

1/15/2014
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AMENDMENT NO. 1
TO DUTY FREE/DUTY PAID CONCESSION AGREEMENT

THIS AMENDMENT NO. 1 TO THE DUTY FREE/DUTY PAID CONCESSION AGREEMENT (this "Amendment No. 1") made and entered into as of this 27 day of February, 2014, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (the "Authority") and **THE NUANCE GROUP (ORLANDO), LLC**, a Florida limited liability company (the "Company").

WITNESSETH:

WHEREAS, by that certain Duty Free/Duty Paid Concession Agreement dated June 6, 2012, Company was authorized to use certain space at the Orlando International Airport for the provision of a duty free/duty paid concession, subject to the terms and conditions contained therein (the "Agreement"); and

WHEREAS, pursuant to Article 2.A. of the Agreement, Company was granted approximately Two Thousand Six Hundred Eighteen (2,618) square feet of space located in Airside 1 and approximately Five Thousand Thirty-Two (5,032) square feet of space located in Airside 4 Hub, for a total of approximately Seven Thousand Six Hundred Fifty (7,650) square feet of space for the sale of duty free and duty paid merchandise items (the "Premises"); and

WHEREAS, the Parties desire for Company to expand the Premises by approximately One Thousand Two Hundred Sixty (1,260) square feet of space located adjacent to the portion of the Premises located in Airside 1 (the "Additional Retail Space"); and

WHEREAS, pursuant to Article 5.A. of the Agreement, Company pays to the Authority a Concession Fee in an amount equal to the greater of (1) the Minimum Annual Concession Fee consisting of the sum of an Annual Rental Fee and a Minimum Annual Privilege Fee, or (2) the total of the tiered percentages of Gross Receipts as specified therein; and

WHEREAS, the Parties desire that the Minimum Annual Concession Fee be increased due to the increase in the square footage of the Premises; and

WHEREAS, the Parties desire to enter into this Agreement to add the Additional Retail Space to the Premises and increase the Minimum Annual Concession Fee.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Exhibit "A"**. Exhibit "A" previously attached to the Agreement and depicting the Premises is hereby deleted in its entirety and replaced with Exhibit "A-1" attached hereto and incorporated herein by this reference.
2. **Delivery of Additional Retail Space**. The Authority shall deliver the Additional Retail Space to Company on May 1, 2014 (the "Additional Space Delivery Date") and Company

shall commence payment of a Concession Fee for the Additional Retail Space (the "Additional Space Concession Fee Commencement Date") as set forth herein below on the earlier of: 1.) the date Company finishes construction and commences operations in the Additional Retail Space; or 2.) 180 days after the Additional Space Delivery Date.

3. **Article 2.A.1. – Rights and Premises.** Article 2.A.1. is hereby amended as follows:

Rights and Premises. The Authority hereby grants to Company the non-exclusive right and privilege, and Company hereby assumes the obligation, to rent, occupy, equip, furnish, and maintain the facilities for the operation of a Concession for the display and sale of Duty Free and Duty Paid merchandise items on the Premises in the following areas in the Terminal Complex, shown in Exhibit "A-1" hereto, and in accordance with the provisions of this Agreement, consisting of approximately Three Thousand Eight Hundred Seventy-Eight (3,878) square feet of approved Duty Free and Duty Paid merchandise items display and retail space located in Airside 1, and approximately Five Thousand Thirty Two (5,032) square feet of similar display and retail space located in the Airside 4 Hub, of the Terminal Complex, for a total of Eight Thousand Nine Hundred Ten square feet, (and hereafter, the "Premises" shall include the Additional Retail Space) in the locations indicated on Exhibit "A-1" of the Concession Agreement, attached hereto, and referenced below:

LOCATION	SQUARE FEET
Airside 1 – Duty Free and Duty Paid Display and Retail Space	3,878
Airside 4 Hub – Duty Free and Duty Paid Display and Retail Space	5,032
Total Square Feet =	8,910

4. **Article 5.A. Concession Fee.** Article 5.A. is hereby amended to read as follows:

A. **Concession Fee.** Company shall pay to the Authority, for the each Agreement Period of the Term of this Agreement, a Concession Fee in an amount equal to the greater of the Minimum Annual Concession Fee, consisting of the sum of an Annual Rental Fee and a Minimum Annual Privilege Fee, or (2) the total of the percentages of Gross Receipts as follows:

GROSS RECEIPTS	PERCENT OF GROSS RECEIPTS DUE THE AUTHORITY
\$1 up to \$10,000,000	27%
\$10,000,001 up to \$18,000,000	33%
More than \$18,000,000	37%

5. **Article 5.A.1.** Article 5.A.1.a. – c. shall remain unaltered. In order to account for the Additional Retail Space, Article 5.A.1. is hereby amended by adding Paragraphs 5.A.1.d. as follows:

d. Paragraphs 5.A.1.a. - b., above, notwithstanding, beginning on the Additional Space Concession Fee Commencement Date, the Minimum Annual Concession Fee shall increase to account for the Additional Retail Space. The increase in the Minimum Annual Concession Fee shall equal the Annual Rental Fee for the Additional Retail Space, initially, Sixty-Two Thousand Five Hundred No/100 Dollars (\$62,500.00), which is based on the fair market value of the Additional Retail Space, plus the Minimum Annual Privilege Fee for the Additional Retail Space, initially, Five Hundred Thirteen Thousand Five Hundred Three and 20/100 Dollars (\$513,503.20), which fee is paid for the grant by the Authority of a franchise to engage in the business of operating the Concession within facilities operated and controlled by the Authority. For the period beginning on Additional Space Concession Fee Commencement Date and ending on October 31, 2014 (the "Additional Space Initial Period"), the Minimum Annual Concession Fee for the Additional Retail Space shall be Five Hundred Seventy-Six Thousand Three and 20/100 Dollars (\$576,003.20). Provided, however, that if such Additional Space Initial Period is longer or shorter than twelve (12) months, the Minimum Annual Concession Fee payable by Company to the Authority for such Additional Space Initial Period shall be an amount determined by dividing the Minimum Annual Concession Fee by 365, and multiplying such quotient by the number of days in the Additional Space Initial Period.

6. **Article 5.A.1.b.** Within ninety (90) calendar days of the end of the Additional Space Initial Period, and each subsequent Agreement Period, effective November 1 thereof, the total Minimum Annual Concession Fee shall be adjusted in accordance with Article 5.A.1.b., provided that, as of the end of the Additional Space Initial Period, Article 5.A.1.b.(2) shall be replaced with the following:

(2) the Initial Period's Minimum Annual Concession Fee plus the Additional Space Initial Period's Minimum Annual Concession Fee. Any adjustment in the Minimum Annual Concession Fee associated with the provisions of Article 5.A.1.b.(1) shall result in an identical adjustment to the Minimum Annual Privilege Fee, and shall not affect the Annual Rental Fee, subject to the provision of Article 5.A.1.c., herein. Notwithstanding the foregoing, in the event Company is not open for business for the entire prior Agreement Period, or in the event the prior Agreement Period is longer or shorter than twelve (12) months, the total Concession Fees due for purposes of the calculation described in Article 5.A.1.b.(1) above, shall be an amount determined by dividing the total Concession Fees for such prior Agreement Period by the number of days Company was open for business at the Premises in such prior Agreement Period, and multiplying such number by 365.

7. **Term.** Article 4, Term is hereby amended to include the following:

This Agreement shall become effective upon execution by the parties hereto. The term of this Agreement shall commence on November 4, 2012 (the "Commencement Date") and end ten (10) years from the Commencement Date on November 3, 2022, hereinafter referenced to as the "Term," unless sooner terminated in accordance with the terms and provisions hereof.

8. **Appendix 1, Standards for Operating Concession.** Appendix 1 is hereby amended to include the following:

Q. **PCI Compliance.** Company shall not connect to or utilize any computer network or systems of the Authority, including, without limitation, for transmission of credit card payments. Company 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").

1. Company shall, within 5 days, notify the 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.

2. Company, in addition to notifying the Authority and satisfying the PCI requirements, will immediately take the remedial actions available under the circumstances and provide the Authority with an explanation of the cause of the breach or intrusion and the proposed remediation plan. Company will notify the Authority promptly if it learns that it is no longer PCI DSS compliant and will immediately provide the 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.

3. Company, its successor's and assigns, will continue to comply with all provisions of this Agreement relating to accidents, incidents, damages and remedial requirements after the termination of this Agreement.

4. Company shall ensure strict compliance with PCI DSS for each credit card transaction and acknowledges responsibility for the security of cardholder data. Company 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.

5. Company must maintain PCI Certification as a bankcard merchant at the Airport. Company is responsible, at Company's own expense, to contract and pay for all quarterly, annual or other required assessments, remediation activities related to processes within Concessionaire's control, analysis or certification processes necessary to maintain PCI certification as a bankcard merchant.

6. PCI DSS - Company shall make available on the Premises, within 24 hours upon request by the Authority, such documentation, policies, procedures, reports, logs, configuration standards and settings and all other documentation necessary for the Authority to validate Company'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 Authority in electronic format compatible with computers used by the Authority.

7. Evidence of PCI DSS Compliance – Company agrees to supply their PCI DSS compliance status and evidence of its most recent validation of compliance upon execution of the Contract. Company must supply to the Authority evidence of validation

of compliance at least annually to be delivered along with the Annual Certification of Fees in accordance with Article 5.C. of the Agreement.

9. **Improvements to Additional Retail Space.** Company agrees to expend for Original Improvements, fixtures and furnishings within the Additional Retail Space, not less than Four Hundred Sixty Two and No/100 Dollars (\$462.00) per square foot in the build-out of Improvements, fixtures and furnishings in the display and retail space (excluding inventory), a total minimum of not less than Five Hundred Eighty-Two Thousand and No/100 Dollars (\$582,120.00). All Improvements to the Additional Retail Space shall be constructed in accordance with Article 6 of the Agreement.

10. **Miscellaneous.** As required by Florida law, the Authority hereby includes the following notification as part of this Agreement:

A. **"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."**

B. **Public Entity Crimes Act.**

Section 287.133(2)(a), Florida Statutes, provides that:

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11. **Continuing Effect of Agreement Provision.** Except as modified by this Amendment No. 1 to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

**[THIS SPACE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE FOLLOWING]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

ATTEST:
By: [Signature]
Dayci S. Burnette-Snyder,
Assistant Secretary

[Official Seal]

**"AUTHORITY"
GREATER ORLANDO
AVIATION AUTHORITY**

By: [Signature]
Phillip N. Brown, A.A.E.,
Executive Director

Date: 2/27/, 2014

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Greater
Orlando Aviation Authority, only.
Marchena and Graham, P.A., Counsel

By: [Signature]
Marchena and Graham, P.A.

Date: 1/25, 2014

**"COMPANY"
THE NUANCE GROUP (ORLANDO), LLC**

By: [Signature]

Printed Name: RICHARD LINDER

Title: CEO

Date: JAN. 10, 2014.

[Official Seal]

ATTEST:
By: _____

Printed Name
Title: _____

**OR
WITNESSES:**
(1) [Signature]
Printed Name: JOHN MENCHETA

(2) [Signature]
Printed Name: GARY CAVANAGH

EXHIBIT "A-1"

[ATTACH NEW EXHIBIT "A-1" OF ENTIRE PREMISES
INCLUDING ADDITIONAL RETAIL SPACE]



GREATER ORLANDO AVIATION AUTHORITY

ORLANDO
INTERNATIONAL
AIRPORT

AIRSIDE 1
CONCESSIONS

DUTY FREE

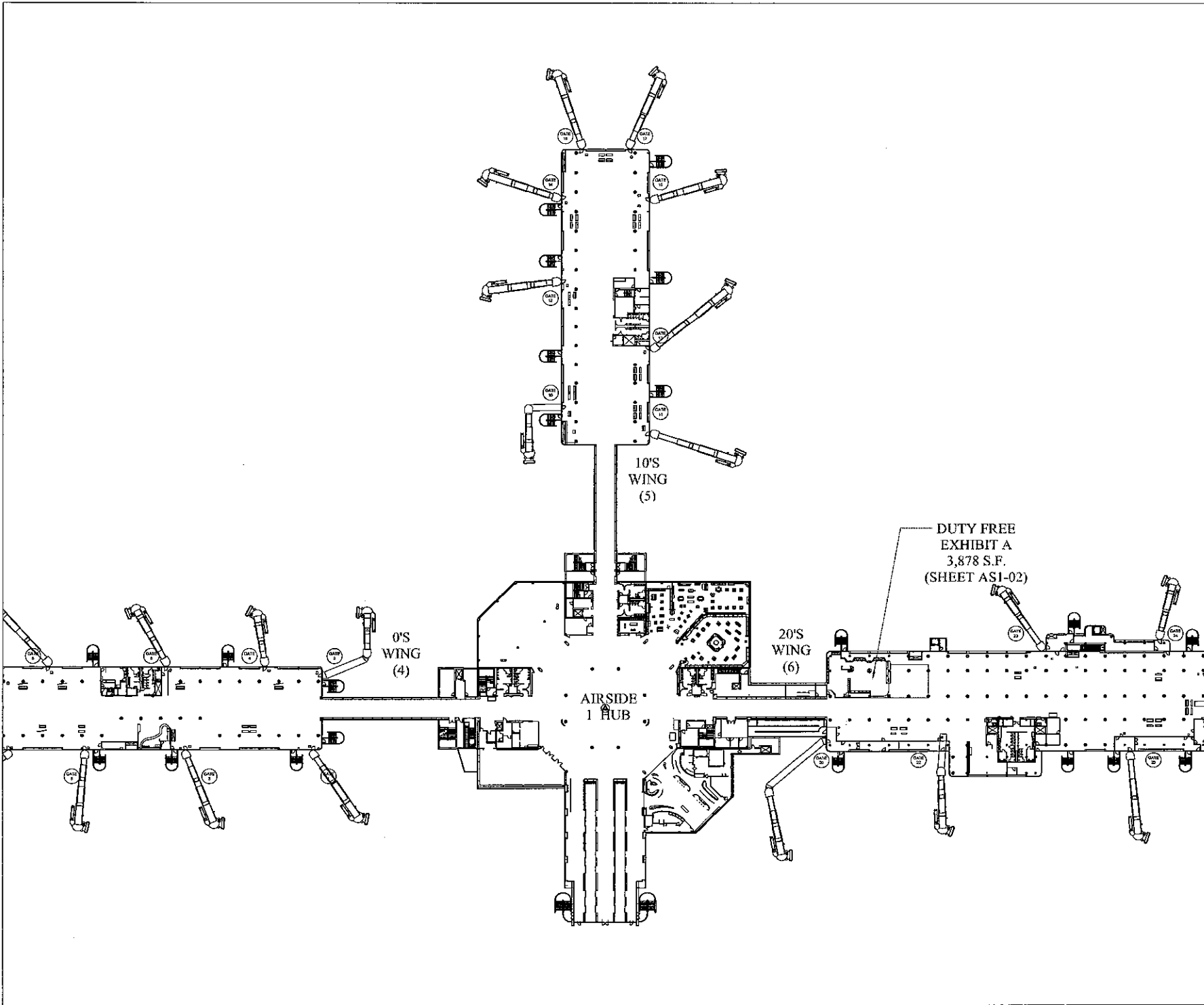
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SCHENKEL SHULTZ
ARCHITECTURE P.A.C.

drawn: AR
checked: ES
date: 01-29-14
comm. no.: 1420707

EXHIBIT A

AS1-01





GREATER ORLANDO AVIATION AUTHORITY
ORLANDO
INTERNATIONAL
AIRPORT

AIRSIDE 1
CONCESSIONS

DUTY FREE

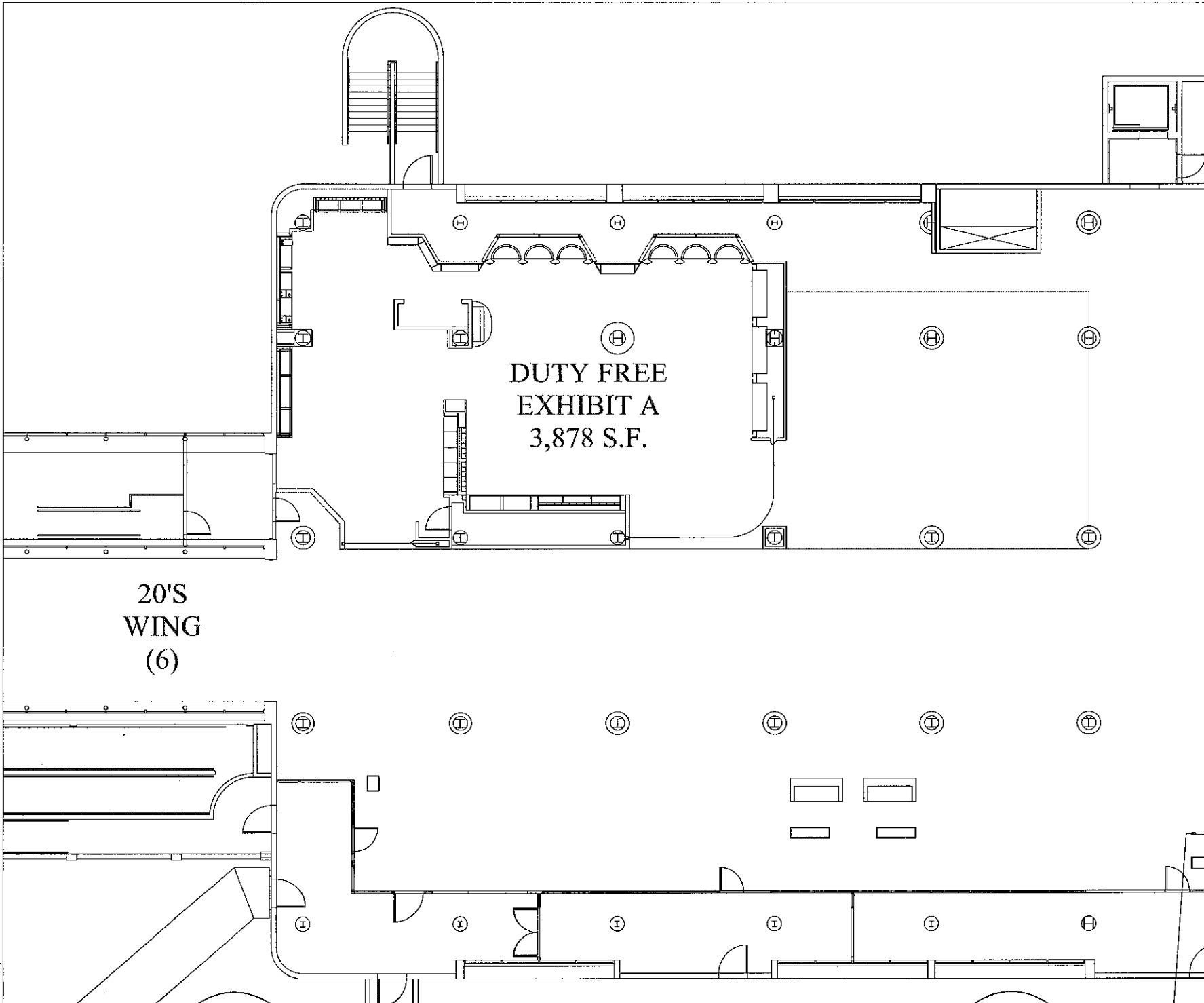
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SCHENKEL SHULTZ
D O O ARCHITECTURE P C

drawn: AR
checked: ES
date: 01-29-14
comm. no.: 1420707

EXHIBIT A

AS1-02



DUTY FREE
EXHIBIT A
3,878 S.F.

20'S
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(6)

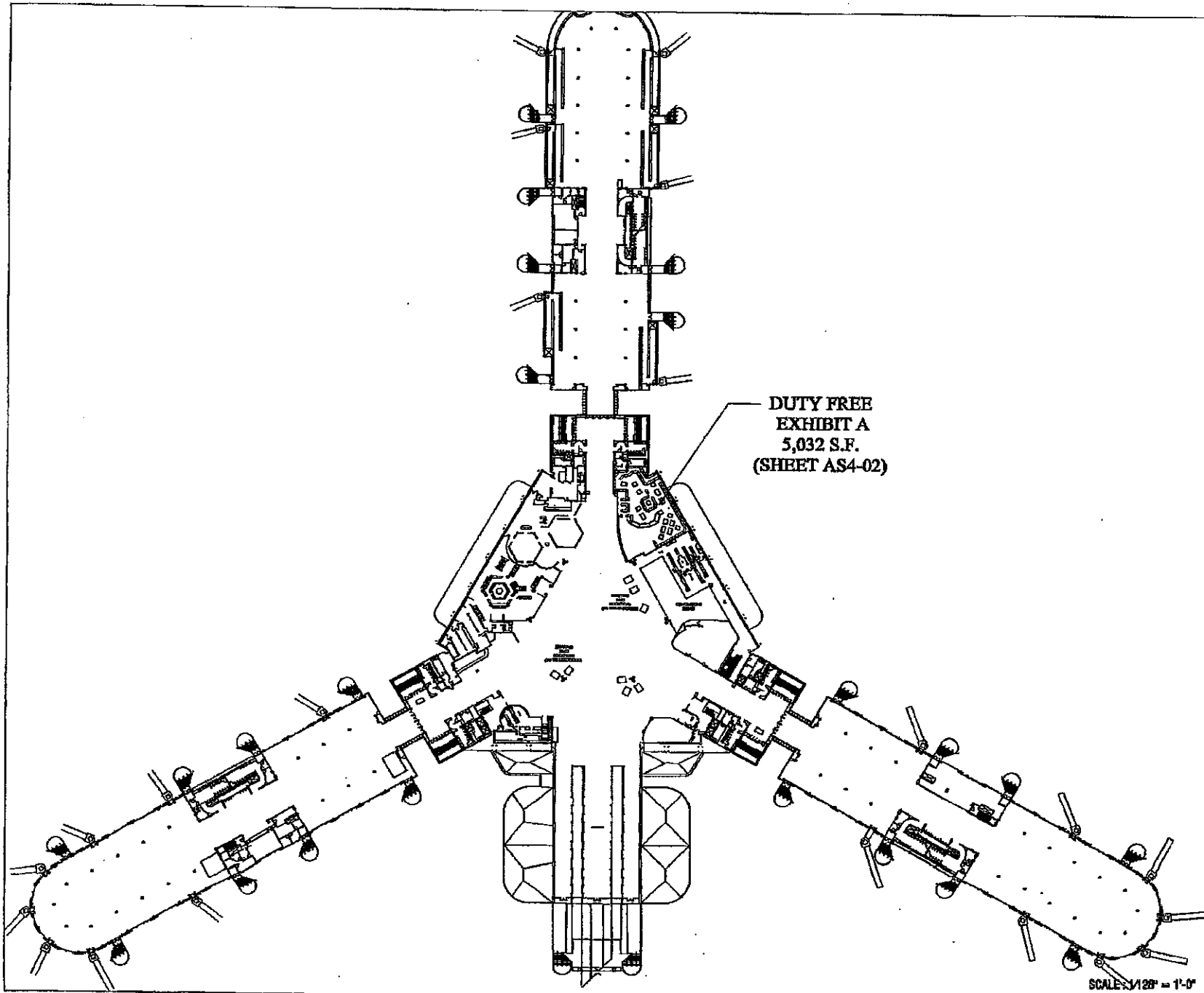


GREATER ORLANDO AVIATION AUTHORITY

ORLANDO
INTERNATIONAL
AIRPORT

AIRSIDE 4
CONCESSIONS

DUTY FREE



DUTY FREE
EXHIBIT A
5,032 S.F.
(SHEET AS4-02)

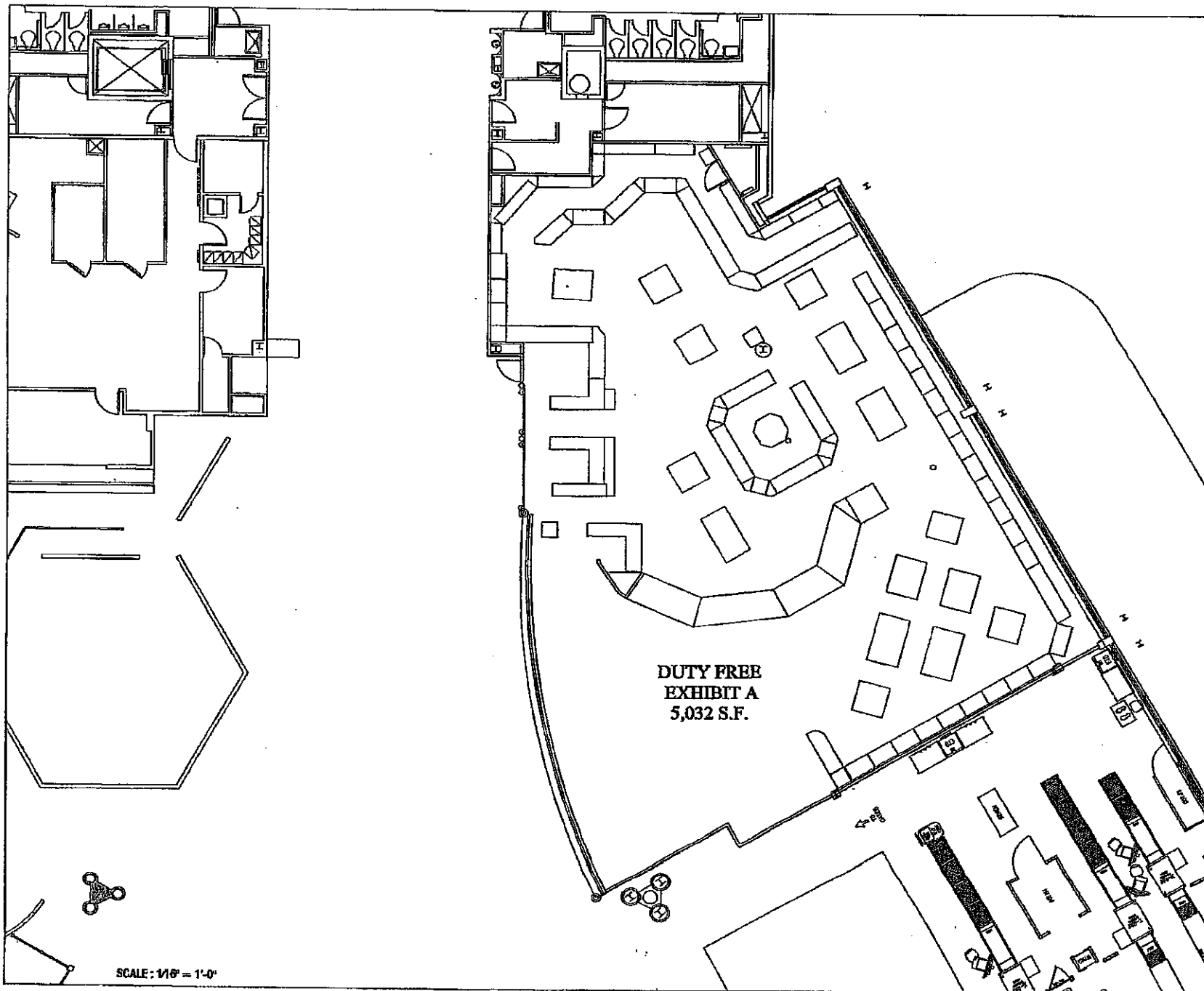
SCHENKEL SHULTZ
ARCHITECTURE P.C.

drawn: AA
checked: ES
date: 01-11-11
comm. no.: 1020730

EXHIBIT A

AS4-01

SCALE: 1/8" = 1'-0"



GREATER ORLANDO AVIATION AUTHORITY

ORLANDO
INTERNATIONAL
AIRPORT

AIRSIDE 4
CONCESSIONS

DUTY FREE

SCHENKEL SHULTZ
P A R C H I T E C T U R E P C A

drawn: AA
checked: ES
date: 01-11-11
comm. no.: 1020730

EXHIBIT A

AS4-02