



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Phone: (407) 825-3144
Fax: (407) 825-2530

October _10, 2022

John W. Castle
Mears Destination Services, Inc.
324 W. Gore Street
Orlando, Florida 32806

Re: First Amendment to Space/Use Agreement effective February 1, 2022 by and between the Greater Orlando Aviation Authority and Mears Destination Services, Inc. ("Amendment")

Effective October 1, 2022

Dear Mr. Castle,

Reference is made to the Space/Use Agreement (the "Agreement") effective February 1, 2022 by and between the Greater Orlando Aviation Authority ("Aviation Authority") and Mears Destination Services, Inc. ("Company"). Capitalized terms contained in this letter and not otherwise defined herein shall have the definitions contained in the Agreement.


Pursuant to Paragraph 10 of the Agreement, amendments to this Agreement may be made by a revision of Attachment A and executing a numbered and dated letter of amendment. Enclosed please find revised Attachment A, adding counter and queuing space in Terminal C and reducing counter and queuing space in terminal B, together with a revised Exhibit B and Exhibit 1-A and 1-B depicting the locations of the counters and queuing space. Revised Attachment A and Exhibit B replace the previous Attachment A and Exhibit B. Because the overall space is being reduced, the amount of the security deposit is being reduced. All other provisions of the Agreement not changed by this Amendment shall remain in effect and shall be binding upon the parties. The Agreement is hereby amended as follows:

Attachment A, Exhibit B, and Exhibits 1-A and 1-B are attached to this letter.

[Signature page follow.]

Please indicate your agreement to the foregoing on behalf of the Company by signing this Amendment in the space provided below and return the signed letter to: Ratib Hussein, Manager, Ground Transportation, 5855 Cargo Road, Orlando, FL 32827. The parties acknowledge that the Agreement is hereby amended to reflect the leased space shown on the revised Exhibit B to Attachment A hereof.

Attest:



Anna Farmer
Assistant Secretary
Oct 24 2022 5:24 PM

DocuSign

By: _____

Anna Farmer
Assistant Secretary

Greater Orlando Aviation Authority


Kevin Thibault
Chief Executive Officer
Oct 24 2022 5:02 PM

DocuSign

Kevin Thibault
Chief Executive Officer
Date: _____

Approved as to Form and Legality

On the 19th day of October, 2022
For the use and reliance of the
Greater Orlando Aviation Authority, only.

Marchena and Graham, P.A.

By: Marchena & Graham, P.A.
Marchena and Graham, P.A

Accepted By:


Attest:

By: 

Printed Name: Rebecca K Harold

Title: COO

Mears Destination Services, Inc.

By: 

Printed Name: John W. Castle.

Title: Chief Executive Officer

Date: 10/17/22

**ATTACHMENT A (Amendment 1)
SPACE/USE AGREEMENT
MEARS DESTINATION SERVICES, INC.**

A-1. SPACE TO BE OCCUPIED.

Refer to Exhibit "A" attached hereto.

A-2. SPACE RENTAL CHARGE

Refer to Exhibit "B" attached.

A-3. TERM

The period of occupancy permitted under this Agreement will be February 1, 2022 (the "Effective Date") through January 31, 2023.

A-4. INSURANCE REQUIREMENTS

Specify deductible or state in accordance with Authority's policy and procedures:

In accordance with Authority policy and procedure

The minimum coverage required is:

Automobile liability	\$1,000,000.00
Commercial General Liability	\$1,000,000.00
Workers Compensation	As required by the laws of Florida.
Employer's Liability	Not less than \$100,000 "each accident", \$500,000 "disease policy limit" and \$100,000 "disease policy – each employee." _____

Evidence of current coverage is to be kept on file with the Authority or its designated agents.

A-5. SECURITY DEPOSIT

Refer to Exhibit B attached.

A-6. AMOUNT OF TURN-IN FEE

_____ <0> _____

A-7 UTILITY & SERVICE CHARGES.

	Business	GOAA	Comments
Electricity		X	Service provided by Authority and included in the terminal rental rate
Telephone	X		
Water		X	Service provided by Authority and included in the terminal rental rate
Sewer		X	Service provided by Authority and included in the terminal rental rate
Janitorial		X	Service provided by Authority and included in the terminal rental rate
Trash Removal		X	Service provided by Authority and included in the terminal rental rate
Pest Control		X	Service provided by Authority and included in the terminal rental rate

The Utility and Service Charges provided by GOAA shall mean those areas in the Terminal. Space at the Airport, but not in the Terminal, that is leased hereunder is not to be included in services by the Authority.

A-8. SPECIAL CONDITIONS.

1. Company shall be responsible for the costs of providing data and electrical lines to the Assigned Space as well as the construction of any improvements and fixtures.

2. In cleaning counters, Company shall only use products certified by Green Seal to clean the office space. Specifically, Company shall only use the products with the following Green Seal standards, as applicable: GS-37; GS-40; GS-52; and GS-53. Company is permitted to use non-Green Seal products only where disinfection is needed in areas or surfaces where pathogens can collect. Company shall only use vacuum cleaners that are certified by the Carpet and Rug Institute's Seal of Approval Program or Green Label Vacuum Program, and meet the following specifications: a) sound level less than 70 decibels; b) designed with ergonomic features; and c) feature safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces.

EXHIBIT B (Amendment 1)

SPACE RENTAL CHARGE

<u>Location</u>	<u>Class</u>	<u>Sales Tax</u>	<u>S.F.</u>	<u>Rate P.S.F.</u>	<u>Annual Rate</u> (Applicable sales tax not included)	<u>Monthly Rate</u> (Applicable sales tax not included)
Terminal A Level 1, Counter & Queue Space	Terminal Premises – Enclosed Space	6.0%	168	\$193.21	\$32,459.28	\$2,704.94
Terminal B, Level 1, Counter & Queue Space	Terminal Premises – Enclosed Space	6.0%	7,203	\$193.21	\$1,391,691.63	\$115,974.30
Terminal C, Level 1, Counter & Queue Space	Terminal Premises – Enclosed Space	6.0%	247	\$193.21	\$47,722.87	\$3,976.91
Terminal B, Level 1, Office Space	Terminal Premises – Enclosed Space	6.0%	143	\$193.21	\$27,629.03	\$2,302.42
Terminal B, Level 1, Office Space	Terminal Premises – Enclosed Space	6.0%	247	\$193.21	\$47,722.87	\$3,976.91
Terminal B, Level 1, Office Space	Terminal Premises – Enclosed Space	6.0%	134	\$193.21	\$28,890.14	\$2,157.51

A-2 SPACE RENTAL CHARGE

YEARLY: \$1,576,115.82

MONTHLY: \$131,092.99

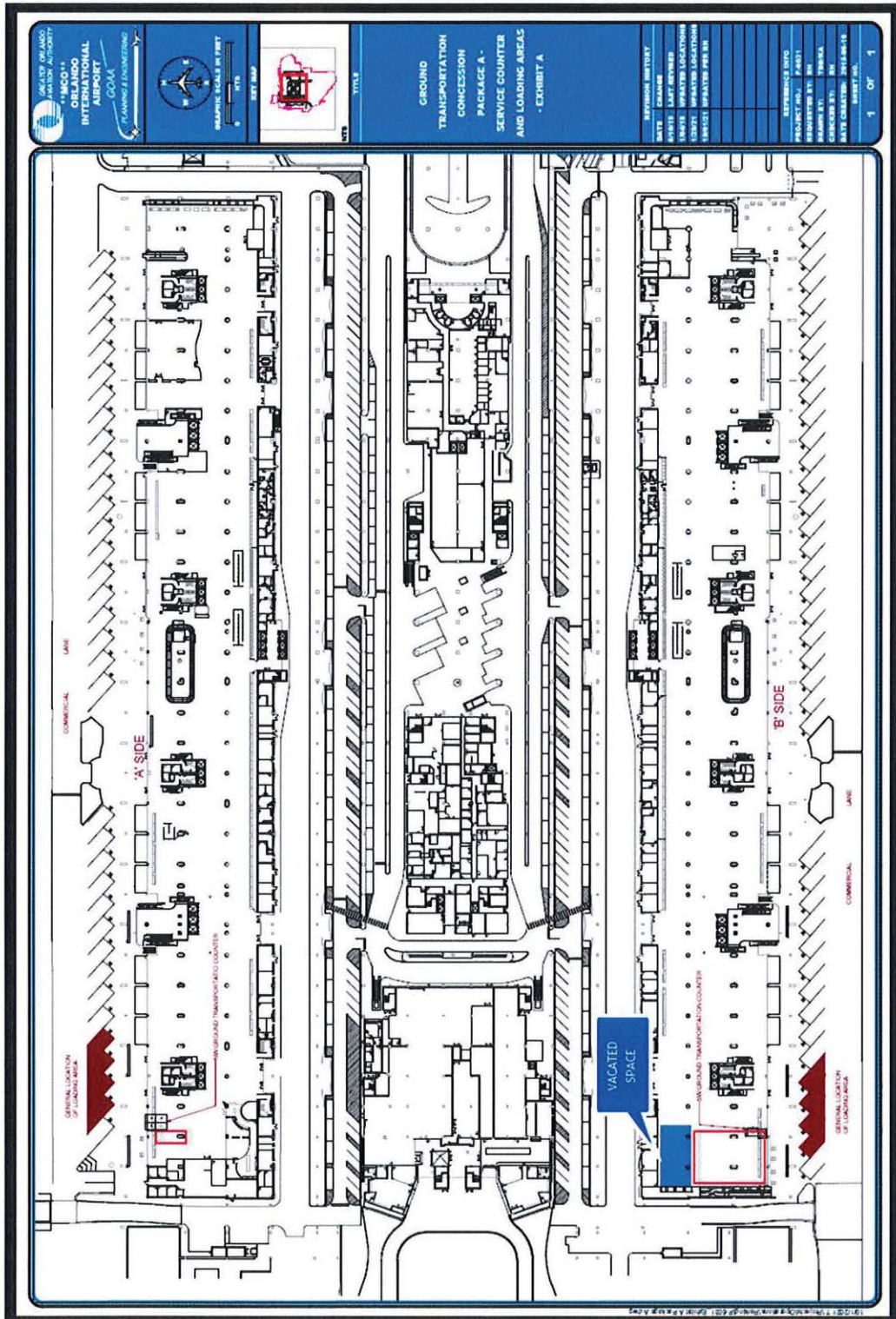
Plus applicable sales tax

A-5 SECURITY DEPOSIT

\$416,875.71

Exhibits 1-A

TERMINAL B, LEVEL 1, COUNTER & QUEUE SPACE



Exhibits 1-B

TERMINAL C, LEVEL 1, COUNTER & QUEUE SPACE

