

**AMENDMENT NO. 2 TO  
DUTY FREE/DUTY PAID CONCESSION AGREEMENT**

**THIS AMENDMENT NO. 2 TO DUTY FREE/DUTY PAID CONCESSION AGREEMENT ("Amendment No. 2")** is made and entered into as of the 22<sup>nd</sup> day of MARCH, 2018 (the "Effective Date"), by and between **THE GREATER ORLANDO AVIATION AUTHORITY ("Aviation Authority")** and **THE DFASS GROUP (ORLANDO), LLC f/k/a THE NUANCE GROUP (ORLANDO), LLC ("Company")**.

**WHEREAS**, on or about June 6, 2012, Company and the Aviation Authority entered into that certain Duty Free/Duty Paid Concession Agreement, as amended by Amendment No. 1, thereto (collectively, together with all amendments thereto referred to herein as the "**Agreement**"), whereby the Aviation Authority granted Company the right, obligation and privilege to operate a duty free/duty paid concession at designated locations in the North Terminal Complex of the Orlando International Airport (the "**Airport**"), which is now scheduled to expire on November 3, 2027; and

**WHEREAS**, on or about March 24, 2015, the Aviation Authority executed that certain Consent to Assignment authorizing 37.5% of Company to be transferred to DFASS Central, LLC, a company which already owned an additional 37.5% of Company at the time immediately prior to said transfer; and

**WHEREAS**, in the interest of benefitting the traveling public and to alleviate the potential impact of concession reconstruction during the period of highest passenger concentration in the North Terminal Complex, the Aviation Authority offered Company the opportunity to exercise a one-time extension option of the Term of the Agreement, as defined therein; and

**WHEREAS**, Company and the Aviation Authority desire to extend the Term of the Agreement upon the terms and conditions described in more detail herein below; and

**WHEREAS**, due to the nature of Company's duty free concession, its Premises is operated near the international traffic on Airsides 1 and 4 of the North Terminal Complex at the Customs and Border Protection Federal Inspection Station ("FIS"); and

**WHEREAS**, the Aviation Authority anticipates that, upon opening of the South Terminal, it will close the Airside 1 FIS and relocate a portion of the international traffic to the South Terminal; and

**WHEREAS**, to accommodate the relocation of the FIS, the Aviation Authority and Company desire for Company to surrender the Airside 1 portion of its Premises upon the closure of the Airside 1 FIS and to add to the Premises additional space located in the South Terminal Complex and described herein below (the "South Terminal Premises Space"); and

**WHEREAS**, the current ACDBE participation in the Agreement is 25% and company has represented to the Aviation Authority that the participation and membership of the joint venture will remain the same; and

**WHEREAS**, to allow Company time to recuperate its investment in the South Terminal Premises Space, Company and the Aviation Authority desire to extend the term for the South Terminal Premises Space only, all upon the terms and conditions contained herein below; and

**WHEREAS**, Company and the Aviation Authority desire to enter into this Amendment No. 2 to effectuate such changes upon the terms and conditions provided herein below.

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

1. **Definitions.** Article 1, of the Agreement, entitled "Definitions," is incorporated herein by reference, all other terms and phrases not otherwise amended or defined herein shall have the same meaning as defined in the Agreement.

2. **Premises and Exhibit "A-1."** Effective on the date the Aviation Authority opens the South Terminal Complex to the public, the Agreement shall be amended by deleting the first paragraph of Article 2.A.1, as amended, and replacing the same with the following:

**Rights and Premises.** The Aviation 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 Four Thousand Six Hundred (4,600) square feet of approved Duty Free and Duty Paid merchandise items display and retail space located in the Palm Court of the South Terminal Complex and approximately Five Thousand Thirty Two (5,032) square feet of similar display and retail space located in the Airside 4 Hub, of the North Terminal Complex, for a total of Nine Thousand Six Hundred Thirty-Two (9,632) square feet, (and hereafter, the "Premises" shall include the Additional Retail Space) in the locations indicated on Exhibit "A-1," attached hereto, and referenced below:

LOCATION	APPROXIMATE SQUARE FEET
South Terminal Complex Palm Court – Duty Free and Duty Paid Display and Retail Space	4,600
North Terminal Complex Airside 4 Hub – Duty Free and Duty Paid Display and Retail Space	5,032
Total Square Feet =	9,632

3. **South Terminal Commencement Date.** Company shall be required to commence operations and open for business on the South Terminal Premises Space on date the Aviation Authority opens the South Terminal Complex to the public (the "South Terminal Commencement Date"). The Aviation Authority shall deliver the South Terminal Premises Space to Company no less than 120 days prior to on the South Terminal Commencement Date.

4. **Term.** Article 4 of the Agreement, entitled "Term" is hereby deleted and replaced with the following:

This Agreement shall commence on the Commencement Date and shall continue thereafter until November 3, 2027 for the portions of the Premises located in the North Terminal Complex (hereinafter referred to as the "North Terminal Term"), unless sooner terminated in accordance with the terms and provisions hereof.

For the South Terminal Premises Space only, the term shall commence on the the South Terminal Commencement Date and shall continue for a period of ten (10) years thereafter (hereinafter referred to as the "South Terminal Term"), unless



sooner terminated in accordance with the terms and provisions hereof. (the North Terminal Term and the South Terminal Term are referred to collectively as the "Term").

5. **Increase in Minimum Annual Concession Fee.** Beginning on the South Terminal Commencement Date, the Minimum Annual Concession Fee payable by Company to the Aviation Authority under Article 5 of the Agreement shall be calculated as follows:

$$\begin{array}{rcl} \text{Minimum Annual} & & \text{Minimum Annual} \\ \text{Concession Fee} & = & \text{Concession Fee in month} \\ & & \text{immediately preceding} \quad \times \quad \text{Square Footage of South} \\ & & \text{South Terminal} \quad \text{Terminal Premises Space} \\ & & \text{Commencement Date} \quad \text{Plus Square Footage of} \\ & & \quad \quad \quad \text{Premises in AS 4} \\ & & \text{Square Footage of} \\ & & \text{Surrendered Portion of} \\ & & \text{Premises in AS-1 Plus} \\ & & \text{Square Footage of} \\ & & \text{Premises in AS 4} \end{array}$$

6. **Article 5.A.1.** Article 5.A.1.a. – c. shall remain unaltered. In order to account for the change to the Premises, beginning on the date the Aviation Authority opens the South Terminal Complex to the public, the Annual Rental Fee will be adjusted to an amount equal to the fair-market value of the Premises, to be reasonably determined by the Aviation Authority, and the Minimum Annual Privilege Fee will be adjusted accordingly.

7. **South Terminal Premises Space Build Out.** Company shall be required to expend no less than Six Hundred and No/100 Dollars (\$600) per square foot to install original Improvements, furnishings, trade fixtures and equipment on all portions of the South Terminal Premises Space and in doing the same shall comply with all requirements of Article 6 of the Agreement.

8. **Extension Fee.** As consideration for the extension of the Term described herein, Company paid to the Aviation Authority a one-time extension fee, the receipt of which is hereby acknowledged by the Aviation Authority, equal to half of the Minimum Annual Concession Fee, which shall not offset or otherwise negate any Concession Fee or other sums due and payable under the Agreement.

9. **Miscellaneous.** As required by Florida law, the Aviation Authority hereby includes the following notification as part of this Amendment No. 2, which are hereby incorporated into the Duty Free/Duty Paid 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.** Company represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Company further represents and warrants unto Aviation Authority that, to the best of its knowledge and good faith belief, neither Company nor any affiliate of Company has ever been convicted of a public entity crime. Company acknowledges receipt of the following notice:

JP



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.

10. **Entire Agreement.** All terms not expressly defined herein shall have the same meanings as ascribed to them in the Agreement. This Amendment No. 2 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 by this Amendment No. 2, 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. 2, the later provision shall govern and control.

**[SIGNATURE PAGE TO FOLLOW]**

**[SPACE LEFT INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed the day and year first above written.

**ATTEST:**

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

**"AVIATION AUTHORITY"  
GREATER ORLANDO  
AVIATION AUTHORITY**

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

APPROVED AS TO FORM AND LEGALITY  
On the 27 day of March, 2018 for the  
use and reliance of the Greater Orlando Aviation  
Authority, only.  
Marchena and Graham, P.A. General Counsel

Marchena & Graham, P.A.

By: Marchena and Graham, P.A.

**ATTEST:**

By: [Signature]  
Print Name: Edward Schell  
Title: CFO, Retail

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

By: [Signature]  
Print Name: Jordan Potash  
Title: PRESIDENT

**OR  
TWO WITNESSES:**

(1) By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(2) By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

JP

**EXHIBIT "A"**

**[FOLLOWING PAGES]**



GREATER ORLANDO AVIATION AUTHORITY

ORLANDO  
INTERNATIONAL  
AIRPORT

AIRSIDE 4  
CONCESSIONS

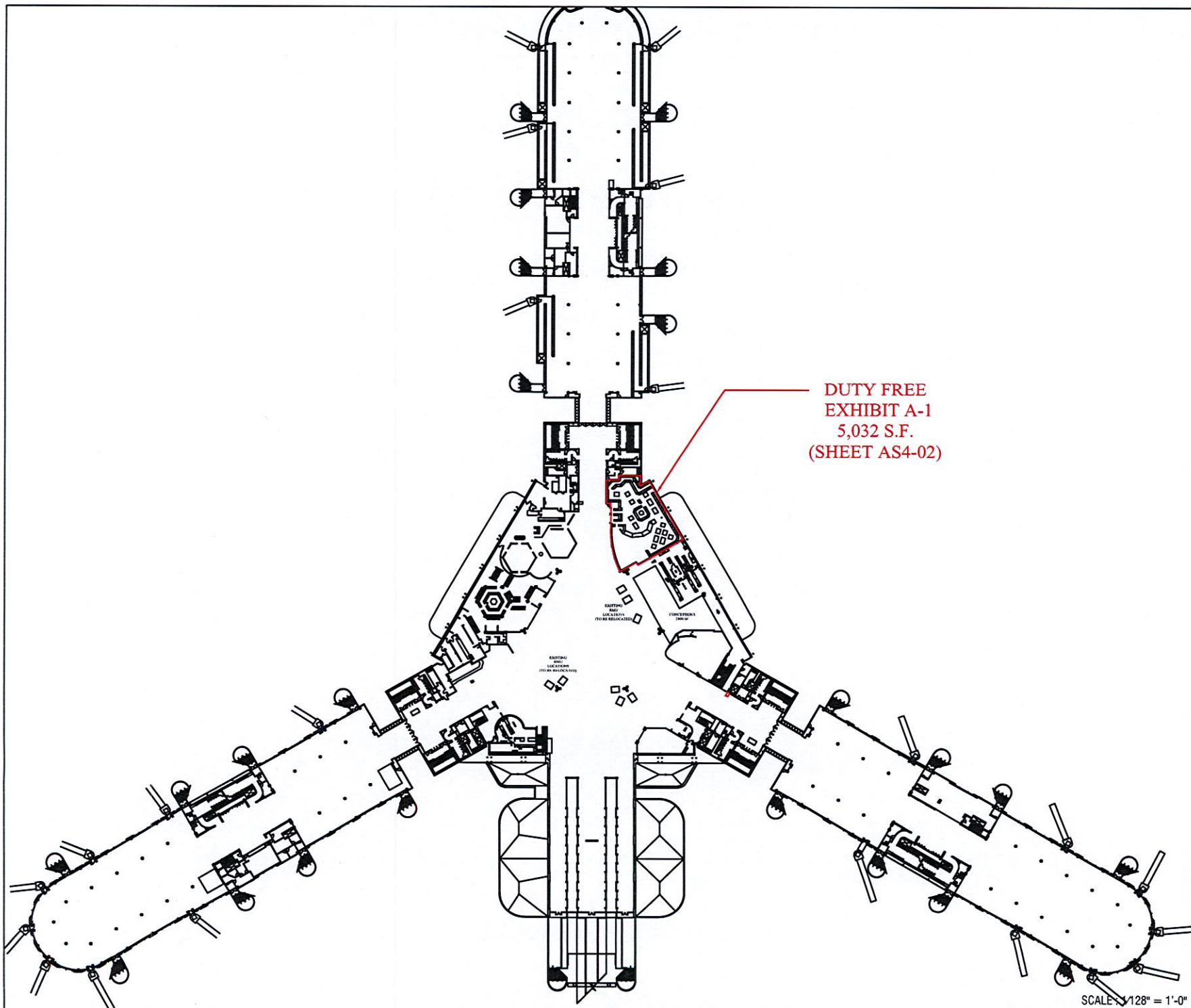
DUTY FREE

SCHENKEL SHULTZ  
ARCHITECTURE

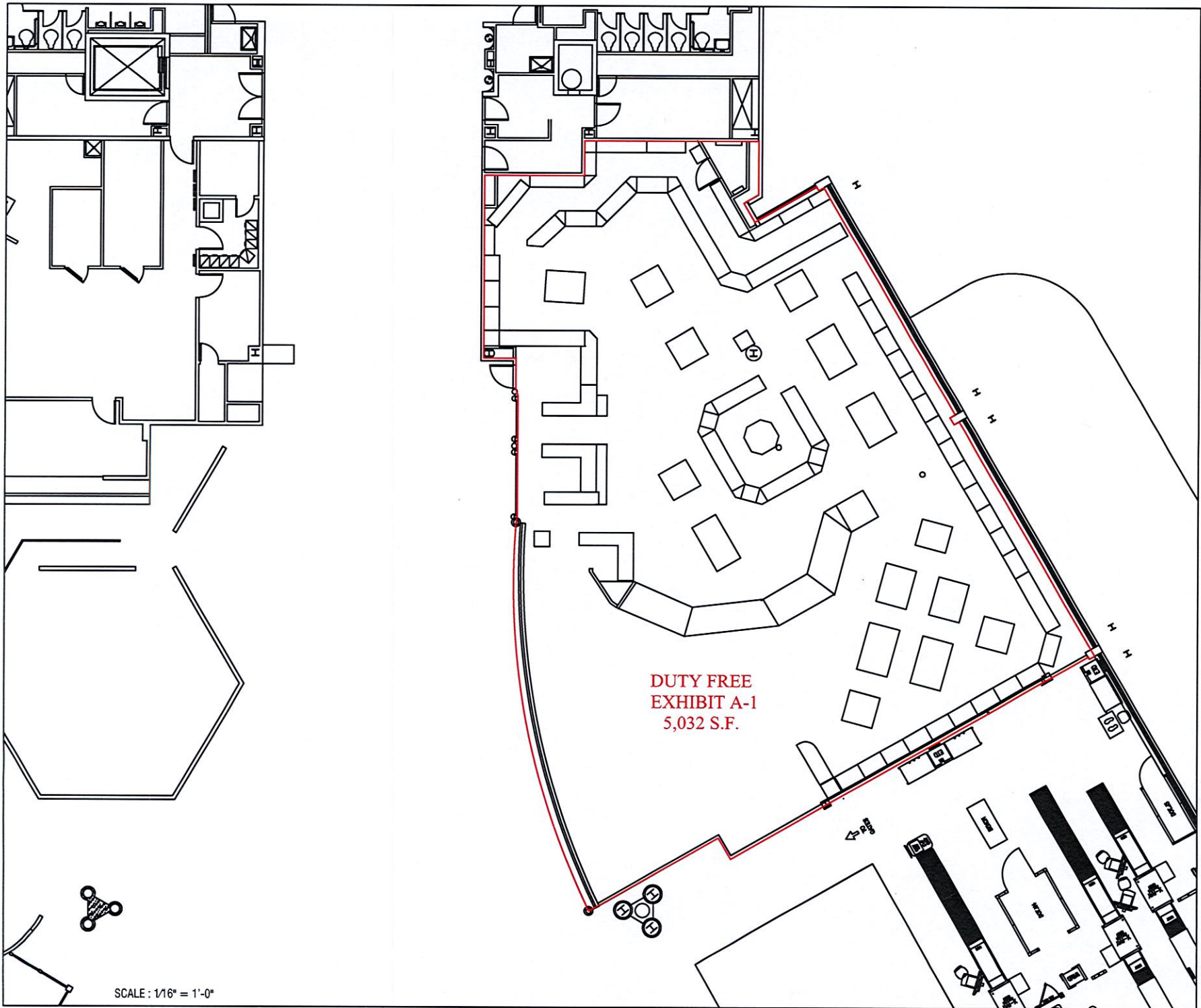
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checked:  
date: 03-27-18  
comm. no.: 1820702

EXHIBIT A-1

AS4-01







GREATER ORLANDO AVIATION AUTHORITY

ORLANDO  
INTERNATIONAL  
AIRPORT

AIRSIDE 4  
CONCESSIONS

DUTY FREE

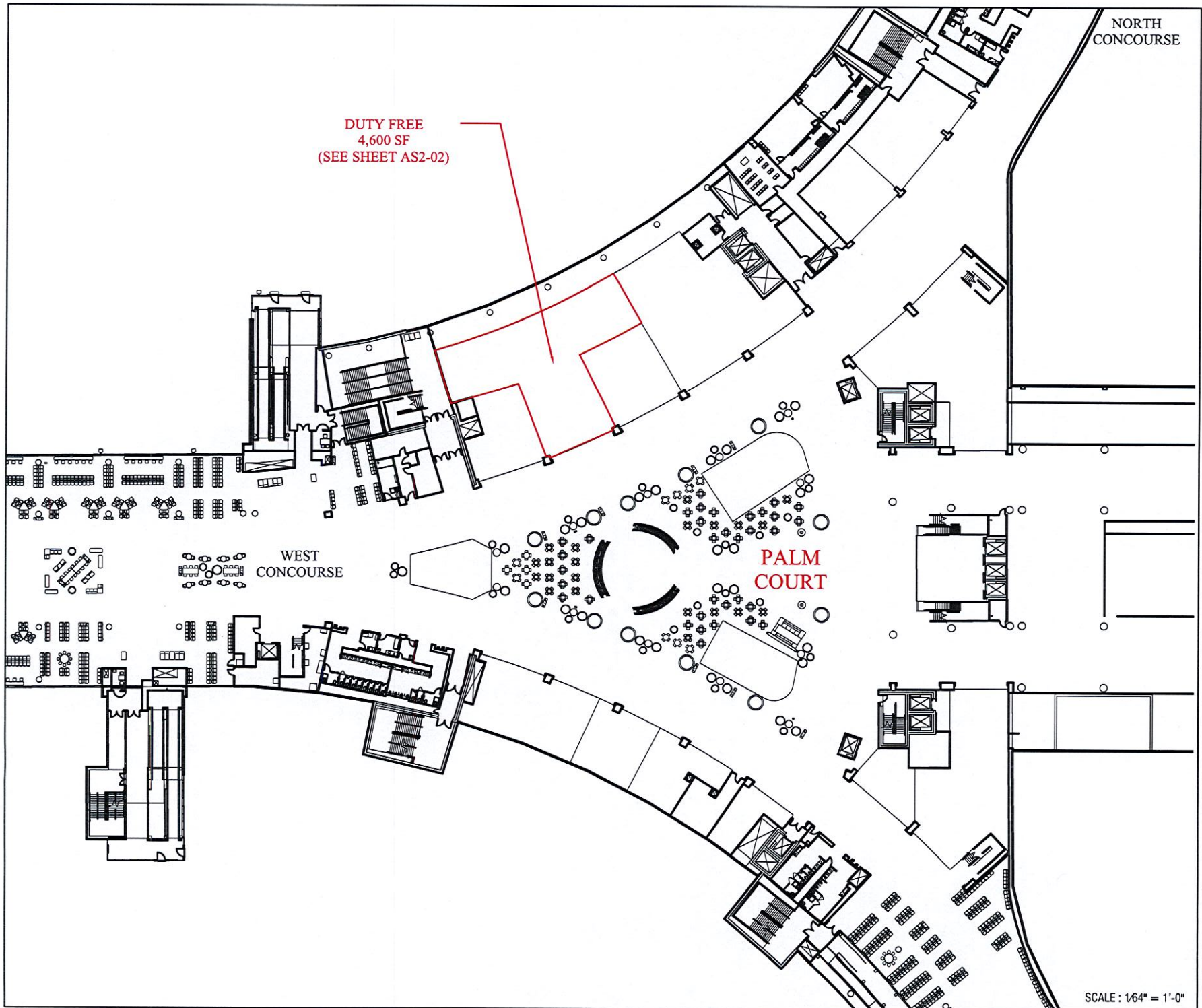
SCHENKEL SHULTZ  
ARCHITECTURE

drawn: AR  
checked:  
date: 03-27-18  
comm. no.: 1820702

EXHIBIT A-1

AS4-02



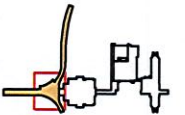


GREATER ORLANDO AVIATION AUTHORITY

ORLANDO  
INTERNATIONAL  
AIRPORT

STC - P1  
CONCESSIONS

AIRSIDE  
PALM COURT  
LEVEL 2



DUTY FREE

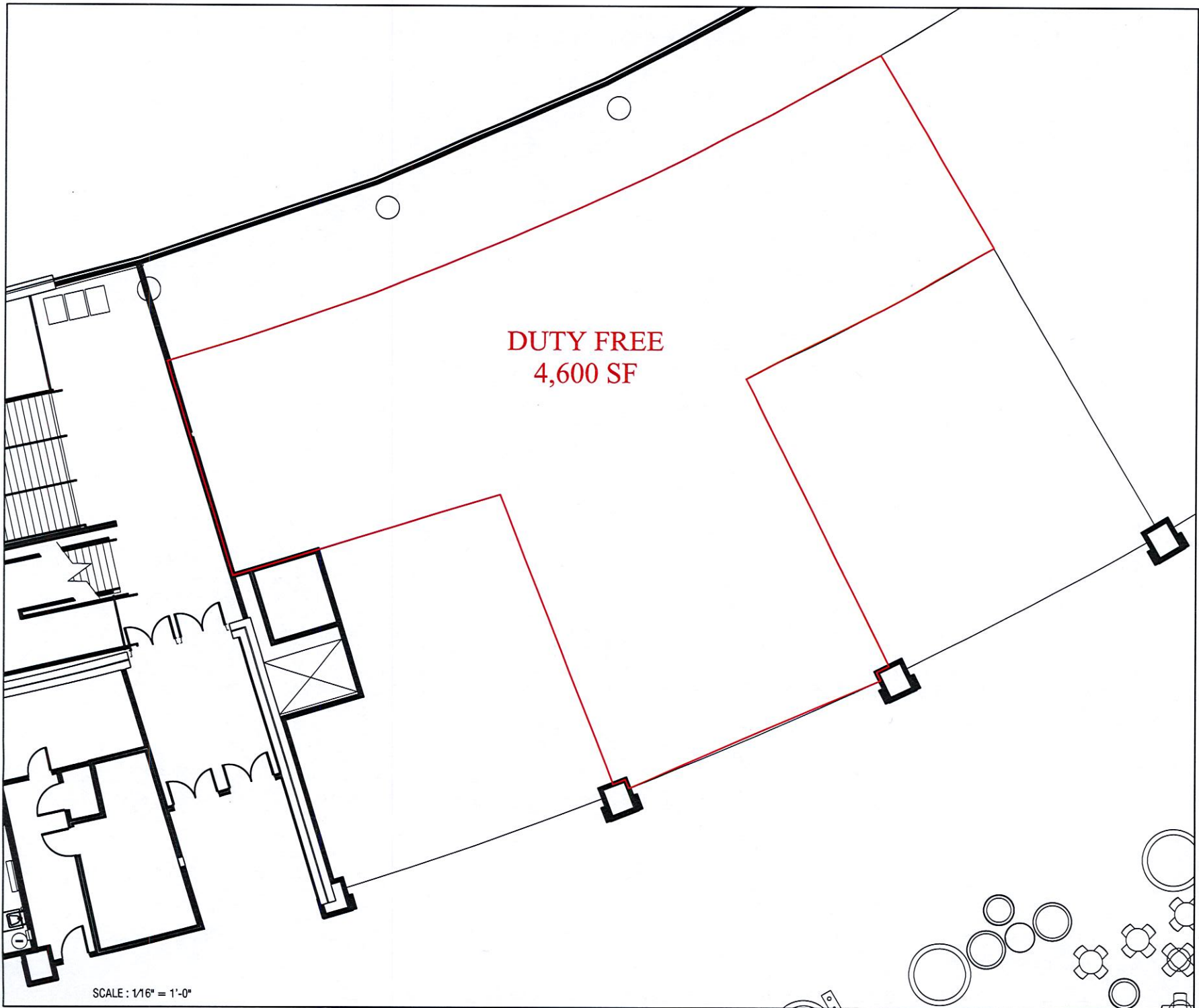
SCHENKELSHULTZ  
ARCHITECTURE

drawn: AR  
checked:  
date: 03-27-18  
comm. no.: 1820702

EXHIBIT A-1

**AS2-01**

SCALE: 1/64" = 1'-0"

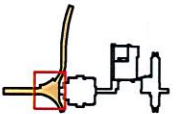


GREATER ORLANDO AVIATION AUTHORITY

ORLANDO  
INTERNATIONAL  
AIRPORT

STC - P1  
CONCESSIONS

AIRSIDE  
PALM COURT  
LEVEL 2



DUTY FREE

SCHENKEL SHULTZ  
ARCHITECTURE

drawn: AR  
checked:  
date: 03-27-18  
comm. no.: 1820702

EXHIBIT A-1

**AS2-02**





**MARCHENA AND GRAHAM, PA**

**MARCOS R. MARCHENA  
KEITH A. GRAHAM  
YOVANNIE RODRIGUEZ  
CHRISTOPHER J. WILSON**

**MEREDITH WEBER HAMMOCK  
JESSICA A. MAUGERI  
ANNE VAN DEN BERG  
SHANNON M. WIGGINS**

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ORLANDO, FLORIDA 32814  
TELEPHONE (407) 658-8566  
TELECOPIER (407) 281-8564  
WRITER'S E-MAIL: swiggins@mgfirm.com**

## **MEMORANDUM**

**TO:** Tracy Connor Harris  
**FROM:** Shannon Wiggins  
**DATE:** April 12, 2018  
**RE:** Amendment No. 2 to Duty Free/Duty Paid Concession Agreement  
Between GOAA and The DFASS Group (Orlando), LLC  
f/k/a The Nuance Group (Orlando), LLC  
1539.524

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As requested, I am returning to you the enclosed fully executed Amendment No. 2 to Duty Free/Duty Paid Concession Agreement.

Thank you.