

SECOND AMENDMENT TO TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT

THIS AMENDMENT NO. 2 TO TRAVEL PLAZA COMMERCIAL AGREEMENT ("Amendment No. 2") is made and entered into as of the ___ day _____, 2021, by and between **THE GREATER ORLANDO AVIATION AUTHORITY ("Aviation Authority")** and **MCO Airport Plaza, L.L.C. ("Company")**.

WHEREAS, domestic and international flights in and out of Orlando International Airport (MCO) have been dramatically impacted by the COVID-19 pandemic;

WHEREAS, the President of the United States, the Governor of the State of Florida, Mayor of Orange County, and Mayor of the City of Orlando have issued emergency declarations regarding the pandemic;

WHEREAS, public health officials, including the National Institutes of Health, United States Centers for Disease Control, Florida Department of Health and local health officials have warned U.S. residents and visitors to maintain social distancing and to avoid travel. International organizations have issued similar warnings to people around the globe. International air travel is also limited;

WHEREAS, all of these actions correspond with significant decreases in air travel to and from MCO. Passenger traffic since mid-March 2020 has decreased compared to the same period in 2019;

WHEREAS, airlines serving MCO have dramatically decreased flight operations. The limited flights being conducted are operating at limited capacity;

WHEREAS, the continued impacts of the COVID-19 Pandemic justify additional voluntary action by the Aviation Authority to address the reduction in passenger traffic in the terminal;

WHEREAS, the Aviation Authority seeks to balance the impact of the COVID-19 Pandemic upon the MCO business partners with the Aviation Authority's financial and legal obligations;

WHEREAS, MCO Airport Plaza, L.L.C. ("Travel Plaza") and the Greater Orlando Aviation Authority ("Aviation Authority") entered into a Travel Plaza Facility Commercial Agreement on July 10, 2017, and was amended by that certain Amendment No. 1, thereto (collectively, together with all amendments thereto referred to as the "**Agreement**"). In each month, Travel Plaza is required to pay the Aviation Authority one-twelfth of the Annual Rental Fee ("Annual Rental Fee") as described in that agreement;

WHEREAS, Travel Plaza opened its doors to customers on December 18, 2019, within a few short months of when the effects of the COVID-19 Pandemic were realized, meaning, in essence, that the Travel Plaza had no opportunity to generate meaningful revenue before the COVID-19 Pandemic struck the travel industry;

WHEREAS, the Aviation Authority granted the Chief Executive Officer authority to enter into contract modifications for the benefit of the Aviation Authority for contracts which did not fall into prescribed sets of Concessionaires, Rental Car Companies and Airlines;

NOW, THEREFORE, for and in consideration of the above-referenced terms, the parties agree as follows:

1. Travel Plaza shall be deemed compliant with its obligations to the Aviation Authority upon payment of 50% of its Annual Rental Fee due for the months of April 2021 through September 2021;
2. The Aviation Authority and Travel Plaza do not know if ground transportation traffic will change over time. If Travel Plaza meets or exceeds both of the targets set forth in the chart below during any month from April 2021 through September 2021, the Annual Rental Fee due for each month in which the targets are met or exceeded will change as described for those months.

TARGETS (both must be met or exceeded)	ANNUAL RENTAL FEE
150,000 gallons of fuel sold and \$100,000 in non-employee sales	75% of Annual Rental Fee
175,000 gallons of fuel sold and \$125,000 in non-employee sales	100% of Annual Rental Fee

3. All other obligations are due to the Aviation Authority on a timely basis unless specified in paragraphs 1 and 2, above;
4. If Travel Plaza fails to pay the fees due under the Agreement and this Amendment in-full and on-time, except as specified in paragraph 1, the Chief Executive Officer may immediately terminate this Amendment and require payment of 100% of the Annual Rental Fee payments due under the Agreement, including unpaid fees due through September 1, 2021.
5. 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 herein, all of the terms and provisions of 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 execute this Second Amendment to TRAVEL PLAZA FACILITY COMMERCIAL Agreement at Orlando International Airport.

ATTEST:

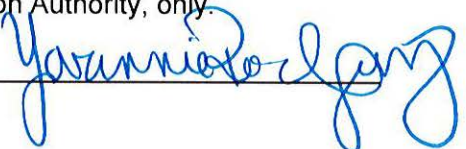
By: 
Larissa Bou-Vazquez,
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY


By: 
Phillip N. Brown, A.A.E.
Chief Executive Office

Date: 6-29-2021


APPROVED AS TO FORM AND LEGALITY
On the 28th day of June, 2021
for the use and reliance of the Greater Orlando
Aviation Authority, only.

By: 

ATTEST:

By: 
Print Name: Armand Keaton
Title: Development Director

MCO TRAVEL PLAZA, L.L.C.

By: 
Print Name: Hossein Ejtemai
Title: owner

OR TWO WITNESSES

(1) By: _____
Print Name: _____
(2) By: _____
Print Name: _____