

**AMENDMENT NO. 7
DISADVANTAGED BUSINESS ENTERPRISE NEWS/SUNDRIES/GIFT
CONCESSION AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

THIS AMENDMENT NO. 7 TO THE DISADVANTAGED BUSINESS ENTERPRISE NEWS/SUNDRIES/GIFT CONCESSION AGREEMENT by and between **THE GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority") and **HG ORLANDO AS-1, JV** ("Company"), is made and entered into as of the 4 day November, 2022, and shall be effective upon the execution of the parties hereto.

WHEREAS, on or about September 25, 2002, the Aviation Authority and Keys Airport Business, Inc. entered into that certain DISADVANTAGED BUSINESS ENTERPRISE NEWS/SUNDRIES/GIFT CONCESSION AGREEMENT, as subsequently amended by Amendment No. 1, 2, 3, 4, 5 and 6, (collectively, together with all amendments thereto, referred to herein as the "Concession Agreement") to provide Company the right, privilege and obligation to rent, occupy, equip, furnish, and maintain a news/sundries/gift concession at designated locations in the North Terminal Complex at Orlando International Airport;

WHEREAS, by that certain Assignment of Lease and the Consent to Assignment, effective December 20, 2012, Company assumed all rights, obligations and interests in the Concession Agreement and the Aviation Authority provided consent to the assignment conditioned upon the obligations set forth in said Consent to Assignment;

WHEREAS, in response to the COVID-19 pandemic, the Aviation Authority adopted a Resolution on April 15, 2020 granting limited deferral of Terminal Concession Fees ("Resolution");

WHEREAS, to address the continued impacts of the COVID-19 Pandemic, the Resolution was amended and restated by the Amended and Restated Resolution adopted on May 20, 2020 ("Amended and Restated Resolution");

WHEREAS, the Amended and Restated Resolution granted the Company the following options: (1) Limited Waiver of the Minimum Annual Concession Fee ("MACF"), (2) Deferral of the MACF ("Limited Deferral"), or (3) Pay in Full and On Time;

WHEREAS, on May 29, 2020, Company executed and delivered an acceptance of the Amended and Restated Resolution with the Limited Deferral elected;

WHEREAS, the Company's election of the Limited Deferral extended the Term of the Concession Agreement nine months after the scheduled concession term expiration date of January 31, 2022;

WHEREAS, pursuant to the Amended and Restated Resolution, the Term of the Concession Agreement now expires on October 31, 2022; and

WHEREAS, Company and the Aviation Authority desire to enter into this Amendment No. 7 to memorialize the impact of the Amended and Restated Resolution and to further extend the Term of the Concession Agreement to December 31, 2023 pursuant to the Aviation Authority's Board approval on September 21, 2022.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties do hereby agree to amend the Concession Agreement as follows:

1. **Definitions.** Article 1 of the Concession Agreement, entitled "Definitions," is incorporated herein by reference. Capitalized terms used but not defined or amended in this Amendment No. 7 including, without limitation, the recitals hereto, shall have the meanings assigned to such terms in the Concession Agreement.

2. **Amendment to Term.** Article 4 of the Concession Agreement, entitled "Term" shall be amended such that the Term of the Concession Agreement shall be extended for fourteen (14) months, to now end on December 31, 2023.
3. **Entire Agreement.** The Concession Agreement, together with Amendment No.1, 2, 3, 4, 5, 6 and this Amendment No. 7, constitute the entire agreement between the parties hereto with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
4. **Applicability of Remaining Provisions; Ratification.** Any provisions of the Concession Agreement not amended by Amendment No. 1, 2, 3, 4, 5, 6 or this Amendment No. 7 shall remain unaffected and in full force and effect. In the event of a conflict between the provisions of this Amendment No. 7, and any other amendment, and the Concession Agreement, the provisions of this Amendment No. 7 shall control.
5. **Counterparts.** This Amendment No.7 may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed the day and year first above written.

ATTEST:



Anna Farmer
Board Manager

Seal

GREATER ORLANDO AVIATION AUTHORITY

By: 

Kevin J. Thibault, P.E., F.ASCE
Chief Executive Officer


Date: 11/4, 2022

APPROVED AS TO FORM AND LEGALITY

On the ____ day of _____, 20____
for the use and reliance of the Greater Orlando
Aviation Authority, only.

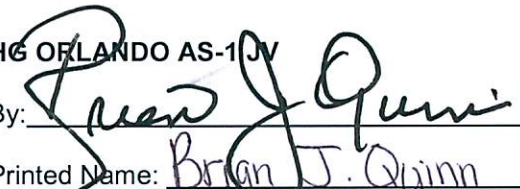
By: _____
Camille M. Evans, Esq., Virtus LLP

ATTEST:



Printed Name: Natalie Aronov
Title: Senior Counsel

GREATER ORLANDO AS-1 JV

By: 

Printed Name: Brian J. Quinn

Title: Deputy CEO
Date: October 19, 2022

OR

TWO WITNESSES:

(1) _____

Printed Name: _____

(2) _____

Printed Name: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

ATTEST:

Anna Farmer
Board Manager

Seal

By: _____
Kevin J. Thibault, P.E., F.ASCE
Chief Executive Officer

Date: _____, 20____

APPROVED AS TO FORM AND LEGALITY
On the 28th day of October, 2022
for the use and reliance of the Greater Orlando
Aviation Authority, only.

By: _____
Camille M. Evans, Esq., Virtus LLP

ATTEST: Natalie A
Printed Name: Natalie Arenov
Title: Senior Counsel

GREATER ORLANDO AS-1 JV
By: Brian J Quinn
Printed Name: Brian J. Quinn
Title: Deputy CEO
Date: October 19, 2022

OR

TWO WITNESSES:

(1) _____

Printed Name: _____

(2) _____

Printed Name: _____