

TO: Prospective Proposers

FROM: Raymond Anderson
Senior Director, Properties
Greater Orlando Aviation Authority

DATE: March 13, 2016

SUBJECT: Invitation to Submit Competitive Proposals for the Travel Plaza Facility at Orlando International Airport and Instructions to Proposers (this "Invitation")

The Greater Orlando Aviation Authority (the "Authority") is seeking competitive Proposals for the construction and operation of a Travel Plaza Facility with associated gas pumps and convenience store located at the northeast corner of Jeff Fuqua Boulevard and South Park Place at Orlando International Airport, Orlando, Florida (the "Airport").

The Authority's goal for the Travel Plaza Facility is to provide amenities and convenient services to the Airport's passengers, meeters and greeters, rental car customers, and on-site employees, among others. The Authority plans to locate the south cell phone lot adjacent to the Travel Plaza Facility in order to provide amenities to cell lot users and complement the Travel Plaza Facility development. Directly west of the Travel Plaza Facility site, development of an automated people mover (APM) complex and intermodal facility is underway, which will be followed by the development of the first phase of the South Terminal Complex.

The following documents are enclosed and, together with this Invitation constitute the Proposal documents:

Volume A

- I. Eligibility and Proposal Form;
- II. Travel Plaza Facility Commercial Agreement;
- III-A. Agreement Bond; and
- III-B. Letter of Credit

Volume B - Appendices

- I. Airport Fact Sheet;
- II. Passenger Statistics;
- III. Regional Map with Airport; and
- IV. Airport and South Travel Plaza Map

Volume C

- I. South Airport Travel Plaza Design Criteria Document;
- II. Geotechnical Engineering Report.

A. DESCRIPTION OF TRAVEL PLAZA SITE, FACILITY AND THE AUTHORITY'S OBJECTIVES

Part A of this Invitation to Submit Competitive Proposals is a very brief summary of the principal aspects of the Travel Plaza Site and Facility, and the Authority's objectives with respect thereto. This discussion is provided solely for the convenience of the Proposers and is not intended to limit or modify any of the provisions of the Agreement. The terms and conditions of the construction and operation of the Travel Plaza Facility are set forth in detail in the Travel Plaza Facility Commercial Agreement (the "Agreement"), which constitutes ITEM II of the Proposal documents.

1. Site Information and Description of Leased Premises.

The Leased Premises is on the south side of the airport at the northeast corner of Jeff Fuqua Boulevard and South Park Place. The intersection of Jeff Fuqua Boulevard and South Park Place is currently served by a traffic signal. Jeff Fuqua Boulevard is a four lane divided road and South Park Place is a four lane undivided road. Access to the site will consist of a right-in right-out on Jeff Fuqua Boulevard and a full movement access point on South Park Place. The most recent traffic counts for Jeff Fuqua Boulevard are 27,000 average daily trips, as collected by the Authority in June 2015.

The proposed site available for Travel Plaza development is approximately 3.47 acres, which is adjacent to the site for the new south cell lot, which the Authority will be required to construct.

Directly to the east of the Travel Plaza site is one of the taxi and bus staging areas. Across from the subject site on the west side of Jeff Fuqua Boulevard is the future site of a new south terminal and intermodal complex. The design of the Travel Plaza will be required to complement the design of the new complex.

2. Rights to be Granted. [See Exhibit "A-1" to the Agreement for a diagram.]

a. The successful Proposer for the Travel Plaza Facility will be granted the non-exclusive right and obligation to develop and construct a Travel Plaza Facility including a convenience store, gas station, optional fast casual restaurant, and cell phone lot (collectively the "Improvements", the Premises and Improvements together being the "Facility"). The successful Proposer will rent, occupy, equip, furnish, operate and maintain, at its own expense, the Facility. The Facility will be located on the northeast corner of Jeff Fuqua Boulevard and South Park Place and will include:

Location	Description of Premises
Convenience Store	Total combined area cannot exceed 9,000 sq. ft.
Fast Casual Restaurant (optional)	
Parking (Authority will provide additional spaces for cell phone lot)	100 spaces
Covered Gas Station	At least 12 pumps

b. Fully Functioning Convenience Store and Optional Fast Casual Restaurant. The successful Proposer will be granted the non-exclusive right and obligation to develop, construct, operate and maintain, at its own expense a fully functioning convenience store with a maximum floor area of 9,000 square feet, including separate restrooms for men and women (accessed from the interior of the building). The restrooms must have extra stalls to accommodate use by the cell phone lot patrons. The convenience store will include 100 parking spaces contiguous with the 200 parking spaces constructed by the Authority in the cell phone lot. Additionally, the successful Proposer shall create a dry pretreatment pond to serve the Travel Plaza Facility. Any proposal that includes a convenience store of more than 4,500 square feet must include one or more fast casual restaurants, or the operator’s own integrated limited-service concept, in addition to the convenience store in its proposal.

If proposing a fast casual restaurant, the successful Proposer will be granted the non-exclusive right and obligation to develop, construct, operate and maintain, at its own expense a fully functioning fast casual restaurant with maximum floor area of 4,500 square feet and a demonstrated record of success, which must be connected to and part of the convenience store, including separate restrooms for men and women (accessed from the interior of the building which are integrated and shared with the convenience store).

In the event the successful Proposer elects not to develop the full 9,000 square feet (the undeveloped remainder of which is hereinafter referred to as the “Undeveloped Portion”), the Authority reserves the right to seek a developer for the Undeveloped Portion. The successful Proposer will be granted a thirty (30) day right of first refusal for the Undeveloped Portion prior to the Authority releasing a Request for Proposal.

c. Fully Functioning Gas Station. The successful Proposer will be granted the non-exclusive right and obligation to develop, construct, operate and maintain, at its own expense a fully functioning gas station which shall include, at a minimum: (i) at least three (3) grades of unleaded fuel approved for automobile use, stored in underground storage tanks, and dispensed to at least twelve (12) self-service fueling positions; (ii) dispensers at each fueling position which dispense at least three (3) grades of unleaded fuel and which accept at least three

(3) nationally recognized credit cards, debit cards, and at least one (1) major oil company credit card; (iii) all pump islands and fueling positions covered by an overhead canopy; and (iv) self-service equipment for car vacuuming and air dispensing. All fuel dispensed at the Travel Plaza Facility is subject to the Authority's requirement that prices be "reasonable". "Reasonable price" for fuel is defined to mean that the prices are no higher than the median prices of fuel sold at the ten closest gas stations to the Travel Plaza Facility, excluding the highest and lowest price gas stations.

The Facility is not divisible but shall be awarded to a single Proposer (if an award is made pursuant to the Proposal documents).

3. Term.

The successful Proposer will be granted possession of the Premises upon execution of the Agreement, and shall be required to open for business and commence paying Facility Fees on the earlier of: (i) the date on which the Travel Plaza Facility on the Premises opens for business, (ii) fifteen (15) calendar days from the date on which the temporary or permanent certificate of occupancy for the Travel Plaza Facility is issued, or (iii) two hundred ten (210) calendar days after the earlier of: (A) expiration of the Permitting Period or (B) receipt of the Permits. The term of the Agreement shall be a period of twenty (20) years beginning on the Rent Commencement Date as described in Article 4 of the Agreement, unless earlier terminated in accordance with the terms of the Agreement.

4. Annual Rental Fees and Privilege Fees.

a. Annual Rental Fees

Each Proposer shall be required to propose an Annual Rental Fee for the Annual Rent as outlined in Article 5.A. of the Agreement.

A proposed Annual Rental Fee of less than One Hundred Twenty Thousand Dollars (\$120,000.00) will NOT be considered.

b. Privilege Fee Payments.

The successful Proposer shall pay to the Authority for each Agreement Period of the term of the Agreement a Privilege Fee as outlined in Article 5.A. of the Agreement. The Privilege Fee is paid for the grant by the Authority of a franchise to engage in the business of operating the Facility within the Airport. The Privilege fee shall be the total of the Fuel Flowage Fee and the total of the percentages of Gross Receipts as follows:

<u>GROSS RECEIPTS</u>	<u>PERCENT OF GROSS RECEIPTS DUE AUTHORITY</u>
Non-Employee Sales (exc. Alcohol & Tobacco)	%
Alcoholic Beverages and Tobacco Products Sales	%
Employee Sales (exc. Fuel, Alcohol & Tobacco)	%

<u>Fuel Flowage</u>	<u>FUEL FLOWAGE FEE DUE AUTHORITY</u>
Fuel in Gallons Dispensed	\$00.____ CENTS/GALLON
[grade]	\$00.____ CENTS/GALLON
[grade]	\$00.____ CENTS/GALLON
[grade]	\$00.____ CENTS/GALLON

Each Proposer shall be required to propose percentage fees on: 1) non-employee sales, excluding alcoholic beverages and tobacco products; 2) alcoholic beverage and tobacco product sales; and 3) employee sales, excluding fuel, alcoholic beverages, and tobacco products. In addition, each Proposer shall propose a Fuel Flowage Fee on each gallon of fuel dispensed at the Facility gas station.

c. Annual Facility Fee.

The Annual Facility Fee shall equal the sum of the Annual Rental Fee and the Annual Privilege Fee. The Annual Privilege Fee is the sum of the percentage of Gross Receipts and the Fuel Flowage Fee.

For the period beginning on the Commencement Date and ending on _____ (the "Initial Period"), the Annual Facility Fee shall be prorated as described in Article 5.A. of the Agreement if such Initial period is longer or shorter than twelve (12) months.

5. Improvements.

a. Offsite Improvements. The Authority will construct 200 parking spaces in the cell phone lot and the retention pond within six (6) months of the Travel Plaza Facility opening. The access drives to the Travel Plaza Facility will be built in time for the opening of the Travel Plaza Facility.

b. Onsite Improvements. In order to operate a first class Travel Plaza Facility on the Premises, the successful Proposer will be required to invest as part of the Improvements to the Premises not less than Three Million Five Hundred Thousand Dollars (\$3,500,000.00). This amount must include at least Three Hundred Fifty Dollars (\$350.00) per square foot in the construction of Improvements, fixtures and furnishings (excluding equipment and inventory) in the interior of the convenience store and, if applicable, the interior of the fast casual restaurant.

The construction environment at the Airport is more controlled with more restricted access for contractors and materials due to Airport operations and security concerns. Management of construction activity at the Airport by the Facility Operator requires more time and effort than elsewhere.

Each Proposer shall describe in its Proposal a preliminary site plan and a description of Improvements it would construct specifying the minimum amount per square foot

it would expend for Improvements and the furnishings, fixtures and equipment to be constructed or installed at the Premises.

The successful Proposer will be required to refurbish as described in the Agreement and maintain the Facility as necessary and as in accordance with timing set forth in lease.

Volume C includes the Authority's South Airport Travel Plaza Design Criteria Document which the Authority requires be followed.

B. EVALUATION OF PROPOSALS

In order to allow the prospective Proposer and the Authority to share a common understanding of which evaluation criteria are more important, the Authority has categorized the evaluation criteria for this proposal shown below. There is no value or point-ranking system, Proposers are evaluated based on the evaluation criteria provided below, which are evaluated as follows (note: the criteria below are listed in no particular order of value):

Evaluation Criteria Rated as Satisfactory or Unsatisfactory

- **Financial Capability** (Proposers' financial information must show the financial ability to meet its existing obligations and those to be undertaken if successful in being awarded construction and operation of the Travel Plaza Facility at the Airport. In the event the information provided is deemed insufficient, then the successful Proposer may be required to post a 100% contract bond or letter of credit for the Annual Facility Fee)
- **Reputation** (Reputation will be considered based upon the information provided by Proposers' references. A poor reference or multiple non-responsive references may result in an Unsatisfactory rating)

Evaluation Criteria Rated According to Strength Demonstrated In Proposal

- **Demonstrated Experience and Qualifications** (Ranking will be based upon the information submitted for the depth of experience and qualifications of the Proposer in developing and operating travel plaza facilities.)
- **Quality, Variety and Price Range of Convenience Store Items** (Proposed items are expected to be of high quality and a variety of brands. Prices should be reasonable when considering the proposed products and brands.)
- **Quality, Variety and Price Range of Fast Casual Restaurant Menu (if proposed)** (Proposed items are expected to be of high quality with a

variety of foods. Prices should be reasonable when considering the proposed products.)

- **Quality of Customer Service and Operational Plan** (Information should be submitted documenting the plan of operation and customer service approach of the Proposer in operating travel service facilities.)
- **Travel Plaza Facility Improvements (for evaluation purposes only)** (Proposed Improvements should present a visually appealing Travel Plaza Facility intended to maximize appeal to the traveler, while remaining true to The Orlando Experience®. The Orlando Experience® is described in the South Airport Travel Plaza Design Criteria document. The documents submitted should provide enough detail for the Authority to understand the concept, appearance, and layout of the Travel Plaza Facility. The proposed Improvements will be considered for evaluation purposes only, and will be subject to further review and approval by the Authority after award.)
- **Financial Return to the Authority** (Ranking will be based upon a review of the proposed Annual Rental Fee, percentages of Gross Receipts, and Fuel Flowage Fees, after consideration of the reasonableness of the information presented, and the assumptions supporting the budget and pro forma submitted by Proposers.)

C. INSTRUCTIONS TO PROPOSERS

Please review the following instructions carefully prior to preparing and submitting your Proposal.

1. Each Proposal shall consist of one (1) originally executed Eligibility and Proposal Form (Volume A, Item I) (the "Proposal"). Please respond to each item individually, and do not skip answering any item on the Eligibility and Proposal Form. If an item is not applicable, please indicate "Not Applicable" or "N/A" on the blank provided. If information in response to one item is included in a response to another item, you should either repeat the information or specifically cross reference the other response. The Eligibility and Proposal Form is provided in a writable format and must be completed, executed and submitted as the original document constituting your Proposal. Please type the information requested in the Eligibility and Proposal Form except signatures. Use additional pages as necessary and index your responses to correspond to the section designation used in the completed Eligibility and Proposal Form. The Eligibility and Proposal form should be placed with all attachments in a sealed container along with eleven (11) complete, duplicate sets of all documents forming the Proposal (a total of twelve (12) sets) with the words "Proposal for Travel Plaza Facility," and the Proposer's name and address clearly indicated on the front of the container.

Proposals and modifications may be delivered by hand, by overnight delivery or by certified mail. Proposals and modifications may not be delivered in any other manner (including via facsimile).

a. If a Proposal or modification is delivered by hand it must be delivered to the Authority's reception desk on the Third Level of the Main Terminal Landside Building, Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

b. If a Proposal is delivered by overnight delivery or by certified mail, it must be sent to the attention of Raymond Anderson, Senior Director, Properties, Greater Orlando Aviation Authority, Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

Proposals will be accepted beginning on April 27, 2016, and must be received by the Authority prior to 2:00 p.m., Eastern Daylight Time ("EDT") on April 29, 2016. All Proposals timely received will be publicly opened at the time and date stated above. Any Proposal received after the time and date specified above will not be considered and will be returned unopened. The Authority has designated the U.S. Naval Observatory time as the official time for the receipt of Proposals. The U.S. Naval Observatory time can be accessed by telephone at (202) 762-1401.

No Proposal may be withdrawn after it is submitted unless the Proposer makes a written request for withdrawal, and such request is received by the Authority prior to the deadline for receipt of Proposals. Once the deadline for receipt of Proposals has occurred, no Proposal may be altered or withdrawn for a period of one hundred twenty (120) days after such deadline.

2. From the information provided in the Eligibility and Proposal Form (Volume A, Item I), it will be determined whether the Proposer has met the minimum eligibility requirements. **It is important that each Proposer carefully and thoroughly complete the Eligibility and Proposal Form.** If the Eligibility and Proposal Form is not timely submitted by the Proposer, or if, in the sole discretion of the Authority, the information contained therein is incomplete, materially defective or not responsive, the Proposal may be rejected by the Authority.

3. Any of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of its Proposal:

a. Submission of more than one (1) Proposal for the Facility by an individual, firm, partnership or corporation under the same name or a different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;

b. Evidence of collusion between or among Proposers; or,

c. Being in arrears on any reports, fees, rent or other monies owed to the Authority, past or present litigation with the Authority, or past or present default under any contract with the Authority, or the failure to execute an agreement after the award of a concession or procurement contract with the Authority.

4. The Authority reserves the right, in its sole discretion, to waive any informalities or irregularities of a Proposal, except that (i) the Authority will not waive the requirement that a Proposal, complete in all material respects, be received by the Authority by the time and date specified for the receipt thereof, and (ii) the Authority will not consider any Proposal which does not conform in all material respects to the terms of this Invitation to Submit Competitive Proposals including a commitment to execute the Agreement by the Proposer and a commitment by the Guarantor to execute the Agreement of Guaranty, if applicable, in the form attached hereto.

5. The Authority reserves the right to request clarification of information submitted in any Proposal, to require additional information from any Proposer, or, in the Authority's sole discretion, to reject any or all Proposals for any reason and to readvertise or not to readvertise for Proposals.

6. The Authority also reserves the right to extend the date and time period during which it will accept Proposals and to extend the date or time scheduled for the opening of Proposals. The Authority may, but is not required to, conduct interviews with the Proposers.

7. Each Proposal which has not been rejected will be evaluated and ranked by the Concessions/Procurement Committee of the Authority (the "Concessions Committee"). The Concessions Committee will rank the responsive Proposals. The findings and recommendations of the Concessions Committee will be forwarded to the Authority's Board, which may make the award.

8. **A Mandatory Pre-Proposal Conference will be held on March 29, 2016, at 10:00 a.m., Eastern Daylight Time "EDT," in the Carl T. Langford Board Room, Level 3 of the Main Terminal Complex, at Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399. A REPRESENTATIVE OF EACH PROSPECTIVE PROPOSING ENTITY IS REQUIRED TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE AND TO SIGN THE AUTHORITY'S ATTENDANCE ROSTER ON BEHALF OF THE PROPOSING ENTITY PRIOR TO THE MANDATORY PRE-PROPOSAL CONFERENCE ADJOURNING IN ORDER FOR A PROPOSAL TO BE CONSIDERED BY THE AUTHORITY. ITEMS OF IMPORTANCE WILL BE DISCUSSED AT THE MANDATORY PRE-PROPOSAL CONFERENCE THAT WILL IMPACT THE TRAVEL PLAZA FACILITY. Requests for changes to the terms and conditions of the Agreement should be made at the Mandatory Pre-Proposal Conference, since submission of a Proposal constitutes the Proposer's commitment to execute the Agreement (Item II) in the form attached hereto, if the Proposer is awarded the Agreement.** Due to time constraints, the Authority will not respond to any comments or questions regarding the Proposal documents submitted after 5:00 PM EST on April 19, 2016.

9. Other than during the Mandatory Pre-Proposal Conference, the Authority shall not be required to provide to any prospective Proposer oral interpretations as to the meaning or consequence of any material portion of the Proposal documents. Requests for interpretation, clarification or correction of Proposal documents, forms or other material in the Proposal documents should be made at the Mandatory Pre-Proposal Conference or in writing during the

subsequent question and answer period following. Any responses will be provided by the Authority in writing. Questions or issues raised at the Mandatory Pre-Proposal Conference or during the question and answer period, which, in the Authority's discretion, necessitate changes to the Proposal documents, will be the subject of an addendum to these Proposal documents at the conclusion of the question period, and will be made available through the electronic media that the Proposal documents were initially made available, and will be sent to all parties to whom Proposal documents have been issued directly by the Authority. It is the responsibility of each Proposer to ensure that it has received and reviewed any and all such response(s) or addendum. Except at the Mandatory Pre-Proposal Conference, each request for clarification or revision to the Proposal documents shall be made electronically, via e-mail to Raymond Anderson, Senior Director, Properties, at raymond.anderson@goaa.org with a copy to Robert B. Copeland, Assistant Director of Commercial Properties, Orlando International Airport at bcopeland@goaa.org (the "Authority's Representatives").

10. The Authority has adopted a policy on lobbying activities which is available at the Authority's reception desk, or by calling (407) 825-2001. **The policy on lobbying activities prohibits communication between a lobbyist and any Authority staff who are members of any committee constituted for the purposes of ranking proposals, letters of interest, statements of qualifications or bids and thereafter forwarding recommendations to the Board and/or Board members from the time that a Request for Proposals, Request for Letters of Interests, Request for Qualifications or Request for Bids is released to the time that the Board makes an award.**

11. All Proposals and supplemental documents, where required, must be signed by an individual proprietor, a general partner of a partnership, a managing member of a limited liability company, or an authorized officer of the Proposer, and must be properly witnessed or attested. If any officer or agent other than the owner of a sole proprietorship, a general partner of a partnership, a managing member of a limited liability company, or the president or vice president of a corporation, shall execute any contract document on behalf of the Proposer, the Authority shall be furnished satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the Proposal documents signed by him or her.

12. The successful Proposer shall provide to the Authority, upon the execution of the Agreement, and shall thereafter maintain in effect throughout the Term thereof, an Agreement Bond or Letter of Credit in the form attached to the Agreement, in accordance with Article 8 thereof. The amount shall be equal to fifty percent (50%) of the Annual Rental Fee during the Initial Period, unless, in the sole discretion of the Authority, the financial statements submitted by the otherwise successful Proposer are insufficient for the Authority to determine the Proposer's financial capability, in which event, the Authority may require the successful Proposer to submit an Agreement Bond or Letter of Credit in the amount of one hundred percent (100%) of the Annual Rental Fee. On the first day of each Agreement Period following the Initial Period, the Agreement Bond or Letter of Credit shall be adjusted to an amount equal to fifty percent (50%) of the Annual Rental Fee, unless the financial statements submitted with the Proposal were deemed insufficient by the Authority, in which event, the amount of the Agreement Bond or Letter of Credit shall equal one hundred percent (100%) of the Annual Rental Fee.

13. The successful Proposer shall, within thirty (30) days after the receipt of the Agreement from the Authority, together with the Authority's written request that it be executed by the successful Proposer, deliver to the Authority, two (2) fully executed copies of the Agreement (provided by the Authority), along with the Agreement Bond or Letter of Credit in the form provided with the Agreement, as well as copies of any affidavits, certificates, or other documents required to be provided to the Authority upon execution of the Agreement. Failure on the part of the Proposer to whom the Facility has been awarded to execute and deliver to the Authority the Agreement and other documents required by the Authority, within the time herein permitted, shall be just cause for cancellation of the award by the Authority, unless such period is extended by the Executive Director in his sole discretion. In such event, or in the event of the Proposer's attempt to withdraw the Proposal within the one hundred twenty (120) days following the deadline for the receipt of the Proposals, the Proposer shall be liable to the Authority for all of the Authority's damages arising out of the Proposer's breach of its obligations set forth herein, including, but not limited to, the Authority's cost of resoliciting Invitations to Submit Competitive Proposals, if new Proposals are solicited, any difference between the guaranteed financial return to the Authority presented by the breaching Proposer's Proposal and the guaranteed financial return to the Authority presented by the Proposal submitted by the Proposer that receives the re-awarded Agreement, regardless of whether the Authority awards the Agreement to the next ranked Proposer or elects to solicit new Invitations to Submit Competitive Proposals, and the Authority's costs, expenses and Attorneys' Fees, as defined in the Agreement.

14. The Authority may negotiate the balance of the terms of any condition or provision of the Agreement with the successful Proposer after award of the Facility. The Authority further reserves the right to cancel its award of the Facility to any Proposer without the Authority having any liability to such Proposer at any time before the Agreement with such Proposer has been fully executed and delivered to such Proposer.

15. No Agreement shall be deemed to be in effect until the Authority has executed the same and a fully executed copy has been returned to the Proposer.

16. Please be advised that all meetings of the Concessions Procurement Committee to evaluate and rank Proposals and all meetings of the Authority's governing Board to consider awards of the Concessions are duly noticed public meetings and that all documents submitted to the Authority as a part of a Proposal constitute public records under Florida laws. Proposers are invited to attend all of these public meetings.

17. Public Entity Crimes. The Proposer represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and further represents and warrants to the Authority that, to the best of its knowledge and good faith belief, neither Proposer nor any affiliate of Proposer has ever been convicted of a public entity crime. Proposer acknowledges receipt of the following notice that Section 287.133(2)(a), Florida Statutes provides:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair

of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

18. The Authority has adopted a "Code of Ethics and Business Conduct" policy which addresses, among other things, the obligations of the Authority's employees with respect to interests in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could lead an Authority employee to violate the policy is sufficient cause for the denial of the right of the Proposer to submit a Proposal or propose on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Executive Director. A copy of the policy is available upon request from the Manager of Board Services by calling (407) 825-2032.

The Greater Orlando Aviation Authority appreciates your interest in the Travel Plaza Facility and in the Orlando International Airport.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Greater Orlando Aviation Authority

TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT

Orlando International Airport

Orlando, Florida

Effective Date

Company

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**TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 201_, 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 "Authority"), and _____, a _____ whose address is _____ (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Operation and Use Agreement dated August 31, 2015 with the City of Orlando (hereinafter referred to as "City"), the Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, Authority has designated a site near the South Terminal Complex as a location for a travel plaza for the benefit and convenience of passengers and other visitors, to include a gas station, convenience store, , and a cell phone lot for those waiting to pick up arriving passengers; and

WHEREAS, Company has been awarded this Agreement pursuant to a competitive process; and

WHEREAS, Company warrants to Authority that it meets the eligibility criteria, and it is qualified to conduct the business and meet the obligations hereinafter stated;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

A. **"Affiliate"** of any person shall mean any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with such specified person. For the purpose of this definition, "control", when used with respect to any specified person means the power to direct the management and policies of such person directly or indirectly, whether through the ownership of voting securities, by control or otherwise.

B. **"Agreement"** means this Travel Plaza Commercial Lease Agreement by and between Authority and Company.

C. **"Agreement Period"** means the Initial Period and each subsequent twelve-month period beginning in _____ and ending in _____ during the term of this

Agreement; provided, however, that with respect to any year in which the term of this Agreement expires or is terminated in accordance with the provisions of this Agreement, Agreement Period shall mean the period from the first day of the Initial Period or other Agreement Period to the date of expiration or termination of the term.

D. **"Annual Rental Fee"** means the fee paid to the Authority for the use and occupancy of Premises provided pursuant to this Agreement, separate and apart from the Fuel Flowage Fee and Gross Receipts component of the Annual Privilege Fee. The Annual Rental Fee shall be the rental fee described in Article 5.A.1 as adjusted in accordance with Article 5.A.1.b.

E. **"Attorneys' Fees"** means attorneys' fees and costs, including, without limitation, fees and charges for the services of paralegals or other personnel who operate for and under the supervision of the attorneys and whose time is customarily charged to clients.

F. **"Executive Director"** means the Executive Director of the Authority or his designee.

G. **"Expendable"** means any item with a useful life of less than one (1) year, including, but not limited to, china, glasses, utensils and linen.

H. **"Facility"** means the Premises and Improvements.

I. **"Fuel Flowage Fee"** means the fee paid to the Authority of _____ per gallon of liquid fuel sold, pumped, or otherwise dispensed from the Facility.

J. **"Gross Receipts"** means all receipts derived or earned by Company, or any affiliates of Company, or any of its subtenants, licensees or concessionaires (excluding any rent required to be paid by any subtenant, licensee or concessionaire to Company) from operations on the Facility including, but not limited to, the sale of all goods and services authorized to be sold pursuant to the terms and conditions of the Agreement made on or about, or otherwise originating from the Facility, from any source whatsoever; adjusted by the deduction of the following, provided that separate records are maintained for such deductions:

1. The amount of any separately stated federal, state or local sales, use, excise or gross receipts taxes imposed upon the sale of merchandise or services at the Facility and collected by Company and remitted to the appropriate taxing authority;
2. Credits or refunds to customers for items or services at the Facility;
3. Proceeds realized from the sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business;
4. Receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers;

5. Customary discounts given by Company on sales of merchandise or services to Company's employees, if separately stated, and limited in amount to not more than one percent (1%) of monthly Gross Receipts;
6. Exchange of merchandise between stores or warehouses owned by or affiliated with Company;
7. Proceeds from the sale of but not from the redemption of gift certificates or like vouchers;
8. The sale or transfer in bulk of the inventory of Company to a purchaser of all or substantially all of the assets of Company in a transaction not in the ordinary course of Company's business; or
9. Receipts from sales of gasoline, diesel fuel, or other liquid fuel required to be reported as part of the Fuel Flowage Fee.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained, bad checks, or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for products authorized to be sold pursuant to the terms and conditions of the Agreement or other operations or businesses is not assessed, charged or collected, for any reason other than pursuant to a *bona fide* written marketing plan approved by the Executive Director (e.g., reasonable airport or airline employee discounts), then the amount of Company's customary charge therefor shall nevertheless be included in determining Gross Receipts. Company's Gross Receipts shall be computed and audited in accordance with the provisions of the Agreement. In the event of any conflict between the provisions of the Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control, and the provisions of the Agreement shall not be limited by such accounting principles or audit standards per the provisions of this Agreement.

K. **"Improvements" or "improvement"** means improvements constructed by Company and described in Article 2.B.6. which are affixed to the Premises or affixed to any Improvement thereto and which cannot be removed without material damage to the Premises or another Improvement.

L. **"Initial Period"** means the period which begins on the Rent Commencement Date and ends _____.

M. **"Premises"** means the area described in Article 2.A below in which Company is granted the right to operate the Facility in accordance with the terms and conditions of this Agreement.

N. **"Privilege Fee"** shall mean the fee paid to the Authority, as further defined in Article 5.A, for the granting by the Authority of a franchise to engage in the business of operating the Travel Plaza Facility within property operated and controlled by the Authority, which right is an intrinsically valuable intangible personal property interest, and is separate and distinct from any right or interest in the real property owned by the Authority.

O. **"South Terminal Complex"** means collectively the South Landside building, south parking garages, the Intermodal Transit Facility, and all accompanying roadways at the Airport existing as of the Effective Date of this Agreement.

P. **"Travel Plaza Facility"** means the convenience store, gas station, cell phone lot, other such amenities, landscaping, all storage tanks, petroleum dispensing pumps, and pipes constructed by the Company on the Premises. The Travel Plaza Facility provides convenient amenities to the Airport's passengers, meeters and greeters, rental car customers, and on-site employees.

ARTICLE 2 – PREMISES AND IMPROVEMENTS

A. Premises to be Provided by the Authority; Condition of Premises.

1. Authority shall provide and Company shall accept a parcel of land, comprising 3.47 acres, more or less in size, located at the Airport ("**Land**") as approximately depicted as the Travel Plaza and South Cell Lot on **Exhibit "A-1"** attached hereto and incorporated herein by reference, together with any fixtures, fences, utility installations, parking facilities, landscaping and irrigation systems currently existing or hereafter located thereon ("**Authority Fixtures**") (the Land and Authority Fixtures collectively referred to as the "**Premises**"). Company accepts the Premises in their "as is" "where is" condition. Company acknowledges that Authority has made no representations or warranties relating to the suitability of the Premises for any particular use, and unless otherwise expressly provided in this Agreement, Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises. Company shall not permit any unlawful nuisance, waste or injury on the Premises. At the expiration or earlier termination of this Agreement, Company agrees to surrender the Premises and all Improvements in good condition, broom clean and free of all property of Company, ordinary wear and tear excepted; provided, however that at the option of the Authority, Authority shall have the right to require Company to demolish any Improvements so identified by Authority. Upon written notice from the Authority, Company shall demolish and remove the identified Improvements at Company's cost and return the site to grade level.

2. **Offsite Improvements:** The Authority will construct 200 parking spaces in the cell phone lot and the retention pond, as depicted on **Exhibit "A-3"**, within six (6) months of the opening of the Travel Plaza Facility. The Authority will construct the access drives to the Travel Plaza Facility in time for the opening of the Travel Plaza Facility.

B. Improvements to be Constructed by Company.

1. **Feasibility Period.** Company's obligations under this Agreement are conditioned upon (a) Company determining in Company's sole discretion, whether it will be economically and practically feasible to develop on the Premises a Travel Plaza Facility, (b) Company obtaining a Phase I Environmental Assessment Report (as required by Article 10.B below) satisfactory to Company in its sole discretion, (c) Company obtaining a title commitment and survey satisfactory to Company in its sole discretion and (d) Authority curing, if Authority elects to do so, any title objections raised by Company to Company's satisfaction, each item in

clauses (a) through (d) inclusive within one hundred twenty (120) days after the Effective Date (the "**Feasibility Period**"). If Company determines that the Premises is not acceptable to Company due to Company's dissatisfaction with the result of any item referenced in clauses (a) through (d) of this Article 2.B, Company may cancel this Agreement by giving written notice to the Authority prior to the expiration of the Feasibility Period, together with a written explanation of Company's dissatisfaction; provided, that Company's right to terminate under this section shall be at Company's sole and absolute discretion. Unless Company timely exercises its right to cancel granted in the foregoing sentence, any condition on Company's obligations to perform, granted in this Article 2.B shall be deemed waived.

2. **Approvals.**

a. Prior to commencement of construction of any Improvements, and prior to commencing to renovate, enlarge, demolish or modify any Improvements now or hereafter existing on the Premises, Company must obtain the approval of the Executive Director. Company shall submit the plans and specifications (prepared in accordance with the Airport Design Guidelines and under the seal of a duly licensed architect or engineer) to Authority for its approval (the "**Plans**"). The Authority shall not unreasonably withhold its approval of the Plans. The Authority shall review, and either approve or disapprove of, Company's Plans for Company's building prior to the later of: (i) ninety (90) days after the expiration of the Feasibility Period or (ii) ninety (90) days after receipt by Authority of said elevations for Company's building. Any modifications to the approved Plans desired by Company or required to obtain any Permits shall be submitted in the same fashion to the Authority for approval; provided, however, that minor changes which affect only the aesthetic, design layout, building elevation or exact location of improvements within the Premises may be made without the Authority's prior consent so long as such changes comply with all of the laws and other requirements referenced in Article 2 of the Agreement and notice of any such change is promptly provided to the Authority. Without limiting the generality of the foregoing, changes to the Plans which affect or impact: (i) Authority's use or development of the Airport or any other off-Premises property; (ii) any existing permit issued to the Authority or any of its lessees or licensees; (iii) the access points to and from the Premises and the Airport; (iv) the placement or location of the stormwater drainage or retention system required for development of the Premises; or (v) the placement or location of Utility Lines, as defined in Article 2.B.12 below, to and from the Premises must be submitted to the Authority for approval. Authority will review such requests for modification in a timely manner and provide Company with its approval or an indication of additional requirements necessary to obtain its approval so as to avoid unduly delaying completion of the Improvements.

b. In the event Authority does not approve the Plans, it shall notify Company of the changes required to be made (including reference to those portions of this Agreement, the Airport Design Guidelines and the Master Plan forming the basis for disapproval, if applicable), and Company shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Authority for approval. In the event the Authority does not approve or reject the Plans within ninety (90) days after the later of (i) the date of its receipt thereof or (ii) the expiration of the Feasibility Period (the "**Review Period**"), and provided that Company notifies Authority not more than ten (10) and not less than five (5) business days prior to the expiration of the Review Period that the maximum period between the expiration of the Permitting Period and the Rent Commencement Date as set forth in Article 5.A.1.a will be extended if the Authority does not approve or reject Company's Plans by the expiration of the

Review Period, then such maximum period between the expiration of the Permitting Period and the Rent Commencement Date shall be extended by one (1) day for each day from the expiration of the Review Period to the date on which Authority approves or rejects the Plans. Notwithstanding the foregoing, Company shall be required to diligently pursue completion of the Plans, approval thereof by the Authority and construction of the Travel Plaza Facility, and the foregoing shall not in any way alter Article 5.A.1.a(i) and (ii) which provide that the Rent Commencement Date shall occur on the earlier of: the date on which the Travel Plaza Facility on the Premises opens for business or fifteen (15) calendar days from the date on which the temporary or permanent certificate of occupancy for the Travel Plaza Facility is issued.

c. Authority's approval of any Plans submitted by Company shall not constitute the assumption of any liability by Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for Company's intended purpose, and Company shall be solely responsible for the Plans. Authority's approval of the Plans shall not constitute a waiver of Authority's right thereafter to require Company, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to Company's Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.

3. **Permitting.** Company, at its own expense, shall apply for all licenses and permits and other authorizations (collectively, the "**Permits**") needed to construct Improvements (as hereinafter defined) on and off the Premises, and shall pay all applicable impact fees relating thereto. All vertical improvements, after plan approval by the Authority, must be permitted by the City of Orlando. All horizontal improvements, after plan approval by the Authority, must be permitted by the Authority. Company shall have a period of one hundred eighty (180) days from the expiration of the Feasibility Period to obtain said Permits the "**Permitting Period**"). Without limiting anything contained herein, Improvements shall include the construction of the Travel Plaza Facility as defined in Article 1 above. Except for delays caused by the Authority and delays caused by *Force Majeure* (as defined herein), Company shall submit for its Permits no later than ninety (90) days after the expiration of the Feasibility Period. Any construction by Company shall be in accordance with all laws and building codes. In the event Company is unable to obtain the required Permits within the Permitting Period, Company shall have the right to terminate this Agreement by giving written notice to Authority not less than ten (10) days after the expiration of the Permitting Period, in which event there shall be no further liability hereunder between the parties, except for liabilities which specifically survive the termination of this Agreement or for liabilities arising prior to the date of such termination. Unless Company timely exercises its right to cancel granted in the foregoing sentence, any condition on Company's obligations to perform, granted in this Article 2.B.3 shall be deemed waived.

4. **Construction.**

a. Subject to the terms of Article 2.B.1 of the Agreement, construction of the Travel Plaza Facility shall commence upon approval of Company's Plans by the Authority, the issuance by the Authority of a notice to proceed, and the receipt by Company of all requisite permits and approvals; provided, however, that Company shall diligently pursue

completion of such Plans and approval thereof by the Authority, and shall diligently seek to obtain all requisite permits and approvals. All Improvements shall be constructed in accordance with the approved Plans, the Airport Design Guidelines, and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations. Prior to construction of any Improvements on the Premises, Company shall pay to Authority an amount equal to any impact fee credit received by Company associated with the previous or existing use of the Premises as of the Effective Date, together with any sales tax due thereon.

b. Company shall require the designer of record and Company's mechanical, electrical and plumbing contractors or subcontractors: to (a) provide construction administration and inspection services throughout construction on the Premises, one (1) inspection weekly at a minimum, and (b) to attend weekly construction meeting with the Authority's representatives.

c. Improvements to the Premises are required to be substantially completed as determined by Company's architect and engineer and the Executive Director prior to opening of the Facility for business. All punch list work shall be completed within thirty (30) days of substantial completion. Company agrees that, should the Authority allow Company to open for business prior to completion of all punch list work, Company will issue a cashier's or certified check to the Authority to be held in escrow until completion of the work. The amount of the check will be five (5) times the estimated value to complete the work or Fifty Thousand Dollars (\$50,000.00), whichever is greater. In the event the punch list work has not been completed within thirty (30) days of substantial completion, the Authority shall have the right, but not the obligation, to use these funds to complete the Improvements, or if the escrow funds are insufficient to complete the Improvements, Company shall be obligated to reimburse the Authority any remaining balance due within ten (10) days of written notice by the Authority.

d. At all times during the construction and installation of all Improvements and all other Improvements, fixtures, trade fixtures, furnishings and equipment by the Company, Company shall coordinate the activities of its contractors and installers on the Premises with Authority.

5. **No Liens, Claims and Encumbrances.**

a. Except as otherwise allowed as related to Leasehold Mortgagees, as further set forth in Article 12 of the Agreement, Company hereby warrants and covenants to Authority that all Improvements now or hereafter erected on the Premises shall be at all times free and clear of all liens, claims and encumbrances and, hereby agrees to indemnify and hold Authority and the City harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees relating to or arising out of any lien, claim or encumbrance arising from Company's use or operations on the Facility. If any such lien or notice of lien on account of the alleged debt of Company shall be filed against the Facility, Company's Leasehold interest therein or any Improvements, the Company shall, within thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Prior to construction of any Improvements at the Premises, Company shall record and post a Notice of Commencement and all applicable payment bonds in accordance with applicable laws. No work hereunder shall be commenced

until Company or its contractor, at Company's sole cost and expense, provides to Authority, from a company reasonably acceptable to the Executive Director: (i) a surety payment bond for the benefit of Authority in the form attached hereto as **Exhibit "B"** in an amount equal to the total estimated cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, (ii) a surety performance bond for the benefit of Authority, in the form attached hereto as **Exhibit "C"**, in an amount equal to the total estimated cost of the work, which shall guarantee the prompt completion of the work by Company in accordance with the Plans, and (iii) a policy of builder's risk insurance satisfying the requirements of Article 9.C of the Agreement.

b. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Facility or any part thereof. Notice is hereby given that the Authority shall not be liable for any labor or materials or services furnished or to be furnished to Company upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Authority in the Facility or in this Agreement. All persons dealing with the Facility and with Company are hereby put on notice that Company does not have the power to deal with the Facility in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of Company or persons dealing by, through or under Company, are hereby put on notice that they must look solely to the Company and not to the Premises or any part thereof or to this Agreement for the payment of all services, labor or materials performed upon or delivered to the Premises.

6. **Travel Plaza Facility Improvements.** Company shall construct on the Premises:

a. A fully functioning gas station which shall include, at a minimum:

- i. at least three (3) grades of unleaded fuel approved for automobile use, stored in underground storage tanks, and dispensed to at least twelve (12) self-service fueling positions;
- ii. dispensers at each fueling position which dispense at least three (3) grades of unleaded fuel and which accept at least three (3) nationally recognized credit cards, debit cards, and at least one (1) major oil company credit card;
- iii. all pump islands and fueling positions covered by an overhead canopy;

b. Self-service equipment for car vacuuming and air dispensing;

c. A fully functioning convenience store with a maximum floor area of 9,000 square feet, including separate restrooms for men and women (accessed from the interior of the building). The restrooms must have ____ stalls for men and ____ stalls for women to accommodate use by the cell phone lot patrons. In the event Company does not

include a fast casual restaurant in its plans, then Company will only build out as much space as agreed with the Authority;

d. (If more than 4,500 square feet are leased under this Agreement) a fast casual restaurant, or operator's own integrated limited-service fresh food concept, with maximum floor area of 4,500 square feet, including separate restrooms for men and women (accessed from the interior of the building) and connected to and part of the convenience store building; and

e. Outside, but immediately adjacent to, the convenience store (at a location to be approved by the Authority) 100 parking spaces and dry pretreatment pond serving the Travel Plaza Facility, , which shall be maintained by Company during the term of this Agreement and any extensions thereof, to be used by the public (free of charge) as "cell phone lot" spaces.

f. All associated improvements required by the Orlando Building Code and Orlando Land Development Code or any governmental entity, including, but not necessarily limited to, automobile parking, lighting, utility lines, fire protection, storm water detention, retention, and control systems, fencing, berms, landscaping, and roads and driveways for ingress, egress, and circulation.

g. A landscaped buffer around the perimeter (but outside the boundaries) of the Premises, which will be irrigated with an underground sprinkler system. Landscaping types and number of plantings are expected to exceed local code requirements. Specific plant types, numbers, locations and density will require review and approval by the Authority as part of the project's Permit process.

h. Company may also make any other improvements, repairs, or alterations on the Facility that may be reasonably necessary to utilize the Facility for the allowed use, as approved by the Authority in its sole discretion.

7. **Offsite Improvements.** The Authority will construct 200 parking spaces in the cell phone lot, the retention pond, and access drives to the Travel Plaza Facility within six (6) months of the opening of the Travel Plaza Facility. The Offsite Improvements are depicted on **Exhibit "A-3"**. The access drives will be built to ensure that access is available in time for the opening of the Travel Plaza Facility.

8. **Minimum Cost of Improvements.** Company also agrees to expend for Improvements, fixtures and furnishings at the Premises, not less than Three Hundred Fifty Dollars (\$350.00) per square foot in the construction of the Premises.

9. **Post-Construction.**

a. **Survey.** Within ninety (90) days after completion of construction of the Improvements, Company shall, at its expense, provide Authority with record drawings and surveys showing the "as built" condition of any Improvements constructed by Company. Company shall also furnish, at its expense, an 8½ x 11" survey (the "**Survey**"). The Survey and legal description for the Land thereon shall be designated as **Exhibit "A-2"** and added, as

an amendment to this Agreement, as the description of the Land for the purposes of this Agreement. Any discrepancies between **Exhibit "A-1"** attached hereto and the **Exhibit "A-2"** with respect to square footage shall be adjusted accordingly at such time. It is acknowledged and agreed that the exact boundaries of the Premises shall be determined by the Survey. The Survey shall be prepared by a surveyor licensed by the State of Florida and shall be certified to Authority as being prepared in accordance with the minimum technical standards as set forth in the Florida Administrative Code. Company leases the Premises subject to, and Company agrees to comply: (i) with all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses, (ii) with all covenants, easements and restrictions of record, (iii) materially with all applicable conditions of the Greater Orlando Aviation Authority Master Design Guidelines, dated December, 2004, which include the Tenant Design Guidelines, dated August, 2002, as the same may be amended from time to time (collectively "**Airport Design Guidelines**"), and (iv) materially with all applicable conditions of the master plan for development of the Airport most recently approved by the Federal Aviation Administration or its successors ("FAA"), as may be amended from time to time (the "**Master Plan**").

b. **Written Statement of Actual Costs.** Company shall, within ninety (90) days following the completion of construction, installation or alteration of any Improvements, fixtures, furnishings, signage, trade fixtures and equipment at the Premises, provide to the Executive Director a written statement setting forth the actual costs thereof, in such detail with respect to the cost of the various elements thereof as the Executive Director may require, and such statement shall be certified by an officer (if Company is a corporation), a partner (if a partnership), or the owner (if a sole proprietorship), of Company. Company shall make available to the Executive Director, upon the Executive Director's request, receipted invoices for labor and materials covering all Improvements, including architectural and engineering fees, fixtures, furnishings, signage, trade fixtures and equipment. In addition, within ninety (90) days after completion of construction, Company shall, at its expense, provide the Executive Director with record drawings showing the "as built" condition of all Improvements constructed by Company on the Premises in both hard copy and electronic format acceptable to the Authority as outlined in the Design Criteria Travel Plaza Facility attached hereto as Appendix 2. Company shall further provide the Executive Director with such information and supporting documents pertaining to the cost and replacement value of the improvements to the Premises as the Executive Director may from time to time request. The statements, receipts, reports, drawings, etc. required in this Article 2.B.9 shall be supplied separately for the convenience store, fast casual restaurant, gas station, and cell phone lot.

10. **Non-Interference with Airport.** Company agrees to refrain from and prevent any use of the Facility or the Airport which would interfere with, disturb, or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard or a nuisance. Company shall make no unlawful, improper, or offensive use of the Facility, and shall immediately cease such use upon receipt of a written demand from the Authority.

11. **Signage.** Company must submit all signage design to the Authority for review and approval as to the size, location, text, material, and appearance, which approval will not be unreasonably withheld.

12. **Non-Exclusive License.** During the term of this Agreement, Authority hereby grants to Company a non-exclusive license in, to, over, under and across Authority controlled roadways, so long as such roadways are available for use by the general public. Authority shall additionally grant Company a license in, to, over, under and across Authority controlled roadways, so long as such roadways are available for use by the general public, for the installation, construction, operation, maintenance, repair, relocation and removal of sanitary sewer, storm sewer, water and gas main, electric power lines, telephone lines, cable television lines and other utilities ("**Utility Lines**") to serve the Premises, together with a right to install and maintain manholes, meters, pipelines, valves and all related facilities, provided that all Utility Lines shall be placed underground and in a location previously approved by the Authority.

13. **Authority's Reserved Rights.** Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Premises, and to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Company's use of the Premises and any Improvements shall not be unreasonably impaired and any damage to the Premises or any Improvements caused by Authority as a result thereof shall be repaired without cost to Company.

14. **Removal of Property.** Provided it is not then in default hereunder, Company shall, within seven (7) calendar days after the expiration or sooner termination of this Agreement, remove from the Premises its furnishings, interior signage, trade fixtures, equipment, and other personal property, provided that such removal can be accomplished without material injury to the Premises or any Improvements thereto and provided that any damage caused to the Premises or Improvements thereto as a result of such removal is repaired by Company at its own cost and expense to the satisfaction of the Executive Director. Any property not so removed within such time period shall become the sole property of Authority, or, alternatively, Authority may remove and dispose of such property at Company's expense.

15. **Title to Improvements.** Title to all Improvements now or hereafter constructed by Company on the Premises shall remain in Company during the Term of the Agreement. Upon the termination of Company's right of possession under this Agreement (whether as a result of the expiration of the term of this Agreement or any sooner termination thereof in accordance with the terms of this Agreement), as set forth in Article 2.A.1 of the Agreement, Authority shall have the option to require Company to: (i) leave all the Improvements in place (excepting all storage tanks and related facilities installed on the Premises after the Effective Date and Company's removable "trade fixtures") or (ii) remove some or all of the Improvements and to restore the Premises to a "development ready" condition within one hundred eighty (180) calendar days from the expiration or earlier termination of this Agreement or upon receipt of appropriate approvals and permits (which Company shall diligently proceed to obtain), whichever is later. Company shall remove all storage tanks and related facilities in compliance with all applicable environmental laws and regulations. In the event the Authority elects to have Company leave the Improvements in place, title to all such Improvements shall vest in Authority. Upon such "vesting" as herein provided, Company hereby covenants to execute and deliver to Authority any and all instruments or documents that Authority reasonably requests to effectively transfer, assign and convey such Improvements in fee to Authority. The Authority agrees that any item which constitutes a "trade fixture" under Article 6.F of the Agreement shall not constitute an

Improvement under this Article 2. Company's obligations under this Article 2 shall survive the expiration or earlier termination of the Agreement Term.

16. **Periodic Refurbishment of Premises.**

a. After the commencement of the Ninth (9th) Agreement Period and prior to the commencement of the Eleventh (11th) Agreement Period, but in any event at a time coordinated with the Authority, Company shall expend to refurbish, replace or supplement such Improvements, furnishings, trade fixtures and equipment no less than One Hundred Twenty-Five and No/100 Dollars (\$125.00) per square foot in the Travel Plaza Facility, subject to the right of the Authority, in the Authority's sole discretion, to direct Company to make all or any portion of such expenditure at such earlier time prior to the commencement of such Eleventh (11th) year as it deems appropriate. Provided, however, under this Article 2.B. an expenditure for Improvements, furnishings, trade fixtures or equipment shall not include interest charges, Company's own overhead expenses or any portion of Company's expenditures which exceed the fair market price for any such Improvement, furnishing, trade fixture or equipment. Company shall also within the refurbishment period seal the Facility parking spaces and the 100 cell phone lot parking spaces.

b. In order that funding is available for such periodic refurbishment, Company shall provide to Authority at the end of the first (1st) Agreement Period, a Letter of Credit ("Refurbishment Letter of Credit") in the form attached hereto as **Exhibit "D"**. The sole purpose of the Refurbishment Letter of Credit is to fund the Company's obligations as provided above in this Article 2.B. All costs necessary to plan, design, and construct the remodeling, refurbishment or replacement of Improvements, furnishings, trade fixtures or equipment shall be paid from the Refurbishment Letter of Credit. At the end of the first (1st) Agreement Period, Company shall initially deposit, and for each nine (9) consecutive Agreement Periods, Company shall increase annually, the Refurbishment Letter of Credit, by an amount of _____ and No/100 Dollars (\$_____.00) for refurbishment of the _____ space in the Travel Plaza Facility. The Refurbishment Letter of Credit shall commence on the first (1st) day of the second (2nd) Agreement Period, and continue until all required refurbishments have been completed according to this Article 2.B.

c. Any Refurbishment Letter of Credit provided hereunder shall be on a form provided by the Authority and shall be issued by a bank, acceptable to the Executive Director, which is located within Orange County, Florida (unless the Executive Director waives such requirement in writing). In the event that any Refurbishment Letter of Credit provided under this Article 2.B. shall be for a period of less than through the refurbishment period, or when the amount of the Refurbishment Letter of Credit is to be increased, Company shall provide a renewal or replacement Refurbishment Letter of Credit which complies with the requirements of this Article 2.B at least ninety (90) days prior to the date on which the previous Refurbishment Letter of Credit expires. The Refurbishment Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the completion date of the required refurbishments, or any future expiration date, unless ninety (90) days prior to any expiration date the Bank on which the Refurbishment Letter of Credit is drawn, shall notify the Authority by Registered Mail that such Bank elects not to consider the Refurbishment Letter of Credit renewed for any such additional period. Company's failure to

timely provide a replacement Refurbishment Letter of Credit hereunder shall constitute a default under this Agreement, and the Authority shall be entitled to any remedies provided hereunder, and may, without limitation, proceed to draw on the full amount of its existing Refurbishment Letter of Credit.

d. In the event that Company has expended its own funds in excess of _____ and No/100 Dollars (\$__.00) per square foot with respect to the Improvements, furnishings, trade fixtures and equipment prior to the commencement of the Eleventh (11th) Agreement Period for refurbishment as described in this Article 2.B., the Refurbishment Letter of Credit shall no longer be required. In the event that Company has not expended in excess of the minimum sums set forth above in Improvements, furnishings, trade fixtures or equipment prior to the commencement of the Eleventh (11th) Agreement Period, Authority may, at the Authority's sole option, grant Company additional time to make such expenditures or take possession of the remaining balance of the Refurbishment Letter of Credit without recourse from Company.

ARTICLE 3 – RIGHTS AND PRIVILEGES GRANTED TO COMPANY

A. Permitted Uses.

1. Company shall be permitted to use the Premises only for (i) construction and operation of the Travel Plaza Facility, (ii) general and administrative office use, and (iii) for uses ancillary to the foregoing ("**Permitted Uses**"). The Premises may be used for no other purpose whatsoever without the express written approval of the Authority, which approval may be granted, conditioned, or withheld in the Authority's sole and absolute discretion. Company shall not permit the active display or operation on the Premises of any item which flies, moves, rotates, makes noise or flashes unless the active display or operation of such item is specifically approved in advance in writing by the Executive Director.

2. Company shall not use the Premises for any use that does not comply, with the Airport Design Guidelines, the Authority's rules and regulations, the Master Plan, all covenants, easements and restrictions of record, all applicable zoning, land use, environmental and other laws, and all other terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, Company hereby covenants and warrants that it will not use the Premises or permit any portion thereof to be used for any of the following purposes: a pinball, video game, or any form of entertainment arcade, a gambling or betting office, including the sale of lottery tickets; a massage parlor; a cinema, theater, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range; a cinema or theater; a flea market; a warehouse; a facility which performs on-site dry cleaning; short or long term paid parking; window tinting or detailing services; or a facility which performs on-site auto repair.

B. Non-Exclusivity.

It is expressly provided that the rights and privileges granted hereunder are non-exclusive, except that Company shall have the exclusive use of the Premises for the Term of this Agreement in accordance with the provisions of this Agreement. Nothing contained herein

shall preclude the Authority from entering into an agreement with any other parties at the Airport during the term of this Agreement for the sale of food, beverage, fuel, and such other items are customarily sold in a convenience store of the same or similar items which Company is permitted to sell hereunder, whether such agreements are awarded competitively or through negotiations and whether or not the terms of such agreements are more or less favorable than the terms of this Agreement.

C. **Discontinuance or Deletion of Items.**

In the event the Executive Director determines that any item displayed, offered for sale or sold by Company is objectionable for display or sale at the Airport, Company shall, upon written notice from the Executive Director, immediately remove such item from display and from its inventory and Company agrees that it shall not thereafter display, offer for sale or sell such item.

ARTICLE 4 - TERM

A. **Lease Term.** This Agreement shall become effective upon execution by the parties hereto ("**Effective Date**"). The term shall commence on the Rent Commencement Date and will terminate at the end of twenty (20) years after the Rent Commencement Date, hereinafter referenced to as the "**Term**", unless sooner terminated in accordance with the terms and provisions hereof.

B. **Removal of Improvements.**

1. On the expiration or earlier termination of this Agreement, Authority shall be entitled to have the Premises returned to Authority clear of all Improvements constructed by Company, including any pipes, storage tanks, and fuel pumps, free of any hazardous substances at the Premises as a result of any act or omission of Company or any of its officers, employees, agents, subtenants, contractors, subcontractors, licensees or invitees, and with all utilities facilities capped and marked. Company shall conduct such removal in compliance with all laws and regulations governing the removal of fuel storage tanks, pumps and pipes. If Authority exercises this right, Company shall have one hundred eighty (180) days after such expiration or earlier termination in which to remove the Improvements at Company's expense; provided that any occupancy by Company for purposes of removal of such Improvements shall be subject to all of the terms and conditions of this Agreement except payment of the Annual Rent due hereunder. If Company fails to remove said Improvements, Authority may remove same at Company's expense. Authority may, at its option, take title to the Improvements in lieu of removal of such Improvements by Company.

2. Authority shall notify Company of its election to require removal of the Improvements or to take title to the Improvements at least ninety (90) days prior to the beginning of the last year of the term of this Agreement, provided that Company has requested at least one hundred eighty (180) days, but not more than three hundred sixty (360) days before the beginning of the last year of the term of the Agreement that the Authority make such election.

C. **Surrender of Premises.**

1. Notwithstanding any other provision of this Agreement, the Authority shall have the right upon the fifteenth (15th) anniversary of the Rent Commencement Date to buy out Company's interest in the Agreement. The Authority shall in no event be liable to the Company for any inconvenience or loss of business as a result of the Company being required to surrender the Improvements and Premises.

3. The payment amount shall be determined as follows:

a. the Authority shall make a payment to Company ("**Buy-Out Payment**") in the amount of the "**Net Book Value**" of the Original Improvements contained in the Premises. (The terms "**Net Book Value**" and "**Original Improvements**" shall be defined as indicated below).

b. "**Net Book Value**" shall mean the original cost to Company of an Original Improvement as listed in the Written Statement of Actual Costs submitted to the Authority pursuant to Article 2.B.8.b less amortization accumulated to the date on which Company is required to surrender the Premises. "**Original Improvement**" means Improvements installed by Company within six (6) months of the date it opens for business at the Premises. Company's cost for such Original Improvements shall include reasonable and direct costs paid by Company for work performed and materials furnished; provided, however, that Company's cost shall not include (1) payments for architectural, engineering, professional and consulting services in excess of fifteen percent (15%) of the total cost of such Original Improvements, (2) interest charges or other finance costs, (3) Company's own overhead expenses (except that Company may include the reasonable cost of paying its own employees to perform architectural, engineering, professional or consulting services in which event such cost shall be counted toward the fifteen percent (15%) limitation on such costs set forth above), or (4) any portion of the costs of such Original Improvements which is greater than the "approved" cost as determined in accordance with the terms of Article 2.B.2. For purposes of computing Net Book Value, Company's cost for Original Improvements (excluding refurbishment) at the Premises shall be amortized over a period from the Rent Commencement Date until the expiration date of the Agreement, on a straight-line basis, with no salvage value.

c. Any Buy-Out Payment made by the Authority under the terms of this Article 4.C shall be paid to Company by the end of the thirtieth (30th) day following the date the Company was required to surrender the Premises. Within a reasonable time prior to the date such Buy-Out Payment is due (and subject to update immediately prior to the time the Buy-Out Payment is made), the Executive Director shall be entitled to inventory and inspect all Original Improvements with respect to which such Buy-Out Payments have been or are to be made, and, if any such inventory and inspection indicates that such an Improvement is either missing or substantially damaged, the amount of the Buy-Out Payment allocated to such Improvement shall be either subtracted from the Buy-Out Payment (in the event such Improvement is missing) or reduced by the amount required to repair the damage as reasonably determined by the Executive Director (in the event such Improvement is substantially damaged). Simultaneously with its receipt of the Buy-Out Payment, Company shall deliver to the Authority a Bill of Sale containing full warranties of title, conveying title to the

Original Improvements contained in the portion of the Premises surrendered, free of all liens and encumbrances. In the event any of such Original Improvements are subject to any liens or encumbrances, the amount of the Buy-Out Payment shall be reduced in the amount necessary to satisfy such liens or encumbrances.

ARTICLE 5 - FACILITY FEES AND ACCOUNTING RECORDS

A. **Facility Fee.** Company shall pay to the Authority, for each Agreement Period of the term of this Agreement, a Facility Fee, in an amount equal to the sum of the Annual Rental Fee and the Privilege Fee. The Privilege fee shall be the total of the Fuel Flowage Fee and the total of the percentages of Gross Receipts as follows:

<u>GROSS RECEIPTS</u>	<u>PERCENT OF GROSS RECEIPTS DUE AUTHORITY</u>
Non-Employee Sales (excluding alcohol and tobacco)	%
Alcoholic Beverages and Tobacco Products Sales	%
Employee Sales (excluding alcohol and tobacco)	%

Fuel Flowage Fee	Fuel Flowage Fee Due Authority
Fuel in Gallons Dispensed - total	\$00. __ cents/gallon
[grade]	\$00. __ cents/gallon
[grade]	\$00. __ cents/gallon
[grade]	\$00. __ cents/gallon

1. **Facility Fee.**

a. Beginning on the Rent Commencement Date and continuing for the balance of the Term, Company shall pay to the Authority a Facility Fee of the sum of the Annual Rental Fee of _____, plus the Fuel Flowage Fee of _____ per gallon, plus the percent of Gross Receipts listed in the Table above. The **"Rent Commencement Date"** is the earlier of: (i) the date on which the Travel Plaza Facility on the Premises opens for business, (ii) fifteen (15) calendar days from the date on which the temporary or permanent certificate of occupancy for the Travel Plaza Facility is issued, or (iii) two hundred ten (210) calendar days after the earlier of: (A) expiration of the Permitting Period or (B) Company's receipt of the Permits.

b. The Annual Rental Fee shall be increased by the higher of the change in the consumer price index ("Index") or ten percent (10%) every five (5) years during the Term on the Adjustment Dates. **"Adjustment Date"** means the first day of the first calendar month of each anniversary of the Rent Commencement Date. For purposes of this Agreement, the Index shall mean the Consumer Price Index for all Urban Consumers (CPI-U) - U.S. Average, All Items (1982-1984=100), published by the Bureau of Labor Statistics of the U.S. Department of labor ("CPI"); provided, however, that if the CPI described above shall be discontinued, the Index shall be the Index of Consumer Prices in the U.S. most closely comparable to the discontinued Index, after making such adjustments in items included or method of computation as may be prescribed by the agency publishing the same, or as otherwise may be required to compensate for changes subsequent to the Effective Date hereof. In the event of any dispute

between the parties concerning the selection of a substitute Index, the same shall be determined by arbitration in accordance with the then applicable rules of the American Arbitration Association in Florida, the parties hereto agreeing to be bound by the determination of such arbitration and to share the cost of such arbitration. In the event the base reference year used in computing the CPI is changed during the Term, the 1982-84=100 index published concurrently by the Bureau of Labor Statistics shall continue to be used in the calculation of adjustments hereunder, provided, however, that in the event the Bureau of Labor Statistics ceases to currently publish the 1982-84 index, then the adjustments provided for in this Agreement shall be calculated based upon the new base year index, and in such event the Authority shall apply a conversion factor to such new index for the purpose of making such new index as comparable as practicable with the prior base year index. Such conversion factor shall be obtained from the Bureau of Labor Statistics if in fact the Bureau publishes such a conversion factor; otherwise a nationally recognized firm of certified public accountants designated by the Authority shall select a conversion factor.

c. The Facility Fee shall be prorated for any Agreement Period which is less than or greater than twelve (12) months.

d. Any changes in applicable taxes associated with an increase in the Annual Rental Fee shall remain the responsibility of the Company, and no change in the Facility Fee shall take place as a result of any increase or decrease in the Company's tax obligation.

2. **Monthly Payments of Fees.**

a. From and after the Rent Commencement Date, Company shall pay to Authority, in advance and without demand, on the first (1st) day of each calendar month of the term hereof (and on the Rent Commencement Date, if the Rent Commencement Date is not the first day of a calendar month), an amount equal to one-twelfth (1/12th) of the Annual Rental Fee then applicable (except as otherwise provided below), prorated for any partial month at the commencement of the term or the end of the term, based on the number of days in such partial month, plus any sales or other taxes due thereon, in lawful money of the United States, without deduction or set-off, at the office of the Authority's Director of Finance (the "Director of Finance"), or at such other place as the Executive Director may designate in writing from time to time.

b. Company shall further pay to Authority, without demand, at the office of the Director of Finance, on the tenth (10th) day of the month following each calendar month of the term hereof, a sum of money equal to the total of the percentage of Gross Receipts specified in Article 5.A above and the Fuel Flowage Fee and shall provide the Director of Finance with a statement, in the form of the "Revenue Report" attached hereto as **Exhibit "E"** which form the Executive Director may amend from time to time in his discretion, which sets forth the Company's Gross Receipts and monthly schedule of all fuel sales by volume (in gallons) and grade ("**Fuel Sales**") for the prior calendar month, and is signed by an officer (if Company is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of Company, and which sets forth Company's Gross Receipts and Fuel Sales during such preceding calendar month and identifies all receipts derived by Company during such calendar month which have been excluded from the computation of Gross Receipts.

B. **Sales, Use or Other Taxes.** Company shall be solely responsible for the payment of all sales, use or other taxes levied upon the fees and other charges payable by Company to Authority hereunder, whether or not the same shall have been billed or collected by Authority, together with any and all interest and penalties levied thereon, and Company hereby agrees to indemnify Authority and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Company to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by Authority as a result thereof. The provisions of this paragraph shall survive the expiration or prior termination of this Agreement.

C. **Annual Certification of Fees.** Within ninety (90) days after the close of each Agreement Period of the term hereof, Company at its own cost and expense shall provide to the Director of Finance, with a copy to the Office of Concessions, financial statements prepared in accordance with generally accepted accounting principles applied on a consistent basis for its operations at the Premises, together with a report on examination of such financial statements made in accordance with generally accepted auditing standards by an independent certified public accountant (CPA), licensed in the state of Florida, or a CPA who holds a valid temporary permit to practice in the state of Florida at the time the certification is issued and who is not an employee of the Company, or an out of state licensed CPA who at the time the certification is issued, the NASBA National Qualification Appraisal Service has verified to be in compliance with the CPA licensure requirements of the AICPA/NASBA Uniform Accountancy Act and who is not an employee of the Company. The audited financial statements must be accompanied by schedules of Gross Receipts, Fuel Flowage Fees and Rental Fees for such Agreement Period, and a report on examination of those schedules and such calculation by the independent certified public accountant in accordance with generally accepted auditing standards. If such schedules indicate the Privilege Fees for such period have been overpaid, then the amount of overpayment shall be credited to the Privilege Fees next due and owing from Company, unless the term hereof has expired, in which event such amount shall be promptly refunded by the Authority to Company. If such schedules indicate that the Privilege Fees for such Agreement Period have been underpaid, then Company shall submit payment therefor to the Authority at the Office of the Director of Finance, at the same time it submits to the Director of Finance the statements required under this Article, together with interest on any underpaid Privilege Fees at the rate set forth in Article 16.G, below, from the date such fees or charges should have been paid.

D. **Books and Records/Authority's Right to Audit.** Company shall, at all times during the term hereof, maintain at the Facility or at an office in Orange County, Florida, complete and accurate books and records of all receipts and disbursements from its operations on the Facility, in a form consistent with generally accepted accounting principles, and cause to be installed for use at all times in the Facility such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all of Company's sales from the Facility. Company's books and records shall be maintained in sufficient detail to allow the Authority or its representatives to audit, in accordance with generally accepted auditing standards, Company's Gross Receipts as defined in Article 1.I., above as well as receipts from fuel sales. Company shall account for all receipts of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of Company and which

supports the amounts reported to the Authority in Company's monthly "Revenue Report" schedules prepared in accordance with Article 5.A.2.b. At a minimum, Company's accounting for such receipts shall include the following:

1. Daily dated cash register tapes, including tapes from temporary registers and fuel pumps;
2. Serially numbered sales slips, using a numbering system for transactions under this Agreement which is separate from any numbering system used by Company for other transactions;
3. Company's bank account statements (separate bank accounts shall be maintained for all receipts from operations on the Facility and no receipts from any other source shall be deposited in such accounts);
4. A compiled report of transactions from the Facility showing all Gross Receipts, all exclusions from Gross Receipts by category (as set forth in Article 1.I.), and all fuel dispensing transactions, which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to Authority on Company's monthly "Revenue Reports" under Article 5.A.2.b. If requested, Company shall provide the Authority a computer text file that details monthly Gross Rents information by transaction;
5. Such other records, if any (including but not limited to, original source documents), which would normally be examined by an independent certified public accountant in performing an examination of Company's Gross Receipts in accordance with generally accepted auditing standards and the provisions of this Agreement. Such records may be in the form of (a) electronic media compatible with the Authority's computers, or (b) a computer run hard copy. The Executive Director may require other records necessary in his determination to enable the accurate audit of Company's Gross Receipts hereunder. Upon five (5) days written notice from the Executive Director, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Company's sales, shall, be made available, either at the premises, or at the Executive Director's option, at the offices of the Authority, for inspection by the Authority through its daily authorized representatives at any time for up to four (4) years subsequent to expiration of the Agreement Period to which such books and records relate (and Company shall not be obligated to retain such books and records subsequent to the termination of such four (4) year period); provided, however, that any such inspection on the Facility will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of Company's business. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, should Company not wish to make its books and records available for inspection, examination or audit at the Facility, Company shall have the option of either having said books and records transported to a location

at the primary offices of the Authority for said audit, or having the audit performed at a location where the Company maintains its records. If Company elects to have the audit performed at a location outside the Orlando MSA, Company shall pay the Authority for travel expenses incurred in connection with such audit, in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the audit is completed, the Authority will bill Company for such travel expenses and Company shall promptly pay such bill. The Authority shall further have the right, upon reasonable written notice to Company from the Executive Director and at the sole cost of the Authority except as specified below, to examine or designate a representative to examine the books and records of Company which relate to its operations on the Facility to determine the correctness of the Privilege Fees paid by Company to the Authority for any or all of the Agreement Periods immediately preceding such examination. If, as a result of such examination, it is established that the Privilege Fees for any Agreement Period have been underpaid to the Authority, Company shall forthwith, upon written demand from the Executive Director, pay the difference to the Authority, together with interest thereon at the rate set forth in Article 16.G, below, from the date such amount or amounts should have been paid. Further, if such examination establishes that Company has underpaid Privilege Fees for any Agreement Period by two percent (2%) or more, then the entire expense of such examination shall be borne by Company. Authority's rights under this Article 5.D. shall survive the expiration or earlier termination of the term of this Agreement.

E. **Conflict between Agreement and Accounting Practices.** In the event of any conflict between generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, Company shall maintain all records under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

F. **Additional Sums Due the Authority.** If the Authority has paid any sum or has incurred any obligation or expense for which Company agreed to pay or reimburse the Authority, or if the Authority is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder, and Company shall, immediately upon demand by the Executive Director, reimburse the Authority for such expenses.

G. **Communications Concerning Disputed Debts.** All (a) communications concerning disputes about debts that are owed or may be owed pursuant to this Agreement, and (b) instruments in less than the full amount claimed by the Authority and tendered as full satisfaction of a disputed debt or other amount owed, shall be sent by certified mail, return receipt requested to the following:

Original to: Director of Finance
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

Copy to: Raymond Anderson
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

ARTICLE 6 - OBLIGATIONS OF COMPANY

A. **Standards for Operating Travel Plaza Facility.** Company shall, at all times, comply with the Standards for Operating Travel Plaza Facility attached hereto as Appendix 1 and incorporated herein by reference.

B. **Maintenance of Facility.** During the entire Term of this Agreement, Company shall, at its sole cost and expense, keep and maintain the Improvements and the Premises, including, without limitation, the roof, exterior walls and foundation of any buildings, the electrical, HVAC, plumbing and security systems, fixtures, trade fixtures, machinery, furnishings, signage, all storage tanks and associated piping, pumps and facilities, and all other portions of the Improvements, in good repair and working order (reasonable wear and tear excepted), and in a first class, high quality, clean, neat, attractive, properly maintained and safe condition. All maintenance, repairs and replacements shall be of quality at least equal to the original in materials and workmanship. Company shall promptly repair, at its expense and in a manner reasonably acceptable to Authority, any damage to Authority's property or to the property of others caused by Company or its officers, agents, employees, and contractors. Company shall be obligated to keep all landscaping and grass areas on the Premises in a clean and well-trimmed condition, and to keep and maintain the automatic irrigation systems in a good state of repair. The Authority shall have the right to enter the Facility at any reasonable time and upon advance written notice to Company to determine whether or not Company is complying with its maintenance obligations hereunder. Without limiting the foregoing, throughout the term of this Agreement, Company shall be solely responsible for, at its own cost and expense, and shall relieve Authority from all responsibility for performing or procuring the performance of all maintenance, repair and replacement of the Improvements and landscaping on the Premises in order to keep the Premises and any other Improvements in good, safe, attractive and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in materials and workmanship. If Company fails to fulfill any of its obligations under this Article 6, and fails to correct such failure within ten (10) calendar days after the Authority's written demand, then in addition to all of its other remedies under this Agreement, the Authority shall have the right, but not the obligation, to make or complete said maintenance, repair or replacement, and Company shall pay the cost thereof as additional rent promptly upon demand by the Authority.

C. **Fire Protection System.** Company shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which Company shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

D. **Compliance with Stormwater Regulations.** All stormwater drainage and retention required by any governmental agency for the Facility which is not currently accommodated by the Authority's existing permitted system shall be located on the Facility, by Company, at Company's sole cost and expense. Company shall maintain and keep all stormwater drainage facilities, ponds, canals and related improvements on the Premises, if any, in a first class condition, free of growth, weeds, and any other obstructions. Company agrees to comply with any permit obtained by Authority or Company, and all applicable laws, ordinances and regulations dealing with stormwater drainage and retention

E. **Utilities.**

1. All utility services within and to the Facility required by Company must be obtained at Company's sole cost and expense by connection to the utilities installed at the Facility or in the vicinity thereof. Company acknowledges that the Authority has made no representations or warranties regarding the adequacy of any existing utility service for the uses intended by Company. The routes for all utility services lines or mains shall be approved by Authority, and all service lines and mains shall be placed underground by and at the expense of Company, and Company shall restore any property affected by placing such facilities underground. In addition, all utility curb cuts, excavation and trenching shall be subject to the prior written approval of Authority as part of Authority's review of Company's Plans as provided in Article 2.B above, and shall be completed by and at the expense of Company. All backfill, tamping, landscaping and street repair required as a result of such curb cuts, excavation and trenching shall be completed by and at the expense of Company.

2. Company shall pay for all meters and measuring devices installed by Company or by any utility at the Facility, to the extent payment is required by those utilities providing service, and shall pay for all utilities (including, without limitation, storm water utility fees) consumed by Company on the Premises.

3. Company agrees that Authority shall have no liability to Company arising out of any interruption of utility service to the Facility, whether or not caused by repairs or alterations being made to any part of the Airport, unless such liability arises from Authority's proven negligence; provided, however, to the extent that utility service is within the control of Authority, Authority will provide reasonable notice to Company of any scheduled interruption and will make a reasonable effort to restore (or cause to be restored) utility service as promptly as reasonably possible. For purposes of this Section 6.E, the acts of a third party shall not constitute acts within the control of Authority unless such acts were authorized by Authority.

4. Authority shall not be required to perform any services or furnish any utilities of any kind whatsoever, except as expressly provided herein. If the Authority has paid any sum or sums or has incurred any obligation or expense for, or if the Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder, and Company shall, promptly upon demand by the Authority, reimburse the Authority therefor.

F. **Trade Fixtures.**

1. Company may, from time to time, install, operate, repair and replace any trade fixtures and other personal property on the Facility, all of which shall be and remain the property of Company and may be removed at any time during the term hereof and within thirty (30) days after expiration or earlier termination of the term hereof; provided, however, that Company shall not remove any item of the same while in default hereunder. Company shall repair any damage to the Facility caused by such removal in a manner reasonably acceptable to the Authority's Executive Director. Failure to remove trade fixtures or other personal property as provided herein shall not constitute a holdover by Company, but all such property not removed within the time specified above shall be deemed to have been abandoned by Company, in which case, Authority may either use or dispose of the same as it shall see fit without any liability to Company therefor, or may remove and store the same at Company's expense. The terms "trade fixtures" and "other personal property" shall not include: (i) any item located on the Facility on the date hereof, (ii) any item hereafter installed or erected thereon by Authority, or at its expense, or (iii) any item affixed to the Facility which cannot be removed without structural injury to the Facility. Whenever the term "reasonably acceptable" or "reasonable satisfaction" or words of similar import are used in this Agreement, the standard of reasonable shall be measured against that of properties similar to the Travel Plaza Facility in the Orlando market. Except as provided in this Agreement, any failure of the Authority or the Executive Director to respond to any written Company request for approval of any item under this Agreement within thirty (30) days of Company's written request shall be deemed an approval of such item or request.

2. If, upon the expiration or earlier termination of the Term hereof, Company shall be in default hereunder, the Executive Director may, at his option, but shall not be obligated to, give notice to Company that Company may, within thirty (30) days after the date such notice is given, remove its trade fixtures and other personal property, provided that such removal will not result in structural injury to the Facility, and that Company shall at its expense repair any damage to the Facility caused by such removal, in a manner acceptable to the Executive Director. In such event, any trade fixtures or other personal property not so removed within such time period shall be deemed to have been abandoned by Company, in which case, Authority may either use or dispose of the same as it shall see fit without any liability to Company therefor, or may remove and store the same at Company's expense.

G. **Correction of Violations.**

Notwithstanding any other provision of this Agreement, if the Executive Director, in his sole discretion, determines that a condition in the Facility is hazardous or potentially hazardous to persons or property, he may direct Company to correct such condition, either in writing or orally, and Company shall, at its expense immediately comply with such directive. If the Executive Director directs it to do so, Company shall close the Facility or any portion thereof until such hazardous or potentially hazardous condition is corrected. The Authority may declare Company in default of this Agreement for failure to promptly comply with a directive of the Executive Director without reference to the thirty (30) day notice period set forth in Article 13.A.4.

H. **Cooperation with Successor Operator.** Upon the expiration or earlier termination of this Agreement, Company agrees to cooperate fully with the Authority and with

all successor operators to ensure a smooth transition from Company to such successor operators and to provide continuity of first-class services to the traveling public.

I. **Taxes.**

1. **Payment of All Property Taxes and Assessments.**

a. Company shall pay when due all taxes (including, without limitation, ad valorem taxes, if any), assessments (including, without limitation, storm water utility charges) and impact fees levied against or in connection with the Facility, Company's Leasehold interest therein, and any Improvements thereto, and shall pay when due all taxes and assessments levied against Company's personal property located on the Facility or otherwise arising out of its operations on the Facility. In the event Company shall fail to pay when due any such taxes and assessments, then regardless of whether Authority exercises its right to terminate this Agreement because of Company's default, Company shall also be obligated to pay all resulting interest and penalties on such delinquent taxes and assessments. None of the terms, covenants or conditions of this Agreement shall be construed as a release or waiver on the part of Authority or the City of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of Company. Company may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Agreement, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Facility and Company promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. To avoid delinquency, Authority shall have the right, but not the obligation, to pay any such taxes or assessments on behalf of Company and to collect the amount of such payment from Company, together with interest, as additional rent.

b. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the Term of this Agreement commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Facility was leased to tenants (excluding any tenant engaging in a use of the Facility which results in the Facility being exempt from taxation) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Article 6 shall survive the expiration or earlier termination of the term of this Agreement.

2. **Payment of Sales Tax.** Company shall be liable, at its sole cost and expense, and the Authority shall have no liability, for any sales, use or similar taxes with respect to all Annual Rental Fees, additional rent, and other payments made by Company in accordance with the provisions of this Agreement. Company shall indemnify, defend and hold Authority completely harmless from and against any liability, including, without limitation, any interest and penalties, which might arise in connection with any such taxes.

J. **Company's Non-Interference with Aircraft.** Company and its successors, assigns and sublessees will not use the Facility or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the Facility and abate or eliminate the interference at the expense of Company.

ARTICLE 7 - OBLIGATIONS OF THE AUTHORITY

A. **Authority's Maintenance Obligation.** Authority has no maintenance obligations under this Agreement other than the maintenance of the 200 spaces Authority constructs in the cell phone lot.

B. **Quiet Enjoyment.** Authority agrees that, subject to Company's performance of the terms and conditions of this Agreement, Company shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Agreement.

C. **No Other Obligation of the Authority.**

1. Company acknowledges that the Authority has made no representations or warranties concerning the suitability of the Premises for the Company's use or for any other use, and that except as expressly provided in this Agreement, the Authority shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any Improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

2. Company hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of constructing Improvements to the Premises, and the costs of furnishings, fixtures, trade fixtures, signs, inventory and equipment needed to operate from the Facility hereunder; that it has done its own projections of the volume of business it expects to generate in operating from the Facility hereunder; that it is relying on its own business judgment concerning its prospects for operating on the Facility under this Agreement on a profitable basis; and that Authority has not made any representations or warranties with respect to any such matters.

3. Authority does not warrant the accuracy of any statistics provided by Authority or anyone on its behalf. Additionally, Authority does not warrant the accuracy of any projections relating to the Airport and its operations. Company agrees that Authority shall not be responsible for any inaccuracies in such statistics, projections or their interpretation.

4. All statements contained in this Agreement or otherwise made by Authority or anyone on its behalf concerning any measurement relating to the Premises or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Company under or in connection with this Agreement.

5. Authority shall not be liable to Company for any loss of business or damages sustained by Company as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the South Terminal Complex or the Airport.

ARTICLE 8 - AGREEMENT BOND OR LETTER OF CREDIT

Company shall provide to Authority on the execution of this Agreement, an Agreement Bond or, at the option of Company (and subject to certain additional requirements as described below), an irrevocable standby Letter of Credit ("Letter of Credit") in the form attached hereto as **Item "III-A"** and **Item "III-B"**. Such Agreement Bond or Letter of Credit shall be effective as of the Rent Commencement Date hereof and shall be maintained by Company throughout the term of this Agreement in an amount equal to fifty percent (50%) of the Annual Rent during the Initial Period, fifty percent (50%) of the Annual during the next Agreement Period, and during each subsequent Agreement Period, fifty percent (50%) of the Annual Rent of the immediately preceding Agreement Period (in each event the amount of the Agreement Bond or Letter of Credit shall be rounded to the nearest One Thousand Dollars (\$1,000.00)). Such Agreement Bond or Letter of Credit shall guarantee the faithful performance by Company of all its obligations under this Agreement, including, without limitation, the payment by Company of all Facility Fees due hereunder. Any Agreement Bond shall be on a form to be provided by Authority and shall be written by a company licensed to do business in the State of Florida, which is acceptable to the Executive Director. Any Letter of Credit provided hereunder shall be on a form provided by the Authority and shall be issued by a bank, acceptable to the Executive Director, which is located within Orange County, Florida (unless the Executive Director waives such requirement in writing). In the event that any Agreement Bond or Letter of Credit provided under this Article 8 shall be for a period of less than the full term of this Agreement, or in the event the amount of the Agreement Bond or Letter of Credit is to be increased or decreased, Company shall provide a renewal or replacement Agreement Bond or Letter of Credit which complies with the requirements of this Article 8 at least one hundred eighty (180) days prior to the date on which the previous Agreement Bond or Letter of Credit expires. The Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the expiration date herein, or any future expiration date, unless ninety (90) days prior to any expiration date the Bank on which the Letter of Credit is drawn, shall notify the Authority by Registered Mail that such Bank elects not to consider the Letter of Credit renewed for any such additional period. Company's failure to timely provide a replacement Agreement Bond or Letter of Credit hereunder shall constitute a default under this Agreement and the Authority shall be entitled to any remedies provided hereunder, and may, without limitation, proceed to recover under Company's existing Agreement Bond or draw on the full amount of its existing Letter of Credit. If Company provides Authority with a Letter of Credit or Agreement Bond, Company shall maintain such Letter of Credit or Agreement Bond in effect for at least one (1) year after the expiration or earlier termination of the term hereof in the amount required for the last Agreement Period. However, the Authority shall release any existing Letter of Credit or Agreement Bond provided by the Company upon the Authority's receipt of a replacement Letter of Credit or Agreement Bond that complies with the requirements of this Article 8.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

A. **Indemnification.** To the extent the law allows, Company shall indemnify, defend and hold completely harmless Authority, the City and the members (including, without limitation, all members of the governing board of Authority, the Orlando City Council and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Facility, including any Improvements thereto, or Company's operations at the Airport or in connection with any of Company's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of the Company or its officers, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense was proximately caused solely by Indemnified Parties' negligence or by the joint negligence of Authority, the Indemnified Parties, and any person other than Company or Company's officers, partners, employees, agents, contractors, subcontractors, licensees or invitees or (b) arising out of the failure of Company to keep, observe or perform any of its obligations under this Agreement. Authority shall give Company reasonable notice of any suit or claim for which indemnification will be sought under this Article 9.A., allow Company or its insurer to compromise and defend the same to the extent of its interests (subject to the Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Article 9.A., Company shall use counsel reasonably acceptable to Authority.

B. Liability Insurance.

1. Company shall, without expense to Authority, obtain and maintain throughout the term of this Agreement, for the protection of Company, Authority and the City and the members (including, without limitation, all members of the governing board of Authority, the Orlando City Council and the citizens advisory committees of each), officers, agents and employees of each from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Facility and the Improvements; (i) commercial general liability insurance including, but not limited to, premises/completed operations, contractual liability and fire legal liability insurance with limits of liability of not less than Five Million and No/100 Dollars (\$5,000,000.00) combined single limit, per occurrence, if unescorted AOA access is required. Self-insured retentions or deductibles shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the insurer is required to pay claims from first dollar without a requirement that Company pay its deductible prior to that time; and (ii) automobile liability insurance (any auto including owned autos, non-owned autos and hired autos) in the amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and Three Hundred Thousand and No/100 Dollars (\$300,000.00) aggregate for bodily injury and Fifty Thousand and No/100

Dollars (\$50,000.00) for property damage, if occasional access for non-AOA pickup and deliveries is required. Otherwise, the limits of liability, deductibles and self-insured retentions for automobile liability are the same as indicated above for commercial general liability. The insurance required hereunder shall also provide that it is primary insurance as respects any other valid and collectible insurance Authority or any of the other additional insureds may possess, including any self-insured retention or deductible amount any of them may have, and that any other insurance carried by any of them shall be considered excess insurance only.

2. If the nature of Company's operations under this Agreement are such as to place any or all of its employees under the coverage of workers' compensation or similar statutes, Company shall also purchase workers' compensation and employer's liability or similar insurance with a company or companies acceptable to Authority affording the required statutory coverage and containing the requisite statutory limits to be effective at least twenty (20) days prior to the Rent Commencement Date or to the commencement of any installation of any Improvements by Company at the Airport, whichever first occurs, and to be maintained by Company through the end of the term of this Agreement.

3. The declarations page(s) or certificate(s) of insurance in an ACORD form or its equivalent, from all insurance policies obtained by Company in accordance with the provisions of this Article 9.B. shall be furnished to the Executive Director at least fifteen (15) days prior to the commencement of any construction of any Improvements by Company at the Airport, and at least thirty (30) days prior to the expiration or termination of the coverage provided under any prior policy. Such declarations page(s) or certificate(s) of insurance shall indicate that the Authority and City and the members (including, without limitation, all members of the governing board of the Authority, the Orlando City Council, and the advisory committees of each), officers, employees and agents of each are named as additional insureds. Each declarations page or certificate of insurance shall indicate that such insurance coverage will not be reduced or cancelled without at least thirty (30) days' prior written notice having been given to the Executive Director. The Executive Director shall have the right to increase the monetary limits or alter the coverages herein specified from time to time during the term of this Agreement, and Company shall comply with all reasonable requests of the Executive Director with respect thereto.

C. **Property Insurance.**

1. Company shall, without expense to Authority, obtain and maintain in effect through the end of the term of this Agreement, for the benefit of Company, Authority and the trustee of certain of Authority's outstanding Airport revenue bonds, as their interests may appear, property insurance in the amount of the replacement cost of all Improvements, equipment or other property hereafter installed or located on the Airport by Company, in such form and with such company or companies as the Executive Director shall approve. Such insurance shall be effective at least ten (10) days prior to completion of any construction of Improvements by the Company at the Airport, and shall be maintained by Company through the end of the term of this Agreement.

2. At least seven (7) days prior to the completion of any construction of Improvements by Company at the Airport, and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided by Company under this Article 9.C., Company shall

furnish to the Executive Director the declarations page(s) from the insurance policy or policies evidencing such coverage, or certificate(s) of insurance in and ACORD, or equivalent form and such declarations page(s) or certificate(s) of insurance shall indicate that Authority, Company and the trustee of certain of Authority's outstanding Airport revenue bonds are named as loss payees as their interests may appear, and that the policy or policies will not be cancelled or reduced without thirty (30) days' prior written notice thereof to Authority.

1. Company, on behalf of itself and its insurance carrier(s), hereby waives any and all rights of recovery which it may have against Authority or the City or any of the other Indemnified Parties for any loss of or damage to property it may suffer as a result of any fire or other peril normally insured against under a policy of property insurance.

D. **Environmental Liability Insurance.** Company, throughout the term of this Agreement, shall obtain and maintain pollution liability insurance which covers on-site and off-site cleanup costs (including, without limitation, the cost of any required Corrective Action (as defined below)) and third party loss caused by any pollution event on, at, under or coming from the Facility, and resulting from Company's operations on the Facility. Such insurance shall be in such form and with such company or companies as the Authority shall approve, which approval shall not be unreasonably withheld, conditioned or delayed, and with a deductible amount reasonably acceptable to the Authority. Losses include, without limitation, compensatory damages and legal obligations arising from bodily injury and/or property damage along with related claim expenses. Such insurance shall be provided with a per claim and annual aggregate amount of Two Million Dollars (\$2,000,000).

E. **Builder's Risk Insurance.**

1. Company shall, without expense to Authority, obtain and maintain in effect through the end of the term of this Agreement, for the benefit of Company, Authority and the trustee of certain of Authority's outstanding Airport revenue bonds, as their interests may appear, builder's risk insurance on a replacement cost basis, in such form and such company or companies as Authority shall approve, which approval shall not be unreasonably withheld. Such builder's risk insurance must be in effect at least ten (10) days prior to the first delivery of material to the Premises.

2. At least seven (7) days prior to the first delivery of material to the Premises, Company shall furnish to the Executive Director the declarations page(s) from the insurance policy or policies evidencing such coverage, or certificate(s) of insurance in and ACORD, or equivalent form and such declarations page(s) or certificate(s) of insurance shall indicate that Authority, Company and the trustee of certain of Authority's outstanding Airport revenue bonds are named as loss payees as their interests may appear, and that the policy or policies will not be cancelled or reduced without thirty (30) days' prior written notice thereof to Authority.

F. **Authority's Right to Purchase.** If Company does not comply with its covenants made in paragraphs B or C of this Article 9, the Executive Director shall have the right, but not the obligation, to cause insurance as aforesaid to be issued, and in such event Company shall pay the premium for such insurance upon the Executive Director's demand.

G. **Member Protection.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operations of Company under this Agreement, as this Agreement may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any past, present or future member, officer, employee or agent, of Authority, as such, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part of otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment of or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

H. **Survival of Provisions.** The provisions of this Article 9 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10 – ENVIRONMENTAL

A. Environmental Indemnifications.

1. Company shall comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances and requirements, and all the Authority's rules, regulations and requirements pertaining to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("CERCLA") and those regulating the storage, handling and disposal of waste materials as relate to Company's use and operation of the Facility during the term of the Agreement.

2. Company shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless the Authority and the City, and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens advisory committees of each), officers, employees and agents of each, from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, cost and expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable attorneys' fees) and damages to the extent arising out of, or as a result of (i) any "release," as defined in Section 101(22) of CERCLA, occurring after the Effective Date of any "hazardous substance," as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) placed into, on or from the Facility by Company or the Company Group at any time after the Effective Date; (ii) any contamination of the soil or groundwater or damage to the environment and natural resources of the Premises or any other property, as the result of actions by Company or the Company Group occurring after the Effective Date, whether arising under CERCLA or other statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials or

hazardous substances which have been buried beneath concealed within or released on or from the Facility by Company or the Company Group after the Effective Date.

3. With regard to any underground or above ground storage tanks on the Premises, Company covenants and agrees that it will comply with all regulations concerning the installation, operation, maintenance and inspection of both above ground and underground storage tanks, including financial responsibility requirements. Company shall be responsible for removing all storage tanks and related facilities installed by Company, on Company's behalf or at Company's direction after the Effective Date located on the Premises and assuring that the Facility is free of any hazardous substances or other environmental contamination upon its abandonment of any such storage facilities (installed after the Effective Date) or other expiration or earlier termination of the term of this Agreement.

4. Company shall promptly notify the Authority of the release of any hazardous substances in the Facility, or other act or omission which results in the environmental contamination of the Facility, if Company has actual knowledge of any such release or environmental contamination.

5. The provisions of this Section 10.A shall survive the expiration or earlier termination of the Agreement with respect to any release, contamination, act or omission of Company or the Company Group and occurring after the Effective Date, and shall also survive with respect to the Company's obligation upon such expiration or termination to remove any storage tank/facility remaining on the Premises and to cleanup any hazardous substances or other environmental contamination of the Facility resulting from the use of any such storage tank facilities. Notwithstanding the foregoing paragraphs or anything contained in this Agreement to the contrary, Company shall not be responsible for any damages to third parties or Authority, Corrective Action (as defined herein below), remediation or cleanup of any kind which is the result of (i) contamination migrating to the Premises from adjacent parcels or (ii) contamination of the Facility existing as of the Effective Date. Further, the Authority or its designated agent shall be authorized to install monitoring wells on the Premises, at locations to be determined by the Authority or its designated agent and approved by Company (which approval shall not be unreasonably withheld) for the purpose of monitoring any contamination migrating from adjacent parcels and shall further be authorized to conduct any studies necessary to determine any contamination of the Premises existing as of the Effective Date. No such action by the Authority or its designated agent shall be construed as an eviction of Company, a disturbance of Company's possession and quiet enjoyment of the Premises, or an election by the Authority to terminate this Agreement, and the Authority shall not be liable in any way to Company as a result of any such action, nor shall the Authority be responsible for the acts of any third party charged with installing or monitoring the monitoring wells on the Premises. Notwithstanding the foregoing sentence, the Authority shall use its best efforts to minimize the interference of Company's operation of the Facility in connection with the installation and monitoring of the monitoring wells and any damage caused to the Premises by the Authority or its designated agent as a result of said installation or monitoring will be the responsibility of the Authority.

B. Company Obligations; Environmental Reports.

1. Authority has delivered to Company an environmental site assessment report which includes the Premises entitled _____ ("**Environmental Study**"). Company acknowledges receipt of the Environmental Study and hereby agrees that the Environmental Study shall be *prima facie* evidence of the environmental condition of the Premises as of the Effective Date. Within sixty (60) days from the Effective Date of this Agreement, Company, at Company's expense, shall obtain and deliver to Authority a Phase I Environmental Assessment Report ("**Phase I EA**") of the Premises prepared by a licensed environmental engineering consultant reasonably acceptable to the Authority. Within one hundred twenty (120) days from the Effective Date of this Agreement, if Company has not otherwise terminated this Agreement as may be permitted herein, Company shall, at Company's expense, obtain and deliver to Authority a Phase II Environmental Assessment Report ("**Phase II EA**") and together with the Phase I EA, the "**Initial EA**") of the Premises prepared by a licensed environmental engineering consultant reasonably acceptable to the Authority. The Initial EA shall be certified in favor of Authority and Company and shall serve as *prima facie* evidence of the environmental condition of the Premises as of the date of the Initial EA. Upon expiration or termination of this Agreement, within thirty (30) days after completion of the removal of Company's tanks, lines and associated piping, in accordance with Article 10.A, above, Company, at Company's cost and expense, shall obtain and provide Authority with a final Phase II Environmental Assessment Report ("**Final Phase II EA**") of the Premises prepared by a licensed environmental engineering consultant reasonably acceptable to the Authority. The Final Phase II EA shall be certified in favor of Authority and Company. If any environmental testing by the Authority or the Final Phase II EA indicates the presence of contamination, not present as of the Effective Date or as of the date of the Initial EA, that may require Corrective Action (as defined below), Company, at Company's expense, shall immediately undertake Corrective Action ordered or required by any governmental authority exercising jurisdiction with respect to such contamination.

2. As used herein, the term "**Corrective Action**" means the investigation, active remediation, passive remediation, monitoring and risk assessment or any combination of these activities engaged in with respect to environmental contamination. Any Corrective Action performed by Company will be performed in accordance with applicable regulatory requirements. Company may perform the Corrective Action before or after expiration or termination of this Agreement, provided that such Corrective Action is diligently prosecuted and occurs in accordance with applicable regulatory requirements. In each event where Corrective Action is required, Company shall obtain and provide Authority with written evidence from all applicable governmental authorities exercising jurisdiction over such Corrective Action that the Corrective Action has been completed and that no further action is required with respect to the Premises. Company and the Authority shall, in good faith, cooperate with each other with respect to any Corrective Action conducted after the expiration or termination of this Agreement so as not to interfere unreasonably with the conduct of the Authority's or any third party's business on the Premises. The terms and provisions of this Article 10.B will survive the expiration or termination of this Agreement.

ARTICLE 11 - DAMAGE OR DESTRUCTION

A. **Minor Damage.** If all or a portion of the Improvements are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Company at its own cost and expense. If Company fails to repair or replace such Improvements in accordance with a schedule approved by Authority, Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from Company the cost and expense thereof. In the event of such minor damage there will be no abatement of the Privilege Fees payable by Company to Authority hereunder.

B. **Substantial Damage.**

1. If all or a portion of the Improvements shall be damaged by fire, explosion, the elements, public enemy, or other casualty, to such an extent as to render the Improvements or such portion thereof untenable, but which can reasonably be repaired within thirty (30) days, the same shall be repaired with due diligence by Company at its own cost and expense. Damage to the Improvements shall not cause an abatement of Company's obligation to pay Facility Fees to Authority.

2. If Company fails to repair or replace such Improvements in accordance with a schedule approved by Authority, Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from Company the cost and expense thereof.

C. **Extensive Damage.**

1. **Obligations of Company.** Except as provided in Article 11.C.3 below, in the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, Company shall give prompt written notice thereof to Authority, and Company, at its own expense, shall promptly repair, replace and rebuild the same, at least to the same extent as to the value and as nearly as practical to the character of the Travel Plaza Facility and other Improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Company as aforesaid, in accordance with plans and specifications prepared by Company and approved by Authority, and otherwise in accordance with the provisions of Article 2.B above. Damage to the Improvements shall not cause an abatement of Company's obligation to pay Facility Fees to Authority.

2. **Insurance Proceeds.** Upon receipt by Company and the Authority of the proceeds of any builder's risk or property insurance policy or policies required to be maintained hereunder, in the event the building is not yet repaired, replaced or rebuilt at the time the proceeds are paid, Company and the Authority shall deposit same in an interest bearing escrow account to pay for the cost of such repair, replacement and rebuilding. In no event shall Company be required to hold such proceeds in trust or escrow if the building is repaired, replaced or rebuilt at the time the insurance proceeds are paid. Company shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and such proceeds (and any interest earned thereon) shall be disbursed by Company during construction solely to pay the cost of such work. If the amount of such insurance proceeds

(together with the interest earned thereon) is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Company shall pay any additional sums required, and if the amount of such insurance proceeds (together with the interest earned thereon) is in excess of the costs thereof, the amount of such excess shall be retained by Company.

3. **Termination of Agreement.** Should the Improvements be damaged or destroyed in an amount in excess of fifty percent (50%) of the replacement cost thereof by fire or other casualty during the last two (2) years of the first twenty (20) years of this Agreement, beginning with the Rent Commencement Date, and provided that at the time of such damage or destruction Company had in effect property insurance in the amount, and in accordance with the other requirements of this Agreement, and pays to the Authority the amount of the deductible under such insurance (not to exceed the cost of restoring the damage or destroyed Improvements to their former condition), then Company shall have the right to terminate this Agreement by giving Authority written notice of such election within thirty (30) days after the date of any such damage or destruction. For the purpose of determining the amount of the deductible owed by Company under this Section 11.3, the Company may rely on the cost of restoring the damaged or destroyed Improvements to their former condition as set by the insurance adjuster retained by Company's third-party insurer providing the required coverage. In the event the damage or destruction is such that Company's third-party insurer would not involve its insurance adjuster in calculating the cost of restoring the damaged or destroyed Improvements to their former condition, then, for purposes of determining the amount of the deductible owed by Company under this Section 11.3, Company and Authority will select a mutually acceptable third-party insurance adjuster to set the cost of such restoration. In the event Company elects to terminate this Agreement pursuant to this Section 11.3, this Agreement shall terminate as of the date of such damage or destruction and the insurance proceeds received or receivable related only to the Improvements under any such policy of insurance, and the deductible or self-insured retention amount, shall be paid to and retained by Authority. All Privilege Fees payable under this Agreement shall be prorated and paid to the date of such termination. The receipt by Authority of such insurance proceeds and the amount of such self-insured retention or deductible amount, provided that such proceeds are paid under insurance policies in the amount and in accordance with the other requirements of this Agreement, will relieve Company from any responsibility to repair, replace or rebuild the Improvements to their former condition.

D. **Limits of Company's Obligations Defined.** In the application of the provisions of paragraphs A through C of this Article, Company shall in no event be obligated to repair, replace or reconstruct the Travel Plaza Facility in any manner other than as set forth as the Improvements to be constructed by the Company in Article 2.B, above.

ARTICLE 12 - ENCUMBRANCES

A. **Hypothecation of Leasehold Estate.** Company shall have the right, with the prior written consent of Authority which shall not be unreasonably withheld, to mortgage its leasehold interest in this Agreement to a bank, insurance company, savings and loan association, real estate investment trust or other bona fide institutional lender, provided that any such leasehold mortgage shall expressly provide that it is subject and subordinate to the

rights of Authority hereunder and to the rights of the City. Company or the leasehold mortgagee shall, within thirty (30) days of the execution of any such leasehold mortgage, send to Authority a true and correct copy thereof, together with a written notice specifying the name and address of the leasehold mortgagee and providing the pertinent recording information with respect to such leasehold mortgage. Authority agrees that so long as any such leasehold mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the mortgagee thereunder to Authority, whichever shall first occur, the following provisions shall apply:

1. There shall be no cancellation, surrender or material modification of this Agreement by the joint action of Authority and Company without the prior consent in writing of the leasehold mortgagee (but such consent shall not be unreasonably withheld provided the security of such mortgagee is not materially impaired).

2. Authority shall, upon giving notice to Company of any default by Company hereunder, simultaneously give a copy of such notice to such leasehold mortgagee by registered or certified United States mail, return receipt requested, postage prepaid, in which event the leasehold mortgagee shall thereupon have the same time periods as Company within which to remedy or cause to be remedied the default complained of and Authority shall accept such performance by or at the instigation of the leasehold mortgagee as if the same had been tendered or made by Company.

3. Notwithstanding anything to the contrary in this Agreement, if any default by Company shall occur which entitles Authority to terminate this Agreement, and if, within thirty (30) days after Authority gives written notice in the manner provided hereinabove to such mortgagee of Authority's intention to terminate this Agreement for such default, the leasehold mortgagee: (i) shall cure such default if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Agreement, or if such default or breach is not so curable, commence foreclosure or similar proceedings under the leasehold mortgage for the purpose of acquiring Company's interest in this Agreement and shall thereafter diligently prosecute the same, and (ii) shall, during the pendency of such foreclosure proceedings and any period of redemption, pay or cause to be paid to Authority, when due, all rent, additional charges and other sums due hereunder and shall perform or cause to be performed all other agreements, terms, covenants and conditions hereof as required hereunder, then in such event Authority shall not be entitled to terminate this Agreement and any notice of termination theretofore given shall be void and of no force or effect. Further, the leasehold mortgagee may, pending foreclosure of the leasehold mortgage, take possession of the Facility by and through its representative or a receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions hereof, administer the Facility as if it were the Company hereunder.

4. The leasehold mortgagee may become the legal owner and holder of the leasehold estate under this Agreement by foreclosure of its leasehold mortgage or as a result of the assignment of this Agreement in lieu of foreclosure, and upon becoming owner and holder of the leasehold estate, leasehold mortgagee shall have all rights, privileges, obligations and liabilities of the original Company. If the leasehold mortgagee shall assign its interest under the Agreement to any third party with the express prior written approval of Authority in accordance

with the terms and provisions of Article 12 hereof, and if the assignee shall assume and agree in writing to perform and be bound by all of the terms hereof, the leasehold mortgagee shall be relieved of further liability hereunder.

5. Any leasehold mortgage consented to by the Authority shall include a provision that the leasehold mortgagee acknowledges the Authority's right to Buy-Out the Company's interest in the Agreement under Article 4.C. In addition, the leasehold mortgagee must agree that in no event shall the Buy-Out Payment be more than the Net Book Value, even if the indebtedness secured by the leasehold mortgage exceeds the amount of the Buy-Out Payment.

ARTICLE 13 - DEFAULT BY COMPANY

A. **Events of Default.** Any one of the following events shall constitute an Event of Default by Company hereunder:

1. The failure of Company to make any payment required to be made by Company hereunder when due as herein provided, which failure is not remedied within ten (10) days after receipt by Company of the Executive Director's written demand;

2. The failure of Company to provide any financial report, independent auditors' report, schedule, or statement required to be submitted to Authority or any officer or employee thereof when due as herein provided, which failure is not remedied within five (5) days after receipt by Company of the Executive Director's written demand;

3. The failure of Company to provide any Contract Bond (or Letter of Credit) or renewal of a Contract Bond (or Letter of Credit) on or before the date on which the same is required hereunder;

4. The failure of Company to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Company, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Company of the Executive Director's written demand; provided, however, that if such failure is curable but cannot reasonably be cured within such thirty (30) day period, Company shall not be in default under this Article 13 so long as it commences to cure such failure within such thirty (30) day period and pursues such cure diligently to completion;

5. The repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to make any payment required to be made by Company hereunder when due as herein provided (provided that notice of such failure shall have been given to Company, but whether or not Company shall have remedied any such failure within the time provided for in such notice);

6. The repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by

Company (provided that notice of such failure shall have been given to Company, but whether or not Company shall have remedied any such failure within the time provided for in such notice);

7. The discovery by the Executive Director that any material statement of fact furnished by Company in connection with its proposal for the Travel Plaza Facility is false or materially misleading;

8. Abandonment of Improvements, equipment or other property at the Airport at any time prior to the expiration of this Agreement without the prior written consent of Authority, except as permitted under the provisions of this Agreement;

9. Commencement by Company or by any guarantor or surety of this Agreement, in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the adjustment of its indebtedness;

10. Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Company or any guarantor or surety of this Agreement, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;

11. Insolvency of Company or any guarantor or surety of this Agreement, or if Company or any guarantor or surety of this Agreement is generally unable to pay its debts as they become due;

12. The making by Company or by any guarantor or surety of this Agreement of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;

13. The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Company or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance;

14. The placement of any lien upon any Improvement installed by Company on the Airport hereunder which is not discharged of record within thirty (30) days, or any levy under any such lien; or

15. The occurrence of an event of default under any other concession agreement between Company and Authority. In addition, Company hereby agrees that the occurrence of an Event of Default under this Agreement shall constitute an event of default under any other concession agreement between Company and Authority.

B. **Remedies Upon Company's Default.** Upon the occurrence of any Event of Default, as defined in Article 13.A., above, the Authority may pursue any of the following

remedies, or such other remedies as may be available to the Authority at law or in equity:

1. The Authority may terminate this Agreement by giving notice thereof to Company. In such event, the term of this Agreement shall cease as of the date of such notice of termination and any and all rights, title and interest of Company hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term or any option period of this Agreement had elapsed; or

2. Without terminating this Agreement, Authority may terminate Company's right to possession of the Facility; retake possession of the Facility; re-let the Facility or any part thereof, for a term at the Authority's option that may be less than or exceed the period which would otherwise have constituted the balance of the term of this Agreement; and recover immediately from the Company damages calculated as follows:

a. all unpaid Annual Rent and Privilege Fees that had been earned at the time of termination of Company's right to possession, together with,

c. the amount by which the unpaid Annual Rent and Privilege Fees earned after the date of termination of Company's right to possession of the Premises until the time of award of a new agreement for the Facility exceeds the amount of the loss of Annual Rent and Privilege Fees that Company proves has been or could have reasonably been avoided, together with,

d. the worth, at the time of such award, of the amount by which the unpaid Annual Rent and Privilege Fees for the balance of the term after the time of award of a new agreement for the Facility exceeds the amount of the loss of Annual Rent and Privilege Fees that Company proves could reasonably be avoided. (For purposes of this subparagraph c., the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of four percent (4%) per annum to its present worth.)

e. Upon entry of judgment for such damages, as described above, this Agreement shall be deemed to be terminated; or

3. The Authority may, without terminating this Agreement, terminate Company's right to possession of the Facility, retake possession of the Facility and recover from Company all Annual Rent and Privilege Fees due for the balance of the term. . The Authority may recover such Annual Rent and Privilege Fees from Company at the time each payment becomes due under the Agreement, or, at the Authority's option, upon the expiration of the term of this Agreement. Alternatively, the Authority may immediately recover from Company the worth, at the time of such award, of the amount of the unpaid Annual Rent and Privilege Fees for the balance of the term. (For purposes of this subparagraph c., the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of four percent (4%) per annum to its present worth.)

4. For purposes of computing Company's liability under this Article 13 for Privilege Fees after an event of default, the basis for calculation upon which Company shall be

liable after such event of default shall be the total of all the amounts Company was obligated to pay as Privilege Fees during the entire period before such default divided by the number of Privilege Fee payment periods in such entire time preceding the event of default, multiplied by the number of remaining Privilege Fee payment periods in the Term. The provisions of this paragraph relating to Privilege Fees, if any, payable by Company hereunder are included solely for the purpose of providing for the payment of Privilege Fees and providing a method whereby such Privilege Fees are to be measured, ascertained and paid, and shall be cumulative with and not in limitation of all other remedies provided for Authority herein.

C. Further Provisions Regarding Default.

1. In any event and irrespective of any option exercised, Company shall pay to the Authority upon demand all of the unpaid Annual Rent and Privilege Fees and other sums due from Company hereunder prior to the date that Authority terminates the Agreement or Company's right to possession of the Facility, and all of Authority's costs, charges and expenses, including reasonable Attorney's Fees, and fees of agents and others retained by Authority, incurred in connection with the recovery of sums due under this Agreement, or because of the breach of any covenant or agreement of Company contained in this Agreement or for any other relief against Company, and including, with respect to the options set forth in Article 13.B.2. and 3. above, all costs and expenses of Authority in connection with the re-letting of the Facility and collection of Annual Rent and Privilege Fees due and owing from any new concessionaire, and the cost of all repairs or renovations reasonably necessary in connection with the re-letting, including, provided however, Company shall not pay for the refixturing of the Facility in connection with the re-letting, without limitation, brokerage and reasonable Attorneys' Fees. Even if it has previously elected to proceed under Article 13.B.2. or 3., above, Authority may, at any time thereafter, elect to terminate the Agreement; provided, however, that no action taken by Authority pursuant to this Article 13 shall be deemed to terminate this Agreement unless written notice of termination is given by the Authority to Company. Company hereby waives any notices of default not specifically provided for in Article 13, above, including, without limitation, the three-day notice provided for in Section 83.20, Florida Statutes. In no event shall Company be entitled to any excess of any Annual Rent obtained by reletting over and above the rental herein reserved.

2. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance by Authority of any sums from Company at any time when Company is in default under any covenant or condition hereof shall not be construed as a waiver of such default or of Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by Authority to Company be taken as an estoppel against the Authority, it being expressly understood that the Authority may, at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

3. The rights and remedies given to Authority by this Agreement shall not be exclusive, and in addition thereto, Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be

deemed to be cumulative, and the exercise of one such right or remedy by Authority shall not impair its standing to exercise any other right or remedy.

4. It is expressly agreed that in the event of default by Company hereunder, Authority shall have a lien upon all goods, chattels, personal property and equipment of any description belonging to Company which are located on, or become a part of the Facility or any Improvements thereto, as security for any fees or other charges which are then due or which become due for the remainder of the term of this Agreement, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, and Company shall not remove or permit the removal of any of such property until all defaults under this Agreement have been cured.

ARTICLE 14 - ASSIGNMENT AND SUBCONTRACTS

A. Authority's Rights to Approve Assignments and Subcontracts.

1. Company shall not sell, assign, sublease or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment, sublease or transfer to occur by operation of law, or contract for the performance of any of the services to be provided by it hereunder without the Authority's prior written approval, which approval may be granted or withheld by Authority in the exercise of its sole discretion. Authority may condition its approval of any such sale, assignment, sublease or transfer upon the payment to Authority by Company of all or any portion of any fees Company receives from such purchaser, assignee, sublessee or transferee in excess of the fees (or a pro rata portion of the fees attributable to the space that is the subject of such sale, assignment, sublease or transfer) payable to Authority by Company under this Agreement. Any cost of considering or approving such a request for assignment or subcontract shall be borne by Company.

2. Notwithstanding anything else contained herein, Authority shall not unreasonably withhold its consent to any proposed assignment of this Agreement by Company if:

a. Any and all pending defaults hereunder have been cured and all payments required hereunder have been made through the effective date of the proposed assignment; and

b. Neither the proposed assignee nor any of its affiliate are in, or have previously been in, default under any other agreement between itself and Authority; and

c. The proposed assignee is operating at least ten (10) other convenience stores with fuel dispensing facilities; and

d. The proposed assignee possesses, as demonstrated by audited financial statements, a total stockholder's equity of at least equal to Twenty Five Million Dollars (\$25,000,000.00) in Constant Dollars (as defined below); and

e. The proposed assignee executes and delivers to Authority an agreement in recordable form whereby such party assumes, and agrees with Authority to discharge, all obligations of Company under this Agreement.

3. Further, if (A) all of the conditions set forth in subsections (i) through (iv) above have been met, and (B) the proposed assignee, in addition to taking over the business of Company at the Facility, is concurrently taking over the business of Company at not less than ten (10) other locations in the State of Florida, and (C) the proposed assignee possesses at the time of the proposed assignment, as demonstrated by audited financial statements, a total stockholder's equity of at least equal to One Hundred Million Dollars (\$100,000,000.00) in Constant Dollars (as defined below), then the Company shall be released from all further liability for obligations incurred from and after the effective date of the assignment. For purposes of this subsection, "**Constant Dollars**" means the present value of the U.S. Dollar to which such phrase refers, adjusted based on the Annual Consumer Price Index - All Urban Consumers (South Urban) for the United States, published by the United States Department of Labor, Bureau of Labor Statistics, which is in effect on the Effective Date of this Agreement (hereinafter referred to as "**Base Index Number**"). An adjustment shall occur on January 1 of the sixth (6th) calendar year following the Effective Date of this Agreement, and thereafter at five (5) year intervals. The annual index published most immediately preceding the adjustment date in question (hereinafter referred to as the "**Current Index Number**") shall be used in determining the amount of the adjustment. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. If the manner in which such Consumer Price Index is determined shall be changed, or if such index shall no longer be used as the base year, such adjustment shall be made in calculations using such successor or revised index as may be specified by the issuing agency for the purpose of compensating for the change, or if in the absence of such specification, there shall be made such adjustment, if any, as Authority and Company reasonably determine to be appropriate. If such Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, Authority shall substitute therefor an index reasonably determined by Authority and Company to be comparable.

B. **Change of Control.** If Company is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in the Company to result in a change of control of Company shall be deemed an assignment of this Agreement for purposes of this Article 14. If the Company is a partnership, transfer of any interest in the partnership, which results in a change in control of such Company, shall be deemed an assignment of this Agreement for purposes of this Article 14. Company agrees that it will remain fully obligated and liable under every provision of this Agreement. In addition, because Company is a publicly traded company, no transfer of shares of stock shall be deemed a default.

ARTICLE 15 - WAIVER OF CLAIMS

Company hereby waives any and all claims it now has or may hereafter have against the City and Authority, and against any member (including, without limitation, all members of the governing board of Authority, the Orlando City Council, and the advisory committees of each), officer, agent or employee of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. Company further hereby waives any and all claims for compensation for any and all loss or damage sustained by

reason of any delay in making the Premises available to Company or by reason of any defects or deficiencies in the Premises or because of any interruption in any of the services thereto, including, but not limited to, power, gas, telephone, heating, air-conditioning or water supply systems, drainage or sewage systems, and Company hereby expressly release the City and Authority from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 16 – FURTHER DEVELOPMENT OF PREMISES

In the event Company has not agreed to construct Improvements upon the full 9,000 square feet available (the undeveloped remainder of which is hereinafter referred to as the "Undeveloped Portion") on the Premises, the Authority reserves the right to seek proposals to develop the Undeveloped Portion. Authority will allow Company thirty (30) days prior to release of a request for proposals or for qualifications to decide whether to accept to develop the Undeveloped Portion (the "Option") before the Authority releases a request for proposals or qualifications on the Undeveloped Portion. Upon the expiration of the thirty days, Company's Option shall expire. If another entity does enter an agreement with the Authority to develop the Undeveloped Portion, then the Authority will establish the parameters, at its sole discretion, for the entity to contribute to the common area maintenance.

ARTICLE 17 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

A. **Required Covenants.** The provisions set forth in the Required Covenants, attached hereto as Appendix 2, are incorporated herein as if set forth in this Agreement verbatim. The Authority shall have the right to enforce the Required Covenants.

B. **Remedies; Attorneys' Fees and Costs.** All remedies provided to the Authority in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. In the event that any proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable Attorneys' Fees, reasonable expert witness fees, and any other expenses incurred in connection with such proceedings.

C. **WAIVER OF JURY TRIAL. COMPANY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS, AND COVENANTS OF THIS AGREEMENT.**

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D. **Warranty of Company as to Conflicts of Interest.** Company represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any interest, direct or indirect, in the business of Company to be conducted hereunder, and that no such persons shall have any such interest at any time during the term hereof.

E. **Notices.** All notices required or permitted to be given by Authority to Company hereunder shall be in writing and delivered to it by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested, addressed to Company at the address shown on page one hereof. All notices required or permitted to be given to Authority hereunder shall also be in writing and delivered to it by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested addressed to:

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Either party may change its address for purposes of this paragraph by written notice similarly given.

F. **Regulations of Authority.** The rights and privileges granted to Company hereunder and the occupancy and use by Company of the Facility shall at all times be subject to the reasonable rules and regulations of Authority as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Authority's Policy and Procedures Manual as the same may be amended from time to time. Company shall observe and comply with all reasonable rules and regulations of Authority including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Authority shall, at Company's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Company.

G. **Interest.** Any sums payable to Authority by Company under any provisions of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

H. **Miscellaneous Provisions.**

1. Company and its employees shall promptly observe and comply with applicable provisions of all municipal, county, state or federal laws, ordinances, regulations or rules which govern or apply to Company or to its operations hereunder.

2. This Agreement shall not be recorded. Simultaneously herewith, the parties will execute a Memorandum of Travel Plaza Commercial Agreement in the form attached hereto as **Exhibit "G"**, which will be recorded by Authority in the Public Records of Orange County, Florida. Upon the determination of the Rent Commencement Date, the parties will execute a revised Memorandum of Agreement in a form acceptable to Authority which clarifies the start date of the Initial Term of the Agreement, which revised Memorandum of Agreement will also be recorded by Authority in the Public Records of Orange County, Florida.

3. Company shall, at its own cost and expense, procure and keep in force during the term of this Agreement, all necessary licenses, registrations, certificates, bonds,

permits, and other authorizations as are required by law in order for Company to operate from the Facility granted hereunder, and shall pay all taxes (including sales and use taxes), assessments (including, without limitation, storm water utility fees), excises, license, certification, permit and examination fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction, on Company's property, on its operations, on its gross receipts, on its income, on this Agreement and the fees payable to Authority hereunder, on the rights and privileges granted to Company herein, on the Facility and on any and all Improvements, and Company shall make and file all applications, reports, and returns required in connection therewith.

4. Company shall, at its own cost, ensure that its Improvements, facilities, furnishings and equipment and the functions it performs hereunder comply with the requirements of the Americans with Disabilities Act ("ADA"), P.L. 101-336, 104 Stat. 327 (1990). In particular, without limitation, Company shall, at its own cost, improve or modify the Premises to comply with the accessibility guidelines promulgated pursuant to the ADA. Company shall also, at its own cost, modify its operations as may be required by the Authority to enable the Authority to meet its ADA obligations with respect to Company's operations. Any such improvement or modification shall be performed to the satisfaction of the Authority. In the event Company shall fail to improve or modify the Facility as required by the Authority, the Authority shall have the right to enter into the Facility and perform such improvement or modification on Company's behalf, without liability for any disruption to Company's activities therein during the completion of or as a result of such improvements or modifications, and the cost of such improvements or modifications shall be deemed additional fees due hereunder and shall be promptly paid by Company to the Authority.

5. Company agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Authority, any damage caused by Company or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any Improvements or property located thereon, subject to the provisions of Article 9.C.3. above.

6. Nothing contained in this Agreement shall be deemed or construed by Authority or Company or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Company, it being expressly understood and agreed that neither the computation of Annual Rent, Rent nor any other provisions contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Company other than the relationship of landlord and tenant. No provision of this Agreement shall be deemed to make Authority the joint employer of any employee of Company.

7. Company grants Authority and its authorized agents full and free access to the Facility at all reasonable times (upon reasonable prior notice, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Company hereunder are being met and performed, enforcing applicable laws and regulations, and protecting persons and property. Company shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport.

The Authority will use its best efforts not to interfere with Company's operating during any inspection.

8. The Authority presently operates the Airport under an Amended and Restated Operation and Use Agreement with the City dated August 31, 2015 (such Operation and Use Agreement is hereinafter the "**Operation and Use Agreement**"), which provides that on its termination for any reason, responsibility for operating the Airport would revert to the City. Authority, Company, and by its execution of the joinder attached hereto, the City, agree that on the termination for any reason of the Operation and Use Agreement between the City and Authority: (i) the City shall be deemed to be the lessor hereunder and shall be bound by all provisions of this Agreement, and (ii) all references contained herein to "Authority" shall be deemed to refer to the City. Notwithstanding the foregoing, however, Company hereby acknowledges and agrees to the following: if the Operation and Use Agreement between the City and the Authority expires or is terminated prior to the expiration or earlier termination of this Agreement, and the City succeeds to the interests of the Authority under this Agreement, then all of the City's obligations under this Agreement shall be payable solely from the revenues generated for the City at the Orlando Executive Airport or the Orlando International Airport, and the City shall have no obligation to use any of its other revenues in the performance of such obligations.

9. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

10. Time is expressed to be the essence of this Agreement.

11. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

12. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

13. Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the Executive Director or the Authority, or if a determination or judgment is to be made by the Executive Director or the Authority, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Executive Director or the Authority.

14. Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, South Terminal Complex, landing areas and taxiways as it may reasonably see fit (including entering the Facility), free from any and all liability to Company for the loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.

15. As required by Florida law, the Authority hereby includes the following notification as part of this Agreement:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

16. Words of gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

17. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between Authority and Company as may reasonably be requested.

18. Company shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of the Premises) and shall control the Facility so as to prevent or deter unauthorized persons from obtaining access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "**Air Operations Area**"). Any fines or other penalties incurred by the Authority as a result of Company's breach of this Section shall be included in the indemnification provided to Authority pursuant to Article 9.A of the Agreement.

19. If either party hereto shall fail to timely perform any of its obligations under this Agreement as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of war or other national emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), then such failure shall be excused and not constitute a default under this Agreement by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Rent and any other payment obligations of Company under this Agreement shall not abate, and Company shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Company to pay Annual Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Company to procure funds or obtain financing necessary to comply with Company's obligations under this Agreement.

20. **Subordination.**

a. This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and the City, and those between the Authority or the City and the United State of America, the State of Florida, or the County of Orange, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport or the Orlando International Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, the Orlando International Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

b. In the event the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport or the Orlando International Airport, Company hereby consents to any and all such modifications and changes as may be reasonably required.

I. **Applicable Law.** This Agreement has been entered into and shall be governed by, and shall be construed and interpreted in accordance with the laws of, the State of Florida. Any proceedings whether local, state or Federal brought by any party to this Agreement, arising out of any covenant, provision or condition of this Agreement shall be filed in a court of competent jurisdiction in Orange County, Florida.

J. **Public Entity Crimes Act.**

Section 287.133(2)(a), Florida Statutes, provides that:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on Agreements of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

K. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Company hereby affirms the completeness and accuracy of the

information provided by Company to Authority in the Eligibility and Proposal Form, and in all attachments thereto and enclosures therewith, submitted by Company to Authority in connection with the award of the Agreement

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**GREATER ORLANDO
AVIATION AUTHORITY**

By: _____
Philip N. Brown, Executive Director

Date: _____

Approved as to form and legality for the use and reliance of the Greater Orlando Aviation Authority, only.

By: Marchena and Graham, P.A., Counsel

Marcos R. Marchena

ATTEST:

Dayci Burnette-Snyder, Assistant Secretary

ATTEST: _____

Printed Name: _____

Title: _____

[Corporate Seal]

OR

WITNESSES:

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX 1

Standards for Operating Travel Plaza Facility

A. **Operating Hours.** Company shall operate the convenience store on the Premises in accordance with the provisions of this Agreement from twenty-four (24) hours per day seven (7) days per week or such other hours as the Executive Director may require from time to time throughout the term hereof, to provide a high level of service to the traveling public.

B. **Type of Operation.** Company shall at all times during the term hereof occupy, equip, furnish, operate and maintain a first-class Travel Plaza Facility on the Premises which meets the definition of the NACS of a traditional convenience store (broad merchandise mix, extended hours of operation, and a minimum of at least 500 stock keeping units), maintain at least one indoor public payphone, and shall sell products including, but not limited to: soft drinks, bottled water, juices, prepacked foods, candy, snacks, toiletries, maps, periodicals, Florida lottery tickets, motor oil, windshield wiper fluid, and antifreeze ("**Products**"). In addition, Company shall sell at least three (3) grades of unleaded gasoline, via self-service dispensers with card readers, and shall include self-service equipment for car vacuuming (which may be coin operated), and self-service equipment for air dispensing (which shall be free of charge). Company shall keep the Facility in a safe, clean, orderly, and attractive condition satisfactory to the Executive Director. Company shall maintain a sufficient number of trained personnel to ensure that customers of Company will receive prompt and courteous service at all times. Company shall offer for sale only Products and fuel of the highest quality. Any item sold or service provided which the Executive Director deems offensive to the general public shall be promptly and permanently removed by Company from the Facility upon notice from the Executive Director. Company shall not permit any nuisance, waste or injury to be committed on the Facility.

C. **Quality of Travel Plaza Facility Products.**

1. Company acknowledges that the primary goal of the Authority, with regard to the Travel Plaza Facility operations hereunder is to provide to the public and the air traveler high quality Products and fuel and first class service at reasonable prices. Company further acknowledges the special characteristics of the Orlando air traffic market, which has a very high proportion of tourist travelers, many with small children, who spend considerable time in the Airport before departing for their destinations and frequently avail themselves of food and beverage services. To ensure that these visitors depart Orlando with the best impression possible of the Airport and the community, the Authority is unequivocally committed to maintain high quality Products and fuel and services at reasonable prices at all times throughout the term of this Agreement. The Company shall serve only high quality Products and fuel which shall be comparable in quality to comparable Products and fuel served in first class convenience stores in the Greater Orlando area. In the preparation and service of all food and beverages, Company shall conform in all respects to applicable municipal, county, state and federal laws, ordinances and regulations.

2. In the event Company is operating a fast casual restaurant as part of the Travel Plaza Facility, upon written notice to Company by the Executive Director of any violation of this Appendix 1.C. with respect to the healthfulness of any food or beverage or failure to comply with any applicable municipal county, state and federal laws, ordinances and regulations with respect to the preparation and service of food and beverages at the Facility (which notice shall specify the deficiency in the quality of the food or beverages constituting the violation), the Company shall correct such violation within twenty four (24) hours of the time of receipt of such written notice (or such greater period of time that the Executive Director may allow) and promptly advise the Executive Director in writing of the corrective measures Company has taken.

3. Upon written notice to the Company by the Executive Director of any violation of this Appendix 1.C. with respect to the quality of any "mass market" food or beverage items (which notice shall specify the deficiency in the quality of the food or beverages constituting the violation), Company shall correct such violation within forty eight (48) hours of the time of receipt of such written notice (or such greater period of time that the Executive Director may allow) and promptly advise the Executive Director in writing of the corrective measures Company has taken.

4. At any time during the term of this Agreement, the Executive Director may hire an independent consultant to undertake a survey of the overall quality of the Products, fuel and services at the Facility (or the quality of one or more particular items thereof) served by the Company in the Travel Plaza Facility and the quality of the Products and fuel sold in first class convenience stores in the Greater Orlando area. If the survey indicates that the quality of any Products or fuel sold by Company is below that served in a first class convenience stores in the Greater Orlando area, the Executive Director may send a written notice to Company specifying the deficiencies in the quality of its Products or fuel noted in the survey and directing Company to make the required improvements within fifteen (15) days from the date of receipt of such written notice (or such greater period of time that the Executive Director may allow) and promptly to advise the Executive Director in writing of the corrective measures Company has taken.

5. Company shall be in default under this Agreement if it: (i) fails within the specified time to make the improvements in the quality of its Products or fuel required under this Appendix 1.C.; (ii) fails within the specified time to make the improvements in the quality of Company's food and beverages under this Appendix 1.C.2, above, a total of three (3) times (aggregating violations of this Appendix 1.C.2) during any consecutive twelve (12) month period; or (iii) fails to make the improvements in the quality of Company's food and beverages required under this Appendix 1.C.2 within twenty four (24) hours (or such greater period as the Executive Director may allow) or Appendix 1.C.3. within forty-eight (48) hours after notice from the Executive Director on any single occasion.

6. Authority may declare Company in default of this Agreement for violation of the requirements of this Appendix 1.C. without reference to the thirty-day (30) day notice period set forth in Article 13.A.4.

D. **Cash Handling Procedures.** Company shall at all times observe prudent cash handling procedures, and it shall immediately implement any new procedures, or revise any

existing procedures in such a manner as the Executive Director may require from time to time, provided that the Executive Director gives written notice thereof to Company. Before beginning operations under this Agreement, Company shall submit its proposed cash handling procedures to the Executive Director for review and approval.

E. **PCI Compliance.** Company shall not connect to or utilize any computer network or systems of the Aviation Authority, including, without limitation, for transmission of credit card payments. Company shall be solely responsible for providing and maintaining its own computer networks and systems and shall ensure its system ensure its system used to collect, process, store or transmit credit card or customer credit card and/or personal information is compliant with all applicable Payment Card Industry ("PCI") Data Security Standard ("DSS").

1. Company shall, within 5 days, notify the Aviation Authority of any security malfunction or breach, intrusion or unauthorized access to cardholder or other customer data, and shall comply with all then applicable PCI requirements.

2. Company, in addition to notifying the Aviation Authority and satisfying the PCI requirements, will immediately take the remedial actions available under the circumstances and provide the Aviation Authority with an explanation of the cause of the breach or intrusion and the proposed remediation plan. Company will notify the Aviation Authority promptly if it learns that it is no longer PCI DSS compliant and will immediately provide the Aviation Authority with a report on steps being taken to remediate the non-compliance status and provide evidence of compliance once PCI DSS compliance is achieved.

3. Company, its successor's and assigns, will continue to comply with all provisions of this Agreement relating to accidents, incidents, damages and remedial requirements after the termination of this Agreement.

4. Company shall ensure strict compliance with PCI DSS for each credit card transaction and acknowledges responsibility for the security of cardholder data. Company will create and maintain reasonable detailed, complete and accurate documentation describing the systems, processes, network segments, security controls and dataflow used to receive, process transmit store and secure Customer's cardholder data. Such documentation shall conform to the most current version of PCI DSS.

5. Company must maintain PCI Certification as a bankcard merchant at the Airport. Company is responsible, at Company's own expense, to contract and pay for all quarterly, annual or other required assessments, remediation activities related to processes within Company's control, analysis or certification processes necessary to maintain PCI certification as a bankcard merchant.

6. PCI DSS - Company shall make available on the Facility, within 24 hours upon request by the Aviation Authority, such documentation, policies, procedures, reports, logs, configuration standards and settings and all other documentation necessary for the Aviation Authority to validate Company's compliance with PCI DSS as well as make available to the individuals responsible for implementing, maintaining and monitoring those system components

and processes. Requested logs must be made available to the Aviation Authority in electronic format compatible with computers used by the Aviation Authority.

7. Evidence of PCI DSS Compliance – Company agrees to supply their PCI DSS compliance status and evidence of its most recent validation of compliance upon execution of the Contract. Company must supply to the Aviation Authority evidence of validation of compliance at least annually to be delivered along with the Annual Certification of Fees in accordance with Article 5.C. of this Agreement.

F. Standards of Service

1. Company shall at all times during the term hereof maintain a sufficient number of properly trained personnel to ensure that all customers of Company receive prompt and courteous service at all times, and all such personnel, while on or about the Facility, shall be polite, clean, appropriately attired and neat in appearance. Employees of Company shall wear appropriate identification badges, subject to the approval of the Executive Director, and employees performing similar jobs shall wear similar uniforms, which shall be clean and pressed.

2. Company shall continuously monitor the supply of Products and fuel to ensure that there is a sufficient supply of such items on hand at all times to meet the foreseeable demand therefore.

3. Company shall employ sufficient personnel in all facilities in the Facility to ensure that condiment containers, utensil and napkin holders, where used, are replenished as necessary. Company shall make special efforts to maintain in a clean, presentable and sanitary condition at all times, all counters, the exterior of trash/garbage containers, all condiment stands, utensil and napkin holders, and the floor coverings.

4. Except as the Executive Director may otherwise agree in writing, Company shall operate this Facility only through its own employees. Company shall comply with the requirements of all statutes, regulations and rules applicable to its employment practices in connection with the operation of this Facility, including, without limitation, the Fair Labor Standards Act, shall pay all appropriate federal and state employment and withholding taxes, and shall maintain records demonstrating compliance with the foregoing. All such records shall, upon reasonable notice from the Executive Director, be made available, either at the Facility, or, at the Executive Director's option, at the offices of the Authority, for inspection by Authority, through its duly authorized representatives as often as the Executive Director shall request for a period of up to three (3) years after the end of the Agreement Period to which such records pertain.

G. Sanitary Condition of Facility and Equipment.

1. The Facility, including all restrooms, and all equipment and materials used by Company shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, insects, rodents, vermin and other offensive or unclean materials. All trays, dishes, glassware, utensils and other equipment shall be cleaned immediately after

each use and shall be kept clean until reused. Grease traps and connection lines servicing the Facility shall be cleaned and maintained in proper working condition by Company. Kitchen exhaust fans, hoods and ducts shall be cleaned at least every ninety (90) days. Company shall maintain in effect throughout the term of the Agreement a pest control service for all of its Facility and provide evidence thereof to the Authority as may be requested by the Executive Director.

2. During the entire Term of this Agreement, Company shall be responsible for the storage, collection and removal from the Facility of all trash, garbage and other refuse resulting from Company's activities on the Facility. Company shall provide appropriate, covered, receptacles for trash, garbage and other refuse, will maintain the receptacles in an attractive, safe and sanitary manner, and will store receptacles in inconspicuous places on the Facility that are screened from public view

3. Company shall strictly comply with all applicable building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations and all Airport rules and regulations with respect to the operation or maintenance of grease traps, if applicable.

4. Company shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the Facility or annoy, disturb or be offensive to others in the Airport.

5. In the event Company fails to perform any sanitation procedures which the Executive Director determines are necessary to maintain the Premise and any improvements, furnishings, fixtures, trade fixtures, signs and equipment therein in properly sanitary condition, the Executive Director may, by written notice, direct Company to perform such procedures promptly, and, if Company fails to do so, Authority may, without waiving any of its other rights under this Agreement, enter upon the Facility to perform such procedures and require Company to pay the costs thereof.

H. **Deliveries.** All deliveries to and from the Facility shall be during such hours and at such locations as the Executive Director may specify.

I. **Reasonable Prices.** Prices and charges for all Products and Fuel offered for sale on the Facility shall be fair and reasonable.

1. "Reasonable prices" for Products sold by Company on the Facility shall be defined as prices comparable to the prices charged for Products at other comparable convenience stores in the Greater Orlando area (excluding theme parks).

2. "Reasonable prices" for fuel sold by Company on the Facility shall be defined as no higher than the median price of fuel sold at the ten closest gas stations to the Travel Plaza Facility, excluding the highest and lowest priced gas stations.

3. In the event Company is operating a fast casual restaurant as part of the Travel Plaza Facility, in addition to the requirements of this Appendix 1.G.1. above, where the prices are printed on the menus, the price charged by Company for said item shall not exceed the printed menu price.

4. Company's initial schedule of merchandise items is set forth in **Exhibit F**. The initial price of merchandise may not be greater than the prices that Company submitted as part of its proposal to the Authority dated _____, 2016 (the "Proposal").

5. Notwithstanding any other provision hereof, if the Executive Director makes a preliminary determination that any particular price or charge of Company on the Facility is excessive in relation to prices or charges for comparable Products at the comparable facilities mentioned above, the Executive Director may notify Company in writing that it must reduce such price or charge, and Company shall have ten (10) days from the date of receipt of such notice to implement an appropriate reduction in accordance with such notice. Such price or charge may thereafter be reinstated with the Executive Director's written approval if Company is able to produce evidence demonstrating to the Executive Director that such price or charge is reasonable in relation to prices and charges for comparable Products and fuel in such relevant facilities mentioned above. In the event the Executive Director declines to approve the reinstatement of such price or charge, Company may appeal the Executive Director's decision to the Authority's governing board by written notice served upon the Authority within three (3) days after such determination by the Executive Director. The decision of the Authority's governing board shall be final and may be reviewed by certiorari by the Circuit Court for Orange County, Florida. In no event shall Authority, its Executive Director, or any member, officer, employee or agent thereof, be liable in damages or otherwise to Company or to any third party for any action taken under this paragraph or for any failure of the Company to enforce its right hereunder.

6. The cash registers used by Company must display prices for each item so that they can be easily seen by patrons while a transaction is being made and shall provide for each patron a detailed receipt of Products sold. The fuel pump must likewise display prices for each gallon of fuel and provide each patron a detailed receipt of fuel dispensed and price.

J. **Signs and Graphics.** In entering this Agreement, Company acknowledges the Authority's desire to maintain a high level of aesthetic quality in all facilities throughout the Airport. The Executive Director shall have the right at any time during the term of this Agreement to enter the Facility to ensure that Company's operations conform to the Authority's South Airport Travel Plaza Facility Design Criteria. Upon receipt of a written notice from the Executive Director that he has determined that Company's display or operations do not conform to the South Airport Travel Plaza Facility Design Criteria, Company shall immediately make the modification to achieve conformance. All signage and graphics on the Facility must be in accordance with the South Airport Travel Plaza Facility Design Criteria and approved by the Executive Director prior to the installation.

K. **Change Making Services.** Company shall provide without charge, change making service at each cashier's location in the Facility.

L. **Paging System.** Company shall not install any paging system within the Facility.

M. **Manager.** The management, maintenance, and operation of the Facility and the services provided there shall be at all times during the term hereof under the supervision and

direction of an active, qualified, competent, and experienced manager who shall at all times be subject to the direction and control of Company. Company will cause such manager to be available at the Facility during normal business hours, and Company will at all times during the absence of such manager assign or cause to be assigned a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties.

N. **Personnel.**

1. Company shall, in its operation of the Facility under this Agreement, employ or permit the employment of only such personnel that will assure a high standard of service to the public. All such personnel, while on or about the Facility, shall be clean, neat in appearance, uniformly attired (with appropriate identification badge displaying no less than Company's and employee name), and courteous at all times.

2. No personnel employed by Company, while on or about the Airport, shall use improper language, act in a loud, boisterous, or otherwise improper manner, or be permitted to solicit business in an inappropriate manner within the Facility. Company shall maintain a sufficient number of trained personnel to ensure that customers of Company will receive prompt and courteous service at all time.

O. **Shopping Service.** The Executive Director shall have the right (without limitation) to monitor and test the quality of Company's service and the effectiveness of its cash handling procedures through the use of a professional shopping service employed by the Authority. In the event that the Authority determines through the use of such shopping service that the level of Company's service is below that required under the terms of this Agreement or that Company's sales are not being properly recorded, then Company shall immediately undertake the correction of the problem.

P. **Customer Complaints.** In the event that any written customer complaint with respect to Company's operations on the Facility is delivered to Company at the Facility (or to the Authority and forwarded to Company), Company agrees that it shall promptly respond in writing to such complaint and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Additionally, Company shall provide to the Authority, without further demand, a copy of each such complaint and Company's written response thereto.

Q. **Employee Discount.** Company shall offer to all persons employed at the Airport and displaying employee identification badges authorized by the Executive Director, a discount of no less than twenty percent (20%) on all items, except fuel, alcoholic beverages and tobacco products, excluding only advertised promotions. In the event Company offers employee discounts other than twenty percent (20%), Company shall separately report gross receipts related to such discounts on Exhibit "E".

R. **No Smoking Policy.** Except as otherwise provided by the Authority, the Airport is a non-smoking facility and Company expressly agrees to abide by the Authority's no smoking policy.

S. **Sustainability.** In support of the Aviation Authority's Sustainability Management Plan, Company agrees that it will use its best efforts to implement the following:

1. ban polystyrene foam (Styrofoam) for all disposable consumer packaging;
2. ban all petroleum-based plastic disposable consumer containers, utensils, and bags;
3. source separate all solid waste refuse into recyclables, compostables, and refuse;
4. procure and use only green cleaning chemicals certified under the Green Seal or equivalent;
5. procure recycled content paper for printing uses that has a minimum recycled content of 100%;
6. donate surplus food to the greatest extent allowable by food safety regulations;
7. utilize high efficiency lighting that meets or exceeds Florida Building Code, Energy Conservation standards; and
8. utilize water conservation efforts that meet or exceed Florida Building Code, Energy Conservation standards.

APPENDIX 2

SOUTH AIRPORT TRAVEL PLAZA FACILITY DESIGN CRITERIA

APPENDIX 3

Required Provisions

A. **Agreements with the United States, State of Florida, County of Orange and City of Orlando.** This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between Authority and the City of Orlando, and those between Authority or the City of Orlando and the United States of America, the State of Florida, or the County of Orange, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

B. **Right to Amend.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Company hereby consents to any and all such modifications and changes as may be reasonably required.

C. **Covenants Against Discrimination.**

1. Company on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Facility or the Food Court Common Area or the Airport; (2) that in the construction of any Improvements at the Airport and the furnishing of services in connection therewith, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Company shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and Part 27, Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefitting From Federal Financial Assistance (1991), as said Regulations may be amended. Likewise, Company shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, disability or marital status. Should Company authorize another person or entity, with the Aviation Authority's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Company shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Company shall furnish the original or a true copy of such agreement to the Aviation Authority.

2. Company will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Aviation Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company shall so certify to the Aviation Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, the Aviation Authority shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to re-enter and repossess the Facility or the Food Court Common Area and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to the Aviation Authority by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 and Part 27 are followed and completed, including exercise or expiration of appeal rights.

4. Company assures Aviation Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Company also assures the Aviation Authority that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Executive Director.

5. Company further assures Aviation Authority that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted at or in connection with its operations at the Facility or the Food Court Common Area. Company also assures the Aviation Authority that it will require its contractors and sublessees to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers, which are entered into in connection with Company's operations at the Facility or the Food Court Common Area.

6. a. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, subpart F.

b. Company agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. The Aviation Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Company agrees that it will adopt such requirements as part of this Agreement.

4. **Americans with Disabilities Act.** As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Company shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Authority to enable the Authority to meet its ADA obligations with respect to Company's operations) as a result of (i) any Improvements now or hereafter erected on the Premises, (ii) Company's particular use of the Facility and (iii) any changes to the ADA after the Effective Date. Any modification to the Facility, which Company is required to make under this Section, shall be performed to the satisfaction of the Authority. In the event the Company shall fail to construct or modify any Improvements to the Premises as required under this Section, the Authority shall have the right to enter the Facility and perform such modifications on the Company's behalf, without liability for any disruption to the Company's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Company and shall be promptly paid by the Company to the Authority as additional Rent hereunder.

5. **Right to Modify.** The parties hereto covenant and agree that, during the term hereof, the Authority may unilaterally modify this Agreement upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission rulings or opinions. This Article shall not preclude Company from contesting said rulings or opinions, but Company shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

6. **Federal Aviation Administration Requirements.**

1. Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

2. Company expressly agrees, on behalf of itself and its successors and assigns:

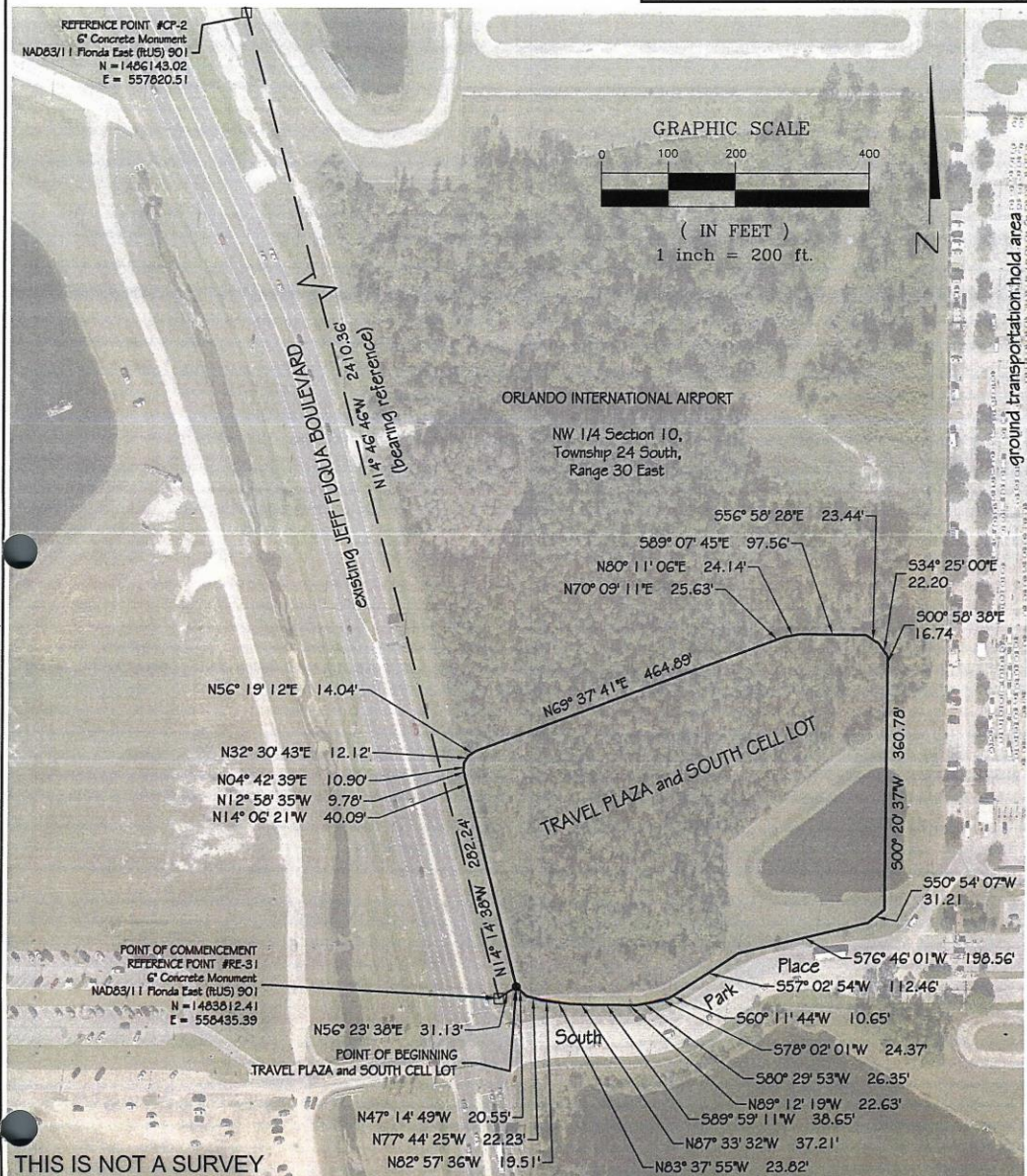
a. to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

b. to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

EXHIBIT "A-1"

DEPICTION OF LAND

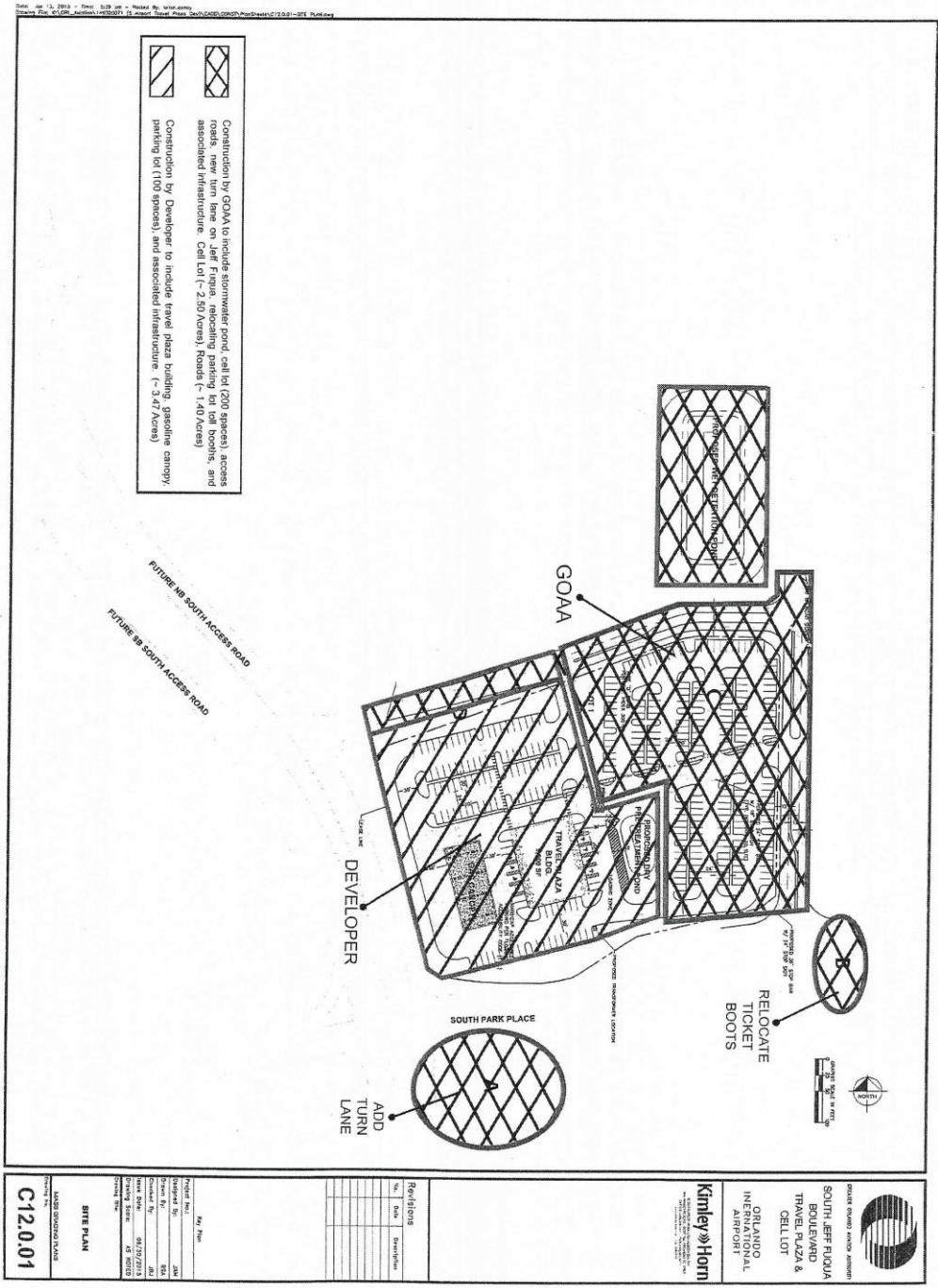
**GREATER ORLANDO AVIATION AUTHORITY
OIA SOUTH AIRPORT TRAVEL PLAZA
PARCEL : TRAVEL PLAZA AND SOUTH CELL LOT
PURPOSE : LEASE AREA**



FOR:	Kimley-Horn and Associates, Inc.	OIA Travel Plaza and South Cell Lot Sketch and Description	SHEET 2 OF 2
DATE: 05/04/2015		Amec Foster Wheeler Environment & Infrastructure, Inc.	REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150810	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA	DATE BY
APPROVED BY: RMJ		Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	DRAWING NAME: OIA Travel Plaza Survey LEGAL.dwg

EXHIBIT "A-2"
SURVEY AND LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A-3 AUTHORITY AND COMPANY RESPECTIVE IMPROVEMENTS



Kimley-Horn
CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
1000 WEST 17TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303.733.8800
WWW.KIMLEY-HORN.COM

Revisions	
No.	Description

DATE: 04/27/2011

PROJECT NO.: 1100000000

PROJECT NAME: SOUTH JEFF RUDJA BOULEVARD TRAVEL PLAZA & CELL LOT

PROJECT LOCATION: ORLANDO INTERNATIONAL AIRPORT

PROJECT NUMBER: C12.0.01

PROJECT TITLE: SITE PLAN

PROJECT NUMBER: C12.0.01

EXHIBIT "B"

**FORM OF SURETY PAYMENT BOND
GREATER ORLANDO AVIATION AUTHORITY
PAYMENT BOND NUMBER _____**

KNOW ALL MEN BY THESE PRESENTS that _____, a _____ corporation, hereinafter referred to as Principal, whose address is _____ and whose phone number is _____, and _____, a corporation organized under the laws of the State of _____, whose address is _____ and whose phone number is _____ and who is licensed to do business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the Greater Orlando Aviation Authority, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 and whose phone number is 407-825-2001, as Obligee, hereinafter referred to as Lessor, in the Penal Sum of _____ DOLLARS (\$ _____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has leased from Lessor 5.97 acres of real property at the north east corner of Jeff Fuqua Boulevard and South Park Place at Orlando International Airport, for the development of a travel plaza in accordance with the Travel Plaza Commercial Agreement dated _____, (contract number _____) which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the "Agreement"; and

WHEREAS, Principal has by written agreement dated _____, entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction of improvements to the above-described real property; and

WHEREAS, under the terms of the Agreement, Principal is required to indemnify and hold harmless Lessor from and against any and all claims of claimants for improvements to the above-described real property, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the improvements to the above-described real property;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants supplying Principal and/or Contractor with services, labor, materials, or supplies, used directly or indirectly by Principal and/or Contractor in the prosecution of the improvements to the above-described real property as provided for in Article I of the Agreement and in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Lessor or the Principal from liens, and

complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

2. Therefore, a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his services, labor, materials or supplies shall, within forty-five (45) days after beginning to furnish services, labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. Any claimant who has not received payment for his services, labor, materials or supplies shall, within ninety (90) days after performance of the services or labor or completion of delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment. No action for the services, labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement or Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Agreement or Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Agreement or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Lessor, Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

Any changes in or under the Agreement or Contract and compliance or noncompliance with any formalities connected with the Agreement or Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Agreement and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of :

<hr/> <hr/> <hr/> <p>(SEAL)</p>	<p>“PRINCIPAL”</p> <hr/> <p>By: _____ Name: _____ Title: _____</p>
<hr/> <hr/> <hr/> <p>(SEAL)</p>	<p>“SURETY”</p> <hr/> <p>By: _____ Name: _____ Title: _____</p>

(Countersigned by Florida
Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached. Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT "C"

**FORM OF SURETY PERFORMANCE BOND
GREATER ORLANDO AVIATION AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS that _____, a _____ corporation, hereinafter referred to as Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as "Surety", are held and firmly bound unto the Greater Orlando Aviation Authority as Obligee, hereinafter referred to as Lessor, in the Penal Sum of _____ DOLLARS (\$_____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has leased from Lessor 5.97 acres of real property at the north east corner of Jeff Fuqua Boulevard and South Park Place at Orlando International Airport, for the development of a travel plaza in accordance with the Travel Plaza Commercial Agreement dated _____, (contract number _____) which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the "Agreement"; and

WHEREAS, Principal has by written agreement dated _____, entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by _____, dated _____, which were approved by Lessor, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; and

WHEREAS, under the terms of the Agreement, Principal is permitted or required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Agreement, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal and the Contractor or such replacement contractors as Principal may employ; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal, by and through Contractor or such replacement contractors as Principal may employ:

Promptly and faithfully completes and performs such improvements in accordance with the Plans, the Contract, and the provisions of Article 2 of the Agreement, in the time and manner prescribed therein,

Pays Lessor all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal or the Contractor, expenses, costs and

attorneys' fees, including those incurred in appellate proceedings, that Lessor sustains resulting directly or indirectly from failure of the Principal or the Contractor to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or from any breach or default by Principal or the Contractor under the provisions of Article 2 of the Agreement in connection therewith, and

Pays Lessor all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services), including those incurred in appellate proceedings, that the Lessor sustains resulting directly or indirectly from conduct of the Principal or the Contractor, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal or the Contractor, their officers, agents, employees or any other person or entity for whom the Principal or the Contractor are responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal, individually or by and through the Contractor or such replacement contractors as Principal may employ, shall fail to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or to perform any of the terms, covenants and conditions of Article 2 of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Lessor for all such loss or damage, including reasonable attorneys' fees and other legal costs resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Lessor harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Lessor's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement or the Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Agreement or the Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Agreement or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Lessor or Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to a statute of limitations of four (4) years for claims arising out of the actual construction of improvements and five (5) years for all other claims arising out of this written contract, as set forth in Section 95.11, Florida Statutes. Any changes in or under the Agreement or the Contract and compliance or noncompliance with any formalities connected with the Agreement or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Agreement and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

_____ _____ _____ (SEAL)	"PRINCIPAL" _____ By: _____ Name: _____ Title: _____
_____ _____ _____ (SEAL)	"SURETY" _____ By: _____ Name: _____ Title: _____

 (Countersigned by Florida
 Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached. Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT "D"

**IRREVOCABLE STAND-BY REFURBISHMENT LETTER OF CREDIT FOR
TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY**

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRATION DATE: _____

AGGREGATE AMOUNT: _____ and ____/100 Dollars

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____, a _____ authorized to do business in the state of Florida (the "Company"), we hereby issue this irrevocable stand-by refurbishment letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ **[Bank Name]** Irrevocable Refurbishment Letter of Credit No. _____, dated _____", and must be accompanied by a Statement of Certification in the form attached hereto as Attachment 2 (which is incorporated in this refurbishment letter of credit by this reference). Such Statement of Certification must be signed by the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Authority"), or by his or her designee, and must provide the certification required in A and either B or C, or both:

- A. Certification that Company has failed to faithfully perform one or more of its obligations to the Authority under Article 2.B.16 of that certain Travel Plaza Facility Commercial Agreement, dated _____, as may be amended from time to time (the "Agreement"), by and between Company and the Authority; and,
- B. Certification of (i) the amount of damages and expenses which, in his determination, the Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Authority under such Article 2.B.16 of the Agreement, together with the amount of any interest thereon to the extent required or allowed under such Article 2.B.16. of the Agreement; and/or
- C. Certification (1) that Company has failed to provide to the Authority a stand-by refurbishment letter of credit to replace this letter on or before the date such replacement was due under such Article 2.B.16. of the Agreement, or in the form required or otherwise in accordance with the requirements of Article 2.B.16 of the

Agreement, and (2) certification of the amount of the required replacement refurbishment letter of credit.

Each draft drawn hereunder shall be in an amount which does not exceed, as applicable, such total amount of damages and expenses and fees, charges and other sums past due and remaining unpaid, together with any interest thereon, and/or the amount of the required replacement refurbishment letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ **[Bank Name]**. If a drawing is made hereunder at or prior to 11 a.m., local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made after 11 a.m., such local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This Refurbishment Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the completion of required refurbishments, or any future expiration date, unless the Authority is notified by the Bank ninety (90) days prior to any of the first six (6) Agreement Periods of the Agreement by the _____ **[Bank Name]** by Registered Mail that _____ **[Bank Name]** elects not to renew the Refurbishment Letter of Credit for any such additional period.

This Refurbishment Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2006 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this refurbishment letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for ninety (90) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____ **[Bank Name]**

By: _____

Title: _____

**ATTACHMENT 2
STATEMENT OF CERTIFICATION FORM**

TO: _____ **[Bank Name]**

DATE: _____

RE: _____ **[Bank Name]**
Irrevocable Letter of Credit Number _____

The undersigned, who is either the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Authority"), or is his or her duly authorized designee, hereby certifies to _____ **[Bank Name]** that [A and either B or C, or both, are required]:

A. _____, a _____ authorized to do business in the state of Florida, (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Article 2.B.16. of the Travel Plaza Facility Commercial Agreement, dated _____, by and between Company and the Authority, as amended from time to time (the "Agreement"); and that

B. In the determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred as a result of such failure by Company, and/or the amount of any fees, charges or other sums past due and remaining unpaid from Company to the Authority under such Article 2.B.16 of the Agreement, together with the amount of any thereon to the extent required or allowed under such Article 2.B.16 of the Agreement, totals \$ _____; and/or

C. Company has failed to provide to the Authority a replacement stand-by refurbishment letter of credit on or before the date required in Article 2.B.16 of the Agreement, or has failed to provide the same in the form required or otherwise in accordance with the requirements of Article 2.B.16 of the Agreement, and that the amount of the required replacement refurbishment letter of credit is \$ _____.

Dated this ____ day of _____, _____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Printed Name: _____

Title: _____

EXHIBIT "E"

Revenue Report

Greater Orlando Aviation Authority

Report for (Month, Year): _____

Company Name: _____

Address: _____

MONTHLY GROSS RECEIPTS:

Non-Employee Sales (exc. Alcohol and Tobacco): _____

(A)

Percentage Fee: x ____% (B)
Percentage Fee Payment _____ (AxB)

Alcohol and Tobacco Sales: _____ (C)

Percentage Fee: x ____% (D)
Percentage Fee Payment _____ (CxD)

Employee Sales (exc. Alcohol and Tobacco): _____

(E)

Percentage Fee: x ____% (F)
Percentage Fee Payment _____ (ExF)

Fuel Dispensed (in gallons) _____ (G)

G of ____ grade _____

G of ____ grade _____

G of ____ grade _____

Fee: x \$00.____ (H)
Fee Payment: _____ (GxH)

TOTAL PERCENTAGE FEE PAYMENT: _____

(AxB)+(CxD)+(ExF)+(GxH)

AMOUNT DUE AVIATION AUTHORITY: _____

Name of Person(s) Submitting Report

Title

(_____) _____

Phone Number

Date

EXHIBIT "F"

Merchandise List

EXHIBIT "G"

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Marcos R. Marchena, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32806
(407) 658-8566

MEMORANDUM OF TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT

THIS MEMORANDUM OF TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT ("Memorandum") is effective this ____ day of _____, 2016, by and between **the GREATER ORLANDO AVIATION AUTHORITY**, a public entity that operates the Orlando International Airport pursuant to that certain Restated Operation Use Agreement dated August 31, 2015, whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 3232827-4399 ("**Authority**"), and _____, ("**Company**").

WITNESSETH

Agreement. Authority and Company entered into that certain Agreement effective as of _____, 2016 ("**Agreement**"), with respect to the construction and operation of a Travel Plaza Facility on certain real property located in Orange County, Florida, more particularly described on the attached **Exhibit "A-2"** (the "**Property**").

Term. The Term of the Agreement begins on the Effective Date hereof and the Initial Term of the Agreement will end, unless sooner terminated in accordance with the terms of the Agreement, 20 years after the Rent Commencement Date, unless renewed pursuant to the terms of the Agreement.

Renewal Options. There are no options to renew.

Company's Improvements. Pursuant to the terms of the Agreement, the Authority's interest in the Property shall not be subject to any liens or claims of lien for any improvements made by or on behalf of Company.

Definitions. TERMS NOT SPECIFICALLY DEFINED IN THIS MEMORANDUM SHALL HAVE THE SAME RESPECTIVE MEANINGS AS ARE ASCRIBED THERETO IN THE AGREEMENT.

Company's Address. A copy of the Agreement is maintained at Company's office located at the following address: _____, Attn: _____, _____.

Agreement Governs. This Memorandum is executed for the sole purpose of giving public notice of certain terms and provisions of the Agreement and shall not create, expand, modify or affect in any way the respective rights, interests, estates, obligations or remedies of Authority or Company. This Memorandum shall not be considered or taken into account in connection with the construction or interpretation of the Agreement or any provision thereof.

Counterparts. This Memorandum may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum effective as of the day and year first above written.

WITNESSES:

COMPANY:

Print Name: _____

By: _____
Printed Name: _____
Title: _____

Print Name: _____

AUTHORITY:

GREATER ORLANDO AVIATION AUTHORITY

ATTEST: _____
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.
Executive Director

Approved as to Form and Legality this ____ day of _____, 2016, for the use and reliance of the Greater Orlando Aviation Authority, only.

Marchena and Graham, P.A.

By: _____
General Counsel/Greater Orlando Aviation Authority

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of _____, on behalf of the corporation. He/She is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public: _____
Print Name: _____
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Phillip N. Brown, as Executive Director of the **GREATER ORLANDO AVIATION AUTHORITY**. He is [] personally known to me or [] has produced as identification.

(NOTARY SEAL)

Signature of Notary Public
Print Name: _____
My Commission Expires: _____
Commission No.: _____

ITEM III-A

AGREEMENT BOND

**TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

KNOW ALL MEN BY THESE PRESENTS:

That _____, a _____ authorized to do business in the state of Florida whose address is _____, (hereinafter called the "Principal"), and _____ a corporation of the State of _____ which is licensed to do business in the State of Florida (hereinafter referred to as the "Surety"), are held and firmly bound unto the Greater Orlando Aviation Authority (hereinafter called the "Authority") in the full and just sum of _____ (the "Sum") covering the period _____, 20__ through _____, 20__, inclusive, to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the terms of that Travel Plaza Facility Commercial Agreement (hereinafter referred to as the "Agreement"), by and between the Principal and the Authority, the Principal shall construct and operate the Authority's Travel Plaza Facility at Orlando International Airport pursuant to the Agreement, and such Agreement is hereby incorporated herein by reference and made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Authority, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Authority may sustain by reason of any failure or default on the part of the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Contract Bond is in effect, the Surety shall remain liable to the Authority beyond the date of the expiration hereof for all sums provided for in the Agreement remaining unpaid as of the date of expiration of this Contract Bond and for all loss or damage (including reasonable attorney's fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Authority for any transfers or payments under the Agreement made by Principal to the Authority prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Authority by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced *pro tanto* upon: (1) the entry of a final, non-appealable

order of a court of competent jurisdiction permitting the Authority to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Authority's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Authority to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Authority.

In the event the Surety fails to fulfill its obligations under this Contract Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Contract Bond.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Authority to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Agreement as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Authority with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Florida. The execution of this Contract Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Contract Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Circuit Court for Orange County, Florida and the U.S. District Court for the Middle District of Florida for such purposes.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed and their seals affixed this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

"Principal"

_____, a
_____, authorized
to do business in the state of Florida

By: _____

Printed Name _____

Printed Name _____

Title _____

Printed Name _____

(SEAL)

"Surety"

By: _____

Printed Name _____

Printed Name _____

Title _____

Printed Name _____

(SEAL)

Countersigned by Florida Registered Agent

Printed Name _____

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

ITEM III-B

**IRREVOCABLE STAND-BY LETTER OF CREDIT FOR
TRAVEL PLAZA COMMERCIAL AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY**

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: _____ and ____/100 Dollars

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____, a _____ authorized to do business in the state of Florida (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ **[Bank Name]** Irrevocable Letter of Credit No. _____, dated _____", and must be accompanied by a Statement of Certification in the form attached hereto as Attachment 1 (which is incorporated in this letter of credit by this reference). Such Statement of Certification must be signed by the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Authority"), or by his or her designee, and must provide the certification required in A and either B or C, or both:

- A. Certification that Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Travel Plaza Facility Commercial Agreement, dated _____ 2016, as may be amended from time to time (the "Agreement"), by and between Company and the Authority; and,
- B. Certification of (i) the amount of damages and expenses which, in his determination, the Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement; and/or
- C. Certification (1) that Company has failed to provide to the Authority a contract bond or stand-by letter of credit to replace this letter on or before the date such replacement was due under such Agreement or in the form required or otherwise in accordance with the requirements of the Agreement, and (2) certification of the amount of the required replacement contract bond or letter of credit.

Each draft drawn hereunder shall be in an amount which does not exceed, as applicable, such total amount of damages and expenses and fees, charges and other sums past due and remaining unpaid, together with any interest thereon, and/or the amount of the required replacement contract bond or letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ **[Bank Name]**. If a drawing is made hereunder at or prior to 11 a.m., local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made after 11 a.m., such local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the Agreement, or any future expiration date, unless the Authority is notified by the Bank ninety (90) days prior to any expiration date of the Agreement by the _____ **[Bank Name]** by Registered Mail that _____ **[Bank Name]** elects not to renew the Letter of Credit for any such additional period.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2006 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for ninety (90) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____ **[Bank Name]**

By: _____

Title: _____

**ATTACHMENT 1
STATEMENT OF CERTIFICATION FORM**

TO: _____ **[Bank Name]**

DATE: _____

RE: _____ **[Bank Name]**

Irrevocable Letter of Credit Number _____

The undersigned, who is either the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Authority"), or is his or her duly authorized designee, hereby certifies to _____ **[Bank Name]** that [A and either B or C, or both, are required]:

A. _____, a _____ authorized to do business in the state of Florida, (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Travel Plaza Facility Commercial Agreement, dated _____, 2016, by and between Company and the Authority, as amended from time to time (the "Agreement"); and that

B. In the determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred as a result of such failure by Company, and/or the amount of any fees, charges or other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amount of any thereon to the extent required or allowed under such Agreement, totals \$ _____; and/or

C. Company has failed to provide to the Authority a replacement contract bond or stand-by letter of credit on or before the date required in the Agreement, or has failed to provide the same in the form required or otherwise in accordance with the requirements of the Agreement, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this ____ day of _____, _____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Printed Name: _____

Title: _____

ITEM III-A

AGREEMENT BOND

**TRAVEL PLAZA FACILITY COMMERCIAL AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

KNOW ALL MEN BY THESE PRESENTS:

That _____, a _____ authorized to do business in the state of Florida whose address is _____, (hereinafter called the "Principal"), and _____ a corporation of the State of _____ which is licensed to do business in the State of Florida (hereinafter referred to as the "Surety"), are held and firmly bound unto the Greater Orlando Aviation Authority (hereinafter called the "Authority") in the full and just sum of _____ (the "Sum") covering the period _____, 20__ through _____, 20__, inclusive, to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the terms of that Travel Plaza Facility Commercial Agreement (hereinafter referred to as the "Agreement"), by and between the Principal and the Authority, the Principal shall construct and operate the Authority's Travel Plaza Facility at Orlando International Airport pursuant to the Agreement, and such Agreement is hereby incorporated herein by reference and made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Authority, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Authority may sustain by reason of any failure or default on the part of the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Contract Bond is in effect, the Surety shall remain liable to the Authority beyond the date of the expiration hereof for all sums provided for in the Agreement remaining unpaid as of the date of expiration of this Contract Bond and for all loss or damage (including reasonable attorney's fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Authority for any transfers or payments under the Agreement made by Principal to the Authority prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Authority by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced *pro tanto* upon: (1) the entry of a final, non-appealable order of a court of competent jurisdiction permitting the Authority to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise

of the Authority's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Authority to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Authority.

In the event the Surety fails to fulfill its obligations under this Contract Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Contract Bond.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Authority to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Agreement as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Authority with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Florida. The execution of this Contract Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Contract Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Circuit Court for Orange County, Florida and the U.S. District Court for the Middle District of Florida for such purposes.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed and their seals affixed this ___ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

“Principal”

_____, a
_____ authorized
to do business in the state of Florida

Printed Name _____

By: _____

Printed Name _____

Printed Name _____

Title _____

(SEAL)

“Surety”

Printed Name _____

By: _____

Printed Name _____

Printed Name _____

Title _____

(SEAL)

Countersigned by Florida Registered Agent

Printed Name _____

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

ITEM III-B

**IRREVOCABLE STAND-BY LETTER OF CREDIT FOR
TRAVEL PLAZA COMMERCIAL AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY**

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: _____ and ____/100 Dollars

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____, a _____ authorized to do business in the state of Florida (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ **[Bank Name]** Irrevocable Letter of Credit No. _____, dated _____", and must be accompanied by a Statement of Certification in the form attached hereto as Attachment 1 (which is incorporated in this letter of credit by this reference). Such Statement of Certification must be signed by the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Authority"), or by his or her designee, and must provide the certification required in A and either B or C, or both:

- A. Certification that Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Travel Plaza Facility Commercial Agreement, dated _____ 2016, as may be amended from time to time (the "Agreement"), by and between Company and the Authority; and,
- B. Certification of (i) the amount of damages and expenses which, in his determination, the Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement; and/or
- C. Certification (1) that Company has failed to provide to the Authority a contract bond or stand-by letter of credit to replace this letter on or before the date such replacement was due under such Agreement or in the form required or otherwise in accordance with the requirements of the Agreement, and (2) certification of the amount of the required replacement contract bond or letter of credit.

Each draft drawn hereunder shall be in an amount which does not exceed, as applicable, such total amount of damages and expenses and fees, charges and other sums past due and remaining unpaid, together with any interest thereon, and/or the amount of the required replacement contract bond or letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ **[Bank Name]**. If a drawing is made hereunder at or prior to 11 a.m., local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made after 11 a.m., such local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the Agreement, or any future expiration date, unless the Authority is notified by the Bank ninety (90) days prior to any expiration date of the Agreement by the _____ **[Bank Name]** by Registered Mail that _____ **[Bank Name]** elects not to renew the Letter of Credit for any such additional period.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2006 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for ninety (90) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____ **[Bank Name]**

By: _____

Title: _____

**ATTACHMENT 1
STATEMENT OF CERTIFICATION FORM**

TO: _____ **[Bank Name]**

DATE: _____

RE: _____ **[Bank Name]**

Irrevocable Letter of Credit Number _____

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A. _____, a _____ authorized to do business in the state of Florida, (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Travel Plaza Facility Commercial Agreement, dated _____, 2016, by and between Company and the Authority, as amended from time to time (the "Agreement"); and that

B. In the determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred as a result of such failure by Company, and/or the amount of any fees, charges or other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amount of any thereon to the extent required or allowed under such Agreement, totals \$ _____; and/or

C. Company has failed to provide to the Authority a replacement contract bond or stand-by letter of credit on or before the date required in the Agreement, or has failed to provide the same in the form required or otherwise in accordance with the requirements of the Agreement, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this ____ day of _____, _____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Printed Name: _____

Title: _____