



**GREATER ORLANDO  
AVIATION AUTHORITY**

February 20, 2023

Matthew Sayers  
Regional Finance Manager  
Menzie's Aviation USA, Inc.  
3500 William D. Tate Avenue.  
Suite 200  
Grapevine, TX 76051

Re: This First Amendment to Space/Use Agreement by and between the Greater Orlando Aviation Authority and Menzie's Aviation USA, Inc. ("Amendment")

Effective: March 1, 2023

Dear Mr. Sayers:

Reference is made to the Space/Use Agreement (the "Agreement") dated May 1, 2021 by and between the Greater Orlando Aviation Authority ("GOAA") and Menzie's Aviation USA, Inc. ("Company"). Capitalized terms contained in this letter and not otherwise defined herein shall have the definitions contained in the Agreement.

Pursuant to Paragraph 10 of the Agreement, amendments to the Agreement may be made by a revision of Attachment A and executing a numbered and dated letter of amendment. Enclosed please find revised Attachment A and Exhibits A and B to Attachment A, setting forth the new terms and conditions of the Agreement. All other provisions of the Agreement not changed by this Amendment shall remain in effect and shall be binding upon the parties. The Agreement is hereby amended as follows:

- A-1 SPACE TO BE OCCUPIED – See Exhibit A attached hereto and incorporated herein.  
A-2 SPACE RENTAL CHARGE – See Exhibit B attached hereto and incorporated herein.  
A-5 SECURITY DEPOSIT – See Exhibit B attached hereto and incorporated herein.  
A-6 TURN-IN FEE - See Exhibit B attached hereto and incorporated herein.

Please indicate your agreement to the foregoing on behalf of the Company by signing this Amendment in the space provided below. The parties acknowledge that the Agreement is hereby amended to reflect the space shown on the revised Exhibits A and B to Attachment A hereof.

ACCEPTED AND AGREED TO:


**GREATER ORLANDO AVIATION  
AUTHORITY**

By:   
box SIGN 1V3Q3P4-46ZXZ9QY

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

Date: Apr 18, 2023

**MENZIES AVIATION USA, INC.**

By: 

Name: Eric Smith

Title: SVP Finance

Date: 02/25/2023

ATTEST: 

By:   
box SIGN 466Y23P4-46ZXZ9QY

Anna Farmer  
Assistant Secretary

**ATTACHMENT A**  
**SPACE/USE AGREEMENT**  
**MENZIES AVIATION USA, INC.**

**A-1. Space to be Occupied**

Refer to Exhibit "A" to Attachment A.

**A-2. Space Rental Charge**

Refer to Exhibit "B" to Attachment A.

**A-3. Term**

The Initial Term of use and occupancy permitted under this Agreement will commence on May 1, 2021 (the "Effective Date") and expire on September 30, 2021. Renewal term shall be for a period of twelve months commencing October 1, subject to all rights of renewal and termination set forth herein.

**A-4. Insurance Requirements**

In accordance with Authority's policy and procedures the minimum coverage required is:

Automobile liability	\$1,000,000 or \$5,000,000 if AOA access required.
Commercial General Liability	\$1,000,000 or \$5,000,000 if AOA access required.
Workers Compensation	As required by the laws of Florida.
Employer's Liability	Not less than \$100,000 "each accident", \$500,000 "disease-policy limit" and \$100,000 "disease-policy – each employee"

Evidence of current coverage is to be kept on file with the Authority or its designated agents.

**A-5. Amount of Security Deposit**

Refer to Exhibit "B" to Attachment A.

**A-6. Amount of Turn-In Fee**

Refer to Exhibit "B" to Attachment A.

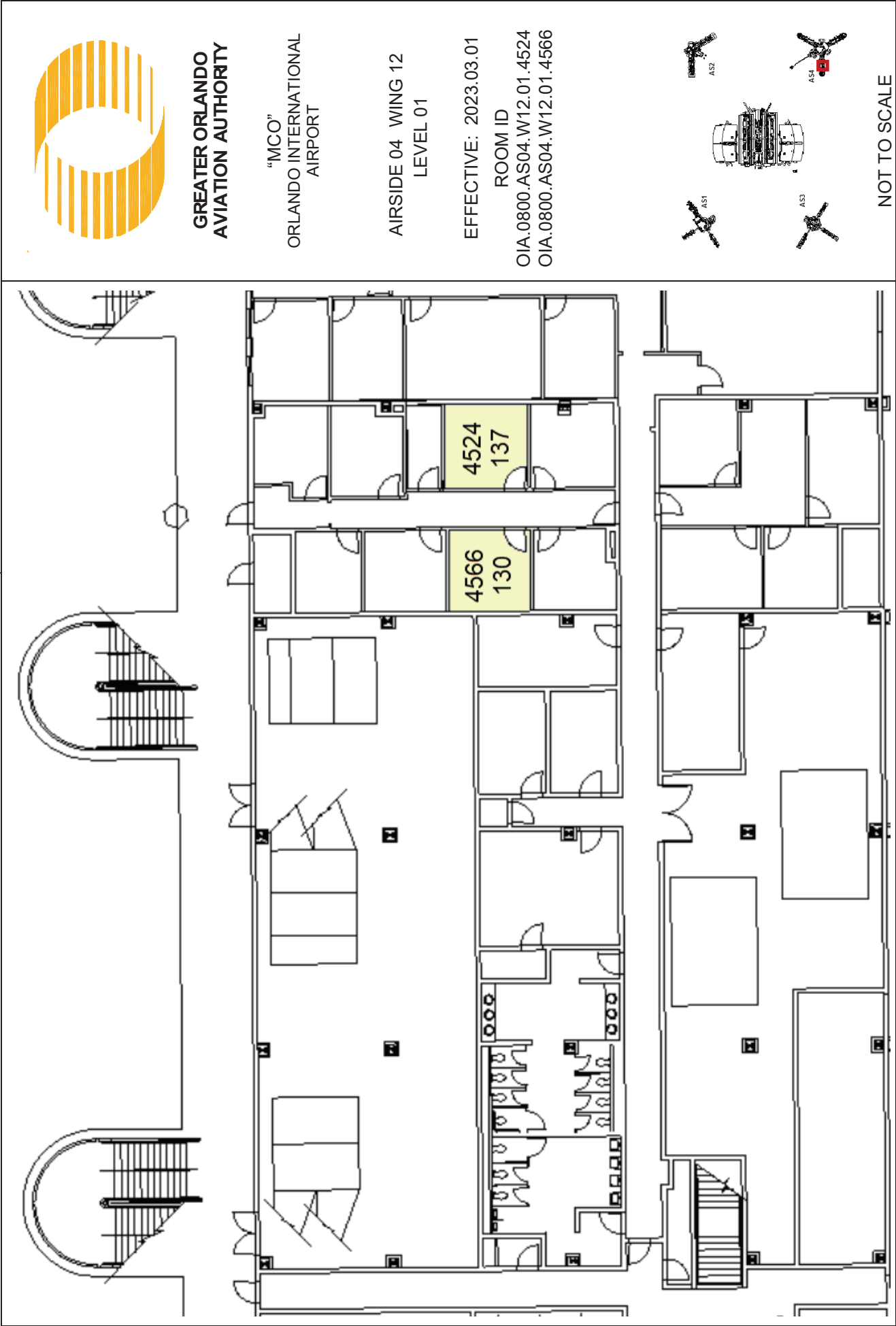
**A-7. Utility & Service Charges**

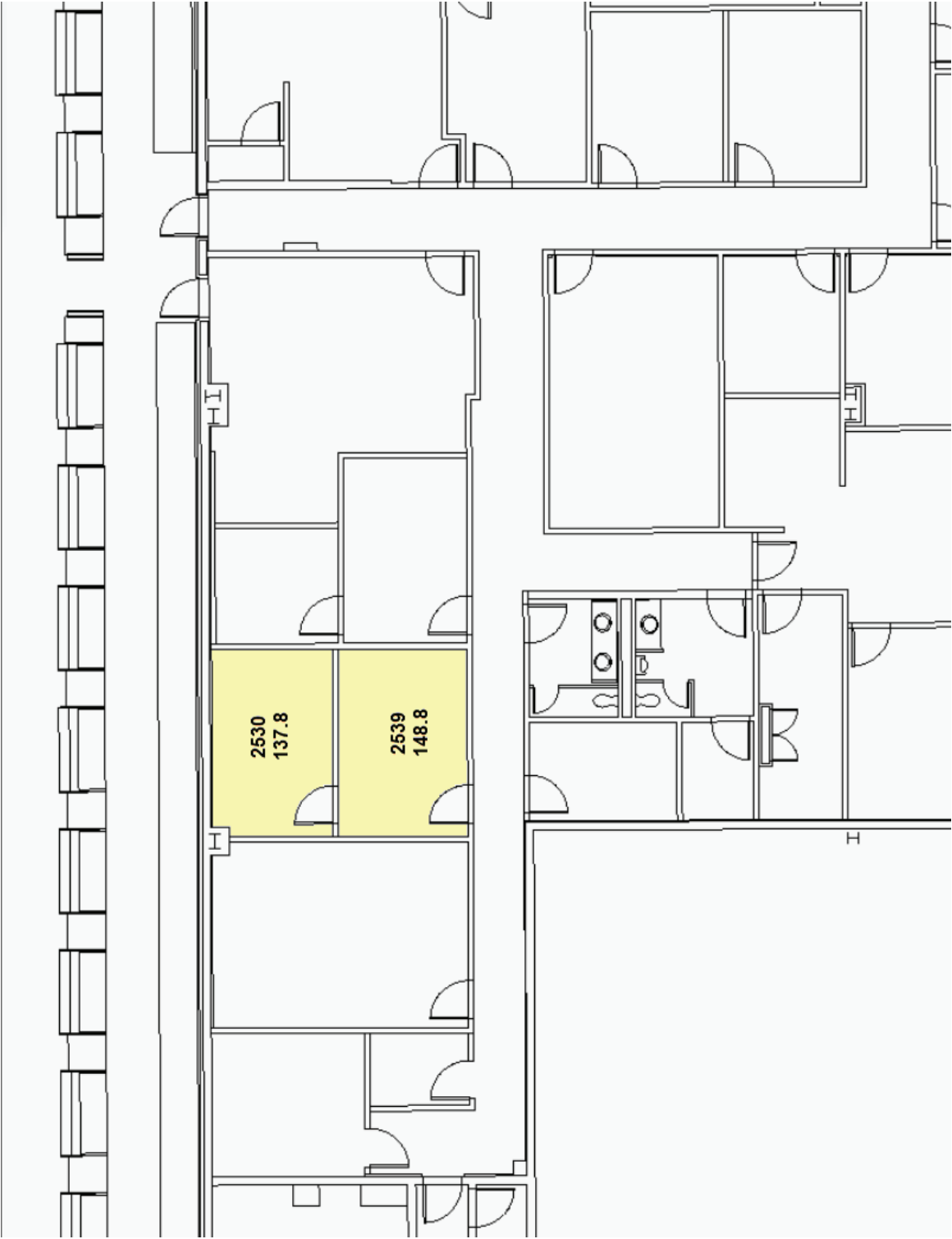
Utility/Service	Company	Authority	Comments
Electricity		✓	Service provided by Authority and included in the terminal rental rate.
Telephone	✓		Company responsibility.
Water		✓	Service provided by Authority and included in the terminal rental rate.
Sewer		✓	Service provided by Authority and included in the terminal rental rate.
Janitorial		✓	Service provided by Authority and included in the terminal rental rate.
Trash Removal		✓	Service provided by Authority and included in the terminal rental rate.
Pest Control		✓	Service provided by Authority and included in the terminal rental rate.

The Utility and Service Charges provided by Authority shall mean those areas in the Terminal. Space at the Airport, but not in the Terminal that are leased hereunder are not be included in services provided by Authority.

**A-8. Special Conditions**

The "Space to be Occupied" shall be used exclusively for the services authorized under the Greater Orlando Aviation Authority Permit Agreement No. 004050, dated October 1, 2020 ("Permit") and for no other purpose. In the event the Permit is terminated or the Permittee is no longer providing the services authorized by the Permit, then notwithstanding the provisions of Paragraph A-3 of this Attachment A, this Agreement shall simultaneously terminate, and Company shall vacate the Occupied Space within five (5) calendar days.



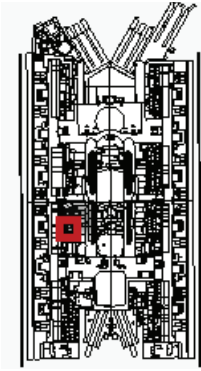


GREATER ORLANDO  
AVIATION AUTHORITY

"MCO"  
ORLANDO INTERNATIONAL  
AIRPORT

LANDSIDE TERMINAL  
ZONE NORTH CENTRAL  
LEVEL 03  
EFFECTIVE 2023-03-01

ROOM ID  
OIA.0800.NTLS.ZNC.03.2539  
OIA.0800.NTLS.ZNC.03.2530



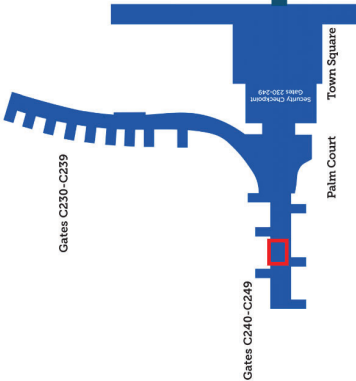
NOT TO SCALE



**GREATER ORLANDO  
AVIATION AUTHORITY**  
  
"MCO"  
ORLANDO INTERNATIONAL  
AIRPORT

AIRSIDE TERMINAL C  
WING 15 LEVEL 1

EFFECTIVE: 2023-03-01  
SPACE TO BE OCCUPIED  
OIA.1000.ASTC.W15.01.5066



**Terminal C**  
NOT TO SCALE

