

**AMENDMENT NO. 5 TO
LUGGAGE CART CONCESSION AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 5 TO LUGGAGE CART CONCESSION AGREEMENT ("Amendment No. 5") is made and entered into as of the 3 day May, 2022, by and between **THE GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority") and **SMARTE CARTE, INC.**, a Minnesota corporation ("Company").

WHEREAS, Company and the Aviation Authority previously entered into that certain Luggage Cart Concession Agreement, with an Effective Date of April 17, 2012, as subsequently amended by Amendment No. 1 with an effective date of October 12, 2017, Amendment No. 2 with an effective date of May 24, 2019, Amendment No. 3 with an effective date of October 26, 2020, and Amendment No. 4 with an effective date of April 26, 2021 (collectively, the "**Agreement**"); and

WHEREAS, pursuant to the Agreement, the Aviation Authority granted Company the right, obligation and privilege to operate a luggage cart concession at designated space in the North Terminal Complex of the Orlando International Airport (the "**Airport**"); and

WHEREAS, the Term of the Agreement was scheduled to expire March 31, 2022; and

WHEREAS, the Aviation Authority and the Company now mutually desire to execute and deliver this Amendment No. 5 to extend the Term of the Agreement on a month-to-month basis commencing April 1, 2022, which shall not extend beyond December 31, 2022; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. Definitions. Capitalized terms used, but not defined, in this Amendment No. 5 including, without limitation, the recitals hereto, shall have the meanings assigned to such terms in the Agreement.

2. Term. The Term of the Agreement is hereby extended on a month-to-month basis commencing April 1, 2022. Provided, however, the Term of the Agreement shall not extend beyond December 31 2022, unless earlier terminated in accordance with the provisions of this Section 2 and the Agreement. Notwithstanding the foregoing, the Aviation Authority may, in its sole and absolute discretion, terminate the Agreement, with or without cause and without incurring any liability therefor, upon thirty (30) days prior written notice to the Company.

3. Entire Agreement. This Amendment No. 5 sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment No. 5, the later provision shall govern and control.

4. Applicability of Remaining Provisions; Ratification. Except as expressly modified as stated above, all provisions of the Agreement shall remain unaffected and in full force and effect, and the Agreement as previously amended and as amended by this Amendment No. 5 is in all respects hereby ratified and confirmed.

5. Counterparts. This Amendment No. 5 may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed the day and year first above written.

ATTEST:

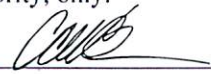
By: 
Anna Farmer
Manager, Board Services

GREATER ORLANDO
AVIATION AUTHORITY

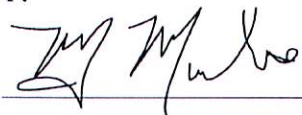
By: 
Kevin J. Thibault, P.E., F.A.S.C.E.
Chief Executive Officer

Date: 5/3/22

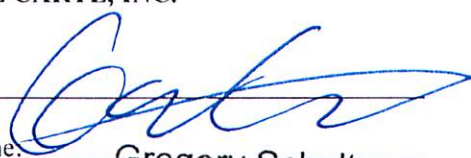
APPROVED AS TO FORM AND LEGALITY
On the 27 day of April, 2022
For the use and reliance of the Greater Orlando Aviation
Authority, only.

By: 
Camille M. Evans, Esq.
Virtus LLP

ATTEST:

By: 
Print Name: Michael Multer
Title: Vice President

SMARTE CARTE, INC.

By: 
Print Name: Gregory Schultz
Title: Chief Legal Officer

OR

TWO WITNESSES

(1) By: _____

Print Name: _____

(2) By: _____

Print Name: _____