

GOAA DATE 9/21/22
ITEM NO. 5-5
DOCUMENTARY # 101494

**AMENDMENT NO. 1 TO
RENTAL AUTOMOBILE CONCESSION AGREEMENT
ORLANDO INTERNATIONAL AIRPORT
ENTERPRISE**

THIS AMENDMENT NO. 1 TO RENTAL AUTOMOBILE CONCESSION AGREEMENT, ORLANDO INTERNATIONAL AIRPORT ("Amendment No. 1"), is made and entered into this 17th day of February, 2023, ("Amendment Date") by and between the GREATER ORLANDO AVIATION AUTHORITY, a public body existing under the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Authority"), and Enterprise Leasing Company of Orlando, LLC, a Delaware limited liability company, with a principal address of 5442 Hoffner Avenue, Orlando, Florida 32812 (the "Company").

WITNESSETH:

WHEREAS, the Authority and Company have entered into that certain Rental Automobile Concession Agreement, Orlando International Airport ("Airport"), dated September 1, 2022, (the "Agreement"); and

WHEREAS, as a result of the COVID-19 pandemic ("Pandemic") the Authority and Company delayed the implementation of the Agreement; and

WHEREAS, as a result of the Pandemic funding from the Customer Facility Charges ("CFC") for the QTA facilities in the Terminal C was not available and consequently the Permanent Terminal C QTA has not been constructed; and

WHEREAS, also as a result of the Pandemic, the Authority paused construction of the portion of the Terminal C upon which the Company's rental counter (together with other counters for Concessionaires) were to be located); and

WHEREAS, the Company and the Authority have agreed on the temporary operation of rental car services by Company in the Terminal C until the completion and opening of the Permanent Terminal C QTA facilities ("Permanent Terminal C QTA Opening Date").

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 to the following changes in the Agreement, during the period between the Commencement Date and the Permanent Terminal C QTA Opening Date:

1. Definitions. Capitalized terms in this Amendment Number 1 and not defined herein, shall have the definition established in the Agreement. Additional definition:

a. **"Interim Period"** means the period which begins on the Commencement Date and ends on the Permanent Terminal C QTA Opening Date.

b. **"Opening Date"** means September 19, 2022.

c. **"Phase I Interim Period"** means the period between Opening Date and the date the Temporary QTA becomes operational, and Company completes the installation of barrier crash gates, tiger teeth, CCTV, license plate recognition and booths or kiosks required to operate in the Terminal C garage (Terminal C Garage) where the Company's Ready/Return space is located.

d. **"Phase II Interim Period"** means the period between the end of the Phase I period and the beginning of the Phase III period.

e. **"Phase III Interim Period"** means the period beginning upon delivery by Authority to Company of the Company's Permanent Terminal C Counter Space and Queuing Space contemplated in Agreement article 2.F.1. in the to-be-constructed ground transportation facility bridge between Terminal C and the Intermodal Transportation Facility and ending on the opening of operations by Company in the Permanent Terminal C QTA.

f. **"Temporary QTA"** means the QTA that will be provided by the Authority using Authority funds, grants or CFCs as may be determined by the Authority at the Authority's sole option. The Temporary QTA will be provided by a third party through an agreement with the Authority.

g. **"Temporary Counter"** means the counters to be used by Concessionaires to be located at the east end of Terminal C (the "knuckle") while the ground transportation facility bridge is constructed.

2. Modification of Definition of Commencement Date. The Authority has determined that it will open Terminal C on the Opening Date. However, operations in Terminal C will ramp up over the remainder of the month of September 2022. The Authority will therefore delay the Commencement Date in the Agreement. The definition of Commencement Date is deleted and replaced with the following"

L. **"Commencement Date"** means 12:01 a.m. October 1, 2022.

3. Temporary Counter Space. During Phases I and II of the Interim Period the Terminal C Temporary Counter and queuing space will be located in the area designated in attached Exhibit "A" to this Amendment No. 1 with each Concessionaire initially receiving one two-station counter. Company shall pay the Authority the Terminal Premises Rate established by the Authority for Terminal C for the portion of the Temporary Counter Space allocated to Company. The Counters will not include the LCD monitors mounted on the back wall which will be used at the counters after the Interim Period. Access to the Temporary Counter has been granted by the Authority to Company. In the event Company requires additional counter space during the Interim Period, the Authority will provide the counters as they become available. Company's right to utilize the Terminal C Temporary Counters shall expire upon the commencement of the Phase III Interim Period. The Terminal C Counter Space and Queuing Space contemplated in the Agreement article 2.F.1. will be made available to Company upon the commencement of Phase III of the Interim Period. Upon commencement of the Phase III Interim Period, the Company shall become responsible for payment of the full rental rate established in the Agreement for the Counter Space and Queuing Space allocated to Company, plus applicable annual adjustments.

4. **Office Space.** During all phases of the Interim Period, and continuing throughout the Agreement term, Company will utilize and pay for the Office Space allocated to Company in Terminal C in the area designated in the exhibits to the Agreement. Access to the Office Space has been granted by the Authority to Company.

5. **Ready/Return Space.** During the Phase I Interim Period, Company may, but is not obligated to, utilize the Ready/Return space in the Terminal C Garage. During the Phase II Interim Period and the Phase III Interim Period, Company will utilize the Ready/Return Space allocated to Company in the Terminal C Garage in the area designated in attached Exhibit "A" to this Amendment No. 1. During all phases of the Interim Period Company would be required to pay the Ready/Return Space rental rate established in the Agreement. Authority acknowledges, however, that Company will have limited use of the Ready/Return Space due to the limited capacity of the Temporary QTA. In recognition of the limited usefulness of the Ready/Return Space during the Interim Period, the Company will be required to pay, during the Interim Period, an amount equal to Fifty Percent (50%) of the amount due for the Ready/Return Space in the Agreement. Company acknowledges that the Ready/Return space allocated to Company may be temporarily reduced due to space requirement for rental car companies' jockey roads to the Temporary QTA. The Authority has granted Company access to the Ready/Return Space subject to the temporary jockey road modifications. When the Concessionaires cease use of the Temporary QTA, the Authority will deliver to Company possession of any portion of the Ready/Return Space in Terminal C garage intended for use by Company but temporarily utilized for jockey roads to the Temporary QTA. Upon expiration of the Phase III Interim Period, the Company shall become responsible for payment of the full rental rate established in the Agreement, plus applicable annual adjustments.

6. **Temporary QTA.** Company has elected to utilize the Temporary QTA facility during Phases II and III of the Interim Period. The Temporary QTA will be provided by a third party through an agreement with the Authority. The cost for constructing/setting up, leasing of the temporary QTA facility will be paid by the Authority. Company will pay for a pro rata share of maintenance, all of its operational costs for use of the QTA and will pay for the fuel utilized by Company to fuel Company's Automobiles. The Authority will grant access to the Temporary QTA when the Temporary QTA is operational. The limited stacking in the temporary QTA will be allocated according to market share as of December 31, 2019, to the extent practical. Each Concessionaire will be assigned one refueling bay (two stations) and one car wash bay. The allocation will be according to attached Exhibit "B" to this Amendment No. 1. Company's right to operate in the Temporary QTA shall expire upon expiration of the Phase III Interim Period. Upon expiration of the Phase III Interim Period, Company shall be required to pay the rental rate established in the Agreement for the QTA allocated to Company, plus applicable annual adjustments.

7. **Wetherbee Overflow Parking.** Pursuant to Article 2.F.5 of the Agreement, Company has elected to utilize the Wetherbee Overflow Parking allocated to Company (as evidenced in Exhibit A-16) and would begin paying for 1,039,055 square feet of space in the Wetherbee Overflow Parking under the Agreement. As consideration for Company's agreement to provide a full-service operation in Terminal C during the Interim Period, Authority will waive the rent payment for the Wetherbee Overflow Parking until the earlier of the following: i) the expiration of the Interim Period or ii) September 30, 2024. Upon the occurrence of the first of the events identified herein above, the Company shall become responsible for payment of the full

rental rate for the Wetherbee Overflow Parking as established in the Agreement plus applicable annual adjustments.

8. Commitment to Utilize. Company acknowledges that Authority, (1) is undertaking significant expense to provide Company the temporary counters, (2) is undertaking significant expense to provide alternative Airport employee parking to make the Ready/Return Space in the Terminal C available to Company, and (3) will incur significant expense to make the Temporary QTA available. In consideration for the Authority incurring the expenses to provide the facilities listed in this paragraph 8, and for the reduced temporary rent for the Ready/Return Space and the Wetherbee Overflow Parking during the Interim Period, Company agrees to utilize the temporary counters, the Ready/Return Space and the Temporary QTA to provide full rental Automobile goods and services in the Terminal C during Phases II and III of the Interim Period without the Customers having to travel to the North Terminal for any portion of the goods or services, to the extent the facilities in Terminal C are capable of processing vehicles and customers. Authority acknowledges that due to the limited throughput of the Temporary QTA, a portion of Company's Terminal C customers will have to be served at Company's Terminals A & B facilities. Examples of the limitation of the temporary facilities for which Company will not be held responsible include inability to process vehicles through the Temporary QTA because of equipment capacity limitations, equipment breakdown, inability of Company accessing its allocated portion of the Temporary QTA due to other RAC operators blocking access to the facilities.

9. Space Rent and Liquidated Damages. Since the Authority has incurred the significant expenses relating to the Temporary QTA described in Paragraph 6 above, any failure of Company in abiding by its commitment described in Paragraph 8 will result in substantial damages to the Authority. For this reason, and because of the difficulty of accurately proving loss and the non-feasibility of obtaining an adequate remedy, Company agrees to pay, in addition to all sums due under the Agreement and this Amendment No. 1, the full amount of space rent reduced as an accommodation for Ready/Return Space and for the Wetherbee Overflow Parking for such days as Company fails to utilize any of the Terminal C facilities assigned to Company if following written notice by the Authority to Company, and Company fails to commence within ten (10) days of the receipt of the notice, and continue thereafter to utilize all of the Terminal C facilities assigned to Company.

10. Interim Period Commitment. Company acknowledges that the decision to operate within Terminal C and utilize the Temporary Counter, Temporary QTA during the Interim Period, as described in Paragraphs 3 through 7 above, is neither revocable nor amendable.

11. Continuing Effect of Agreement Provisions. Except as modified by this Amendment No. 1, all other terms and conditions of the Agreement, including all provisions as to Terminals A and B, 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:

Anna Farmer
Assistant Secretary

[Official Seal]

TWO WITNESSES:

(1)

Erin Keller

Printed Name:

Erin Keller

(2)

Printed Name:

INGRID LAMAR-THOMAS

"AUTHORITY"

**GREATER ORLANDO AVIATION
AUTHORITY**

By:

Kevin Thibault, Chief Executive Officer
Tom Draper, Chief of Operations

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Greater Orlando
Aviation Authority, only on this 07 day of
February, 2023.

Marchena and Graham, P.A., Counsel

By:

Marchena and Graham, P.A.

ATTEST:

Printed Name:

Title:

TWO WITNESSES:

(1)

Printed Name:

Jason Ellis

(2)

Printed Name:

Myrna Prophet

"COMPANY"

**ENTERPRISE LEASING COMPANY OF
ORLANDO, LLC**

By:

Brian Maguire

Title:

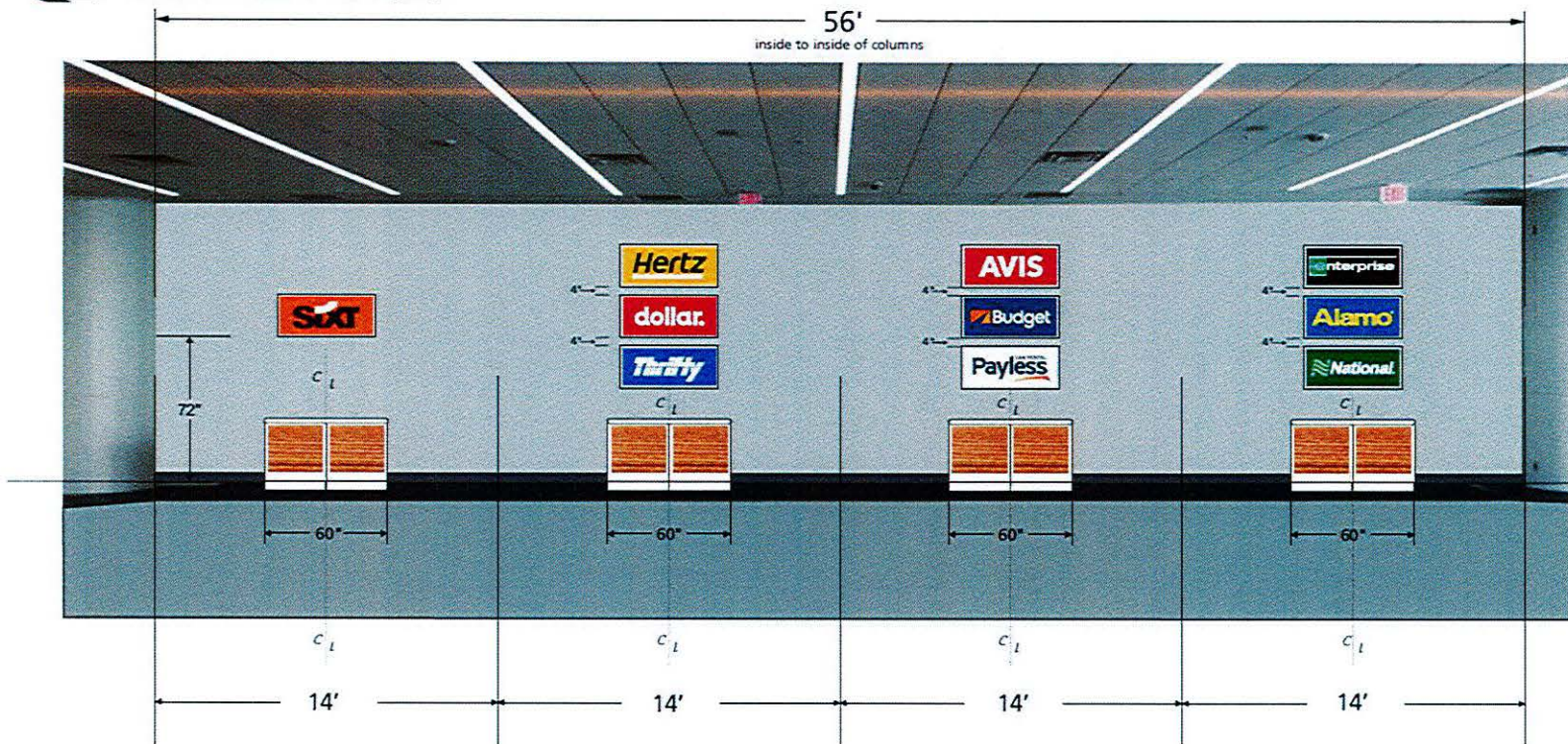
UP/Gen

Date:

9-12-22, 2022.

[Official Seal]

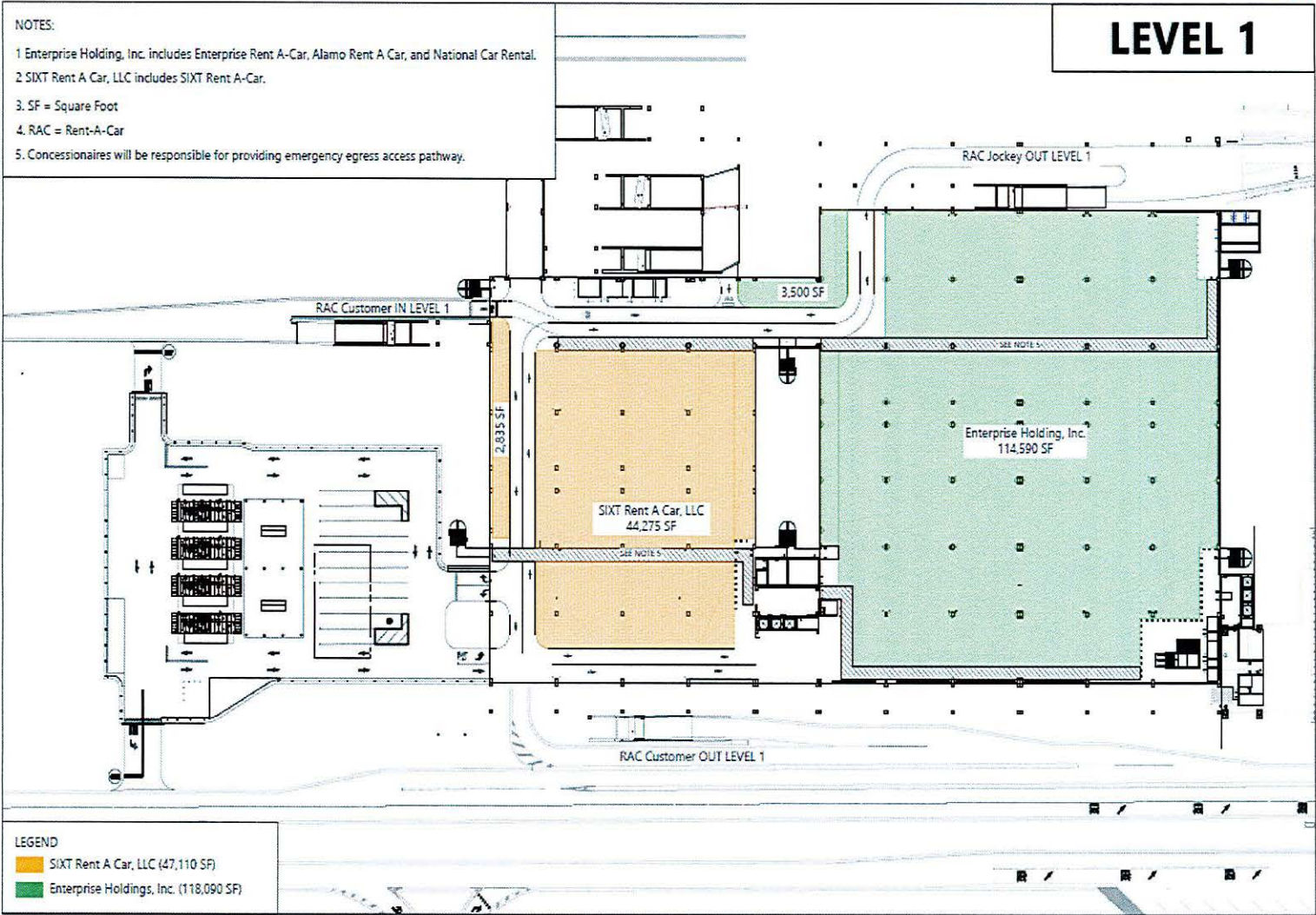
EXHIBIT A
Temporary Counters
Ready Return Schematic



Note: Actual dimension for inside to inside = 56' - 1 3/4"

Terminal C - GTF - RAC wall signage - 8.10.2022 - by GOAA Signage Team



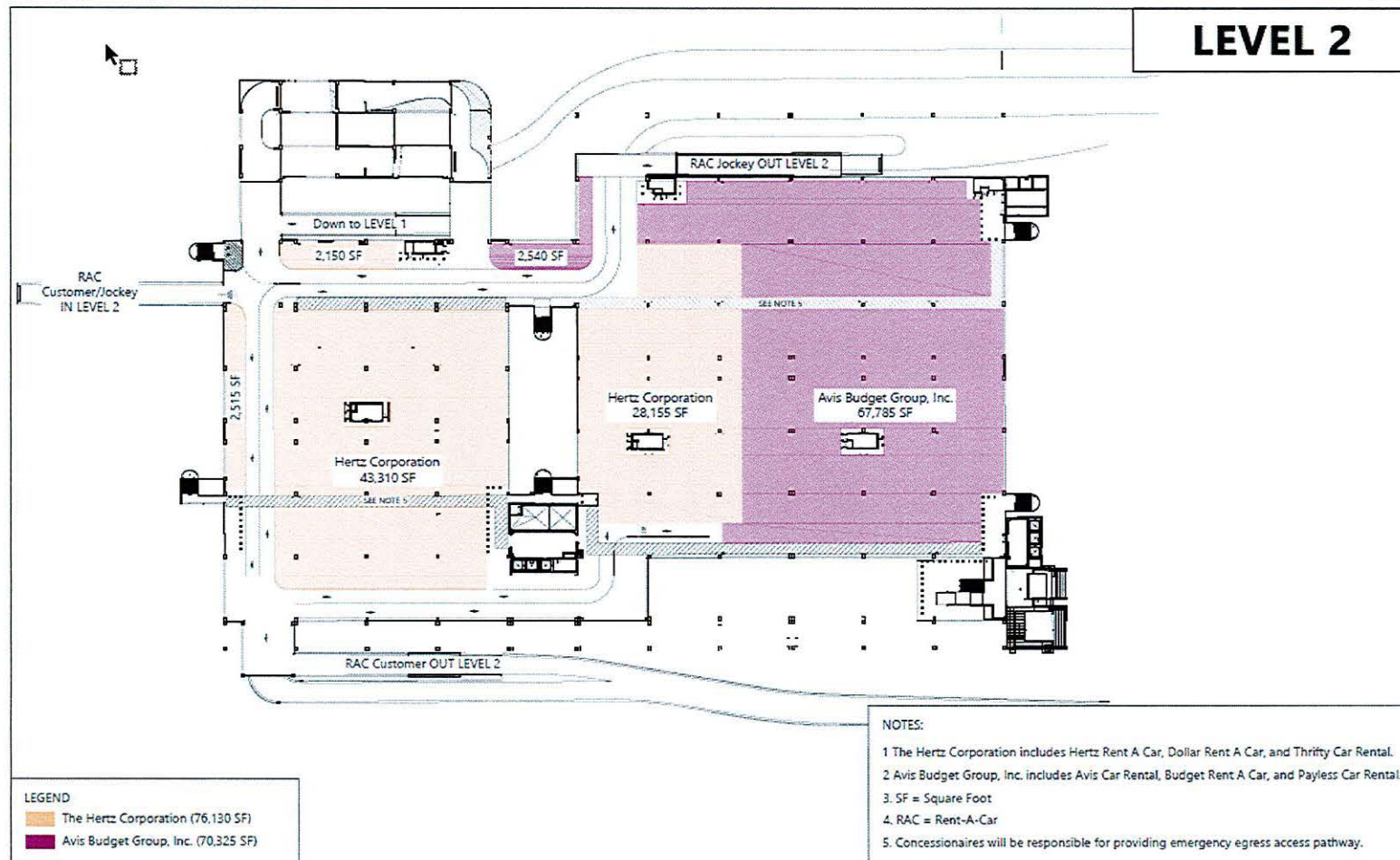


SOURCES: AECOM, A1.01.00(1).dwg, July 2022; Ricondo & Associates, Inc., July 2022.



EXHIBIT 1

**TERMINAL C GARAGE
LEVEL 1 RENT-A-CAR READY/RETURN ALLOCATION**

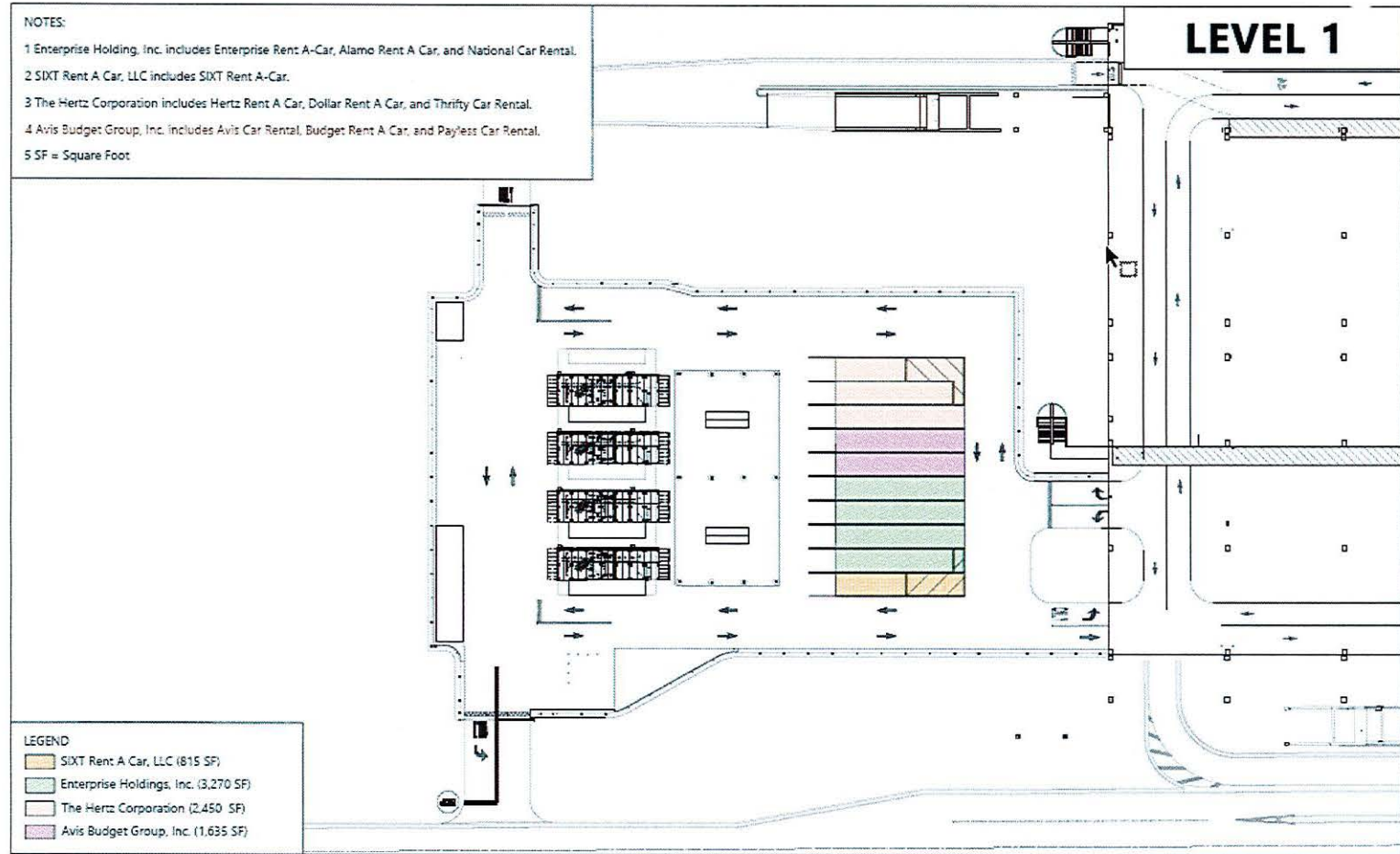


SOURCES: AECOM, A1.02.00(1).dwg, July 2022; Ricondo & Associates, Inc., July 2022.

EXHIBIT 3**TERMINAL C GARAGE
LEVEL 2 RENT-A-CAR READY/RETURN ALLOCATION**

ORLANDO INTERNATIONAL AIRPORT

EXHIBIT B
Temporary QTA Allocation



SOURCES: HNTB, HI-S00027 TQTA 100% Submittal - Plans.pdf, SITE GEOMETRY & PAVEMENT PLAN, May 2022; Ricondo & Associates, Inc., July 2022.



0 75 ft

TERMINAL C GARAGE
LEVEL 1 RENT-A-CAR QUICK TURN AROUND ALLOCATION

GOAA DATE 9/21/22
ITEM NO. 5-5
DOCUMENTARY # 101494

**AMENDMENT NO. 1 TO
RENTAL AUTOMOBILE CONCESSION AGREEMENT
ORLANDO INTERNATIONAL AIRPORT
ENTERPRISE**

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WITNESSETH:

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WHEREAS, as a result of the COVID-19 pandemic ("Pandemic") the Authority and Company delayed the implementation of the Agreement; and

WHEREAS, as a result of the Pandemic funding from the Customer Facility Charges ("CFC") for the QTA facilities in the Terminal C was not available and consequently the Permanent Terminal C QTA has not been constructed; and

WHEREAS, also as a result of the Pandemic, the Authority paused construction of the portion of the Terminal C upon which the Company's rental counter (together with other counters for Concessionaires) were to be located); and

WHEREAS, the Company and the Authority have agreed on the temporary operation of rental car services by Company in the Terminal C until the completion and opening of the Permanent Terminal C QTA facilities ("Permanent Terminal C QTA Opening Date").

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 to the following changes in the Agreement, during the period between the Commencement Date and the Permanent Terminal C QTA Opening Date:

1. Definitions. Capitalized terms in this Amendment Number 1 and not defined herein, shall have the definition established in the Agreement. Additional definition:

a. **"Interim Period"** means the period which begins on the Commencement Date and ends on the Permanent Terminal C QTA Opening Date.

b. **"Opening Date"** means September 19, 2022.

c. **"Phase I Interim Period"** means the period between Opening Date and the date the Temporary QTA becomes operational, and Company completes the installation of barrier crash gates, tiger teeth, CCTV, license plate recognition and booths or kiosks required to operate in the Terminal C garage (Terminal C Garage) where the Company's Ready/Return space is located.

d. **"Phase II Interim Period"** means the period between the end of the Phase I period and the beginning of the Phase III period.

e. **"Phase III Interim Period"** means the period beginning upon delivery by Authority to Company of the Company's Permanent Terminal C Counter Space and Queuing Space contemplated in Agreement article 2.F.1. in the to-be-constructed ground transportation facility bridge between Terminal C and the Intermodal Transportation Facility and ending on the opening of operations by Company in the Permanent Terminal C QTA.

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L. **"Commencement Date"** means 12:01 a.m. October 1, 2022.

3. **Temporary Counter Space.** During Phases I and II of the Interim Period the Terminal C Temporary Counter and queuing space will be located in the area designated in attached Exhibit "A" to this Amendment No. 1 with each Concessionaire initially receiving one two-station counter. Company shall pay the Authority the Terminal Premises Rate established by the Authority for Terminal C for the portion of the Temporary Counter Space allocated to Company. The Counters will not include the LCD monitors mounted on the back wall which will be used at the counters after the Interim Period. Access to the Temporary Counter has been granted by the Authority to Company. In the event Company requires additional counter space during the Interim Period, the Authority will provide the counters as they become available. Company's right to utilize the Terminal C Temporary Counters shall expire upon the commencement of the Phase III Interim Period. The Terminal C Counter Space and Queuing Space contemplated in the Agreement article 2.F.1. will be made available to Company upon the commencement of Phase III of the Interim Period. Upon commencement of the Phase III Interim Period, the Company shall become responsible for payment of the full rental rate established in the Agreement for the Counter Space and Queuing Space allocated to Company, plus applicable annual adjustments.

4. **Office Space.** During all phases of the Interim Period, and continuing throughout the Agreement term, Company will utilize and pay for the Office Space allocated to Company in Terminal C in the area designated in the exhibits to the Agreement. Access to the Office Space has been granted by the Authority to Company.

5. **Ready/Return Space.** During the Phase I Interim Period, Company may, but is not obligated to, utilize the Ready/Return space in the Terminal C Garage. During the Phase II Interim Period and the Phase III Interim Period, Company will utilize the Ready/Return Space allocated to Company in the Terminal C Garage in the area designated in attached Exhibit "A" to this Amendment No. 1. During all phases of the Interim Period Company would be required to pay the Ready/Return Space rental rate established in the Agreement. Authority acknowledges, however, that Company will have limited use of the Ready/Return Space due to the limited capacity of the Temporary QTA. In recognition of the limited usefulness of the Ready/Return Space during the Interim Period, the Company will be required to pay, during the Interim Period, an amount equal to Fifty Percent (50%) of the amount due for the Ready/Return Space in the Agreement. Company acknowledges that the Ready/Return space allocated to Company may be temporarily reduced due to space requirement for rental car companies' jockey roads to the Temporary QTA. The Authority has granted Company access to the Ready/Return Space subject to the temporary jockey road modifications. When the Concessionaires cease use of the Temporary QTA, the Authority will deliver to Company possession of any portion of the Ready/Return Space in Terminal C garage intended for use by Company but temporarily utilized for jockey roads to the Temporary QTA. Upon expiration of the Phase III Interim Period, the Company shall become responsible for payment of the full rental rate established in the Agreement, plus applicable annual adjustments.

6. **Temporary QTA.** Company has elected to utilize the Temporary QTA facility during Phases II and III of the Interim Period. The Temporary QTA will be provided by a third party through an agreement with the Authority. The cost for constructing/setting up, leasing of the temporary QTA facility will be paid by the Authority. Company will pay for a pro rata share of maintenance, all of its operational costs for use of the QTA and will pay for the fuel utilized by Company to fuel Company's Automobiles. The Authority will grant access to the Temporary QTA when the Temporary QTA is operational. The limited stacking in the temporary QTA will be allocated according to market share as of December 31, 2019, to the extent practical. Each Concessionaire will be assigned one refueling bay (two stations) and one car wash bay. The allocation will be according to attached Exhibit "B" to this Amendment No. 1. Company's right to operate in the Temporary QTA shall expire upon expiration of the Phase III Interim Period. Upon expiration of the Phase III Interim Period, Company shall be required to pay the rental rate established in the Agreement for the QTA allocated to Company, plus applicable annual adjustments.

7. **Wetherbee Overflow Parking.** Pursuant to Article 2.F.5 of the Agreement, Company has elected to utilize the Wetherbee Overflow Parking allocated to Company (as evidenced in Exhibit A-16) and would begin paying for 1,039,055 square feet of space in the Wetherbee Overflow Parking under the Agreement. As consideration for Company's agreement to provide a full-service operation in Terminal C during the Interim Period, Authority will waive the rent payment for the Wetherbee Overflow Parking until the earlier of the following: i) the expiration of the Interim Period or ii) September 30, 2024. Upon the occurrence of the first of the events identified herein above, the Company shall become responsible for payment of the full

rental rate for the Wetherbee Overflow Parking as established in the Agreement plus applicable annual adjustments.

8. Commitment to Utilize. Company acknowledges that Authority, (1) is undertaking significant expense to provide Company the temporary counters, (2) is undertaking significant expense to provide alternative Airport employee parking to make the Ready/Return Space in the Terminal C available to Company, and (3) will incur significant expense to make the Temporary QTA available. In consideration for the Authority incurring the expenses to provide the facilities listed in this paragraph 8, and for the reduced temporary rent for the Ready/Return Space and the Wetherbee Overflow Parking during the Interim Period, Company agrees to utilize the temporary counters, the Ready/Return Space and the Temporary QTA to provide full rental Automobile goods and services in the Terminal C during Phases II and III of the Interim Period without the Customers having to travel to the North Terminal for any portion of the goods or services, to the extent the facilities in Terminal C are capable of processing vehicles and customers. Authority acknowledges that due to the limited throughput of the Temporary QTA, a portion of Company's Terminal C customers will have to be served at Company's Terminals A & B facilities. Examples of the limitation of the temporary facilities for which Company will not be held responsible include inability to process vehicles through the Temporary QTA because of equipment capacity limitations, equipment breakdown, inability of Company accessing its allocated portion of the Temporary QTA due to other RAC operators blocking access to the facilities.

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**[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: 
Anna Farmer
Assistant Secretary

[Official Seal]

TWO WITNESSES:

(1) 

Printed Name: Erin Keller

(2) 

Printed Name: INGRID LAMOUR-THOMAS

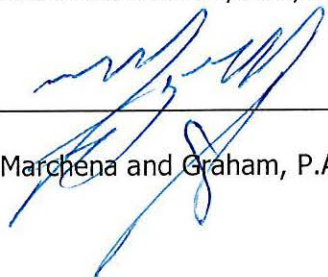
"AUTHORITY"

**GREATER ORLANDO AVIATION
AUTHORITY**

By: 
Kevin Thibault, Chief Executive Officer
Tom Draper, Chief of Operations

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Greater Orlando
Aviation Authority, only on this 17 day of
February, 2022.

Marchena and Graham, P.A., Counsel

By: 
Marchena and Graham, P.A.

ATTEST:

Printed Name: _____

Title: _____

TWO WITNESSES:

(1) 

Printed Name: Jason Ellis

(2) 

Printed Name: Myrna Prophet

"COMPANY"

**ENTERPRISE LEASING COMPANY OF
ORLANDO, LLC**

By: 

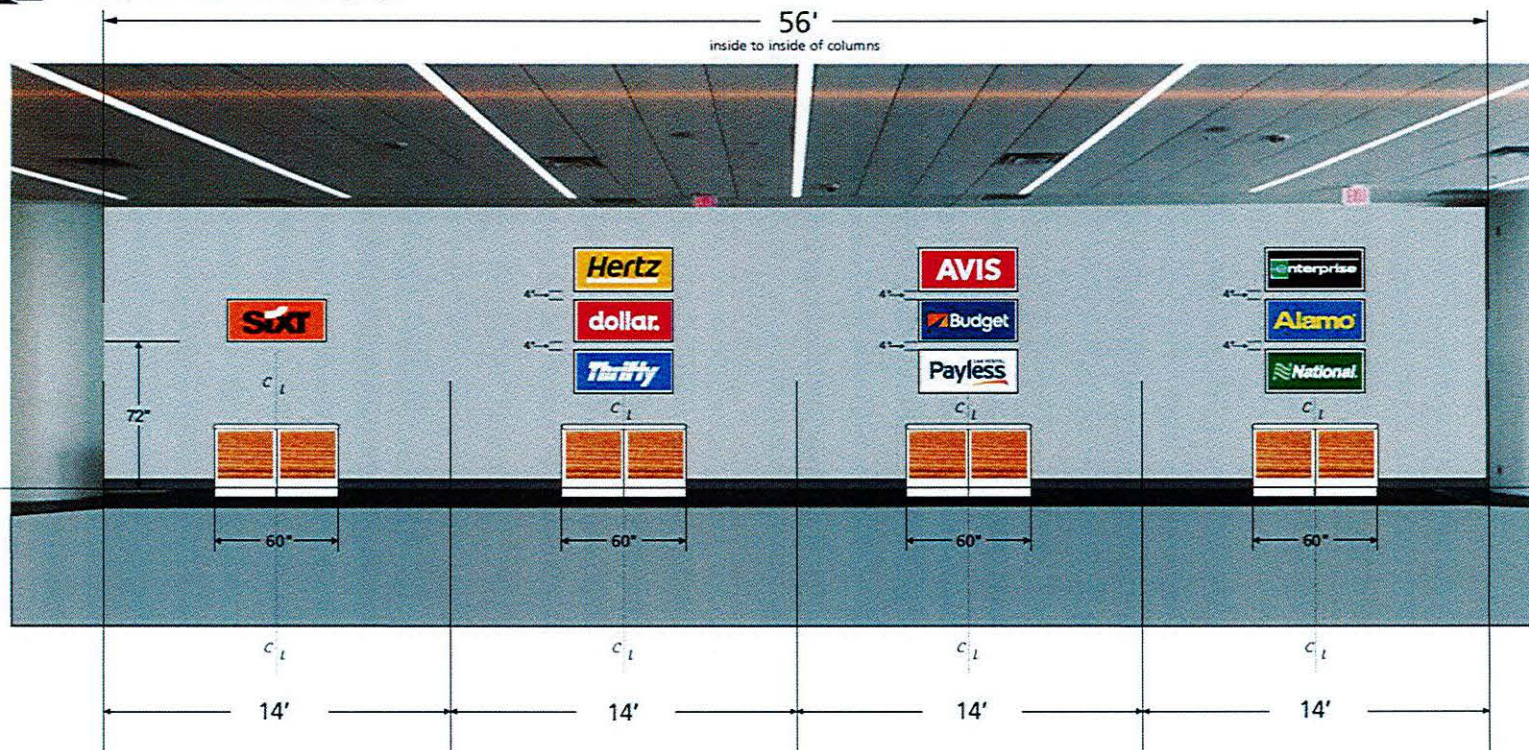
Printed Name: Brian Maguire

Title: UP/Gen

Date: 9-12-22, 2022.

[Official Seal]

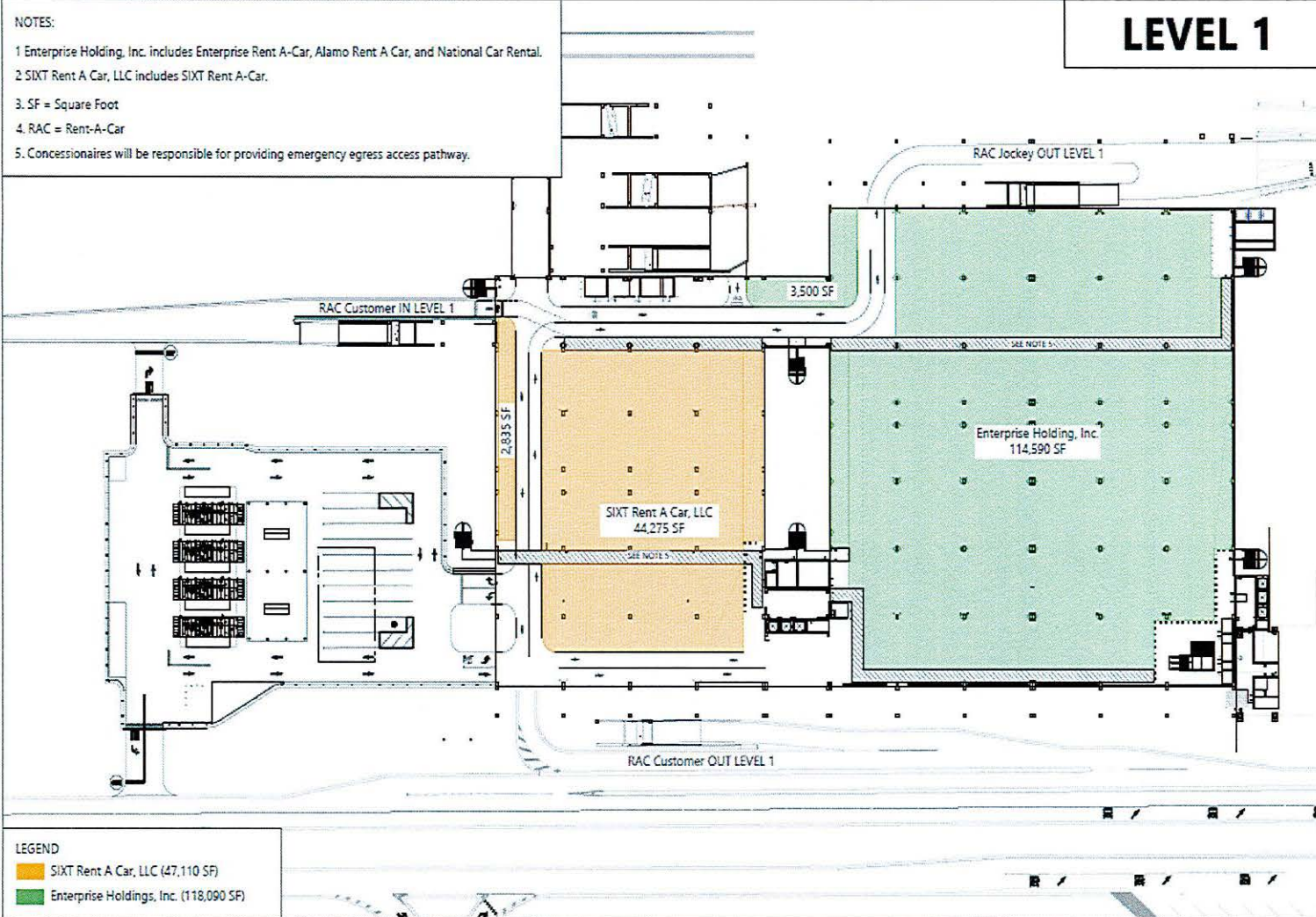
EXHIBIT A
Temporary Counters
Ready Return Schematic



Note: Actual dimension for inside to inside = 56' - 1 3/4"

Terminal C - GTF - RAC wall signage - 8.10.2022 - by GOAA Signage Team



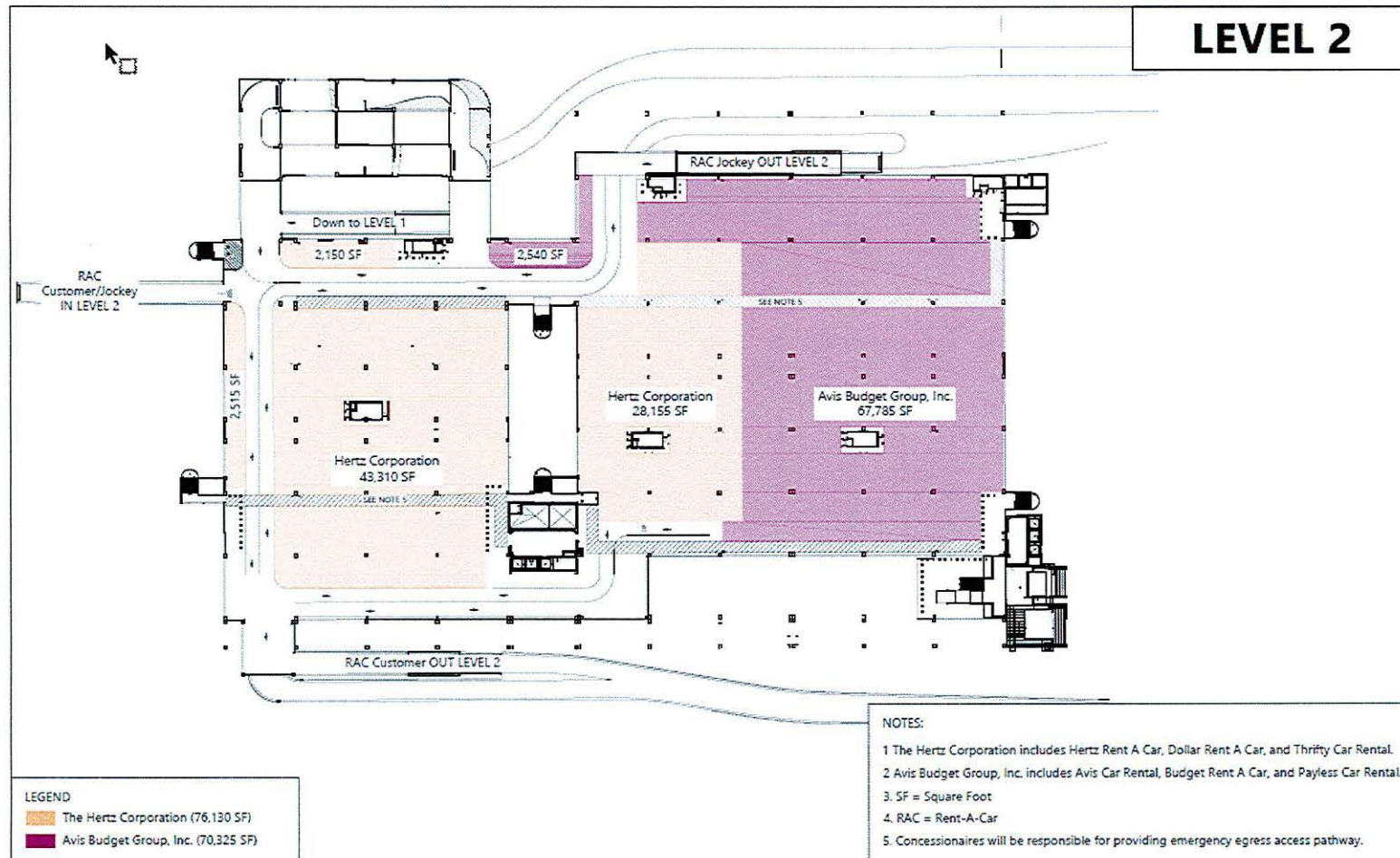


SOURCES: AECOM, A1.01.00(1).dwg, July 2022; Ricondo & Associates, Inc., July 2022



EXHIBIT 1

TERMINAL C GARAGE
LEVEL 1 RENT-A-CAR READY/RETURN ALLOCATION



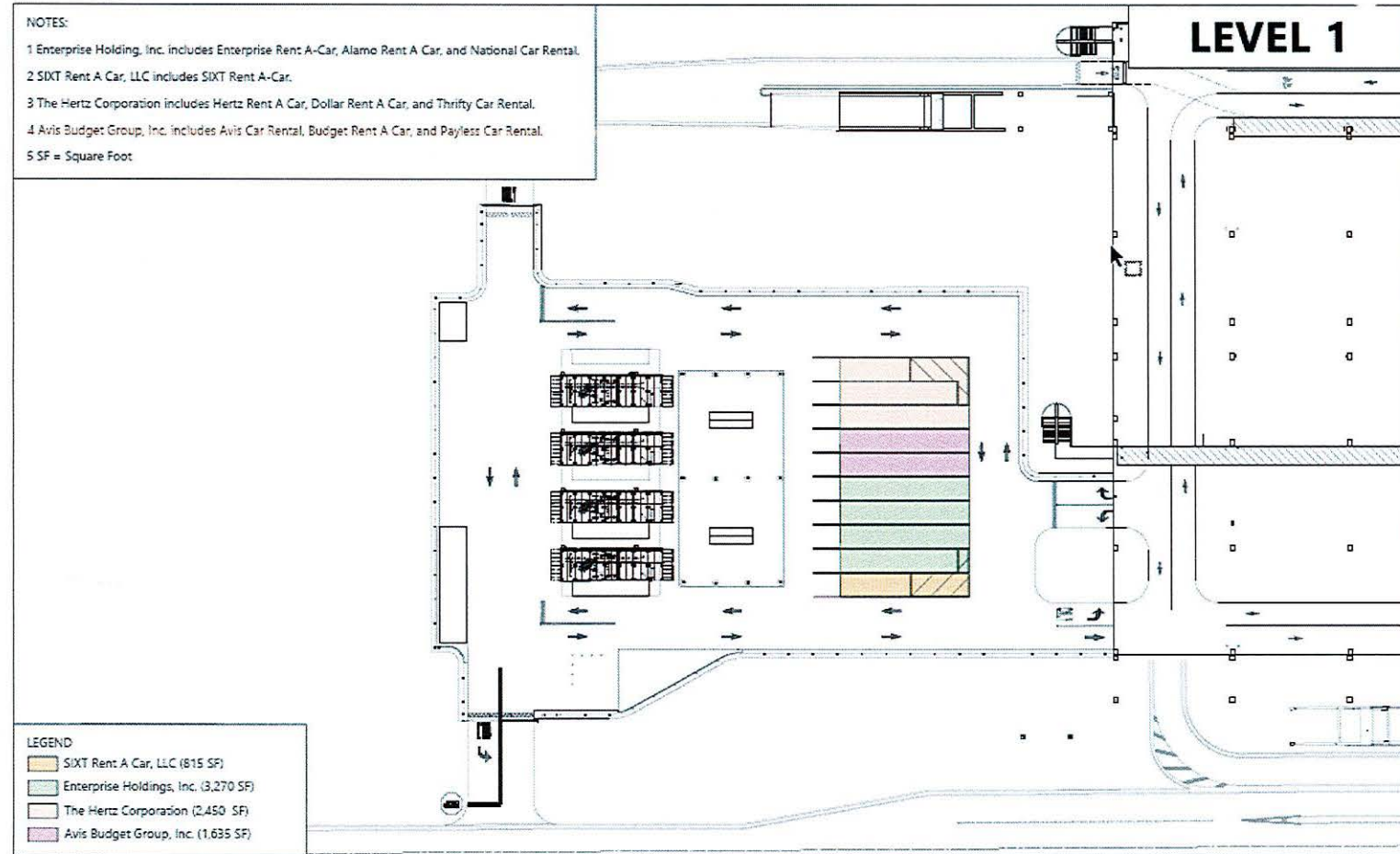
SOURCES: AECOM, A1.02.00(1) dwg, July 2022; Ricondo & Associates, Inc., July 2022.



EXHIBIT 3
TERMINAL C GARAGE
LEVEL 2 RENT-A-CAR READY/RETURN ALLOCATION

ORLANDO INTERNATIONAL AIRPORT

EXHIBIT B
Temporary QTA Allocation



SOURCES: HNTB, H-500027 TQTA 100% Submittal - Plans.pdf, SITE GEOMETRY & PAVEMENT PLAN, May 2022; Ricondo & Associates, Inc., July 2022.



0 75 ft

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