monthly Revenue Report and the Term total shall correspond with the amount reported to the Aviation Authority on Licensee's Term "Certified Statement" attached hereto as **Exhibit "D"**, which forms the Chief Executive Officer may amend from time to time in his discretion. If requested, each month Licensee shall provide the Aviation Authority with a computer text file that details monthly sales information by transaction; and (e) Such other sales records (including, but not limited to, original source documents) if any, which would normally be examined by an independent certified public accountant or auditor in performing an examination of Licensee's Gross Receipts in accordance with generally accepted auditing standards and the provisions of this Agreement.

(2) If any such reports or records provided to the Aviation Authority contain any trade secrets that Licensee requests in writing to be kept confidential, such information shall be confidential and shall not be disclosed by the Aviation Authority other than to carry out the purposes hereof. Further, the Aviation Authority shall be permitted to divulge the contents of any such reports or records in connection with any administrative or judicial proceedings in which the Aviation Authority is involved where the Aviation Authority may be required to divulge such information provided the Aviation Authority gives Licensee prompt notice and a reasonable opportunity to object to such disclosure.

(3) Such records may be in the form of: (a) electronic media compatible with the computers available to the Aviation Authority; and, if requested, (b) a computer derived hard copy. The Chief Executive Officer may require Licensee to keep other records to reasonably facilitate the accurate audit or examination of Licensee's Gross Receipts hereunder. All such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Licensee's sales at the Premises, shall, upon ten (10) days prior written notice from the Chief Executive Officer, be made available either at the Premises or at the offices of the Aviation Authority, for inspection by the Aviation Authority through its duly authorized representatives at any time for up to four (4) years subsequent to the expiration of the Term to which such books and records relate (and Licensee shall not be obligated to retain such books and records subsequent to the termination of such four (4) year period); provided,

however, that any such inspection on the Premises will be conducted during reasonable business hours and in such a manner and at such a time as not to interfere unduly with the conduct of Licensee's business. If the Aviation Authority does not audit such books and records within such above-stated retention period, those books and records shall be deemed adequate and closed. Notwithstanding the foregoing, if prior to the expiration of the above-stated record retention period, any audit, examination or investigation is commenced by the Aviation Authority, or any claim is made or litigation commenced relating to this Agreement by the Aviation Authority, Licensee or a third party, the records shall be maintained, and the Aviation Authority shall continue to have the right to inspect such records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). The Aviation Authority shall further have the right, upon reasonable written notice to Licensee and at the sole cost of the Aviation Authority, except as specified below, to examine or designate a representative to audit or examine the books and records and computerized accounting systems of Licensee which relate to its operations on the Premises to determine the correctness of the Licensee Fees and other sums and charges paid by Licensee to the Aviation Authority during the Term. Such audit or examination may include, but is not limited to, a review of the general input, processing and output controls, information systems, using read only access, for all computer applications used to record financial transactions and information relating to the Premises. If, as a result of such audit or examination, it is established that the Licensee Fees and other sums and charges for any Term have been underpaid to the Aviation Authority, Licensee shall forthwith, upon written demand from the Aviation Authority, pay the difference to the Aviation Authority, together with interest thereon at the rate set forth in Section 9, from the date such amount or amounts should have been paid. Further, if any such audit or examination establishes that Licensee has underpaid Licensee Fees and other sums and charges for any Term by two percent (2%) or more, then the entire expense of any such audits or examinations shall be borne by Licensee. In the event that Licensee fails to provide adequate books and records to the Aviation Authority's office as provided above, Licensee shall promptly reimburse the Aviation Authority for expenses incurred by representatives of the Aviation Authority for travel, meals and lodging to audit or examine such books and records at a separate location outside of the Orlando MSA whether or not any sums are found to be due and owing to the Aviation Authority. After the inspections, examination or audit is completed, the Aviation Authority will bill Licensee for such travel, meals and lodging expenses and Licensee shall pay such bill within twenty (20) days of receipt.

(4) The rights of the Aviation Authority under this Section 4 shall survive the expiration or earlier termination of the Term of this Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such accounting principles or auditing standards. In particular, without limitation, Licensee shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such generally accepted accounting principles or auditing standards.

(B). Monthly and Final Reports.

Within ten (10) days after the expiration of each month of the Term, Licensee shall, at its own cost and expense, furnish to the Director of Finance of the Aviation Authority ("Director of Finance") the Monthly Revenue Report, attached hereto as **Exhibit "C"**. Within sixty (60) days of the end of the Term, Licensee shall provide the Aviation Authority with Certified Statement attached hereto as

Exhibit “D” signed by an officer of the corporation certifying the accuracy of the information contained in the schedule that such schedules have been audited in accordance with generally accepted auditing standards and the terms and provisions of this Agreement; including, without limitation, the definition of Gross Receipts set forth in this Agreement. Licensee will be required to provide explanations and documentation for any discrepancy between Monthly Reports and the Final Report. If such schedules indicate that the Licensee Fees and other sums and charges for the Term have been overpaid, then the amount of overpayment shall be promptly refunded by the Aviation Authority to Licensee. If such schedules indicate that the Licensee Fees and other sums and charges for the Term have been underpaid, then Licensee shall submit payment therefor to the Aviation Authority at the same time it submits to the Aviation Authority the statements required under this section, together with interest on any underpaid Licensee Fees and other sums and charges at the rate set forth in this Agreement, from the date such fees or other sums and charges should have been paid. If Licensee (or any subtenant, sub-licensee, licensee and/or assignee) fails to furnish any monthly or final statements within the time required herein, Licensee shall pay within ten (10) days of demand therefor by the Aviation Authority as liquidated damages, One Hundred Dollars (\$100.00) per statement per day until such statement is delivered to the Aviation Authority. This remedy shall be in addition to any and all other remedies provided in this Agreement or by law to the Aviation Authority.

5. UTILITIES

Licensee shall pay the Aviation Authority, without prior notice or demand, the utility and service charges identified in Section I of the Summary of Agreement, which rate is subject to adjustment from time to time, as payment for all utilities (including, without limitation, electricity, water, and sewer) used or consumed in the Premises. Licensee shall pay such utility and service charges each month during the term of this agreement the first day of each month therefor. The Aviation Authority shall provide power lines and data lines to the Premises.

In no event shall the Aviation Authority be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof supplied to or by the Aviation Authority is changed or is no longer available for Licensee's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute actual or constructive eviction of Licensee, or excuse or relieve Licensee from its obligations hereunder, including but not limited to the payment of Licensee Fees or all other sums, damages, fees, costs and expenses payable under this Agreement. Any obligation of the Aviation Authority to furnish light, power and services from a central utility plant shall be conditioned upon the availability of adequate energy sources. The Aviation Authority shall have the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. Notwithstanding anything to the contrary contained in this Section 5, if any utility to the Premises is supplied by or through the Aviation Authority and, due to the Aviation Authority's sole negligence, such utility to the Premises is interrupted which forces Licensee to close its business within the Premises for more than 2 complete and consecutive days, then the Guaranteed Fee shall abate for the period commencing on the 3rd day after Licensee is forced to close its business within the Premises and shall continue until the earlier of: (i) the date such utility is restored to the Premises, or (ii) the date Licensee reopens its business in the Premises.

6. ADDITIONAL FEES

Licensee shall be responsible for timely payment of additional fees as may be imposed by the Aviation Authority during the term of this agreement. Such additional fees include but are not limited to:

(A) Employee Parking.

The Aviation Authority shall assist Licensee in obtaining use of Airport parking facilities. The Aviation Authority retains the right to institute a reasonable charge to Licensee for the privilege of using such Airport parking facilities for Licensee's employees. Such charges shall be invoiced by the Aviation Authority and shall be promptly paid at such intervals as shall be demanded by the Aviation Authority in accordance with parking rates established by the Aviation Authority and City as adjusted from time to time.

(B) Identification Security Badges.

All persons employed at the Airport are required to obtain background checks, security clearances and identification security badges from the Aviation Authority (or its agents) and the Aviation Authority (or its agents) has the right to institute a reasonable charge for the processing, issuance and reviews and renewals. All security badges must be properly accounted for by Licensee and promptly returned in accordance with the Aviation Authority's and all other applicable rules, policies and regulations. Such charges shall be paid directly to the Aviation Authority (or its agents) and shall be promptly paid at such intervals as shall be demanded.

(C) Screening.

If applicable as may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("FAA"), the Transportation Security Administration's ("TSA"), the Aviation Authority's, or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Licensee's goods, products, equipment and supplies, shall be paid by Licensee to the Aviation Authority or, if not billed directly, included within the appropriate fee.

(D) Subsequent Regulations.

If in the future, the Aviation Authority or any agency with jurisdiction requires the Aviation Authority to implement additional procedures related to screening of Licensee's employees, contractors, goods, products, equipment or supplies, Licensee agrees to pay the actual costs incurred by the Aviation Authority in the manner provided above.

(E) Signage.

Concurrent with Licensee's execution of this Agreement, Licensee shall pay to the Aviation Authority a one-time charge for the installation of signage in the amount invoiced by the Aviation Authority.

(F) Delivery Fee.

Licensee shall contract with an Aviation Authority approved vendor for all deliveries and pay such fees as may be required.

(G) Storage.

The location, the amount of such space, and the rental rate (which is subject to annual adjustment)

shall be determined at the sole discretion of the Chief Executive Officer.

7. LICENSEE'S MAINTENANCE OBLIGATIONS

Licensee shall keep and maintain the Premises in a first-class, like-new, clean, neat, safe and sanitary condition ("Upkeep") in accordance with the Aviation Authority's Tenant Design Criteria Retail, Food and Beverage and all directions, rules and regulations of the applicable health, fire and building inspector officials or other proper officials of governmental agencies having jurisdiction. Licensee shall comply with all requirements of laws, ordinances and regulations otherwise affecting the Premises at Licensee's sole cost and expense, including complying with the requirements of any insurance underwriters, inspection bureaus or similar agencies designated in writing by the Aviation Authority upon suitable notice. Upon written notice to Licensee of any violation of law, Licensee shall correct such violation within twenty-four (24) hours of the time of receipt of such written notice (or such greater period of time that the Aviation Authority or the Chief Executive Officer may allow).

(A) Licensee shall, at its own cost and expense, at all times during the Term hereof, maintain the Premises, furnishings, fixtures, trade fixtures, equipment, inventory, displays and other property on the Premises in a safe, clean, orderly, and attractive condition and in good working order, and Licensee shall be solely responsible for all janitorial services and waste removal in connection therewith. Licensee further agrees to implement and perform on schedule all procedures required by the Chief Executive Officer from time to time for the proper cleaning of the Premises.

(B) Licensee shall correct any hazardous or potentially hazardous condition in the Premises, or in the areas surrounding the Premises whose maintenance is the Licensee's responsibility, if any, immediately upon receipt of either written or oral notice from the Chief Executive Officer. At the direction of the Chief Executive Officer, Licensee shall close the Premises until such hazardous or potentially hazardous condition is removed. The Aviation Authority may declare Licensee in default of this Agreement for failure to promptly comply with a directive of the Chief Executive Officer.

(C) Licensee will promptly notify the Aviation Authority of any maintenance or repairs required to the Premises. Licensee will reimburse the Aviation Authority for the cost of any repair not due to ordinary wear and tear.

(D) In transporting merchandise, products, trash, and refuse associated with its operation on the Premises to and from the Premises, Licensee shall use only carts, vehicles or conveyances that are sealed and leak proof and that are equipped with wheels suitable for operating on carpets and tiles without damage.

(E) At the end of the Term or upon the earlier termination of this Agreement, Licensee shall surrender the Premises broom-clean and in good order, condition and repair, reasonable wear and tear and damage by fire, loss or other casualty not covered or required to be covered by Licensee's insurance or not otherwise attributable to Licensee's fault or negligence excepted.

(F) Licensee shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by the Aviation Authority. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Airport by the public and other authorized persons. Licensee shall also furnish, at its own expense,

custodial services for the Premises. Piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted. Licensee shall have sole responsibility for the maintenance, repair and replacement, as necessary, of all telephone equipment located within or exclusively serving the Premises. All repairs, replacements and maintenance by Licensee hereunder shall comply with the applicable provisions of the Aviation Authority's Policy and Procedures Manual and shall be subject to the Aviation Authority's prior written approval (except in the case of emergencies when only prior notice to the Aviation Authority shall be required), such approval to be determined in the Aviation Authority's sole discretion.

(G) The Aviation Authority reserves the right to interrupt temporarily, the heating, air conditioning, plumbing, fire sprinkler and electrical services when necessary to make repairs, alterations, replacements or improvements thereto. The Aviation Authority shall not have any responsibility or liability to Licensee (including consequential damages and lost profits) for failure to supply heat, air conditioning, all other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond the Aviation Authority's control. The Aviation Authority shall provide Licensee with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Licensee's business operations except as deemed necessary by the Aviation Authority.

(H) If at any time Licensee shall fail to comply with any of its Upkeep obligations under Section 7 hereof, the Aviation Authority reserves the right to perform and complete such upkeep after reasonable notice to Licensee of its default thereunder and Licensee's failure to timely cure the same, and charge back to Licensee the full cost thereof, plus appropriate administrative fees, for such work performed on behalf of Licensee. The Aviation Authority, without prior notice to Licensee, may enter the Premises and make inspections as often as it considers necessary, to determine the proper Upkeep of the Premises by Licensee.

8. SECURITY DEPOSIT

Concurrent with Licensee's execution of this Agreement, Licensee shall pay to the Aviation Authority, as a portion of Additional Fee, a security deposit in an amount equal to two month's Guaranteed Fee (such sum is occasionally referred to herein as the "deposit"), which shall be held by the Aviation Authority as collateral security for the full and faithful performance by Licensee of each and every term, provision, covenant and condition of this Agreement. The Security Deposit shall not bear interest and shall not be considered an advanced payment of Guaranteed Fee, Percentage Fee, Additional Fee (or any other sums payable by Licensee under this Agreement) or a measure of the Aviation Authority's damages in case of a default by Licensee. The deposit shall not be considered as a trust fund, and Licensee expressly acknowledges and agrees that the Aviation Authority is not acting as a trustee or in any fiduciary capacity in controlling or using Licensee's deposit. The Aviation Authority shall not be obligated to keep such deposit separate and apart from the Aviation Authority's general and/or other funds and the Aviation Authority may commingle the deposit with the Aviation Authority's general funds and/or other funds. If Licensee shall fully and faithfully comply with all terms, provisions, covenants and conditions of this Agreement, the deposit (or any remaining balance thereof) shall be returned to Licensee, upon written request therefore, without interest, within one hundred and twenty (120) days after the expiration of this Agreement and after the removal of Licensee and all of its personal property and surrender of possession of the Premises. If Licensee defaults in respect to any of the terms, provisions, covenants or conditions of this Agreement, including, but not limited to, payment of any installment of Guaranteed Fee, Percentage Fee, Additional Fee and other sums of money payable by Licensee under this Agreement, the Aviation Authority may, but shall not be required to, use, apply, or retain the whole or any part of the deposit

to the payment of any such sum in default, or any other sum, including, but not limited to, any damages which the Aviation Authority may incur, expend or be required to incur or expend by reason of Licensee's default. Licensee covenants and agrees with the Aviation Authority that Licensee will not assign or encumber or attempt to assign or encumber the monies deposited with the Aviation Authority as the deposit.

9. LATE CHARGES

If any Fees required to be paid to the Aviation Authority hereunder are not made when due, including as a result of any audit findings, Licensee shall pay interest on any such overdue amounts at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by Florida law), commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by the Aviation Authority within 5 days following the due date. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses the Aviation Authority will incur by reason of any such late payment. Either (i) the acceptance of such late payment charge by the Aviation Authority, or (ii) if Licensee pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Licensee Fees due, the Aviation Authority's acceptance of this late payment charge shall not constitute a waiver of Licensee's default with respect to Licensee's nonpayment nor prevent the Aviation Authority from exercising all other rights and remedies available to the Aviation Authority hereunder or at law. If Licensee is late more than twice during any consecutive six (6) month period, the Aviation Authority will no longer waive any such applicable late charges for the remainder of the Term of this Agreement.

10. USE OF PREMISES

Licensee shall use the Premises solely for the purpose described in **Section B** and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Licensee's Permitted Use, if the Aviation Authority reasonably determines that any item displayed, offered for sale or sold by Licensee is objectionable or inappropriate for display or sale at the Airport, Licensee shall, after delivery of the Aviation Authority's written notice to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as reasonably determined by the Aviation Authority from time to time, Licensee shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from the Aviation Authority) and Licensee shall not thereafter display, offer for sale or sell any such item or service. If Licensee shall fail to remove any such item and/or service from display as may be required from time to time by the Aviation Authority within 24 hours, then Licensee shall pay as liquidated damages the amount of \$100.00 per day until such time as Licensee has removed any such item and/or service from display. This remedy shall be in addition to any and all other remedies provided in this Agreement or by law to the Aviation Authority. Licensee shall not permit any nuisance, waste or injury to be committed on the Premises. Licensee represents and warrants that it holds all certificates, permits, licenses or other entitlements required by federal, state or local laws, rules or regulations in order to enable Licensee to conduct its operations and to engage in its Permitted Use and that such certificates, permits, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term hereof. Licensee shall submit any of the foregoing for inspection by the Aviation Authority from time to time. Licensee, at Licensee's expense, shall at all times comply with the requirements of any and all such certificates, permits, licenses or other entitlements. Licensee's initial offering/product and/or service list is attached hereto as **Exhibit "B"** and made a part hereof. Licensee shall not permit the active display or operation on the Premises or elsewhere in the Airport any item which flies, moves, makes noise or flashes unless

the active display or operation of such item is specifically approved in advance in writing by the Aviation Authority. From time to time, Licensee may request in writing that new product offerings may be sold from the Premises, subject to the prior written consent of the Aviation Authority determined in the Aviation Authority's reasonable discretion. Licensee shall submit in writing to the Aviation Authority the complete proposed pricing structure for the prior written approval by the Aviation Authority, such approval to be determined in accordance with the Aviation Authority's "Street Pricing" policies as set forth in Section 13(B).

Licensee hereby covenants that Licensee shall at all times during the term of this Agreement keep the Premises adequately stocked with all appropriate merchandise and inventory, as is allowed pursuant to this Section 11. Licensee's display of such merchandise and inventory and the adequacy of the stocking thereof in the Premises shall be subject to the approval of the Aviation Authority from time to time and the Aviation Authority shall have the right to direct the change in presentation or removal of any such Licensee's merchandise and inventory and the adequacy of the stocking thereof from time to time as determined in the sole and absolute discretion of the Aviation Authority.

Licensee will not be permitted to sell any of the following types of merchandise: (1) "Themed Retail Merchandise" – For purposes of this Agreement, "themed retail merchandise" means products relating to a theme park, motion picture studio tour or other attraction owned and operated by a person or entity which the Aviation Authority permits to operate (or will in the future permit to operate) a themed retail concession by or under common control with an affiliated entity ("Affiliated Entity") which: (i) are marked with the logo of such theme retail concession or such Affiliated Entity, or (ii) represent, incorporate or are directly related to characters owned by, or under license to such theme retail licensor or such Affiliated Entity or buildings, rides, or activities at a theme park or other attraction owned or operated by such theme retail or an Affiliated Entity (currently, Walt Disney Parks & Resorts U.S., Inc. (Disney), Sea World Parks and Entertainment (Sea World) and Universal City Florida Partners (Universal Studios) operate theme retail concessions in the Airport); (2) books and magazines (except to the extent that the sale of books and magazines are incidental to the sale of other merchandise and is approved by the Aviation Authority), or newspapers; (3) candy (except in connection with a retail candy store license and is approved by the Aviation Authority; but in no event shall Licensee be permitted to sell chewing gum or popcorn); (4) sunglasses; (5) tax free and/or duty-free merchandise; and (6) the following sundries concession items: cigarettes, e-cigarettes, cigars and tobacco, pipes and pipe supplies, cigarette and cigar holders, non-prescription drugs, camera film and camera accessories (other than batteries), except in connection with a camera shop or electronics shop. Licensee shall not be permitted to create a "sundries" shop; and (7) pre-paid phone cards.

Notwithstanding any other provision hereof, it is specifically understood and agreed that, in the event of a conflict between Licensee and any other lessee, licensor or licensee in the Airport as to specific items or services to be sold by respective lessees, licensors or licensees, the Aviation Authority shall decide which items or services may be sold or provided by each lessee, licensor or licensee, and Licensee agrees to be bound by such decision. The Aviation Authority may consider the various locations within the Airport from which Licensee and such other lessee, licensor or licensee operates in arriving at the determination. This Agreement is separate and distinct from, and shall be constructed separately from, any other agreement between Licensee and the Aviation Authority and from any other similar agreement between the Aviation Authority and any other person or entity operating a concession at the Airport, and the fact that any such other agreement may contain provisions which differ from those contained herein shall have no bearing on the construction of this Agreement.

11. LEGAL NOTICE AND PAYMENT ADDRESSES

Any notice which either the Aviation Authority or Licensee may be required or desires to give or make upon the other shall be in writing and sent by (i) United States certified mail, return receipt requested, postage prepaid, (ii) telegram, mailgram, or other electronic medium using a third party carrier, (iii) United States express mail, (iv) air courier (such as Federal Express), (v) personal delivery or (vi) any other method creating a receipt, waybill or other written record of delivery date, addressed to the following addresses or personally delivered to Licensee's representative at the Airport. Notices shall be deemed given on the third (3rd) day after deposit for notices sent under (i), (ii) and (vi) above, on the first (1st) day after deposit for notices sent under (iii) and (iv) above and on the date delivered for notices sent under (v) above.

COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL COMMUNICATIONS CONCERNING DISPUTES ABOUT DEBTS THAT ARE OWED OR MAY BE OWED TO THE AVIATION AUTHORITY IN CONNECTION WITH THIS AGREEMENT, AND INSTRUMENTS IN LESS THAN THE FULL AMOUNT CLAIMED BY THE AVIATION AUTHORITY AND TENDERED AS FULL SATISFACTION OF A DISPUTED DEBT OR OTHER AMOUNT OWED, SHALL BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY AN EXPRESS MAIL DELIVERY SERVICE TO THE FOLLOWING: DIRECTOR OF FINANCE, GREATER ORLANDO AVIATION AUTHORITY, ORLANDO INTERNATIONAL AIRPORT, 5855 CARGO ROAD, ORLANDO, FLORIDA 32827-4399.

12. IMPROVEMENTS

The Aviation Authority shall have no obligation to improve the Premises or install any equipment therein. The Aviation Authority reserves the right to further develop, improve, repair and alter the Airport (including entering the Premises) and all roadways, parking areas, landing areas and taxiways, as it may reasonably see fit, free from any and all liability to Licensee for the loss of business or damages of any nature whatsoever to Licensee occasioned during the making of such improvements, repairs, alterations and additions including, but not limited to, any damages resulting from negligence of the Aviation Authority or its employees, agents or contractors. As used herein, "Improvement" or "improvements" means any item which is affixed to the Premises or affixed to any improvement thereto and which cannot be removed without material damage to the Premises or another improvement.

13. OPERATION OF BUSINESS

(A) Hours of Operation

The Aviation Authority has the right to control the hours of operation of all concessions at the Terminal A and B including the hours of operation of Licensee (subject to minimum hours of operation imposed and modified by the Aviation Authority Chief Executive Officer from time to time). Current minimum operating hours are at least 15 hours each day, 7 days a week, 365 days a year, with the opening thereof at least one hour before the departure time for the earliest scheduled flight and the closing thereof no more than 30 minutes prior to the departure time for the latest scheduled flight. Concessions shall operate from at least 7:00 AM to 9:00 PM, local time or other hours necessary to properly service the earliest daily incoming and outgoing flights and the latest daily incoming and outgoing flights from gates located within reasonable proximity to the Premises except as may otherwise be approved in writing by the Aviation Authority. These hours of operation are subject to modification at the sole discretion of the Chief Executive Officer. Licensee shall be obligated to be open for business and to operate continuously during all hours established as Airport concession business hours. Licensee's obligation to be open for business shall include, but not be limited to, opening for business not more than five (5) minutes late and closing the business not more than five (5) minutes early. Failure by Licensee to be open for

business and to operate when required to do so under this Agreement shall entitle the Aviation Authority, in addition to other remedies provided in this Section 14 this Agreement or by law, to seek mandatory injunctive relief. Licensee shall assure that a local representative of Licensee is available, by telephone, on a 24 hour per day, 7 day per week, basis in case of emergencies and Licensee shall notify the Aviation Authority of the name and telephone number of such representative and shall update such information promptly as necessary. From time to time, Licensee shall provide extended operating hours if the Aviation Authority reasonably determines that, due to adverse weather conditions and other similar delays in the Airport's flight schedules, extended operating hours are necessary for the convenience of the traveling public.

(B) Quality and Pricing of Merchandise

The Aviation Authority requires that Licensee provide to customers high quality merchandise, products and/or services. The Aviation Authority acknowledges that, at any time during the Term of this Agreement, the Chief Executive Officer may hire an independent consultant to undertake a survey of the overall quality of the retail items (or the quality of one or more particular retail items thereof) provided by the licensees (including Licensee) in the Airport and the quality of the retail items sold or provided in a first class retail store of similar type in the Greater Orlando area. If the survey indicates that the quality of any retail item sold by Licensee is below that of a business of similar type in the Greater Orlando area, the Chief Executive Officer may send a written notice to Licensee specifying the deficiencies in the quality of Licensee's retail items noted in the survey and directing Licensee to make the required improvements within fifteen (15) days from the date of receipt of such written notice (or such greater period of time that the Chief Executive Officer may allow) and promptly to advise the Chief Executive Officer in writing of the corrective measures Licensee has taken.

The Aviation Authority requires that Licensee competitively price all merchandise and products sold and/or services rendered from the Premises such that the prices are non-discriminatory and "Street Priced", as herein defined, so that customers do not expect to pay more for products and services in the Airport than they would for average prices outside the Airport. Licensee may not charge prices for any merchandise or services that exceed "Street Prices", as hereinafter defined. The Street Price for any product or service sold by Licensee shall be determined as follows: (a) If Licensee does business in non-airport locations in Central Florida, the Street Price is the price charged for the same merchandise or service at the nearest non-airport location in Central Florida, excluding short-term promotional prices; (b) If Licensee does not operate in non-airport locations in Central Florida, the Street Price for all such merchandise and services is the average price charged for such merchandise and services by comparable businesses in Central Florida where comparable products or services are sold; (c) If a product or service offered is neither sold by Licensee in non-airport locations in Central Florida nor readily available in Central Florida, and does not fall within any other category described in this Section 13, the Street Price shall be based on reasonable comparisons mutually agreed to by the Aviation Authority and Licensee; (d) For purposes of establishing the Street Price of an item, any difference in size or quality of a product or service shall constitute a price differential; and (e) In addition to the requirements of this Section 13, where a retail sales price is printed on any item, the price charged by Licensee shall not exceed the printed price. Licensee agrees to adjust its prices to ensure that they meet the "street" pricing criteria in accordance with the Aviation Authority's pricing policy and enforcement guidelines without any further notice or immediately upon written notice from the Aviation Authority if Licensee is not in compliance therewith. Prior to opening for business, Licensee agrees to supply to the Aviation Authority a detailed list of all products and services to be offered at the Premises and the prices to be charged therefore. Licensee agrees to continue to provide this data on a quarterly basis throughout the Term hereof. In addition, the cash registers used by Licensee must display prices for each item so that they can be easily seen by patrons while a transaction is being rung up and shall provide each patron with a detailed receipt of merchandise sold. In addition, Licensee shall provide, without charge, change making

service at each cashier's location in the Premises.

The Chief Executive Officer shall have the right (without limitation) to monitor and test the quality of Licensee's service and the effectiveness of its cash handling procedures through the use of a professional shopping service employed by the Aviation Authority. In the event that the Aviation Authority determines through the use of such shopping service that the level of Licensee's service is below that required under the terms of this Agreement or that Licensee's sales are not being properly recorded, Licensee shall immediately undertake the correction of the problem and, in the further event that it is established through audit, examination and/or inspection that fees have been lost to the Aviation Authority because of Licensee's improper recording of its sales, or any other improper record keeping by Licensee, Licensee shall pay to the Aviation Authority as delinquent fees, with interest in accordance with this Agreement, an amount equal to a reasonable estimate by the Aviation Authority of the amounts lost to the Aviation Authority as a result thereof.

Further, for the benefit of the users of the Airport, the Aviation Authority has the right to promote a "free market" competitive environment within the Airport and, to the extent possible, the Aviation Authority may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing, and under no circumstances shall Licensee receive any type of "exclusives" or protection related thereto. To ensure that Licensee is in compliance with the quality of products, pricing and service standards set forth in this Section 13, the Aviation Authority, or its agents, may perform service audits, such as "surprise shopper programs," of the conduct of Licensee's operation in the Premises at any time. The results of such service audits performed on behalf of the Aviation Authority may be employed by the Aviation Authority to enforce Licensee's obligations hereunder. Licensee agrees that it will contact the Aviation Authority on all operational matters pertaining to its occupancy including but not limited to the following areas: (a) hours of operation, (b) employee parking and airport security requirements, (c) customer inquiries and complaints, (d) facility maintenance issues, (e) utility services, and (f) staffing level/shift issues.

If Licensee shall fail to comply with any of the provisions of Section 13 including, without limitation, meeting required operating hours and street pricing requirements, then Licensee shall pay as liquidated damages (i) with respect to the failure to maintain required hours of operation, \$50.00 per hour until such time as the Licensee is in compliance and (ii) with respect to the failure to maintain street pricing requirements, the amount of \$100.00 per instance per day until such time as Licensee is in compliance. This remedy shall be in addition to any and all other remedies provided in this Agreement or by law to the Aviation Authority.

(C) Licensee agrees to be open for business and to continuously and uninterruptedly operate during the entire Term following the Fee Commencement Date, to actively and diligently conduct its business at all times in a first class and reputable manner, making every reasonable and lawful effort to develop, maintain and increase Licensee's business, using good faith efforts to achieve maximum sales volumes, customer satisfaction and maintaining at all times a sufficient stock of high quality merchandise and products. All of Licensee's personnel shall be knowledgeable, helpful to Airport users (including the ability to provide directions for areas in the Airport, when requested), courteous, efficient, clean, neat in appearance and appropriately attired and shall not act in a loud, boisterous, improper, offensive, solicit business elsewhere in the Airport, or otherwise objectionable manner. Licensee's employees shall wear name tags displaying Licensee's and the employee's names and security badges at all times. Licensee's employees shall not be permitted to wear any clothing that is not appropriate for conducting business in the Airport as determined in the sole discretion of the Aviation Authority. Examples of items of clothing that are not appropriate include, but are not limited to, halter-type tops or any tops where any portion of the midriff is exposed, non-Bermuda

style shorts (all shorts must not be higher than one inch above knee), and any other items of clothing that are not in good taste and not typically worn in a business casual environment as reasonably determined from time to time by the Aviation Authority. Licensee shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Airport. The management, maintenance, and operation of the Premises and the business conducted thereon shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced retail manager ("Manager") who shall at all times be subject to the direction and control of Licensee. Licensee will cause such Manager to be available at the Premises during all normal concession business hours at the Airport, and Licensee will at all times during the absence of such Manager assign or cause to be assigned a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. The Manager shall provide telephone numbers so that the Aviation Authority can contact the Manager 24 hours per day in the event of an emergency and the Manager or a qualified subordinate must be able to reach the Premises within one (1) hour. Licensee shall employ or permit the employment of only such personnel as will assure a high standard of service to the public. Licensee shall maintain a sufficient number of trained personnel as deemed reasonably necessary by the Chief Executive Officer from time to time (a minimum of one (1) staff personnel shall be present on the sales floor at all times) to ensure that customers of Licensee will receive prompt and courteous service at all times. No personnel, while on or about the Airport, shall use improper language, act in a loud, boisterous, or otherwise improper manner, or be permitted to solicit business elsewhere in the Airport. Licensee shall operate this concession at the Premises only through its own employees. Licensee shall comply with the requirements of all statutes, ordinances, regulations and rules applicable to its employment practices in connection with the operation of this concession including, without limitation, the Fair Labor Standards Act, shall pay all applicable federal and state employment and withholding taxes, and shall maintain records demonstrating compliance with the foregoing. All such records shall upon reasonable prior notice from the Chief Executive Officer be made available, either at the Premises, or, at the request of the Chief Executive Officer, at the offices of the Aviation Authority, for inspection by the Aviation Authority, through its duly authorized representatives, as often as the Chief Executive Officer shall request for a period of up to three (3) years after the end of the Term to which such records pertain.

Licensee agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or services, including all refunds as appropriately requested from time to time by any customer. In the event that any written customer complaint with respect to Licensee's operations on the Premises is delivered to Licensee (or to the Aviation Authority), Licensee agrees that it shall promptly respond in writing to such complaint and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Additionally, Licensee shall provide to the Aviation Authority, without further demand, a copy of each such complaint and its written response thereto. Licensee agrees to accept at least 2 nationally recognized credit cards for payment and/or cash, shall offer all of its customers shipping and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. Licensee shall not abandon or permanently vacate the Premises without the prior written approval of the Aviation Authority. For purposes hereof, "abandonment" shall mean closing the Premises for 2 or more consecutive days, unless other provisions hereof permit such closing. Licensee shall be obligated to be open for business and to operate continuously during all hours established as Airport concession business hours. Licensee understands and agrees that its operation hereunder is a service to airline

customers and the users of the Airport. Notwithstanding the requirements set forth herein, the Aviation Authority shall have the right to make reasonable objections to the number or quality of sales staff used by Licensee, the prices for merchandise and products sold and/or services rendered, the number or quality of articles sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Licensee agrees to take reasonable steps to promptly comply with the Aviation Authority's reasonable objections. If Licensee fails to comply with any of the provisions of this Section 13, then Licensee shall pay, within 5 days after notice thereof and failure to cure the same, liquidated damages and not as a penalty in the amount of \$100.00 per incident per day until such time as Licensee is in compliance with this Section 13. This remedy shall be in addition to any and all other remedies provided herein or by law to the Aviation Authority. Failure by Licensee to be open for business and to operate shall entitle the Aviation Authority, in addition to other remedies provided in this Section 13, this Agreement or by law, to mandatory injunctive relief if awarded by a court of competent jurisdiction. Without limiting the generality of the foregoing, the Aviation Authority shall be the sole judge of which hours and days shall be Airport concession business hours and days.

(D) PCI Compliance. Licensee shall not connect to or utilize any computer network or systems of the Aviation Authority, including, without limitation, for transmission of credit card payments. Licensee shall be solely responsible for providing and maintaining its own computer networks and systems and shall ensure its system is compliant with all applicable Payment Card Industry ("PCI") Data Security Standard ("DSS"). (a) Licensee shall, within five (5) days, notify the Aviation Authority of any security malfunction or breach, intrusion or unauthorized access to cardholder or other customer data, and shall comply with all then applicable PCI requirements; (b) Licensee, in addition to notifying the Aviation Authority and satisfying the PCI requirements, will immediately take the remedial actions available under the circumstances and provide the Aviation Authority with an explanation of the cause of the breach or intrusion and the proposed remediation plan. Licensee will notify the Aviation Authority promptly if it learns that it is no longer PCI DSS compliant and will immediately provide the Aviation Authority with a report on steps being taken to remediate the non-compliance status and provide evidence of compliance once PCI DSS compliance is achieved; (c) Licensee, its successor's and assigns, will continue to comply with all provisions of this Agreement relating to accidents, incidents, damages and remedial requirements of the termination of this Agreement; (d) Licensee shall ensure strict compliance with PCI DSS for each credit card transaction and acknowledges responsibility for the security of cardholder data. Licensee will create and maintain reasonable detailed, complete and accurate documentation describing the systems, processes, network segments, security controls and dataflow used to receive, process, transmit, store and secure Customer's cardholder data. Such documentation shall conform to the most current version of PCI DSS; (e) Licensee must maintain PCI Certification as a bankcard merchant at the Airport. Licensee is responsible, at Licensee's own expense, to contract and pay for all quarterly, annual or other required assessments, remediation activities related to processes within Licensee's control, analysis or certification processes necessary to maintain PCI certification as a bankcard merchant; (f) PCI DSS – Licensee shall make available on the Premises within 24 hours upon request by the Aviation Authority, such documentation, policies, procedures, reports, logs, configuration standards and settings and all other documentation necessary for the Aviation Authority to validate Licensee's compliance with PCI DSS as well as make available to the individuals responsible for implementing, maintaining and monitoring those system components and processes. Requested logs must be made available to the Aviation Authority and the Aviation Authority in electronic format compatible with computers used by the Aviation Authority; (g) Evidence of PCI DSS Compliance – Licensee agrees to supply their PCI DSS compliance status and evidence of its most recent validation of compliance upon execution of this Agreement. Licensee must supply to the Aviation Authority evidence of validation of compliance before the Fee Commencement Date.

(E) Licensee shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, applicable business licenses and requirements of the Aviation Authority and all governmental authorities having jurisdiction affecting or applicable to the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, shall necessitate changes or improvements (other than structural changes or structural improvements) and/or interfere with the use and enjoyment of the Premises. Licensee shall promptly correct any deficiencies reported by the Aviation Authority and all other governmental authorities having jurisdiction. Licensee shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such law, ordinance, order, rule, regulation or requirement affecting the occupancy or use of the Premises and/or the Airport which has been or may hereafter be enacted or promulgated by the Aviation Authority and all governmental authorities, or in any way obstruct or interfere with the rights of others, nor shall Licensee use or allow the Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Airport. Any area occupied by Licensee and all equipment and materials used by Licensee shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of the Aviation Authority and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Licensee shall not permit the installation of non-Licensee advertisements in the Premises, including, but not limited to, public communication devices, and reservations for ground transportation, hotels or other lodging. Licensee shall not sell or display any merchandise and products or services except within the Premises or as otherwise approved by the Aviation Authority. Licensee shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display and sale of merchandise and products or services in any areas outside of the Premises without the Aviation Authority's advance written approval, which approval may be withheld in the Aviation Authority's sole discretion. Licensee shall not store anything in service or exit corridors. All receiving and delivery of goods, merchandise and products, equipment and supplies for the Premises, and all removal of merchandise and products, supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of or in the areas provided therefor. Licensee shall not use the automated people movers (passenger trains) at the Airport for the purpose of transporting merchandise, supplies, equipment or refuse between the Landside and Airside Buildings. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of merchandise and products, and/or trash within the Premises or to or from the Premises may be left unattended in the corridors or other public areas, nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Airport. Licensee shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Airport. If Licensee shall fail to comply with any of the provisions of this Section 13, then Licensee shall pay as liquidated damages the amount of \$100.00 per day until such time as Licensee is in compliance. This remedy shall be in addition to any and all other remedies provided in this Agreement or by law to the Aviation Authority.

14. CONDITION OF PREMISES AND ALTERATIONS

Licensee shall at all times maintain the Premises in a safe, neat and clean condition and in good order and repair at its own expense. Licensee specifically acknowledges that the manner of operation of the Premises and the adjacent area shall be subject to additional rules and regulations established by the Aviation Authority, which may be modified from time to time. Licensee shall not

make or cause to be made any alterations, additions, or improvements to the Premises, other than those approved by the Aviation Authority. If Licensee fails to repair any damage caused by Licensee, the Aviation Authority may perform the repair, retain the Security Deposit and charge the cost thereof directly to Licensee, and Licensee agrees to pay such cost to the Aviation Authority upon demand as Additional Fee. In the event of Licensee's failure to obtain any such approval, Licensee shall pay as liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per day until such time as Licensee has obtained such approval.

15. SURRENDER OF PREMISES

At the expiration or sooner termination of this Agreement, Licensee shall peaceably surrender the Premises, promptly remove from the Premises all items of personal property to which Licensee is permitted to remove and surrender the same in a broom-clean condition. Licensee shall be responsible for the costs of all repairs required at its own expense for any and all damage to the Premises resulting from or caused by such installation or removal by restoring the Premises to at least as good a condition as existing prior to the commencement of the Term of this Agreement, ordinary wear and tear excepted. If Licensee shall fail to surrender the Premises without the Aviation Authority's consent in accordance with the provisions of this Section 15, then Licensee shall pay as liquidated damages, and not as a penalty, the amount of \$100.00 per day until such time as Licensee is in compliance.

16. INDEMNIFICATION

Licensee shall indemnify, defend and hold completely harmless the Aviation Authority, the "City" and the members (including, without limitation, all members of the governing board and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Premises, including any Improvement thereto, or Licensee's operations at the Airport or in connection with any of Licensee's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of Licensee or its officers, directors, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of Licensee to keep, observe or perform any of its obligations under this Agreement. This indemnification shall not apply to the extent that any claims, damages, losses, and expenses arise from Aviation Authority's sole, gross negligence or intentional misconduct. The Aviation Authority shall give Licensee reasonable notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow Licensee or its insurer to compromise and defend the same to the extent of its interests (subject to the Aviation Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Indemnification section, Licensee shall use counsel reasonably acceptable to the Aviation Authority. Nothing herein shall be deemed a waiver by Aviation Authority of its sovereign immunity rights under the laws of The State of Florida.

17. LICENSEE'S INSURANCE

At its sole expense, Licensee shall maintain the following insurance throughout the Term of this Agreement, including any extensions or renewals, and such insurance will apply to Licensee, its employees, agents, and representatives.

(A) Liability Insurance

- a. Commercial General Liability insurance covering property damage and bodily injury (including death) and including, but not limited to, premises, products and completed operations, contractual liability and fire legal liability insurance with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, or Five Million and No/100 Dollars (\$5,000,000.00) per occurrence for AOA access. This insurance shall not be written on a claims-made basis.
- b. Automobile Liability insurance covering each motor vehicle, including but not limited to owned, non-owned and hired, used in conjunction with the operations performed at Airport resulting in property damage or bodily injury (including death) in the amount of not less than
 - One Million Dollars (\$1,000,000.00) combined single limit per accident or
 - Five Million Dollars (\$5,000,000.00) combined single limit per accident for AOA access,
 - OR if Licensee does not use vehicles related to scope of work, including but not limited to product deliveries, One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and Three Hundred Thousand and No/100 Dollars (\$300,000.00) aggregate for bodily injury and Fifty Thousand and No/100 Dollars (\$50,000.00) for property damage.
- c. Workers Compensation and Employers Liability insurance covering all Licensee's employees who will be engaged at Terminal A and B Complex with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) for disease each employee and Five Hundred Thousand Dollars (\$500,000.00) for disease policy limit. If the Licensee is self-insured, the Licensee shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.
- d. Licensee agrees to the following as it relates to all above required insurance:
 - a. Self-insured retentions or deductibles shall not exceed Ten Thousand and No/100 Dollars (\$10,000.00) unless the insurer is required to pay claims from first dollar without a requirement that Licensee pay its deductible prior to that time;
 - b. The insurance shall be primary and not contributory to any other valid and collectible insurance the Aviation Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only;
 - c. Insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority;
 - d. All insurance required for this Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando;

- e. Prior to the Effective Date or the installation of any Improvements by Licensee or its contractor's, agent's, or representatives, above insurance shall be in place;
- f. A properly completed and executed certificate(s) of insurance on an ACORD form or its equivalent, evidencing all insurance policies obtained by Licensee in accordance with the provisions of this Article 17.A. shall be furnished to the Aviation Authority at least fifteen (15) days prior to the Effective Date or any installation of any Improvements by Licensee at the Airport, whichever first occurs, and each renewal thereafter during the term of this Agreement and its renewal/extension. Licensee acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Agreement.
- g. Licensee shall provide Aviation Authority immediate written notice upon Licensee's knowledge, but not less than 30 days, of any adverse material change in Licensee's required insurance coverage. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in the Licensee's self-insured retention or deductible, or any non-renewal or cancellation of required insurance;
- h. Commercial General Liability and Automobile Liability insurance shall name Aviation Authority and City of Orlando and their members (including, without limitation, all members of the governing board and the advisory committees of each), officers, employees and agents of each as additional insureds;
- i. The Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Agreement, and Licensee shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

(B) Property Insurance.

1. The Aviation Authority may, at its option, maintain property insurance on the Terminal A and B Complex and other property at the Airport, but it is expressly understood that such insurance shall not cover the Improvements, equipment or other contents, including property of Licensee.
2. At its sole expense, Licensee shall maintain property insurance with limits not less than the replacement cost of all Improvements, equipment or other property hereafter installed or located on the Terminal A and B Complex by Licensee. The covered perils on such property insurance will be no less than the covered perils under the ISO Causes of Loss – Special Form. Regardless of any deductible or self-insured retention or exclusions within the property insurance policy, Licensee shall be responsible for damages to Premises and Improvements.
3. Licensee agrees to the following as it relates to the property insurance required herein:
 - a. At least fifteen (15) days prior to the Effective Date or the installation of any Improvements by Licensee at the Terminal A and B Complex, whichever first occurs, and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided by Licensee under this Section 17, Licensee shall furnish to Aviation Authority a properly completed and executed certificate(s) of insurance on an ACORD form, or its equivalent, evidencing all such insurance and each renewal thereafter during the term of this Agreement and its renewal/extension. Licensee acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Agreement.

- b. Aviation Authority, its trustee, successors or assigns shall be named as loss payees as their interests may appear.
- c. Proper insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Aviation Authority.
- d. Licensee shall provide Aviation Authority immediate written notice upon Licensee's knowledge, but not less than 30 days, of any adverse material change in Licensee's property insurance. For purposes of this insurance section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in the Licensee's self-insured retention or deductible, or any non-renewal or cancellation of required insurance.
- e. Licensee, on behalf of itself and its insurance carrier(s), hereby waives any and all rights of recovery which it may have against the Aviation Authority or the City or any of the other Indemnified Parties for any loss or damage to property it may suffer as a result perils covered under ISO Causes of Loss-Special Form under Licensee's property insurance.
- f. The Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Agreement, and Licensee shall comply with all reasonable requests with respect thereto.

(C) Right of the Aviation Authority to Purchase

If Licensee does not comply with its covenants made in Sections B of this Section 17, the Aviation Authority shall have the right, but not the obligation, to purchase a property insurance policy, at current market rates, covering the leasehold property and improvements. In such event and upon Aviation Authority's demand, Licensee shall reimburse Aviation Authority for such insurance premiums, commissions, deductibles and/or self-insured retentions as each may apply.

(D). Member Protection

No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operations of Licensee under this Agreement, as this Agreement may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Aviation Authority, or by enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any past, present or future member, officer, employee or agent, of the Aviation Authority, as such, either directly or through the Aviation Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment of or to the Aviation Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(E). Survival of Provisions

The provisions of this Section 17 shall survive the expiration or earlier termination of this Agreement.

18. LIQUIDATED DAMAGES

The Aviation Authority and Licensee agree that, if Licensee fails to keep, observe, or perform any of the covenants or terms and conditions required herein, it would be extremely difficult to calculate the damages from such violations. Therefore, the Aviation Authority shall be entitled to the financial Liquidated Damages as set forth below, as a result of such violation(s), accrued on a daily basis, in addition to any other Liquidated Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

<u>Violation</u>	<u>Fee</u>
Failure to Maintain Required Hours of Operation	\$ 50.00 per hour/per location
Failure to Submit Required Documents and Reports	\$100.00 per day/per location
Violations of All Other Terms and Conditions	\$100.00 per day/per location

The foregoing are due and payable from Licensee to the Aviation Authority until said violations are remedied, and the Aviation Authority has issued a written notice to the Licensee, that the Licensee is in compliance. Licensee shall pay to the Aviation Authority said fine herein in full, in lawful money of the United States, within five (5) days of receipt of such written notice of compliance. The Aviation Authority shall be entitled to assess and collect any such liquidated damages from any Licensee which is the basis for the liquidated damages imposed on the Aviation Authority under this Agreement. Any such liquidated damages due from the Licensee to the Aviation Authority shall be considered Gross Receipts under this Agreement.

If Licensee's violation continues after the thirty (30) day prior written notification to Licensee from the Aviation Authority, the Aviation Authority may terminate the Agreement. If Licensee continues to be in violation under this Section 18 for a period of five (5) days, and following the thirty (30) day prior notice provided above to Licensee, Licensee shall be required to substantiate to the Aviation Authority that it is taking all reasonable efforts to ensure compliance by the Licensee of such violations, including, if necessary, termination of this Agreement. If Licensee cannot substantiate to the Aviation Authority that it took all reasonable efforts to ensure compliance by the Licensee in violation within such thirty (30) day period, the Aviation Authority, in its sole discretion, may elect to terminate this Agreement, notwithstanding other provisions of default in this Agreement continued herein.

19. ASSIGNMENT AND SUBLICENSING

Licensee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign this Agreement or sublicense or sublet all or any part of the Premises without obtaining the Aviation Authority's prior consent, which consent will be determined in the Aviation Authority's sole discretion and may be withheld by the Aviation Authority for any reason whatsoever.

20. DAMAGE OR DESTRUCTION

A. Minor Damage.

If all or a portion of the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by the Aviation Authority at its own cost and expense subject to the limitations of Section 20.D, below; provided, however, that if the damage is caused by the negligent act or

omission of Licensee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, Licensee shall be responsible for reimbursing the Aviation Authority for the cost and expense incurred in such repair, subject to the provisions of Article 17, above. In the event of such minor damage in which no portion of the Premises is untenable, there will be no abatement of the Concession Fees payable by Licensee to the Aviation Authority hereunder.

B. Substantial Damage.

If all or a portion of the Premises shall be damaged by fire, explosion, the elements, public enemy, or other casualty, to such an extent as to render the Premises or such portion thereof untenable, but which can reasonably be repaired within thirty (30) days, the same shall be repaired with due diligence by the Aviation Authority at its own cost and expense, subject to the limitations of Section 20.D., below, and there shall be an equitable abatement of the Minimum Annual Concession Fees and utility fees payable by Licensee to the Aviation Authority from the time of such damage until such time as the Premises are fully restored and certified by the Aviation Authority's engineers as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Licensee, its officers, agents, employees, contractors, subcontractors, licensees or invitees, the Minimum Annual Concession Fees payable by Licensee to the Aviation Authority hereunder will not abate and Licensee shall be responsible for reimbursing the Aviation Authority for the cost and expenses incurred by it in such repair, subject to the provisions of Section 17, above.

C. Extensive Damage.

1. In the event that all or a portion of the Premises are destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days, the Aviation Authority shall be under no obligation to repair, replace or reconstruct the Premises. This Minimum Annual Concession Fees and utilities charges payable by Licensee to the Aviation Authority hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as said Premises are restored so as to render the Premises tenable or the Aviation Authority elects to terminate this Agreement by written notice to Licensee. If within twelve (12) months after the time of such damage or destruction the Aviation Authority has neither elected to terminate this Agreement, nor repaired, nor replaced, nor or reconstructed the Premises to the extent required by this Article 20, Licensee may terminate this Agreement by written notice to the Aviation Authority.
2. Notwithstanding the foregoing, if said Premises are destroyed or so damaged and rendered untenable so that they cannot reasonably be repaired within thirty (30) days as a result of the negligent act or omission of Licensee, its officers, agents, servants, employees, contractors, subcontractors, licensees, invitees, the Concession Fees payable hereunder shall not abate and the Aviation Authority may, in its discretion, subject to the provisions of Section 17.B.3.e., above, require Licensee to complete repair and reconstruction of said Premises promptly and pay the costs therefor, or the Aviation Authority may repair and reconstruct said Premises, and Licensee shall be responsible for reimbursing the Aviation Authority for the costs and expenses incurred in such repair and reconstruction.

D. Limits of the Aviation Authority's Obligations Defined.

In the application of the provisions of Sections A through C of this Section 20, the Aviation Authority shall in no event be obligated to repair, replace or reconstruct the Premises in any manner other than as set forth as the obligation of the Aviation Authority in Article 12., above.

E. Damage or Destruction of Improvements.

Should the Licensee's Improvements to the Premises or its furnishings, fixtures, signage, trade fixtures, and equipment, or any part of them, be destroyed or damaged, whether or not said damage or destruction is covered by insurance, Licensee shall, at its sole cost and expense, and in compliance with Article 7, above, reconstruct all Improvements to the Premises and replace all furnishings, fixtures, signage, trade fixtures and equipment with all such replacements being of equal quality to those originally installed by Licensee in the Premises, except in the event that the Premises are so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days and the Aviation Authority has elected to terminate this Agreement as provided in Article 20.C., above. If Licensee fails to repair or replace such improvements in accordance with a schedule approved by the Aviation Authority, the Aviation Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from Licensee the cost and expense thereof.

21. DEFAULT

A. Events of Default

Any one of the following events shall constitute an Event of Default by Licensee hereunder: (1) The failure of Licensee to make any payment required to be made by Licensee hereunder when due as herein provided, which failure is not remedied within ten (10) days after receipt by Licensee of the Aviation Authority's written notice; (2) The failure of Licensee to provide any financial report, independent auditors' report, schedule or statement required to be submitted to the Aviation Authority when due as herein provided, which failure is not remedied within five (5) days after the Aviation Authority's written demand; (3) The failure of Licensee to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Licensee, and continued failure to observe or perform any such covenant or agreement for a period of twenty (20) days after receipt by Licensee of the Aviation Authority's written notice of such failure (provided, if the failure is not reasonably curable within such period, so long as Licensee commences to cure within twenty (20) days, and diligently prosecutes such cure to completion, then there will be no default hereunder); (4) The repeated failure (defined for this purpose as at least three (3) failures within any consecutive six-month period) to make any payment required to be made by Licensee hereunder when due as herein provided (provided that notice of such failures shall have been given to Licensee, but whether or not Licensee shall have remedied any such failures within the time provided for in such notice); (5) The repeated failure (defined for this purpose as at least three (3) failures within any consecutive six-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Licensee (provided that notice of such failures shall have been given to Licensee, but whether or not Licensee shall have remedied any such failures within the time provided for in such notice); (6) Abandonment of the Premises at any time prior to the expiration of this Agreement without the prior written consent of the Aviation Authority, except as permitted under the provisions of this Agreement; (7) Commencement by Licensee or by any guarantor or surety of this Agreement, in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including, without

limitation, a proceeding for liquidation, reorganization or for the adjustment of its indebtedness; (8) Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Licensee or any guarantor or surety of this Agreement, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof; (9) Insolvency of Licensee or any guarantor or surety of this Agreement, or if Licensee or any guarantor or surety of this Agreement is generally unable to pay its debts as they become due; (10) The making by Licensee or by any guarantor or surety of this Agreement of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors; (11) The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Licensee or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance; (12) The placement of any lien upon the Premises which is not discharged of record within thirty (30) days, or any levy under any such lien; (13) The occurrence of an event of default under any other agreement, concession or otherwise, between the Aviation Authority and Licensee for other premises located in the Airport. In addition, Licensee agrees that the occurrence of an Event of Default under this Agreement shall constitute an event of default under any other agreement, concession or otherwise, between the Aviation Authority and Licensee for other premises located in the Airport; or (14) If applicable, the failure of Licensee to obtain and maintain its Airport Concession Disadvantaged Business Enterprise status at all times during the term of this Agreement and such failure shall continue for a period of twenty (20) days.

B. Remedies Upon Licensee's Default

Upon the occurrence of an Event of Default, as defined in Section 21.A. above, the Aviation Authority may pursue the following remedy, or such other remedies as may be available to the Aviation Authority at law or in equity:

Terminate this Agreement and retake possession of the Premises by giving notice thereof to Licensee. In such event, the term of this Agreement shall cease as of the date of such notice of termination and any and all rights, title and interest of Licensee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Agreement had expired.

C. Further Provisions Regarding Default.

1. In any event, Licensee shall pay to the Aviation Authority upon demand all of the unpaid Licensee Fees and other charges due to the Aviation Authority hereunder prior to the date that the Aviation Authority terminates the Agreement, and all of the Aviation Authority's costs, charges and expenses, including attorneys' fees, and fees of agents and others retained by the Aviation Authority, incurred in connection with the recovery of sums due under this Agreement, or because of the breach of any covenant or agreement of Licensee contained in this Agreement or for any other relief against Licensee. Licensee hereby waives any notices of default not specifically provided for in this Section 21 above, including, without limitation, the three (3) day notice required by Section 83.20, Florida Statutes.
2. No waiver of any covenant or condition or of the breach of any covenant or condition of

this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance by the Aviation Authority of any sums from Licensee at any time when Licensee is in default under any covenant or condition hereof shall not be construed as a waiver of such default or of the Aviation Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by the Aviation Authority to Licensee be taken as an estoppel against the Aviation Authority, it being expressly understood that the Aviation Authority may, at any time thereafter if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

3. The rights and remedies given to the Aviation Authority by this Agreement shall not be exclusive, and in addition thereto, the Aviation Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by the Aviation Authority shall not impair its standing to exercise any other right or remedy.
4. It is expressly agreed that in the event of default by Licensee hereunder, the Aviation Authority shall have a lien upon all goods, chattels, personal property and equipment of any description belonging to Licensee which are located on, or become a part of the Premises as security for all Licensee fees or other charges which are then due or which become due for the remainder of the term of this Agreement, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, and Licensee shall not remove or permit the removal of any of such property until all defaults under this Agreement have been cured.
5. **LICENSEE AND THE AVIATION AUTHORITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS, AND COVENANTS OF THIS AGREEMENT AND/OR OCCUPANCY OF THE PREMISES.**

22. LIMITATIONS ON COUNTERCLAIMS

If the Aviation Authority commences any proceedings for nonpayment of Guaranteed Fee, Percentage Fee, Additional Fee or any other fees or charges, Licensee shall not interpose any counterclaim of any nature or description in such proceedings unless Licensee would lose or waive the counterclaim by failure to assert it. This shall not, however, be construed as a waiver of Licensee's right to assert such claims in a separate action brought by Licensee. The covenants to pay Guaranteed Fee, Percentage Fee, Additional Fee and other amounts hereunder are independent covenants, and Licensee shall have no right to hold back, offset or fail to pay any such amounts for default by the Aviation Authority or any other reason whatsoever.

23. RULES AND REGULATIONS

Licensee agrees to comply with and observe all reasonable rules and regulations established by the Aviation Authority from time to time, with respect to the Airport, the Premises or any related matter. Licensee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Agreement in the same manner as if the rules and regulations were contained herein as covenants.

24. RIGHT TO MODIFY

In the event that either the FAA, TSA or their successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Licensee hereby consents to any and all such modifications and changes as may be reasonably required and affirmatively agrees to execute and deliver any requisite documents in order to comply with FAA and TSA modifications. Similarly, in the event that the Aviation Authority or its successors require modifications or changes to this Agreement to incorporate modifications to Aviation Authority policy changes, including but not limited to the Policy for Awarding and Operating Concession and Consumer Service Privileges in the Terminal A and B Complex at Orlando International Airport, Orlando, Florida or the Tenant Design Criteria, Licensee hereby consents to any and all such modifications and changes as may be reasonably required and affirmatively agrees to execute and deliver any requisite documents in order to comply with Aviation Authority modifications.

Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

25. DELIVERIES, SECURE AREAS, EMPLOYEES AND SCREENING

All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Licensee under this Agreement shall be made to the loading dock area controlled by the Aviation Authority. No deliveries of any items shall be made by any persons or entities directly to the Premises without the prior written authorization of the Aviation Authority and if given by the Aviation Authority, the Aviation Authority shall have the right to revoke any such authorization at any time and for any reason. The Aviation Authority shall be advised by the Licensee of all shipments for all items received at the loading dock area and Licensee shall be responsible, at its sole cost and expense, for promptly transporting all of such items from the loading dock area to the Premises by contracting with an Aviation Authority approved vendor. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of the Aviation Authority as they relate to the transporting of equipment, supplies, materials, inventory, merchandise or products at the Airport and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by the Aviation Authority. To the extent the loading dock area controlled by the Aviation Authority is located within the airfield of the Airport, it will be subject to all post-security regulations with respect to access to secure/sterile areas in airports in the United States. If applicable, all delivery vehicles will have to be escorted to the loading dock by the badged escort delivery service personnel and vehicles. The Aviation Authority shall have the right to establish rules and regulations with respect to such deliveries including, but not limited to: (i) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock area; (ii) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (iii) delivery escort guidelines, rules, instructions and training if so required which must be complied with by Licensee and all transportation companies and vendors delivering any such items to the loading dock area; and (iv) security screening of equipment, supplies, materials, inventory, merchandise or products. The Aviation Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations and guidelines that may be established by the Aviation Authority from time to time.

Licensee shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from the Aviation Authority. Licensee hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as the Aviation Authority, in its discretion, may require from time to time. Notwithstanding the foregoing, Licensee shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as the Aviation Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Licensee's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Airport (including Licensee's employees and employees of any of Licensee's contractors, subcontractors, franchisees and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. Licensee shall be solely responsible for the payment of all fees and any other charges incurred relating in any manner to the issuance, loss, misplacement or unaccountability of any such badges, which shall include the costs for any required or mandated employee background and/or fingerprint checks as well as the cost of screening any such products, goods, merchandise, supplies and equipment.

Licensee hereby covenants and agrees with the Aviation Authority that Licensee shall indemnify, defend and hold harmless the Aviation Authority, the City of Orlando and the members (including without limitation, all members of the governing board of the Aviation Authority, the Orlando City Council and the advisory committees of each), directors, officers, agents and employees of each from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suites, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with, directly or indirectly, the failure by Licensee to strictly comply with the requirements of local, state or federal law, including, but not limited to, the FAA's, the TSA's, or the Aviation Authority's rules and regulations concerning the subject matter set forth in this Section 26. The provisions of this Section 26 shall survive the expiration or earlier termination of this Agreement. If Licensee fails to comply with any of the foregoing provisions of this Section 26, then Licensee shall pay, as liquidated damages, One Hundred Dollars (\$100.00) per day until such time as Licensee is in compliance with all of the provisions of this Section 26.

26. LICENSEE'S REPRESENTATIONS

Licensee hereby represents and warrants to the Aviation Authority that: (a) there are no proceedings pending nor to Licensee's knowledge threatened before any court or administrative agency which would materially adversely affect the financial condition of Licensee or the ability of Licensee to enter into this Agreement or enforceability of this Agreement; (b) there is no provision of any existing agreement binding on Licensee which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Agreement by Licensee; and (c) Licensee is not, and shall not become, a person or entity with whom the Aviation Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Licensee acknowledges that the Aviation Authority is executing this Agreement in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing

the Aviation Authority to enter into and execute this Agreement.

27. RELOCATION OF PREMISES OR TERMINATION

(A) Relocation of Premises

At any time during the Term, due to the nature of the Airport and airline industries in general, it may be necessary to relocate the Premises, or obtain possession of the Premises if the Aviation Authority determines such action to be necessary for airline operational and/or airport operational considerations (e.g., the operation of non-concession services in the Airport, the operation of non-concession services for any airline or Airport operations in the Airport or due to public health, safety or security issues relating to the operation of the Airport). For purposes hereof, relocation is defined as the Aviation Authority's decision to terminate possession of an existing Premises and, to the extent reasonably possible, provide a reasonably comparable (in terms of size, location, relation to airline gates and exposure to the Airport's users' pedestrian traffic flow patterns within the Airport) space for the substitute location. The Aviation Authority hereby reserves the right at any time to take any such action. If the Aviation Authority elects to exercise any such rights as the Aviation Authority deems necessary or desirable, it shall use diligent efforts to advise Licensee by 30 days prior written notice and Licensee hereby agrees to be bound by such election and to execute, upon receipt from the Aviation Authority, whatever amendments or other instruments as may be reasonably necessary to correctly reflect the foregoing. If the Premises are relocated and Licensee can reasonably demonstrate to the Aviation Authority that such relocation is shown to have a detrimental effect on Licensee's Gross Receipts, the parties agree to negotiate in good faith on a commercially reasonable basis with respect to an equitable adjustment to Guaranteed Fee. Any such relocation shall be accomplished, with Licensee's complete cooperation, as expeditiously as is reasonable under the circumstances but in no event later than the date specified by the Aviation Authority to ensure the proper and efficient operation of the Airport. The Aviation Authority shall not have any liability for such relocation or the closing of the Premises other than as specifically set forth in this Section 27 and Licensee hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation benefits under any Federal, state or local law, ordinance or regulation or otherwise. If Licensee is unable to operate its business in the Premises as a result of the exercise of any of the Aviation Authority's rights, Licensee's payment of Guaranteed Fee, Percentage Fee, Delivery Fee, and Storage Fee (if any) shall be abated during the period which Licensee is unable to operate. Notwithstanding the foregoing, if the Aviation Authority desires to relocate Licensee to a substitute Premises as provided in this Section 27, Licensee shall have the right, in its sole discretion, to terminate this Agreement within 30 days after receipt of the Aviation Authority's relocation notice, and such termination shall be effective at the expiration of the 30 day period referenced above or such later date as may be reasonably determined by the Aviation Authority, provided, however, the Aviation Authority can negate Licensee's election to terminate within 20 days after receipt of Licensee's termination notice by revoking the Aviation Authority's election to relocate Licensee's Premises and thereafter this Agreement shall continue to remain in full force and effect in accordance with its terms. If Licensee elects to terminate this Agreement as provided in this Section 28 due to the proposed relocation of the Premises, this Agreement shall terminate on the effective date thereof as reasonably specified by the Aviation Authority and Licensee shall remain liable for the payment of all Licensee Fees and the performance of all other accrued obligations of Licensee under this Agreement up to and including the effective date of such termination.

(B) Termination

If the Aviation Authority in its sole but reasonable judgment believes it desirable for the Aviation Authority to obtain possession of the Premises for airline operational and/or airport operational considerations (e.g., the operation of non-concession services in the Terminal A and B, the operation

of non-concession services for any airline or Airport operations in the Terminal A and B or due to public health, safety or security issues relating to the operation of the Terminal A and B), the Aviation Authority, upon 30 days prior notice in writing to Licensee, may terminate this Agreement.

28. LICENSEE'S SIGNS

In entering into this Agreement, Licensee acknowledges the Aviation Authority's desire to maintain a high level of aesthetic quality in the Landside and Airside Buildings and in all concession facilities throughout the Airport. The design, construction, location, use and maintenance of Licensee's signs are subject to the Aviation Authority's prior written approval and the Aviation Authority's Tenant Design Criteria Retail, Food and Beverage. Licensee shall affix a sign to the exterior surface of the Premises located inside the Airport, subject to the advance approval of the Aviation Authority. Licensee shall use a specific template and specified materials required by the Aviation Authority and shall pay all costs of fabricating, constructing, operating and maintaining such storefront sign. Licensee shall maintain said sign in good condition and repair. Except as hereinabove mentioned, Licensee shall not place or cause to be placed, erected or maintained on any location outside the Premises any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of the Aviation Authority with respect to design and placement, Licensee may place decals relating to charge cards accepted and alarm system used for safety purposes. No symbol, design, name, mark or insignia adopted by the Aviation Authority for the Terminal A and B and/or the Airport shall be used without the prior written consent of the Aviation Authority. If Licensee, or the Aviation Authority's reasonable and sole discretion, shall be in default of this Section 29 which is not cured immediately after written notice, Licensee shall pay as liquidated damages the sum of \$100.00 for each day of default in order to reimburse the Aviation Authority for the additional administrative expenses resulting therefrom. Notwithstanding the foregoing, if the Aviation Authority reasonably determines that any such materials are not appropriate for the Terminal A and B, Licensee shall remove the same immediately upon verbal notice from the Aviation Authority and the Aviation Authority may remove the same if Licensee shall fail to do the same within 1 hour thereafter.

29. COVENANTS AGAINST DISCRIMINATION

(A) Licensee on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby 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 the Premises or the Airport; (2) that in the construction of any improvements at the Airport and the furnishing of services in connection therewith, 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 Licensee shall operate at the Airport 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 Part 27, Nondiscrimination on the Basis of Disability in Programs and Activities receiving or Benefiting from Federal Financial Assistance 1991, and as said Regulations may be amended (the "**Regulations**"); and (4) During the performance of this Agreement, the parties hereto hereby incorporate by reference the provisions set forth in 14 C.F.R. Section 60-1.4, Section 60-250.5 and Section 60-741.5, which provisions shall apply to all nonexempt contractors and vendors. Likewise, Licensee shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, disability or marital status. Should Licensee authorize another person or entity, with the Aviation Authority's prior written consent, to provide services or benefits in or in connection with its rights or obligations

under this Agreement, Licensee shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Licensee shall furnish the original or a true copy of such agreement to the Aviation Authority.

(B) Licensee will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Aviation Authority or the FAA to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Licensee is in the exclusive possession of another who fails or refuses to furnish this information, Licensee shall so certify to the Aviation Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(C) In the event of a breach of any of the above nondiscrimination covenants, the Aviation Authority shall have the right to impose such contract sanctions as it or the FAA may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to re-enter and repossess the Premises and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to the Aviation Authority by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 and Part 27 are followed and completed, including exercise or expiration of appeal rights.

(D) Licensee assures the Aviation Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Licensee also assures the Aviation Authority that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Aviation Authority.

(E) Licensee further assures the Aviation Authority that it 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 disability be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Licensee also assures the Aviation Authority that it will require its contractors and sublessees to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Licensee's operations at the Premises.

(F) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Licensee 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 license agreement covered by 49 CFR Part 23, subpart F. Licensee agrees to include the above statements in any subsequent license agreements that it enters and cause those businesses to similarly include the statements in further agreements.

(G) The Aviation Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Licensee agrees that it will adopt such requirements as part of this Agreement.

30. NOTIFICATIONS

As required by Florida law, Licensee hereby includes the following notifications as part of this Agreement.

“Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

Public Entity Crimes Act. Section 287.133(2)(a), Florida Statutes, provides that:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

31. AGREEMENTS WITH THE UNITED STATES, STATE OF FLORIDA, COUNTY OF ORANGE AND CITY OF ORLANDO

This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Aviation Authority and the City of Orlando, and those between the Aviation Authority or the City of Orlando and the United States of America, the State of Florida, or the County of Orange, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States or any agency thereof to occupy or use the Airport, or any part thereof, during time of war or national emergency.

32. FOREIGN TRADE ZONE REQUIREMENTS

If the Premises is located within a building that is actively used for Foreign Trade Zone business, Licensee further covenants and agrees that it will be bound by the provisions of the applicable tariff governing the operation of Foreign Trade Zone #42, including all changes and addenda thereto or reissues thereof, which such tariff is be reference made a part hereof.

33. VISUAL ARTS

Licensee shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without a written waiver, in form acceptable to the Aviation Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Aviation Authority's prior written approval.

34. MISCELLANEOUS

(A) Time is of the essence with respect to the performance by Licensee of each of the conditions, covenants and agreements herein contained.

(B) The Aviation Authority does not, by reason of receipt of Percentage Fee or otherwise, in any way or for any purpose, become a partner or joint venture with Licensee in the conduct of its business.

(C) If the Aviation Authority is compelled to incur any expense, or elects to incur any expense, including reasonable attorneys' fees, in enforcing or attempting to enforce the terms of this Agreement, whether or not judicial or other action is actually instituted, or in instituting, prosecuting or defending any action or proceedings, including non-judicial proceedings instituted by reason of any default of Licensee under this Agreement, the sum or sums so paid by the Aviation Authority with all interest, cost and damages shall be immediately due and payable by Licensee to the Aviation Authority, on demand, as Additional Fee.

(D) It is the sole responsibility of Licensee to obtain all necessary federal, state and local licenses and permits including those required by the Aviation Authority and to pay all sales tax. Licensee shall be solely responsible for the payment of all sales, use, ad valorem (both real property and personal property) or any other taxes levied upon the Premises, the Licensee's use thereof, and also all sales, use or any other taxes levied on the fees and other charges payable and/or improvements made by Licensee to the Aviation Authority hereunder, whether or not the same shall have been billed or collected by the Aviation Authority, together with any and all interest and penalties levied thereon, and Licensee hereby agrees to indemnify the Aviation Authority and hold it harmless from and against any claims by any taxing Aviation Authority that the amounts, if any, collected from Licensee and remitted to the taxing Aviation Authority the Aviation Authority, or the amounts, if any, paid directly by Licensee to such taxing Aviation Authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by the Aviation Authority as a result thereof (unless such interest and penalties result from the gross negligence of the Aviation Authority including intentional delay in payment of such amounts by the Aviation Authority). The Aviation Authority shall have the right, but not the obligation, to challenge any amounts assessed and payable by Licensee. The provisions of this Section shall survive the expiration or prior termination of this Agreement.

(E) This Agreement has been authorized to be executed on behalf of the Aviation Authority only in the typed form of this Agreement, except for the completion of blank spaces. If this Agreement is executed with any changes other than those permitted by the preceding sentence, such non-permitted changes shall not be binding upon the Aviation Authority, but otherwise this Agreement shall remain in effect.

(F) Licensee agrees that within the Premises Licensee shall be fully and solely responsible for compliance with the Americans with Disabilities Act (42 U.S.C. Sec. 12101 et. seq.), and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto. Further, Licensee agrees to operate the Premises so that the Premises shall at all times accommodate customers with luggage.

(G) All obligations of the parties hereunder are performable in Orange County, Florida. This Agreement shall be governed by and construed under and in accordance with laws of the State of Florida except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this

Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

(H) All obligations of Licensee hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Licensee hereunder shall be deemed to extend to Licensee's agents, employees, officers, directors, partners, guarantors, contractors, licensees and subcontractors and Licensee shall cause any such persons or entities to comply therewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Licensee with respect to its activities and operations in the Premises and the Airport.

(I) Notwithstanding anything in this Agreement to the contrary, in the event the entire Airport (both airside and roadside access) is totally closed for business to the public for more than 2 complete and consecutive days, Licensee's obligation to pay the Guaranteed Fee, Percentage Fee, Delivery Fee, and, Storage Fee (if any) to the Aviation Authority shall be abated during such period that the entire Airport is so totally closed for business to the public, such abatement of fee to be effective retroactive back to the first date of any such total closure of the entire Airport. Upon the reopening of the Airport, or any portion thereof, Licensee's payment of the Guaranteed Fee, Percentage Fee, Delivery Fee, and Storage Fee (if any) to the Aviation Authority shall immediately recommence on the date of such reopening. Further, Licensee shall not be deemed to be in breach of its obligation to continually operate its business in the Premises in the event that the entire Airport (both airside and roadside access) is totally closed for business to the public as provided above.

(J) The Aviation Authority shall make available for a fee one (1) parking space for Licensee's resident in-store manager. Employee parking will be provided by the Aviation Authority at a parking lot that is not adjacent to the Airport, but the Aviation Authority currently provides (and is anticipated that the Aviation Authority will continue to provide) shuttle bus service between such parking lot and the Airport. Use of the resident in-store manager's space and the employee parking lot shall be subject to the Aviation Authority's rules and regulations, including payment of fees for the manager and employee parking set by the Aviation Authority and subject to change from time to time at the Aviation Authority's discretion. Such fees shall be invoiced on a monthly basis and shall be payable by Licensee to the Aviation Authority within fifteen (15) days after receipt of the invoice therefor. Failure of Licensee to timely pay any such fees for the manager and employee parking lot as required by Aviation Authority may result in the revocation of such parking privileges by the Aviation Authority.

(K) This Agreement, together with the Exhibits attached hereto, and any prior agreements, representations or statements made with respect to the subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein.

(L) Licensee is not authorized to act as the Aviation Authority's agent hereunder and shall have no Aviation Authority, express or implied, to act or bind the Aviation Authority hereunder and nothing contained in this Agreement shall be deemed or constructed by the Aviation Authority or Licensee or by any third party to create the relationship of partnership or of joint venture.

(M) The Aviation Authority, through its designated agents, shall have the right during Licensee's normal business hours upon reasonable prior notice (and at any time during an emergency without

notice) to inspect the Premises and the property of Licensee located thereon, in order to enforce the terms of this Agreement, to enforce applicable laws and regulations, and to protect persons and property. In exercising such right of entry, the Aviation Authority shall use reasonable efforts not to disrupt Licensee's business in the Premises.

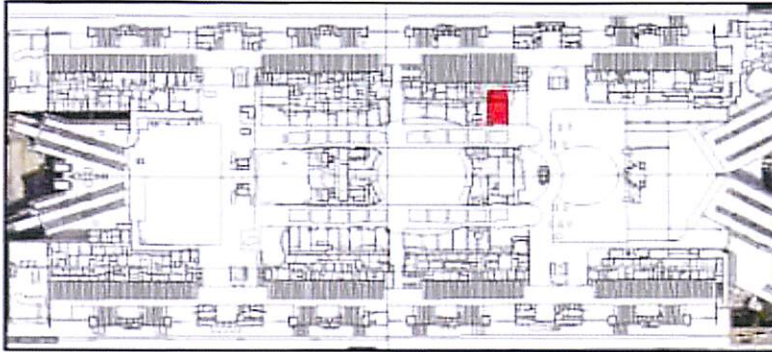
(N) Except for areas otherwise specifically designated by the Aviation Authority, the Airport is a non-smoking facility and Licensee and its employees expressly agree to abide by the Aviation Authority's no smoking policy.

(O) Any clocks exposed to public view shall be compatible with and be connected to the Aviation Authority's master clock system at Licensee's expense, but no such clocks shall be permitted without the prior written consent of the Aviation Authority's Chief Executive Officer.

[SPACE LEFT INTENTIONALLY BLANK]

EXHIBIT "A"

PREMISES



**Greater Orlando
Aviation Authority**

"MCO"
Orlando International
Airport

Temporary Revocable
License Agreement

Terminal A
Landside
Level 3

ROOM ID's:

OIA.0800.NTLS.ZNC.03.2994
OIA.0800.NTLS.ZNC.03.2991
OIA.0800.NTLS.ZNC.03.2969

Not to Scale

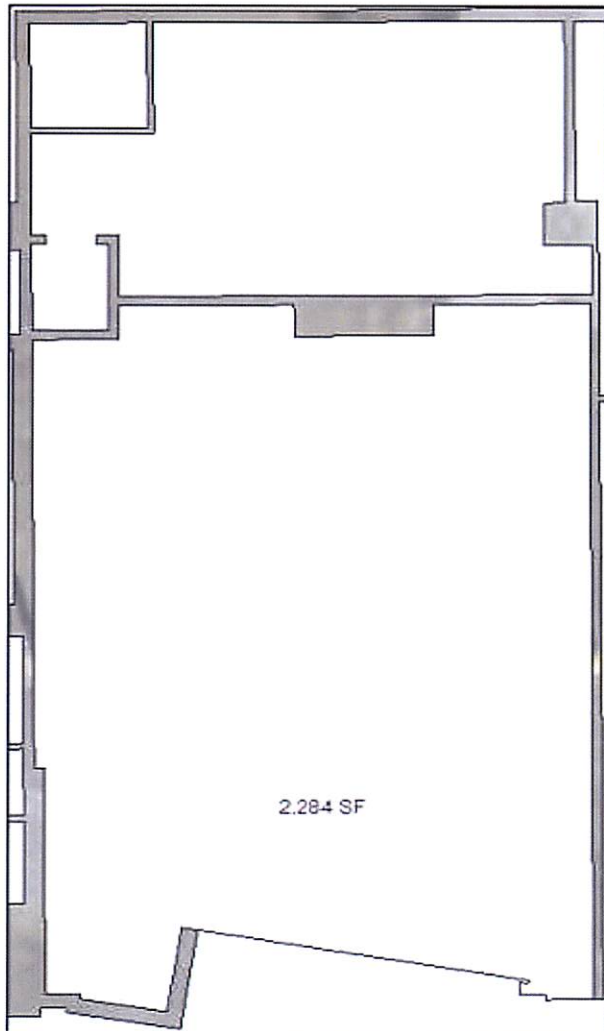


EXHIBIT "B"

LICENSED BUSINESS ACTIVITY

The Premises shall be used and occupied only for the purpose of the retail sale of headwear and embroidery with athletic teams name brands, sports, cartoon characters, themes, logos, blank, and/or emblems, along with pins, pennants, posters, flags, banners, license plates, backpacks, scarves, headwear accessories, licensed and/or Tenant may offer the services of monogramming and/or silk printing, at Tenant's option, and may have an embroidery machine and heat press in the premises. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose.

EXHIBIT "C"

**MONTHLY REVENUE REPORT
TO
GREATER ORLANDO AVIATION AUTHORITY**

The undersigned, being duly authorized, does hereby certify to the Greater Orlando Aviation Authority that the information set forth in this Revenue Report is true and correct in all respects.

Report for (Month, Year): _____

Licensee Name: _____

Address: _____

Total Monthly Gross Receipts: \$ _____ (A)

Less Exclusions From Gross Receipts: \$ _____ (B)

Net Monthly Gross Receipts \$ _____ (A-B)

PERCENTAGE FEE CALCULATION:

Net Monthly Gross Receipts \$ _____ (A)

Percentage Fee: _____ x _____ % (B)

Total Percentage Fee: \$ _____ (AxB)

LESS GUARANTEED FEE DUE THE AVIATION AUTHORITY: <\$ _____ >

TOTAL DUE THE AVIATION AUTHORITY: \$ _____

Signature of Person(s) Submitting Report

Title

Print Name of Person(s) Submitting Report

Date

(_____) _____
Phone Number

E-mail completed form to GOAA-AR-Report@goaa.org and Christine.jackson@goaa.org

EXHIBIT "D"

CERTIFIED STATEMENT

(Due on or before the 60th calendar day following the termination of this Agreement)

SCHEDULE OF GROSS RECEIPTS AND PERCENTAGE FEES PAID FOR THE TERM ENDED

_____, 20____

To: Orlando International Airport
 One Jeff Fuqua Boulevard
 Orlando, FL 32827
 ATTN: Concessions – Retail

From: [Licensee Name] _____
 [Address] _____
 [City, State, Zip] _____

MONTH	GROSS RECEIPTS	PERCENTAGE FEE DUE	MINIMUM GUARANTEED FEES	BALANCE DUE
TOTAL				

The undersigned hereby certifies to the Greater Orlando Aviation Authority that the above statement is true and correct.

 Signature

Title: _____

Date: _____, 20____

The Greater Orlando Aviation Authority reserves the right to modify this form at any time.

*** Any discrepancy between monthly sales reports submitted and this Certified Statement must be accompanied by a written explanation and associated supporting documents.**

EXHIBIT "E"

TAX ELECTION FORM

ELECTION BY LESSEE, SERVICE CONTRACTOR, MANAGEMENT CONTRACTOR OR OTHER
CONTRACTING PARTY (THE "CONTRACTING PARTY")
DESCRIBED IN I.R.C. §142 (b) (1) (B) NOT TO CLAIM DEPRECIATION OR AN INVESTMENT
CREDIT WITH RESPECT TO SUCH PROPERTY

1. Description of Property:

New and expanded Airline Terminal Facilities at Orlando International Airport, excluding only the equipment, trade fixtures and leasehold improvements which Contracting Party represents and warrants will be paid for with its own funds and not reimbursed by the Aviation Authority, such equipment, trade fixtures and leasehold improvements to be described on Schedule "A", executed by Contracting Party and the Aviation Authority and attached to this election promptly following completion of the Contracting Party's work.

2. Name, Address and Taxpayer Identification Number of the Contracting Party:

Taxpayer Identification Number: _____

3. Name, Address and Taxpayer Identification Number of the Issuing Aviation Authority

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32837-4399

Taxpayer Identification Number: 59-1696799

The Property was constructed with tax exempt bonds, therefore, the Contracting Party understands that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Property remain outstanding. Furthermore, the Contract, and any publicly recorded document recorded in lieu of such Contract, states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Property.

In addition, Contracting Party agrees that it shall not use any portion of the Premises for office space or alternatively (and subject to the terms of its Contract with the Greater Orlando Aviation Authority), shall limit its use of any portion of such Property for such office space so that no more than a de minimis amount (not more than five percent (5%)), if any, of the functions to be performed in such office space will not be directly related to the day-to-day operations either at the Property or more generally at Orlando International Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sublessees or other successors in interest.

The Issuing Aviation Authority is being provided with a copy of this Election concurrent with its execution. In addition, the Issuing Aviation Authority and the Contracting Party will retain copies of this Election in their respective records for the entire term of the Contract.

By: _____

Printed Name _____

Title _____

Erin Keller

From: Anna Farmer
Sent: Monday, February 20, 2023 8:07 AM
To: Directors and Aides
Cc: Elise Smith; James Knusalla
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Monday, February 20 through Wednesday, February 22. During his absence Mr. Tom Draper, Chief of Operations, will be his designee. Mr. Draper can be reached at tdraper@goaa.org or 407-825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer
Manager, Board Services
Exe. Asst. to the CEO
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net