

**AMENDMENT NO. 2 TO THE STC RETAIL PACKAGE 2
CONCESSION AGREEMENT**

THIS AMENDMENT NO. 2 TO STC RETAIL PACKAGE 2 CONCESSION AGREEMENT ("Amendment No. 2") is made and entered into as of the 2 day of August, 2022, by and between THE GREATER ORLANDO AVIATION AUTHORITY ("Aviation Authority") and THE MARSHALL RETAIL GROUP, LLC ("Company").

WHEREAS, Company and Aviation Authority entered into that certain STC Retail Package 2 Concession Agreement, effective October 28, 2019 (the "**Original Agreement**") as subsequently amended by that certain Amendment One to the STC Retail Package 2 Concession Agreement dated November 22, 2021 ("**Amendment No. 1**");

WHEREAS, Company and Aviation Authority desire to amend the Original Agreement to correct the Company entity name on the cover page and in the preamble of the Original Agreement; and

WHEREAS, Company and Aviation Authority desire to enter into this Amendment No. 2 to effectuate such changes.

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

1. **Modification of Cover Page.** The cover page of the Original Agreement is hereby amended to change the Company name from The Marshall Group, LLC to the correct name, The Marshall Retail Group, LLC.

2. **Modification of Preamble.** The Preamble of the Original Agreement is hereby deleted and substituted with the following:

"THIS STC RETAIL PACKAGE 2 CONCESSION AGREEMENT (the "Agreement") is made and entered into this 28th day of October, 2019 (the "Effective Date"), by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Aviation Authority"), and The Marshall Retail Group, LLC, a Delaware limited liability company."

3. **Entire Agreement.** All terms not expressly defined herein shall have the same meanings as ascribed to them in the Original 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 Original Agreement and this Amendment No. 2, the latter shall govern and control.

4. **Applicability of Remaining Provisions; Ratification.** Any provisions of the Concession Agreement not amended by Amendment No. 1, or this Amendment No. 2 shall remain unaffected and in full force and effect. In the event of a conflict between the provisions of this Amendment No. 2, Amendment No. 1, and the Original Agreement, the provisions of this Amendment No. 2 shall control.

5. **Counterparts**. This Amendment No.2 may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Two to be executed the day and year first above written.

ATTEST:

By: 
Anna Farmer
Manager of Board Services

Date: Aug 2, 2022

GREATER ORLANDO AVIATION AUTHORITY

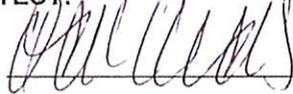
By: 
Kevin J. Thibault, P.E., F.ASCE
Chief Executive Officer

Date: Aug 2, 2022

APPROVED AS TO FORM AND LEGALITY
On the 18th day of July, 2022
For the use and reliance of the Greater Orlando
Aviation Authority, only.

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

ATTEST:

By: 
Print Name: MARK TOBIAS
Title: General Counsel

Date: 07/12, 2022

THE MARSHALL RETAIL GROUP, LLC

By: 
Print Name: Roderick McMan
Title: Chief Development Officer

Date: July 12, 2022

OR
TWO WITNESSES:

By: _____
Print Name: _____
Date: _____, 20__

By: _____
Print Name: _____
Date: _____, 20__

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Two to be executed the day and year first above written.

ATTEST:

By: _____
Anna Farmer
Manager of Board Services

Date: _____, 20__

GREATER ORLANDO AVIATION AUTHORITY

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

Date: _____, 20__

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:

By: [Signature]

Print Name: MARK TOBIAS

Title: General Counsel

Date: 07/12, 2022

THE MARSHALL RETAIL GROUP, LLC

By: [Signature]

Print Name: Roderick McOnan

Title: Chief Development Officer

Date: July 12, 2022

**OR
TWO WITNESSES:**

By: _____

Print Name: _____

Date: _____, 20__

By: _____

Print Name: _____

Date: _____, 20__