

(Via Federal Express)

November 29, 2023

Edward Moran
Southwest Florida International Airport
11000 Terminal Access Road
Suite 8671
Fort Myers Florida 33913

Re: First Amendment to Food, Beverage, and Retail Concession Lease
Paradies-Shell Factory II, LLC

Dear Ed:

I have enclosed two originals of the above-referenced First Amendment, which have been executed by Gregg Paradies on behalf of Paradies-Shell Factory II, LLC. We look forward to receiving a fully-executed copy in due course following the board approval meeting.

Best regards,



Karen Suttle
Senior Vice President and General Counsel

Enclosures

cc: Pam Brown

FIRST AMENDMENT TO
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
FOOD, BEVERAGE, AND RETAIL CONCESSION LEASE
WITH PARADIES-SHELL FACTORY II, LLC

THIS AGREEMENT (the "First Amendment") is made and entered into this ____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and **PARADIES-SHELL FACTORY II, LLC**, a Florida limited liability company (herein "Concessionaire"), with its principal offices at 2849 Paces Ferry Road, Overlook 1, Fourth Floor, Atlanta, Georgia 30339.

Background

The Authority operates Southwest Florida International Airport, located in Lee County, Florida (the "Airport"). The Authority and Concessionaire are parties to a "Southwest Florida International Airport Food, Beverage, and Retail Concession Lease" dated September 8, 2022 (herein the "Agreement"), pursuant to which the Authority leases to Concessionaire a number of spaces within the Airport's terminal building for Concessionaire's operation of food, beverage, and retail concessions. The parties now desire to amend the Agreement to address changes to certain unit locations and sizes, sales tax allocation, and lease administration.

NOW THEREFORE, in consideration of the mutual promises

herein, the Authority and Concessionaire hereby mutually agree as follows:

Effective January 1, 2024, the Agreement shall be amended such that:

1. No relocation of Unit D-2. Item (13) of Section 1.2, entitled "Closure of fourteen (14) existing Concession Units and two (2) Storage Areas, and their deletion from the leased premises," shall be deleted. Additionally, Section 1.2 shall be re-titled as follows:

"Section 1.2 Closure of thirteen (13) existing Concession Units and two (2) Storage Areas, and their deletion from the leased premises."

2. Rebranding of Unit B.7.A. Item (5) of Section 1.3, entitled "Closure, demolition, merger, remodeling, renumbering, and reopening of Concessionaire's remaining seven (7) existing Concession Units as six (6) new Units," shall be amended such that any reference to "Bahama Breeze" shall be deleted and replaced with "Air Margaritaville."

3. Remodeling of D-2 to D.11. The following item (8) shall be added to the list in Section 1.3:

- (8) D-2, remodeled and reopened in 2023 as a travel essentials news/convenience store, will remain as such and be renumbered as new Unit number D.11, and will continue selling sundries and convenience items, including candy, gums and mints, bars, gourmet and novelty candy, pre-packaged snacks and

candies, chilled bottled soft drinks and beverages, toys, and fresh "grab and go" items such as sandwiches and salads from local supplier "Wally's Deli." For purposes of this Agreement, the "Reopening Date" and the date of "Beneficial Occupancy" of this Unit will be deemed to be December 1, 2023, with no "Notice to Remodel" or further remodels required under this Section 1.3.

Additionally, Section 1.3 shall be re-titled as follows:

"Section 1.3 Closure, demolition, merger, remodeling, renumbering, and reopening of Concessionaire's remaining eight (8) existing Concession Units as seven (7) new Units."

4. Deletion of D.04 (Reef); elimination of planned relocation of D.11 (former D-2); and potential future relocation of Unit D.08. Items (11) and (13) of Section 1.4, entitled "Addition of thirteen (13) new Concession Units to the leased premises" shall be deleted. The square footage identified in the first paragraph of Section 1.4 shall be increased from 9,515 square feet to 9,539 square feet. Section 1.4 shall be re-titled as follows:

"Section 1.4 Addition of eleven (11) new Concession Units to the leased premises."

The following shall be added to the end of Section 1.4:

Upon the substantial completion of the Authority's Terminal Expansion Project, Concessionaire may, with the prior written consent of the Authority's Executive Director or his designee, relocate Unit D.08 containing the Lego branded kiosk, to another mutually agreeable location inside the Airport Terminal Building. If Unit D.08 is relocated pursuant to this Section, Concessionaire will bear the sole cost and expense of the relocation, and any corresponding exhibits and

floor plan drawings attached to this Agreement may be amended to reflect the new location of Unit D.08 without the need for a formal amendment of the Agreement. Any voluntary relocation of Unit D.08 will not relieve or otherwise alter any of Concessionaire's obligations under the Agreement, including but not limited to the mid-term refurbishment of the Unit pursuant to Section 5.6.

5. Replacement of MT.S1 with B.S6. Section 1.5 "Addition of new Storage Area and Office Area to the leased premises" shall be deleted and replaced with the following:

Section 1.5 Addition of new Storage Area and Office Area to the leased premises. Office Area B.S6 (more specifically identified on Exhibit E attached hereto), containing approximately 455 square feet, will be added to the leased premises, in "as is" condition, effective January 1, 2024.

Concessionaire will construct within the B.S6 space, at its sole cost and expense, all improvements necessary to create a finished physical office and support space, including, but not necessarily limited to, all design, permitting, demolition, removal, construction, and furnishing necessary to transform the leased premises from its then current condition, into a finished office space, including, but not necessarily limited to, exterior and interior walls, doors, partitions, fixtures, equipment, electrical and computer/data terminations, floor coverings, wall coverings, and ceilings. Concessionaire's design and construction of the B.S6 office and support space, must be in accordance with the procedures set forth in Section 5.4 below. All construction, materials, furniture, equipment, and fixtures shall be new and will be in compliance with all applicable laws, including the Americans with Disabilities Act (ADA).

6. Temporary Kiosks. The following shall be added as Section 1.8 to the Agreement:

Section 1.8 Temporary kiosks during unit additions and remodeling. The Authority in its sole discretion may, but is under no obligation to, allow Concessionaire to operate temporary kiosk locations immediately adjacent to either (i) Concession Units that have been and are closed pursuant to Section 1.3 for remodeling; or (ii) any "Additional Unit" that has been turned over to Concessionaire pursuant to Section 1.4 for Concessionaire's initial build-out and has not yet opened. If Concessionaire desires to operate any such temporary kiosk Concessionaire will first provide to the Authority, for its review and consideration, the following information for each proposed temporary kiosk location:

- (A) proposed kiosk size and placement;
- (B) proposed operating hours, staffing, and security plans; and
- (C) a summary of products to be sold at the kiosk location.

If approved, the Authority will provide Concessionaire with written authorization for each such temporary kiosk location. Concessionaire shall not install, open, or operate any temporary kiosk location without first obtaining the prior written authorization of the Authority.

For all approved temporary kiosk locations, Concessionaire shall pay to the Authority monthly, in accordance with the procedures set forth in Section 4.11, Privilege Fees equal to the sum of the following percentages of each temporary kiosk's "Gross Receipts" (as defined in Section 4.3):

- (i) twelve percent (12%) for "grab and go" food items;
- (ii) sixteen percent (16%) for coffee items; and
- (iii) eighteen percent (18%) for all other merchandise.

Notwithstanding the above, the sale of alcohol, and branded merchandise that would otherwise be sold at a food and beverage location, is strictly prohibited at any temporary kiosk location.

Except as otherwise stated in this Section, all approved temporary kiosks must conform to the Authority's Leasehold Development Standards including

the requirements of Section 5.4, the Airport Rules and Regulations, and all other provisions of this Agreement. The Authority reserves the right to require Concessionaire to permanently close and remove any temporary kiosk location upon fourteen (14) days advance written notice from the Authority, and in no event shall any temporary kiosk location remain in the Airport Terminal Building after the "Opening Date" or "Reopening Date" of the impacted Concession Unit pursuant to Sections 1.3 or 1.4.

7. Resulting changes to Section 4.1. In accordance with the above, Section 4.1 is hereby amended as follows:

- (i) The number of existing units identified in item (A) (2) (a) shall be revised from "fourteen (14)" to "thirteen (13)";
- (ii) The number of existing units identified in item (A) (2) (b) shall be revised from "seven (7)" to "eight (8)";
- (iii) The number of existing units identified in item (A) (2) (c) shall be revised from "six (6)" to "seven (7)";
- (iv) Unit D.11 shall be added to the list of units identified in item (A) (2) (c) (4);
- (v) The number of existing units identified in item (A) (2) (d) shall be revised from "thirteen (13)" to "eleven (11)";
- (vi) Unit D.04 shall be deleted from item (A) (2) (d) (5);
and
- (vii) Unit D.11 shall be deleted from item (A) (2) (d) (7).

8. Sales Tax on rent. Section 4.10 "Allocation of Payments" shall be deleted and replaced with the following:

Section 4.10 Allocation of Payments. Concessionaire

and Authority recognize that the Storage and Office Area Rent and Building Service Fee (provided for in parts (B) and (C), respectively, of Section 4.1) are rent and, under current Florida law, are subject to the Florida sales tax imposed under §212.031, Fla. Stat.

For the period beginning on the Effective Date of this agreement and continuing through December 31, 2023, Concessionaire and Authority agree that, of the monthly Concession Fee (provided for in part (A) of Section 4.1), they consider the Minimum Monthly Guarantee to be rent which, under current Florida law, is subject to the Florida sales tax imposed under §212.031, Fla. Stat.

Concessionaire and Authority further agree that, beginning January 1, 2024, of the monthly Concession Fee (provided for in part (A) of Section 4.1), they consider the first \$204,670.00 to be rent which, under current Florida law, is subject to the Florida sales tax imposed under §212.031, Fla. Stat. Concession Fee payments to Authority by Concessionaire in excess of that amount are payments of a privilege, license, franchise, or a concession fee for the privilege of doing business (operating the concessions) at the Airport.

Concessionaire recognizes that the allocation agreed upon herein is not necessarily binding upon the State of Florida, and that if the Florida Department of Revenue determines a different allocation, Concessionaire will pay sales tax accordingly. Sales tax shall be remitted to Authority monthly by Concessionaire, as otherwise called for under this Section, to be remitted to the Florida Department of Revenue as required under Florida law.

9. Administration of agreement. The following shall be added to the Agreement as Section 24.15:

Section 24.15 Administration of Agreement.

Unless and until Authority gives Concessionaire written notice to the contrary, Authority designates its Executive Director, and his or her designees, as its authorized representatives in dealing with Concessionaire pursuant to this agreement, including

but not limited to exercising any of the Authority's rights or options herein to terminate, suspend, continue, or extend this agreement, giving or withholding approvals to Concessionaire, consulting with, giving notice to, receiving notice from, or otherwise dealing with Concessionaire.

10. Revised exhibits. To reflect the changes set forth above:

- (a) the Agreement's "Exhibit B" shall be deleted and replaced with the attached "Revised Exhibit B;"
- (b) the Agreement's "Exhibit D" (Pages 1 through 18), shall be deleted and replaced with the attached "Revised Exhibit D" (Pages 1 through 18); and
- (c) the Agreement's "Exhibit E" (Pages 1 through 24), shall be deleted and replaced with the attached "Revised Exhibit E" (Pages 1 through 22).

11. All other provisions of the Agreement remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

[signature page to follow]

PARADIES-SHELL FACTORY II, LLC
(Concessionaire)

By: 

Print Name: Gregg S. Paradis

As its: President & CEO

Date: Nov 29, 2023

LEE COUNTY PORT AUTHORITY

ATTEST:

By: _____
Chair or Vice Chair,
Board of Port Commissioners

KEVIN KARNES, CLERK

By: _____
Deputy Clerk

Approved As To Form For the
Reliance Of Lee County
Port Authority Only:

By: _____
Port Authority Attorney

REVISED EXHIBIT B

Areas for existing Units to be remodeled per Section 1.3:

| Concession Unit (Original #) | Concession Unit (New # upon post-remodeling reopening) | Approximate Area (sf) | Concept upon Post-remodeling "Reopening Date" (see Section 1.3 for detail) |
|---------------------------------|---|--------------------------|---|
| B-5 | B.02 | 1,582 | Relay |
| B.6.A. | | | |
| B.7.A. | B.03 | 3,292 | Air Margaritaville |
| C.9.A. | C.02 | 974 | Travel Essentials/News/Convenience |
| D.4.A. | D.03 | 1,466 | Travel Essentials/News/Convenience |
| D.10.A. | D.06 | 2,695 | Key Lime Bistro |
| D.18.A. | D.09 | 865 | Travel Essentials/News/Convenience |
| D-2 | D.11 | 54 | Travel Essentials/News/Convenience |
| Total | | 10,928 | |

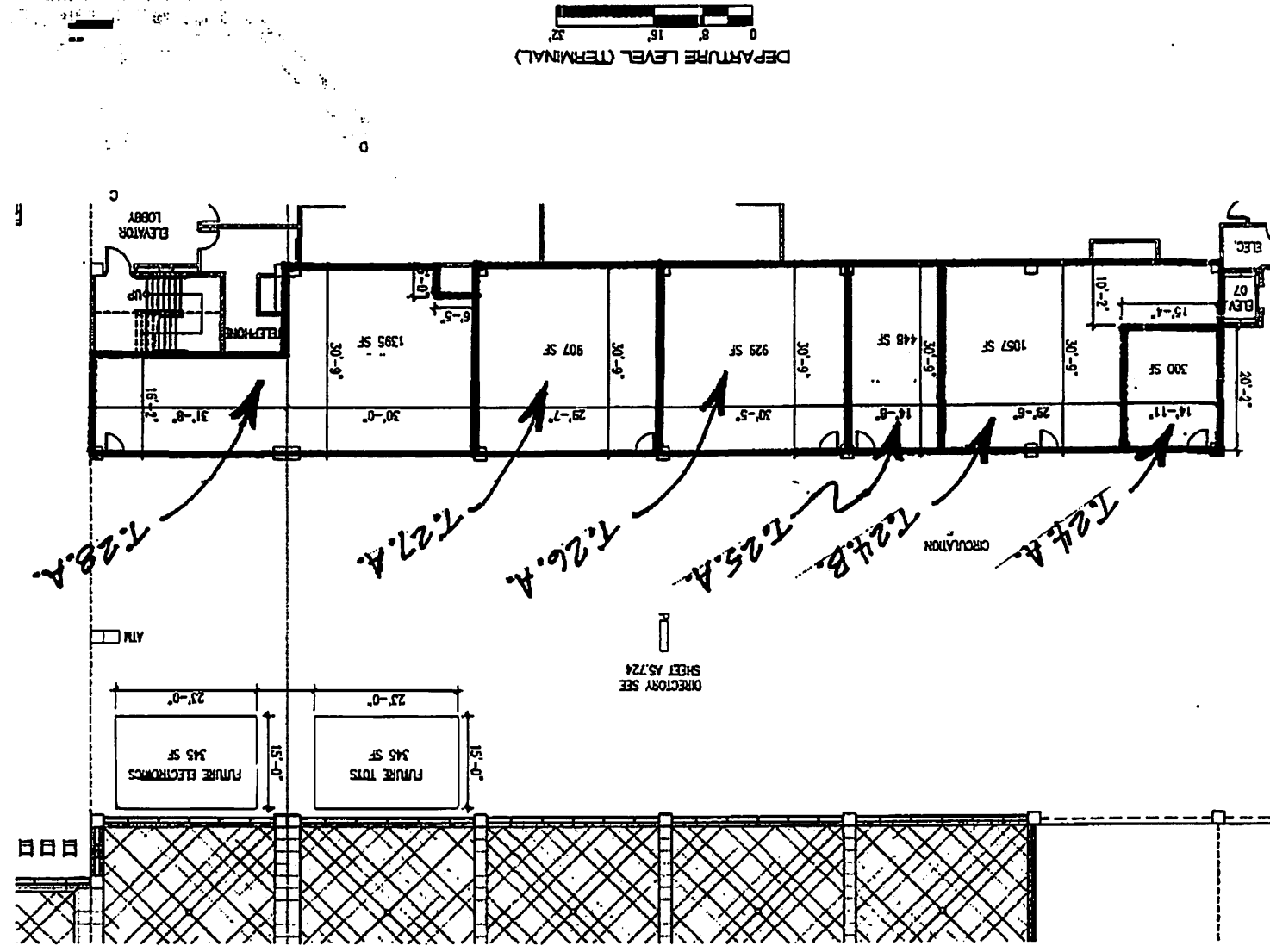
Areas and estimated Concession Addition Dates for Units added per Section 1.4:

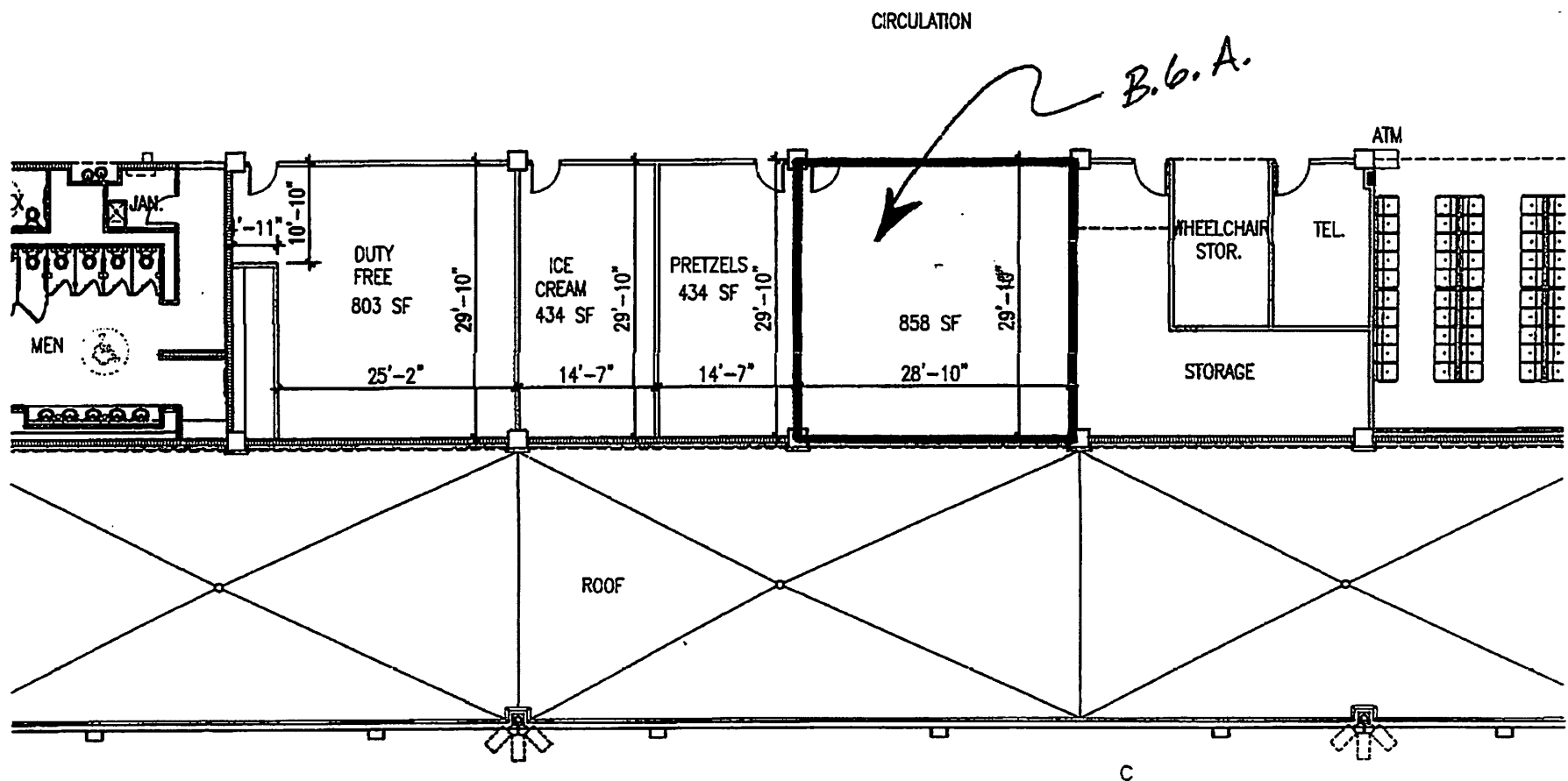
| Concession Unit | Location | Approximate Area (sf) | Estimated "Concession Addition Date" |
|-----------------|---------------|--------------------------|--------------------------------------|
| MT.03 | Main Terminal | 1,239 | Spring 2025 |
| MT.04 | Main Terminal | 1,142 | Spring 2025 |
| MT.05 | Main Terminal | 777 | Spring 2025 |
| MT.06 | Main Terminal | 1,356 | Spring 2025 |
| MT.07 | Main Terminal | 759 | Spring 2025 |
| MT.08 | Main Terminal | 766 | Spring 2025 |
| MT.16 | Main Terminal | 777 | Spring 2025 |
| B.05 | Concourse B | 600 | Spring 2024 |
| B.08 | Concourse B | 900 | Spring 2024 |
| D.01 | Concourse D | 1,011 | Fall 2026 |
| D.08 | Concourse D | 212 | Fall 2023 |
| Total | | 9,539 | |

| Office Area | Location | Approximate Area (sf) | Estimated Addition Date |
|-------------|-----------|--------------------------|-------------------------|
| B.S6 | Bag Claim | 455 | November 2023 |

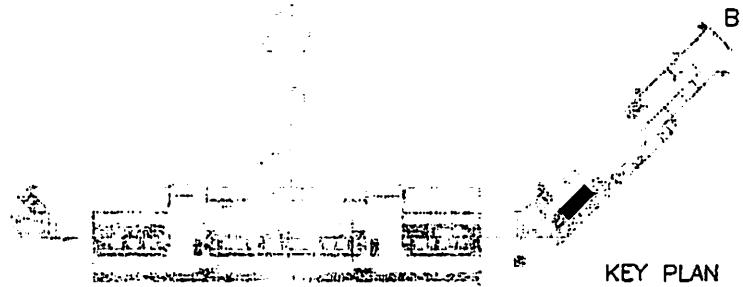
KEY PLAN

8

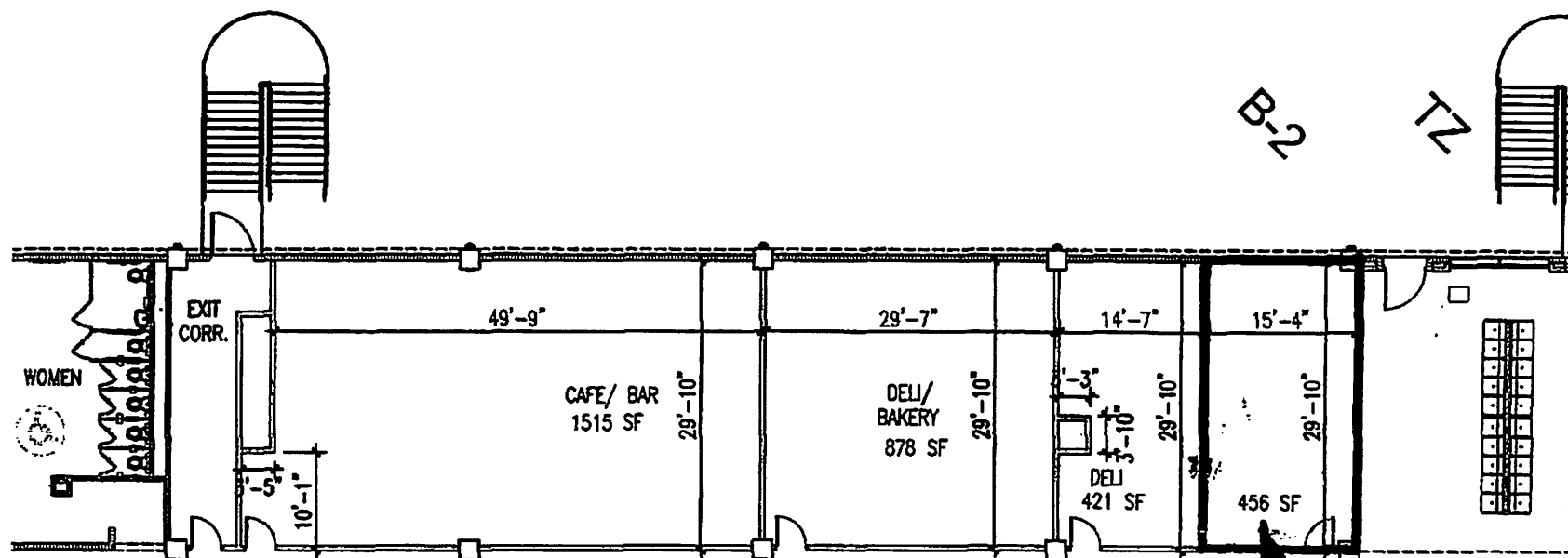




DEPARTURE LEVEL (CONCOURSE 'B')



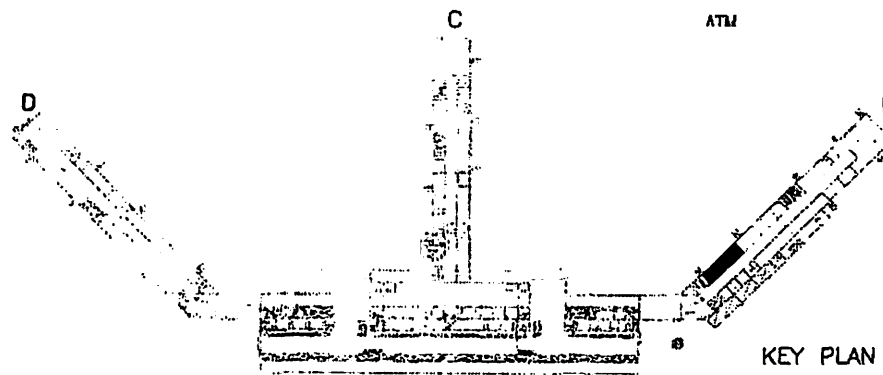
KEY PLAN

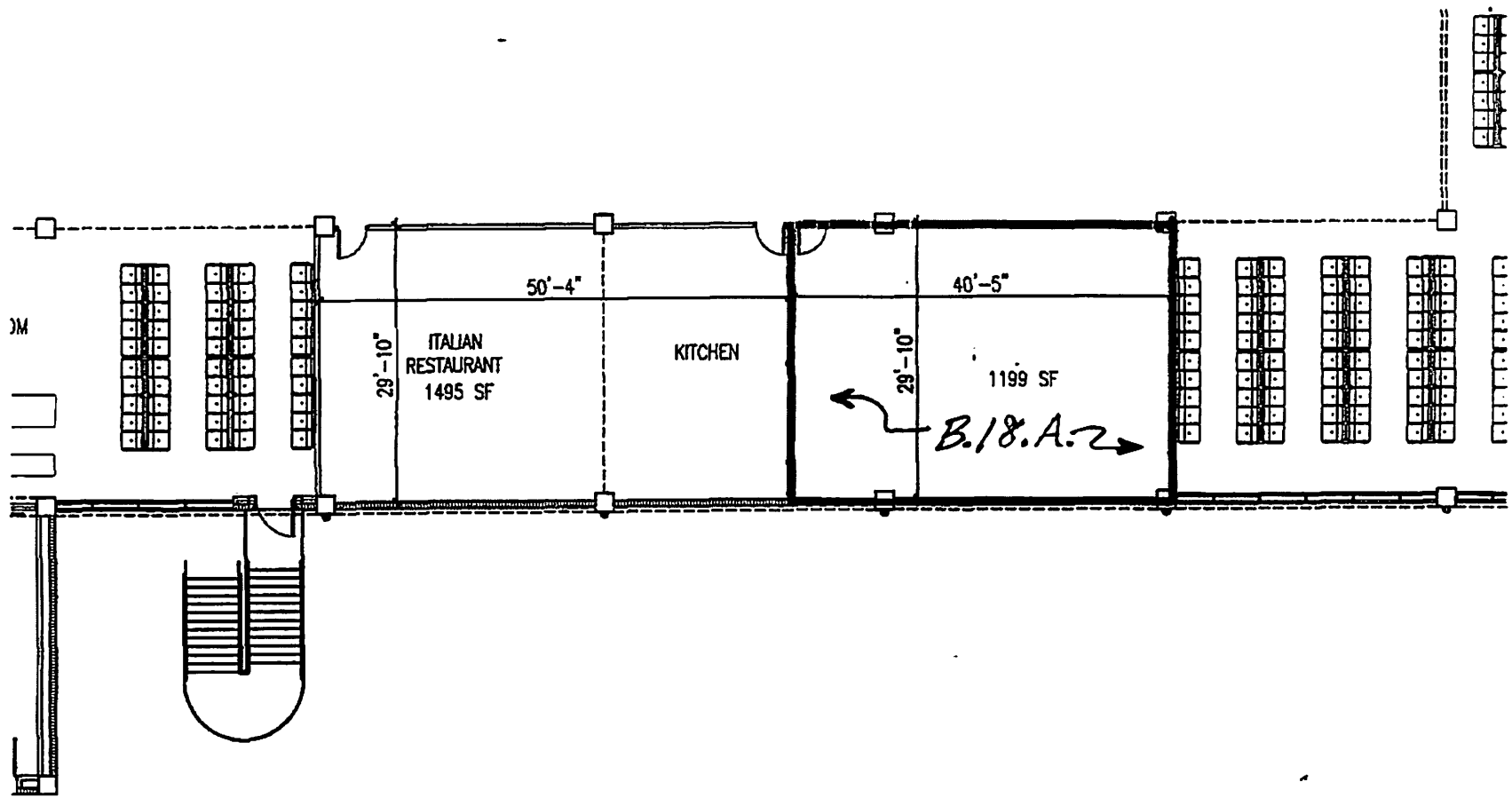


CIRCULATION

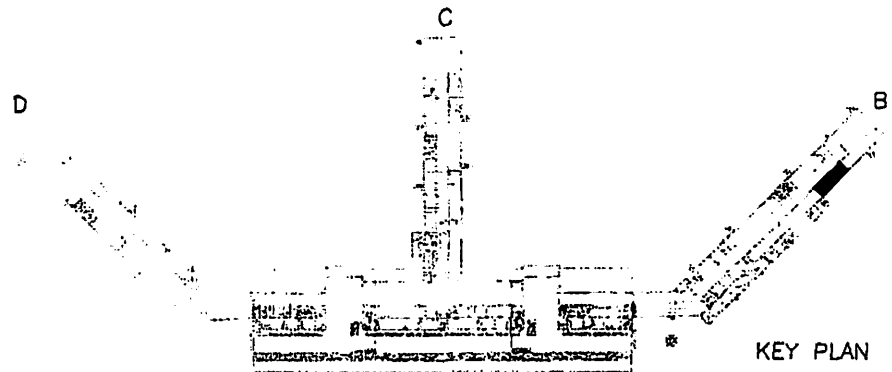
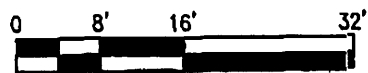
B.7.A.

DEPARTURE LEVEL (CONCOURSE 'B')

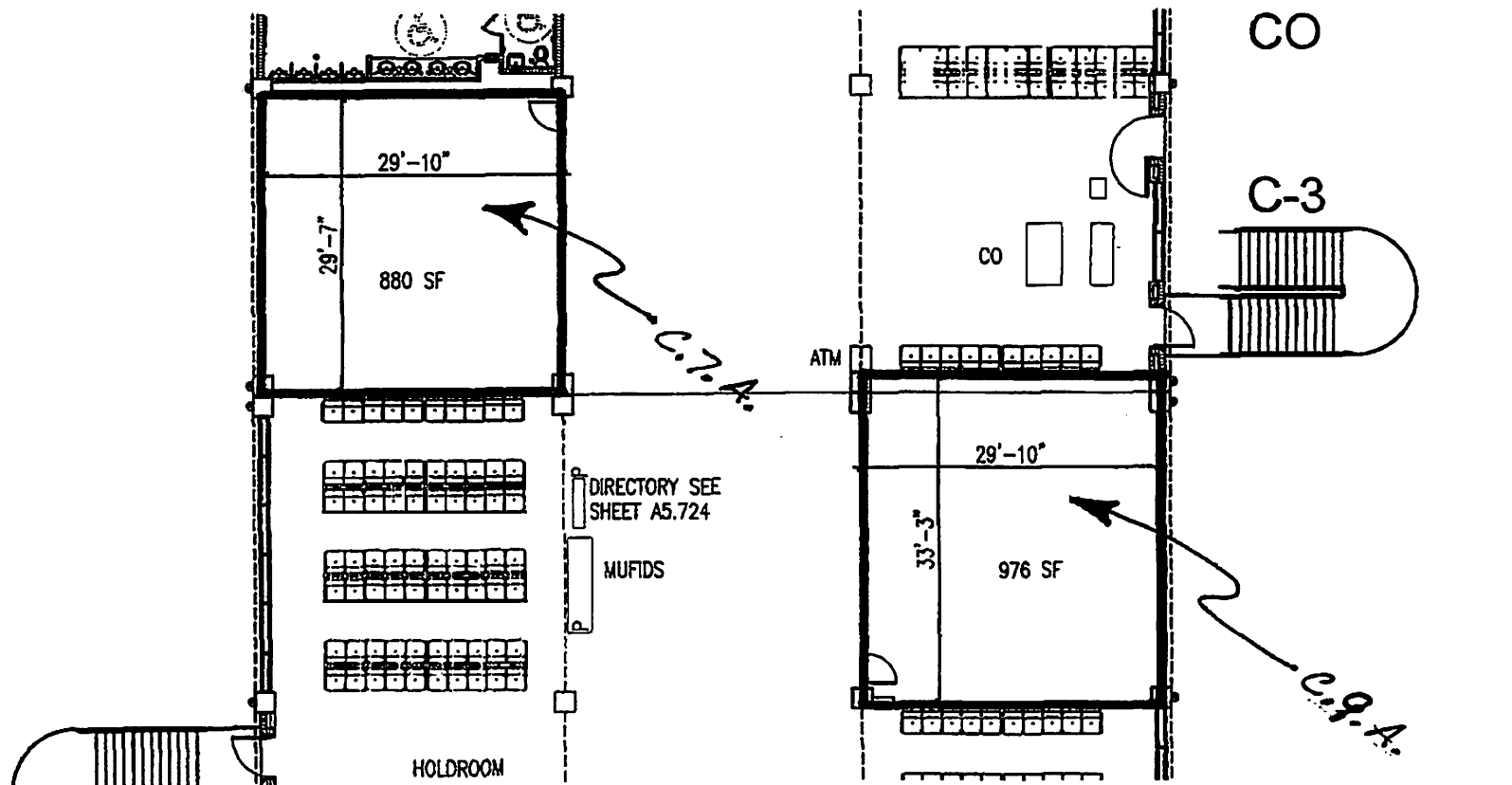




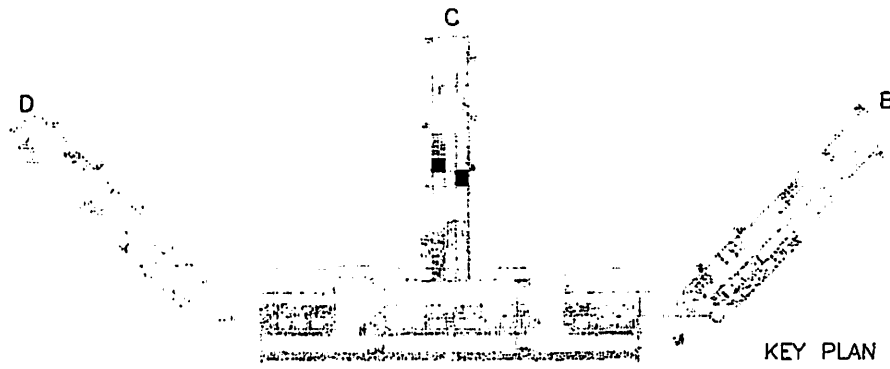
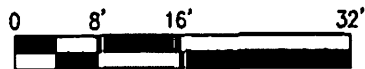
DEPARTURE LEVEL (CONCOURSE 'B')



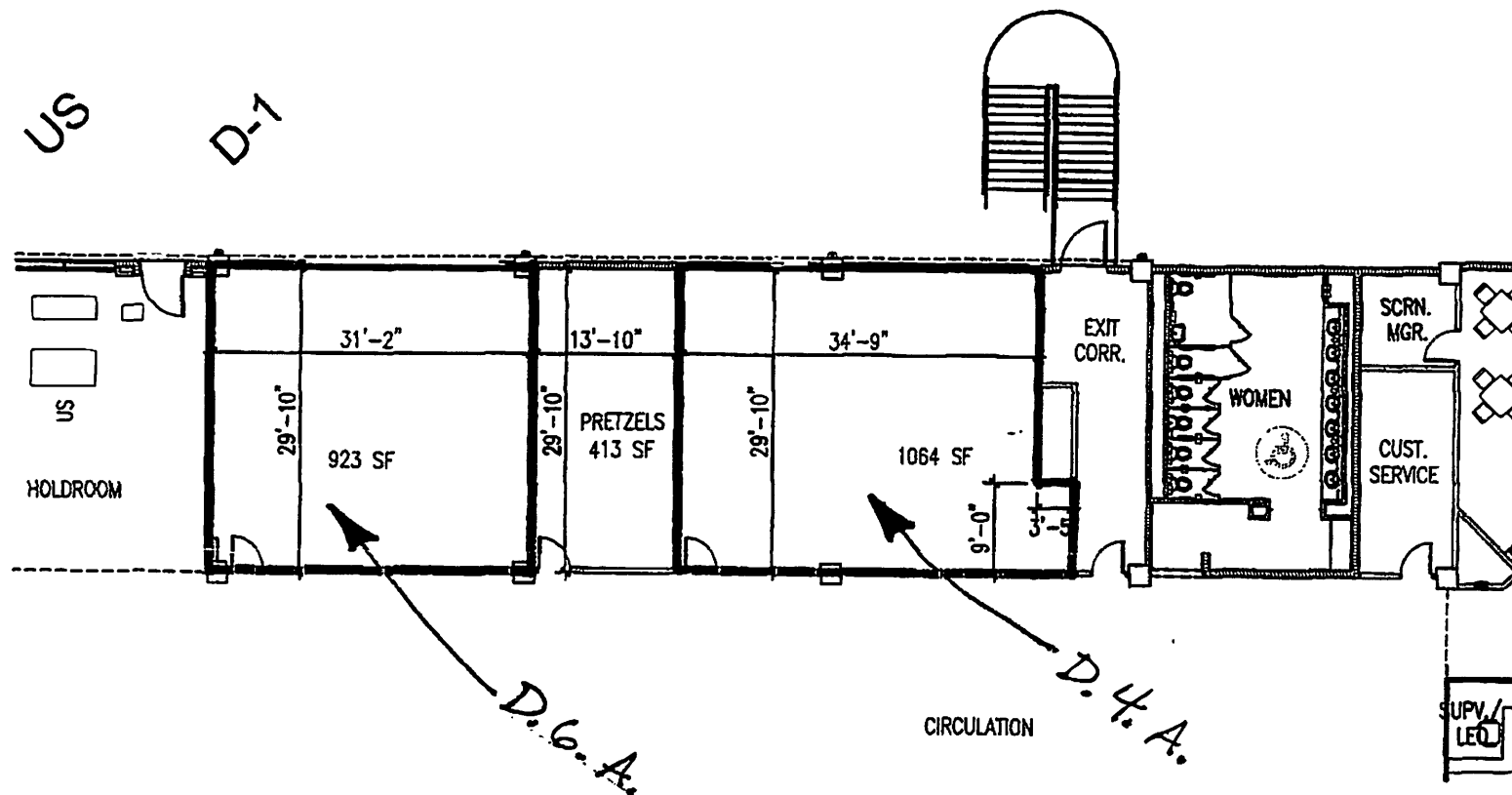
KEY PLAN



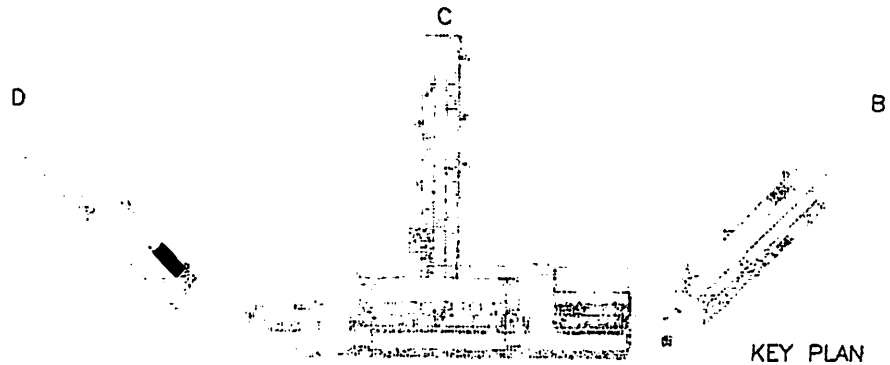
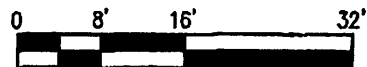
DEPARTURE LEVEL (CONCOURSE "C")

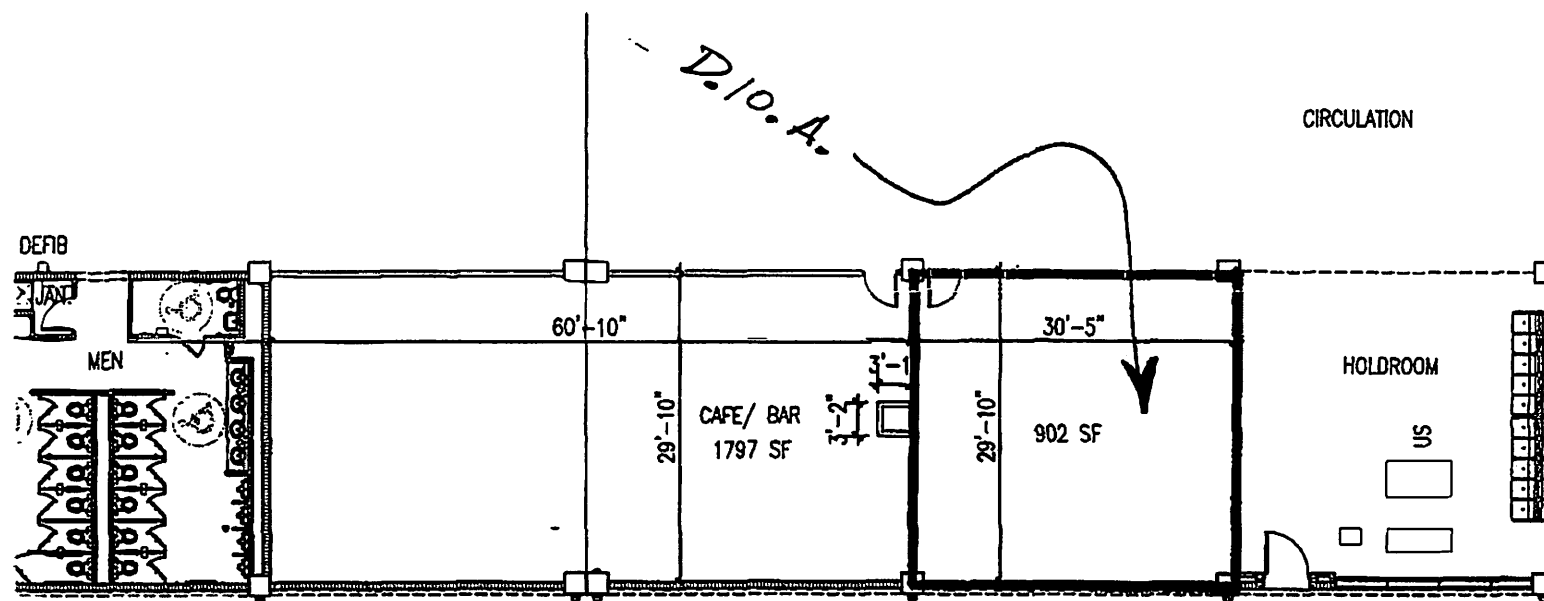


KEY PLAN



DEPARTURE LEVEL (CONCOURSE 'D')

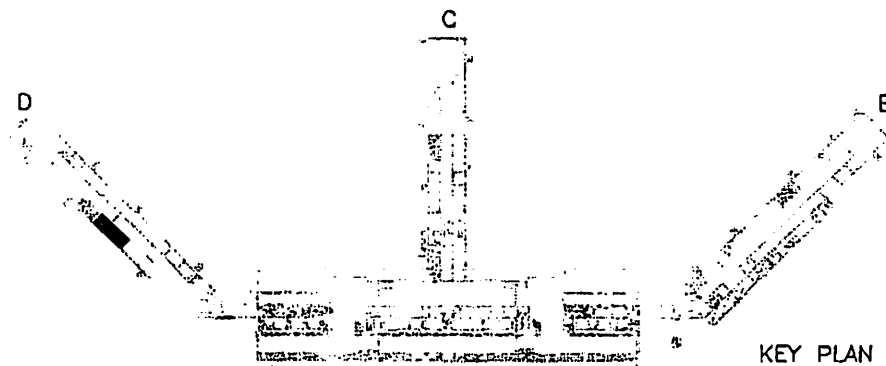
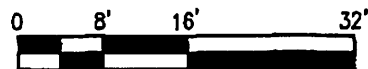


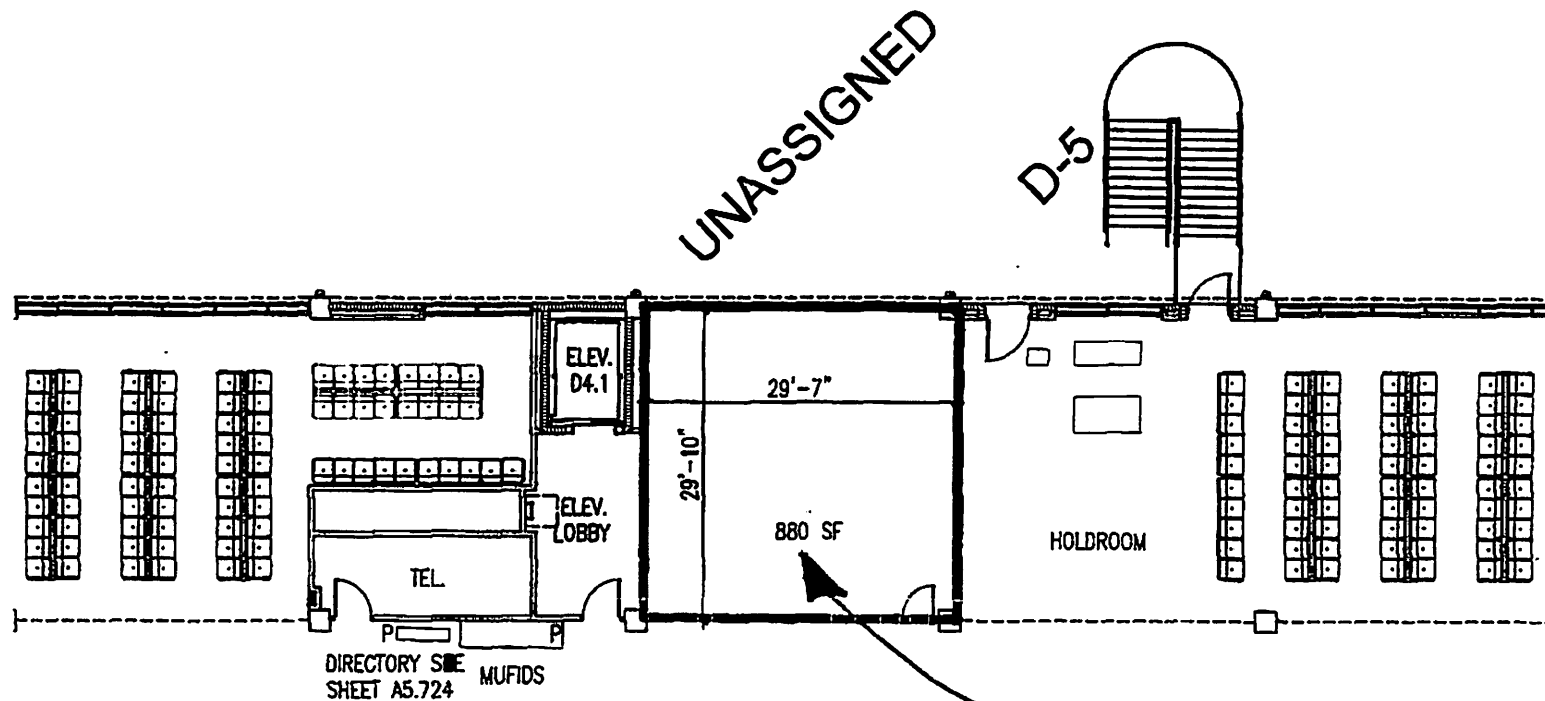


US

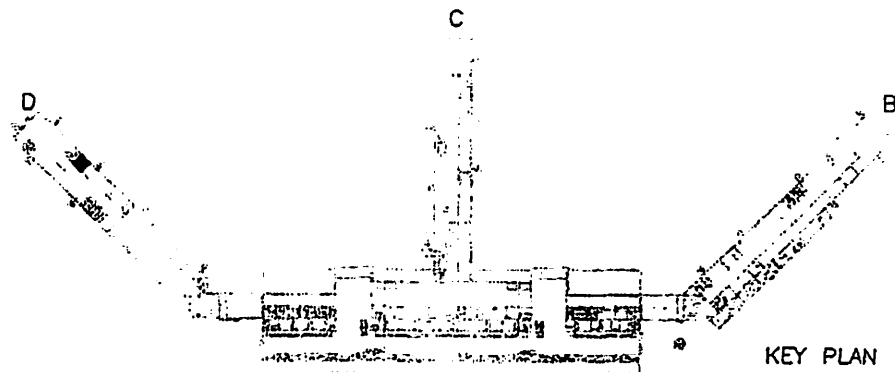
D-4

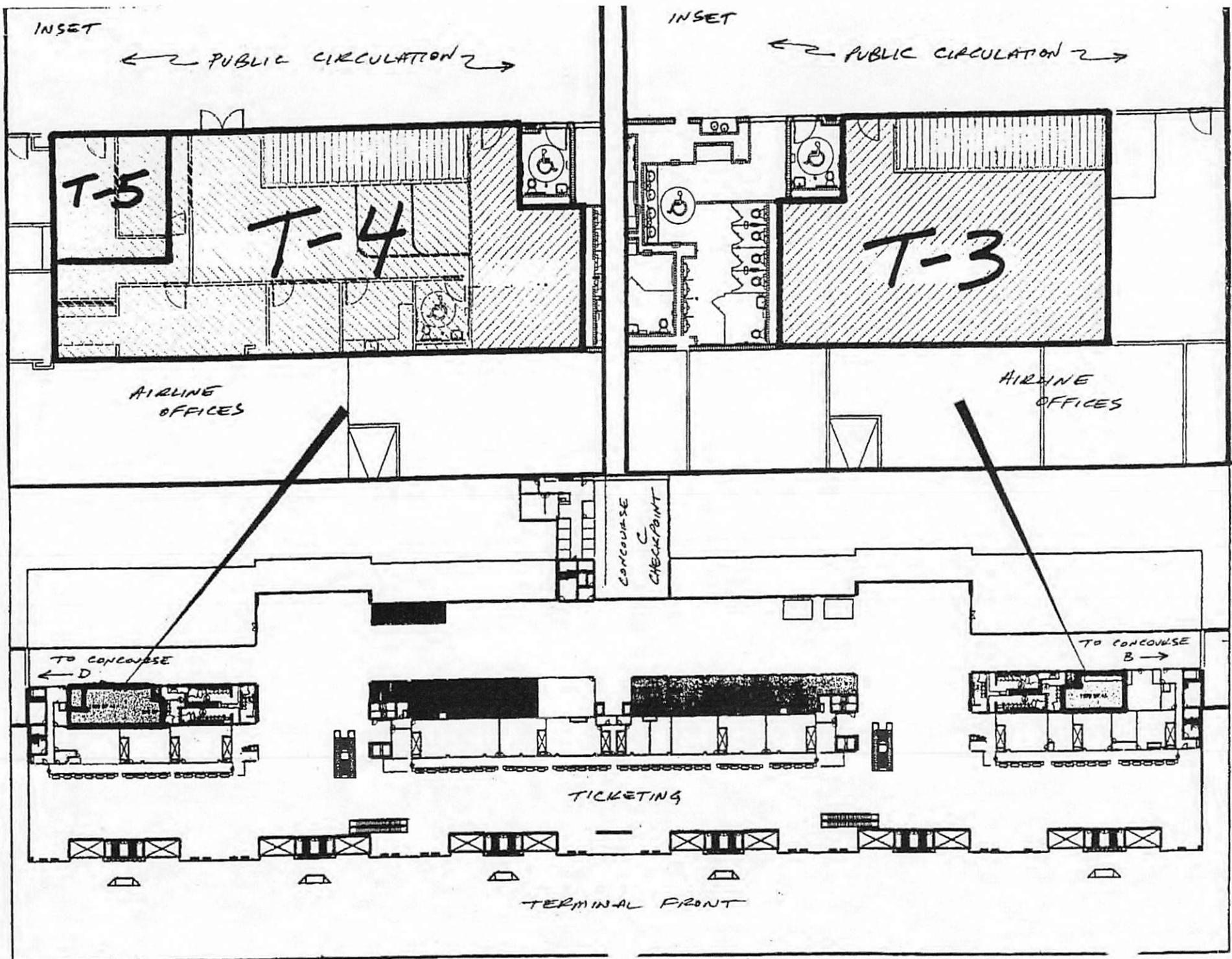
DEPARTURE LEVEL (CONCOURSE 'D')

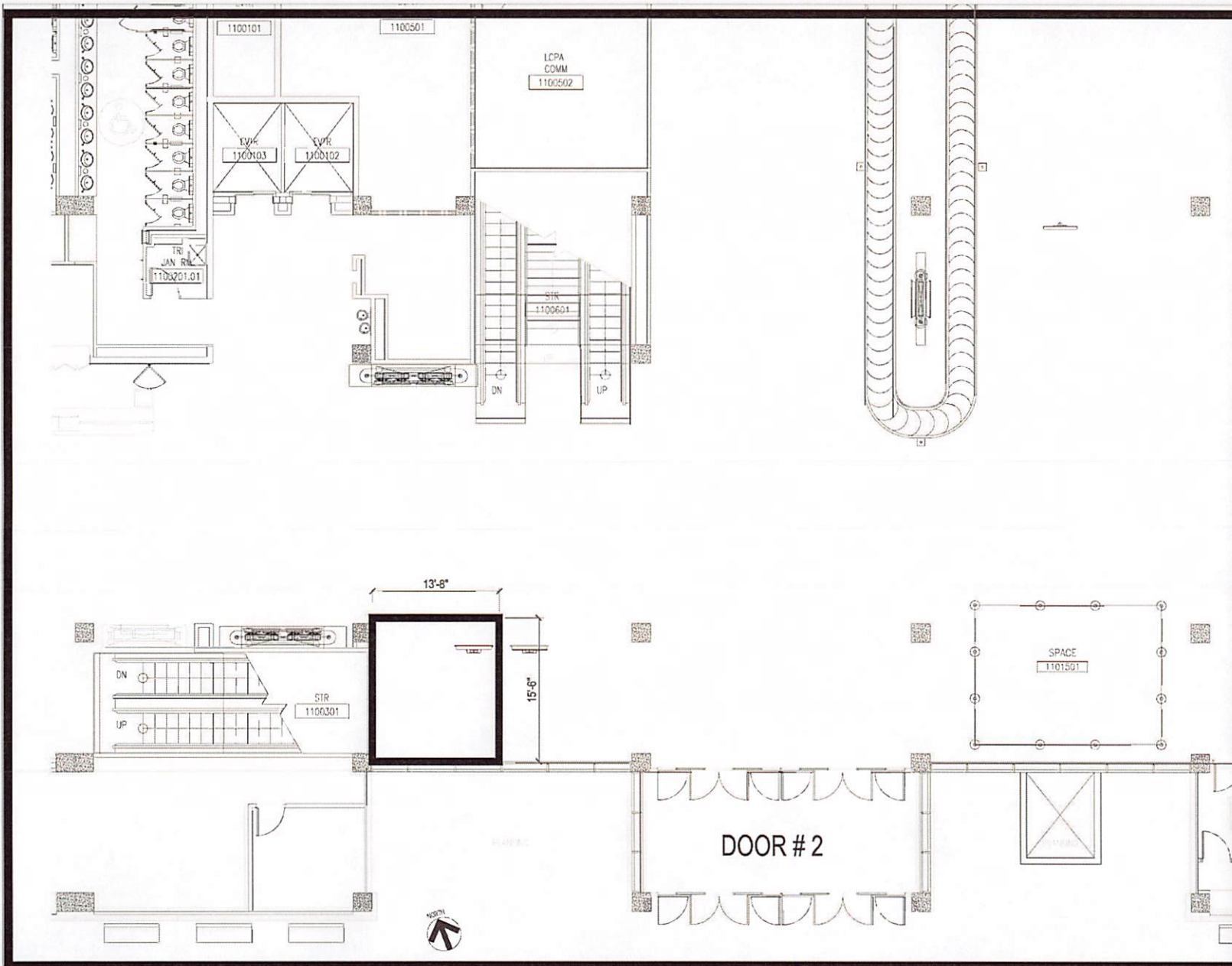




DEPARTURE LEVEL (CONCOURSE 'D')







Midfield Terminal

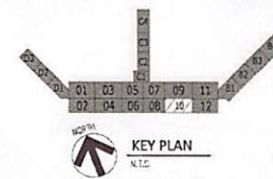
REVSIED Exhibit D
(Page 10 of 18)

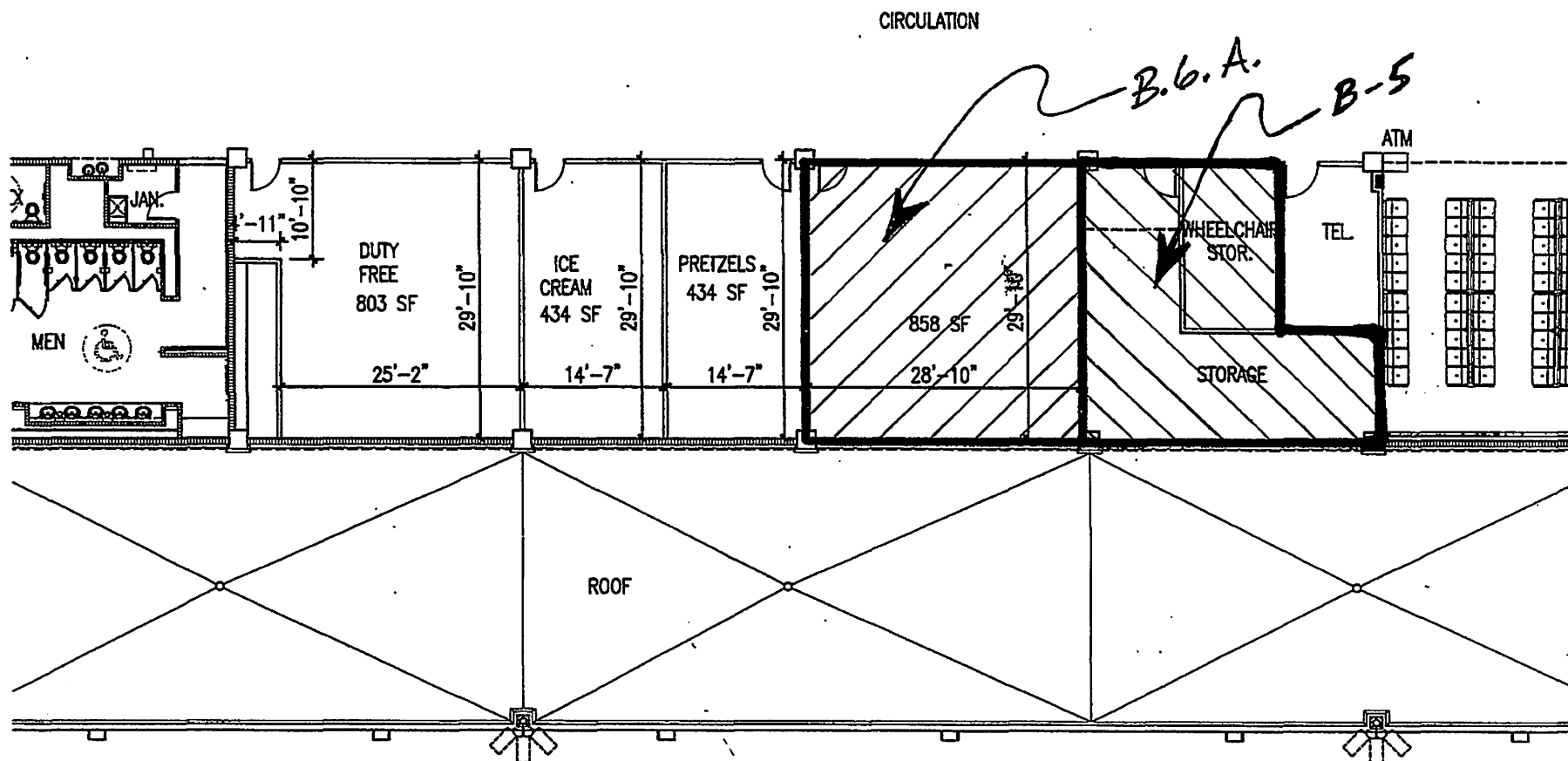
First Floor
(Arrivals Level)

Paradies

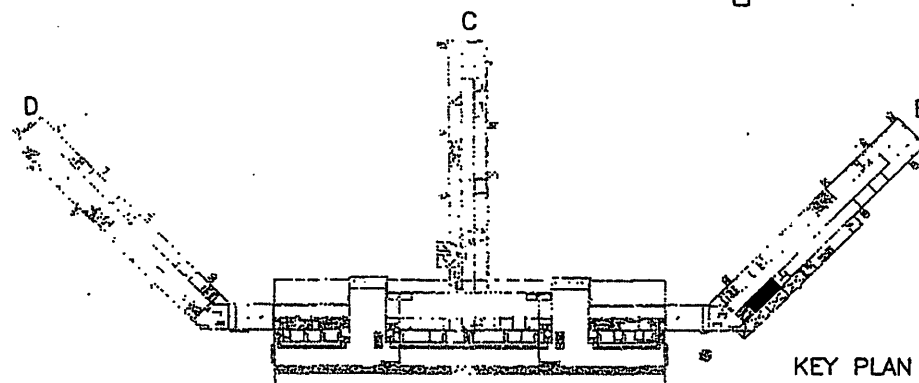
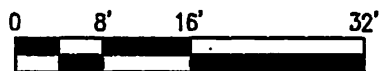
Unit #
Bag Claim-1

Date: 14 - December - 2017

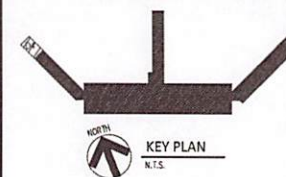


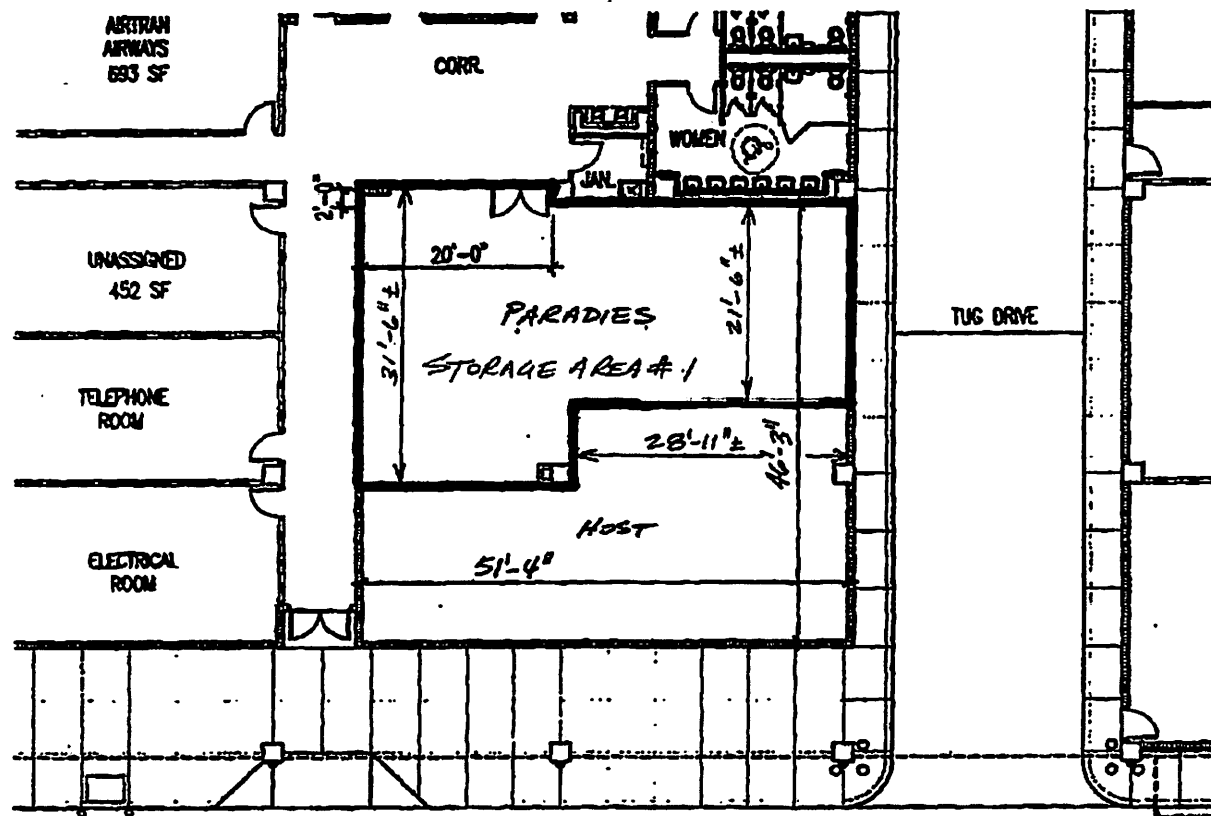


DEPARTURE LEVEL (CONCOURSE 'B')

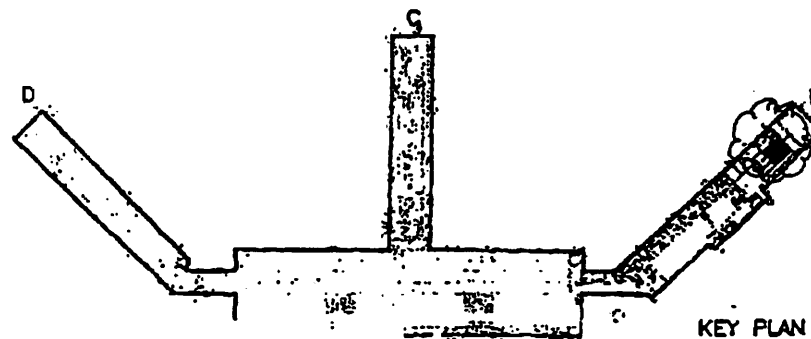


KEY PLAN

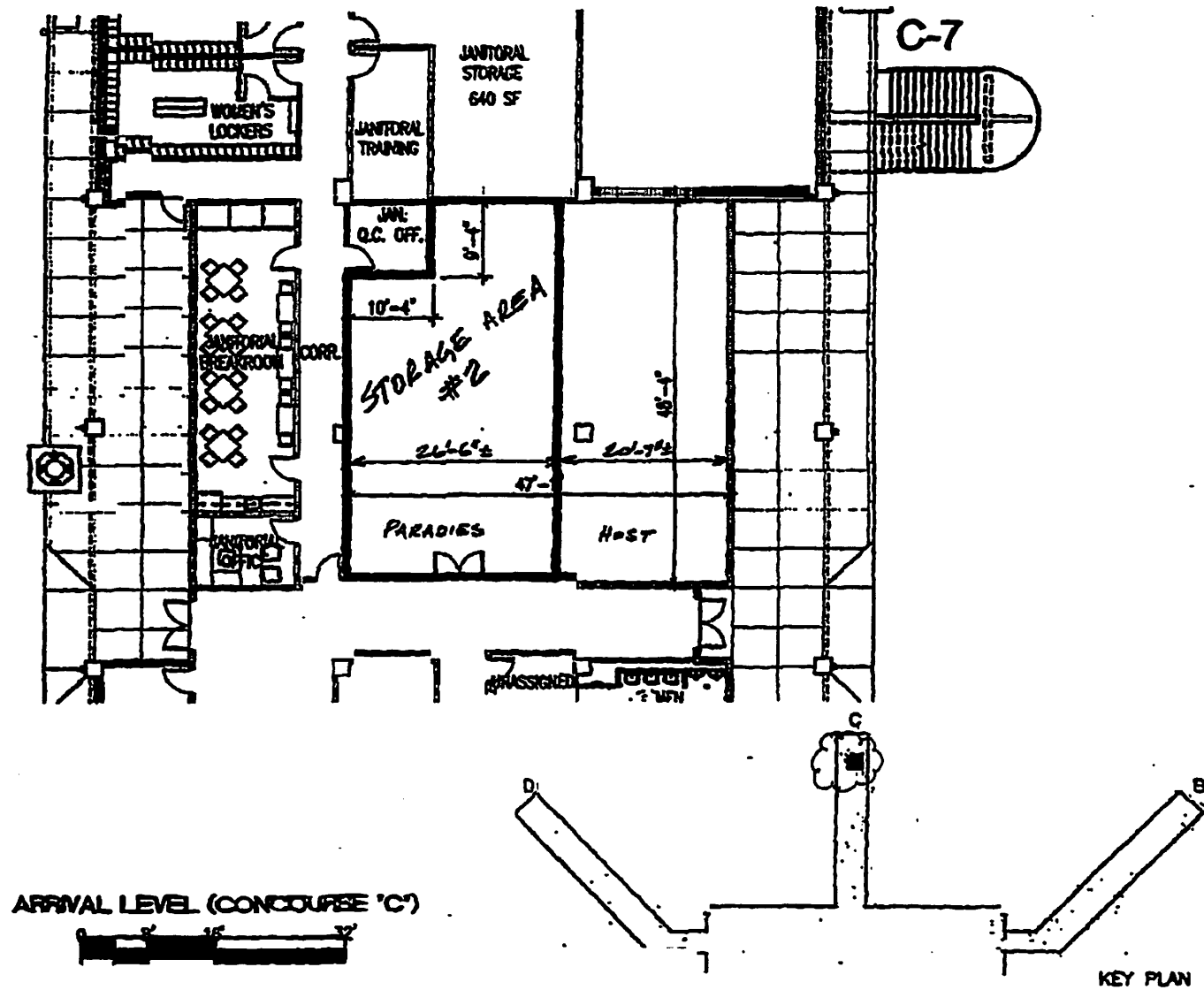


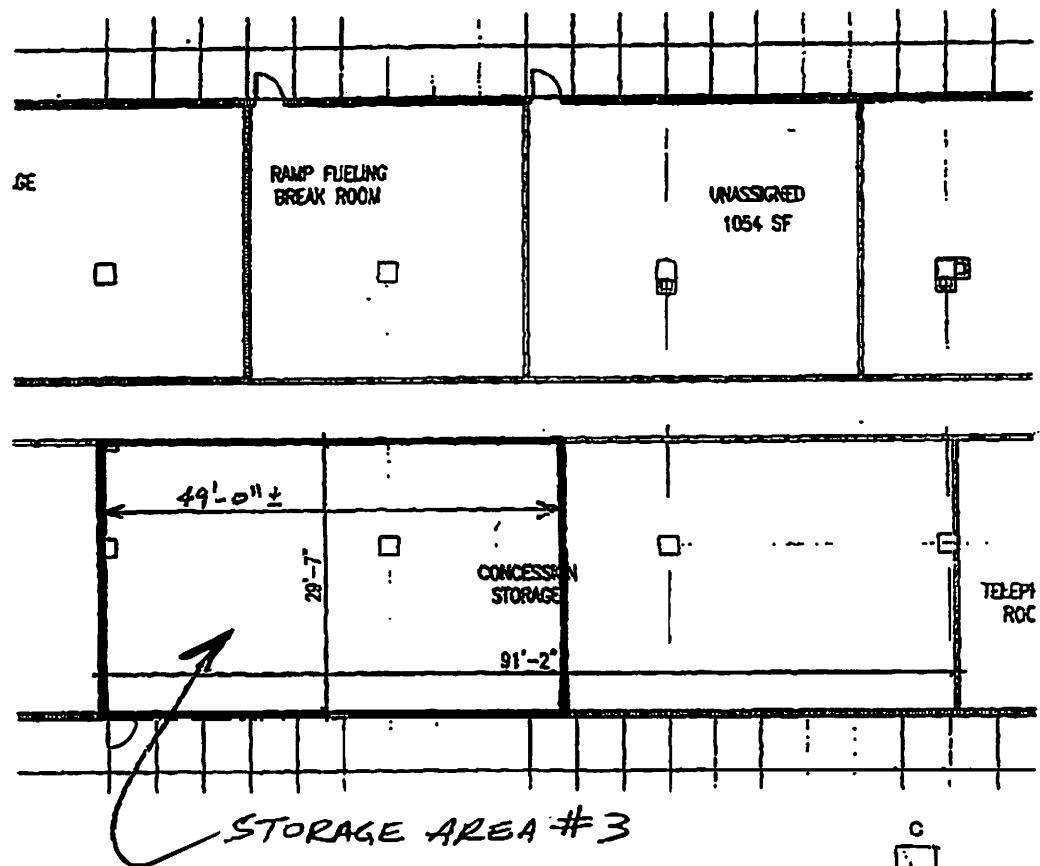


ARRIVAL LEVEL (CONCOURSE 'B')

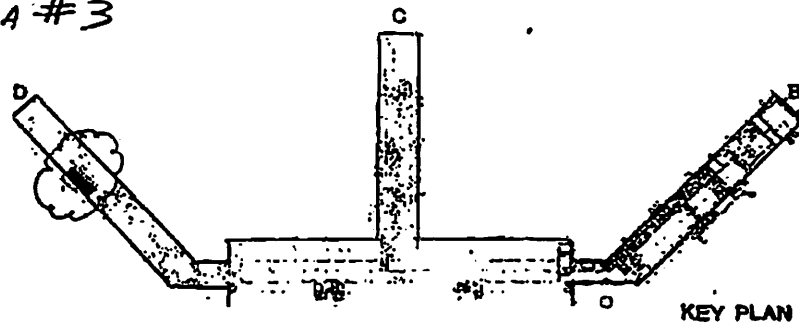


KEY PLAN





ARRIVAL LEVEL (CONCOURSE "D")





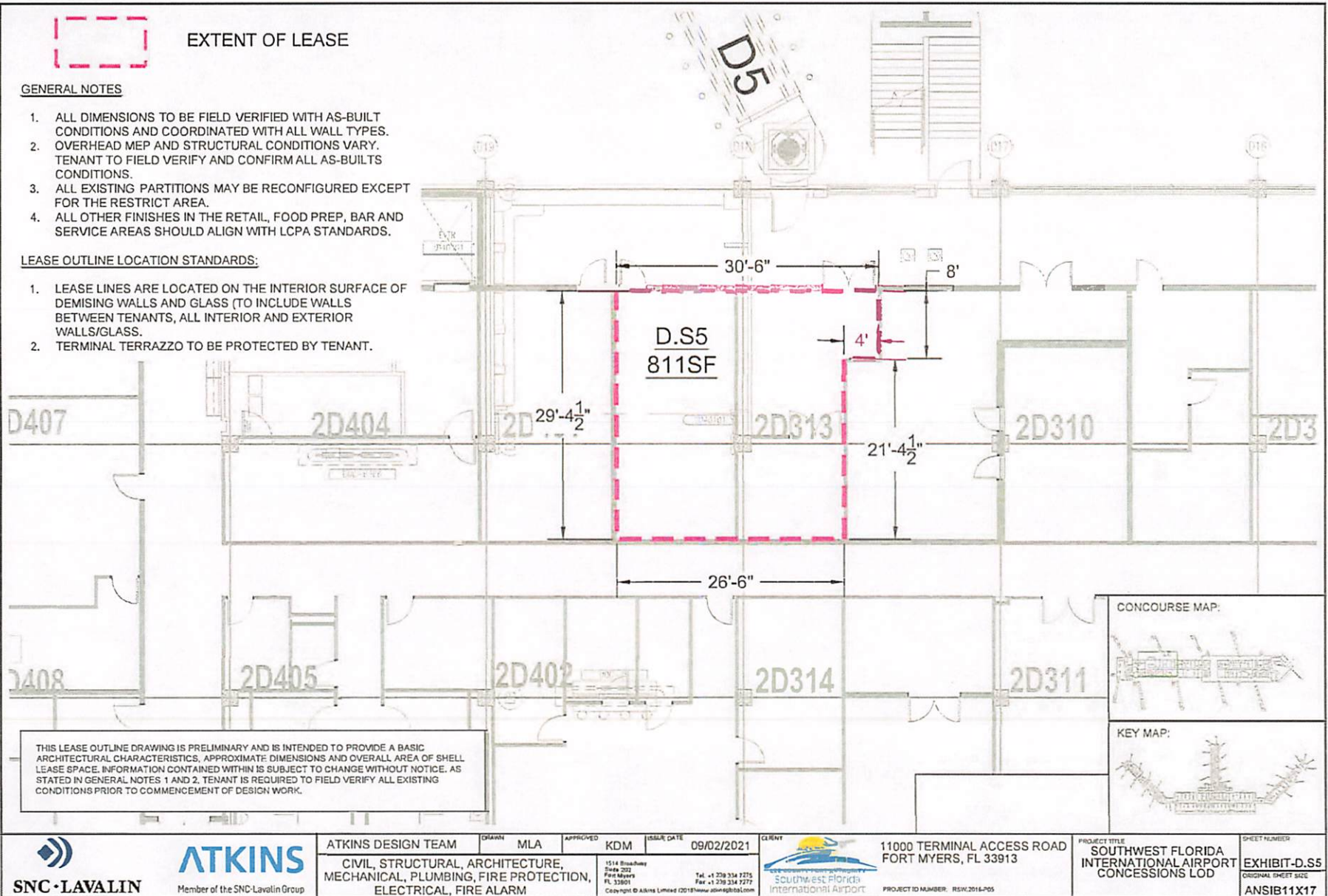
EXTENT OF LEASE

GENERAL NOTES

1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-BUILT CONDITIONS AND COORDINATED WITH ALL WALL TYPES. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY. TENANT TO FIELD VERIFY AND CONFIRM ALL AS-BUILT CONDITIONS.
2. ALL EXISTING PARTITIONS MAY BE RECONFIGURED EXCEPT FOR THE RESTRICT AREA.
3. ALL OTHER FINISHES IN THE RETAIL, FOOD PREP, BAR AND SERVICE AREAS SHOULD ALIGN WITH LCPA STANDARDS.

LEASE OUTLINE LOCATION STANDARDS:

1. LEASE LINES ARE LOCATED ON THE INTERIOR SURFACE OF DEMISING WALLS AND GLASS (TO INCLUDE WALLS BETWEEN TENANTS, ALL INTERIOR AND EXTERIOR WALLS/GLASS).
2. TERMINAL TERRAZZO TO BE PROTECTED BY TENANT.



SNC-LAVALIN

ATKINS

Member of the SNC-Lavalin Group

ATKINS DESIGN TEAM

ORIGIN ML

APPROVED KDM

ISSUE DATE

09/02/2021

CLIENT



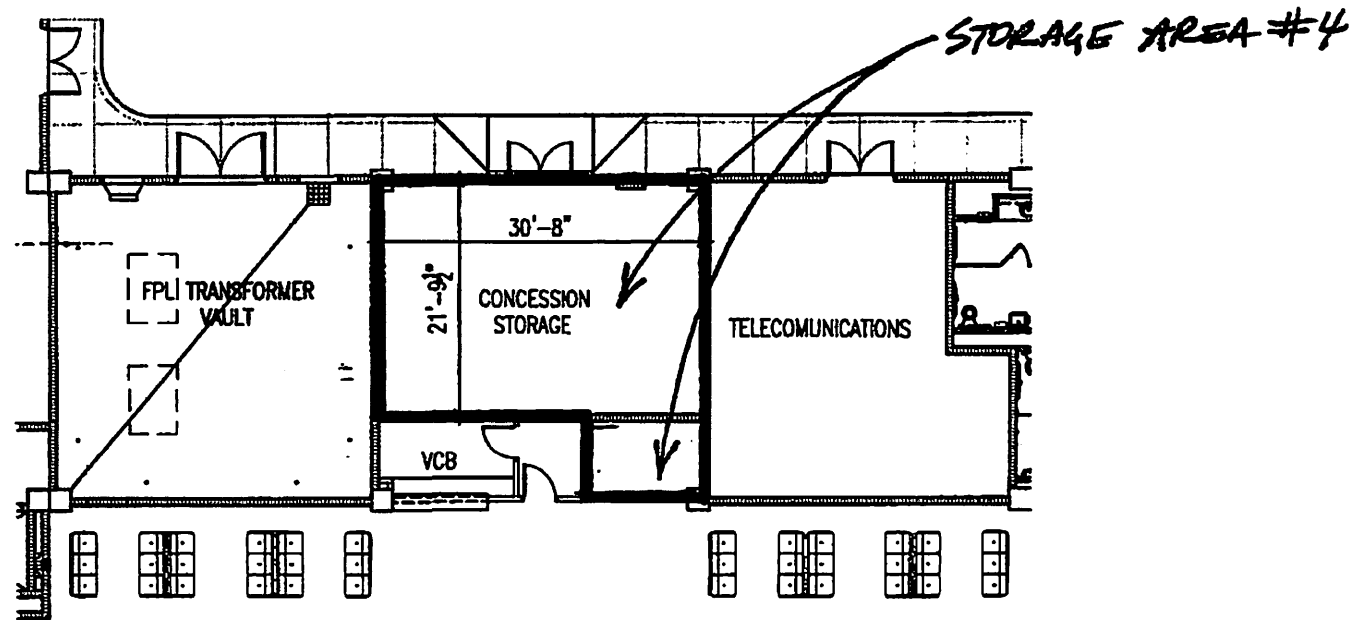
11000 TERMINAL ACCESS ROAD
FORT MYERS, FL 33913

PROJECT TITLE
SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT
CONCESSIONS LOD

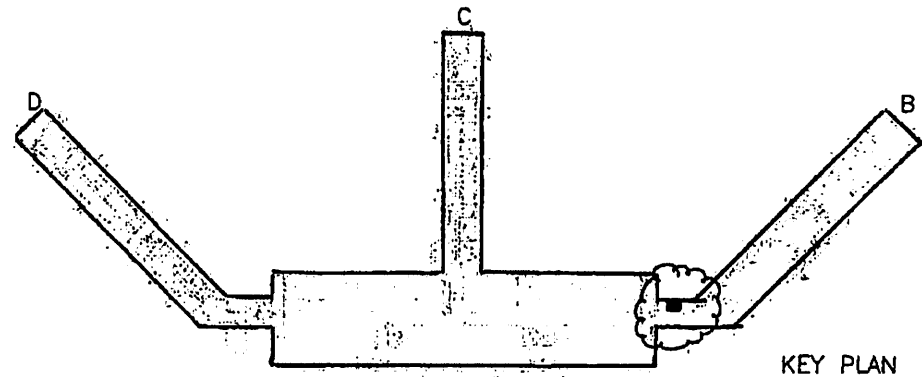
SHEET NUMBER

EXHIBIT-D.S5

ORIGINAL SHEET SIZE
ANSIB11X17



ARRIVAL LEVEL (TERMINAL)

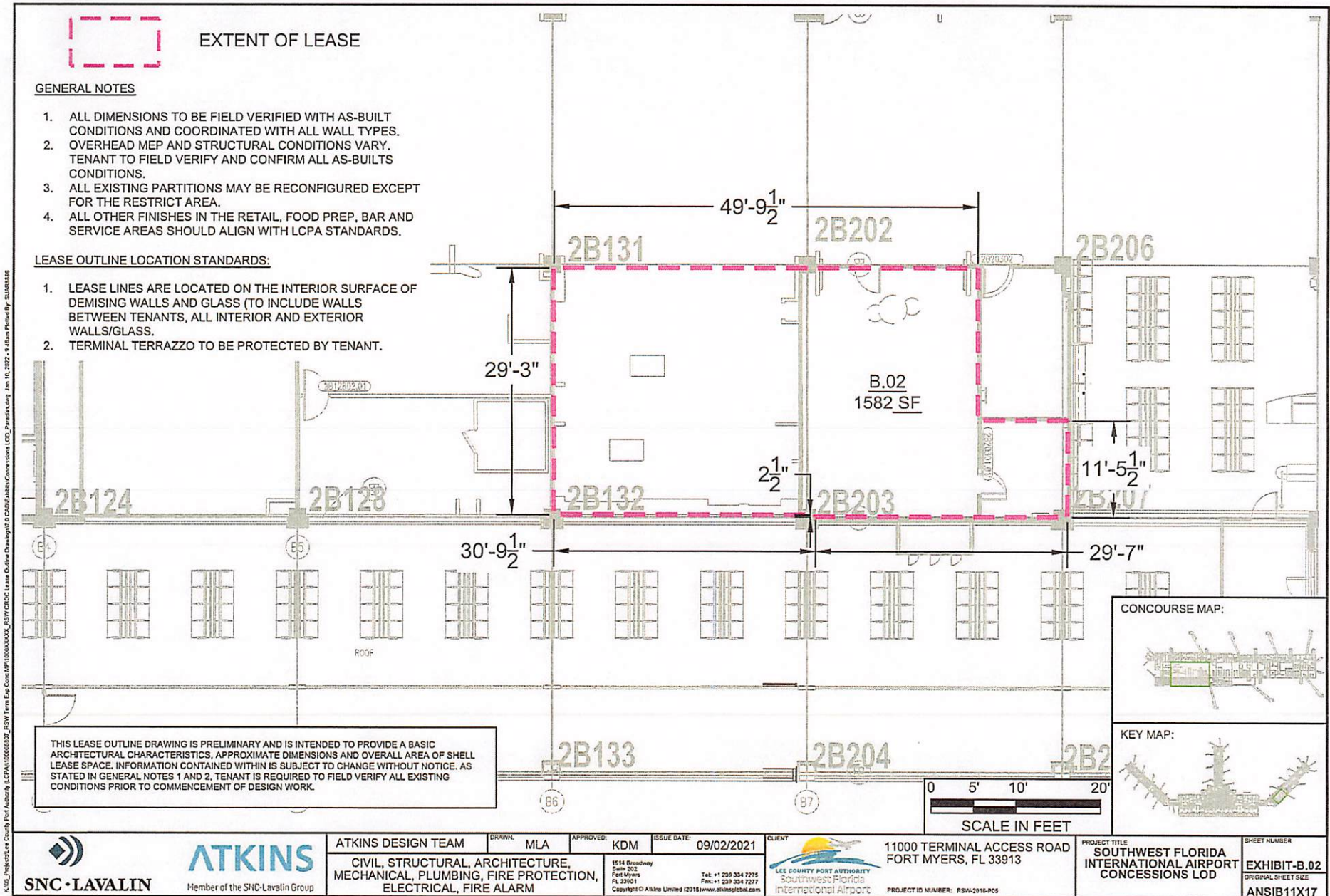


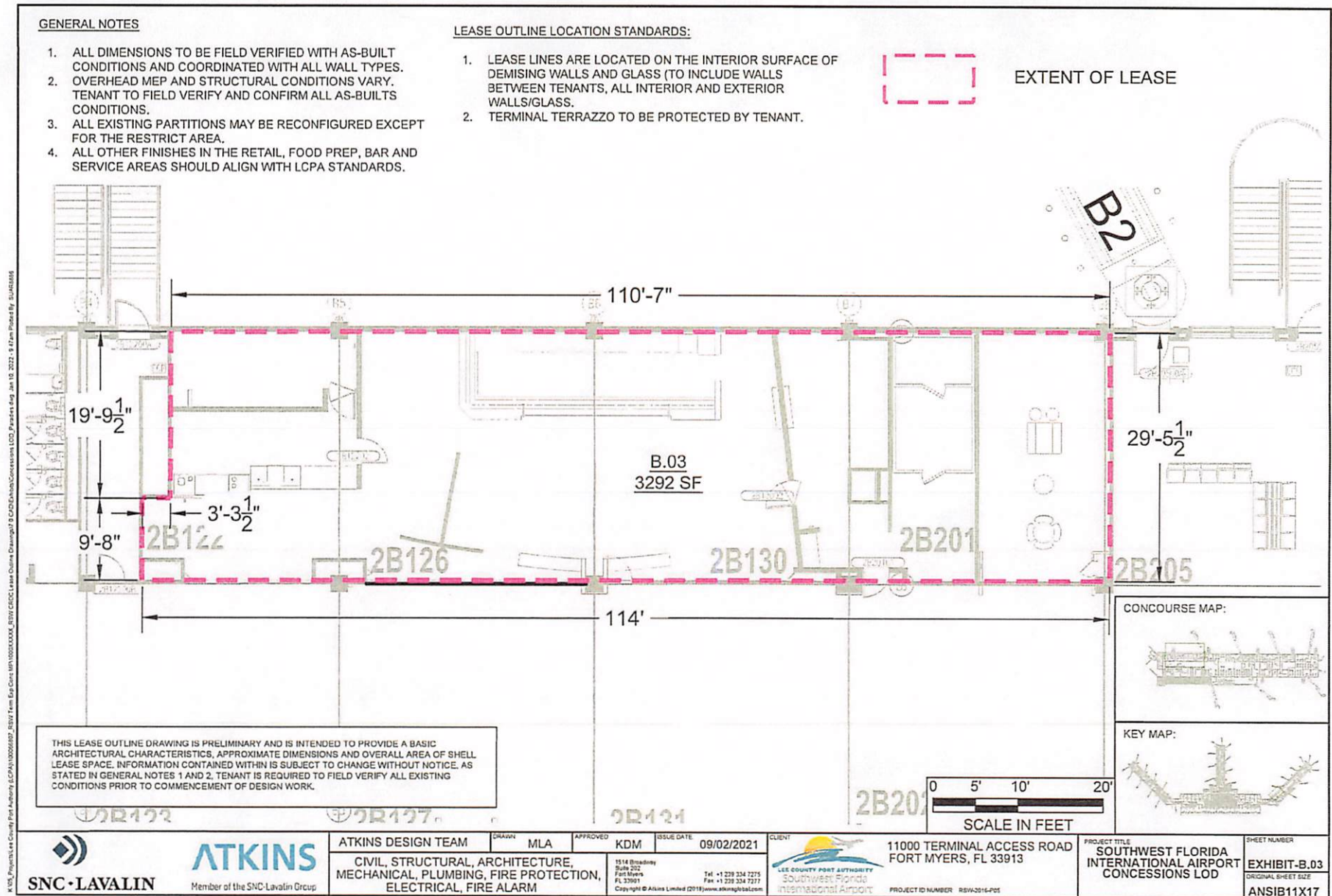
KEY PLAN

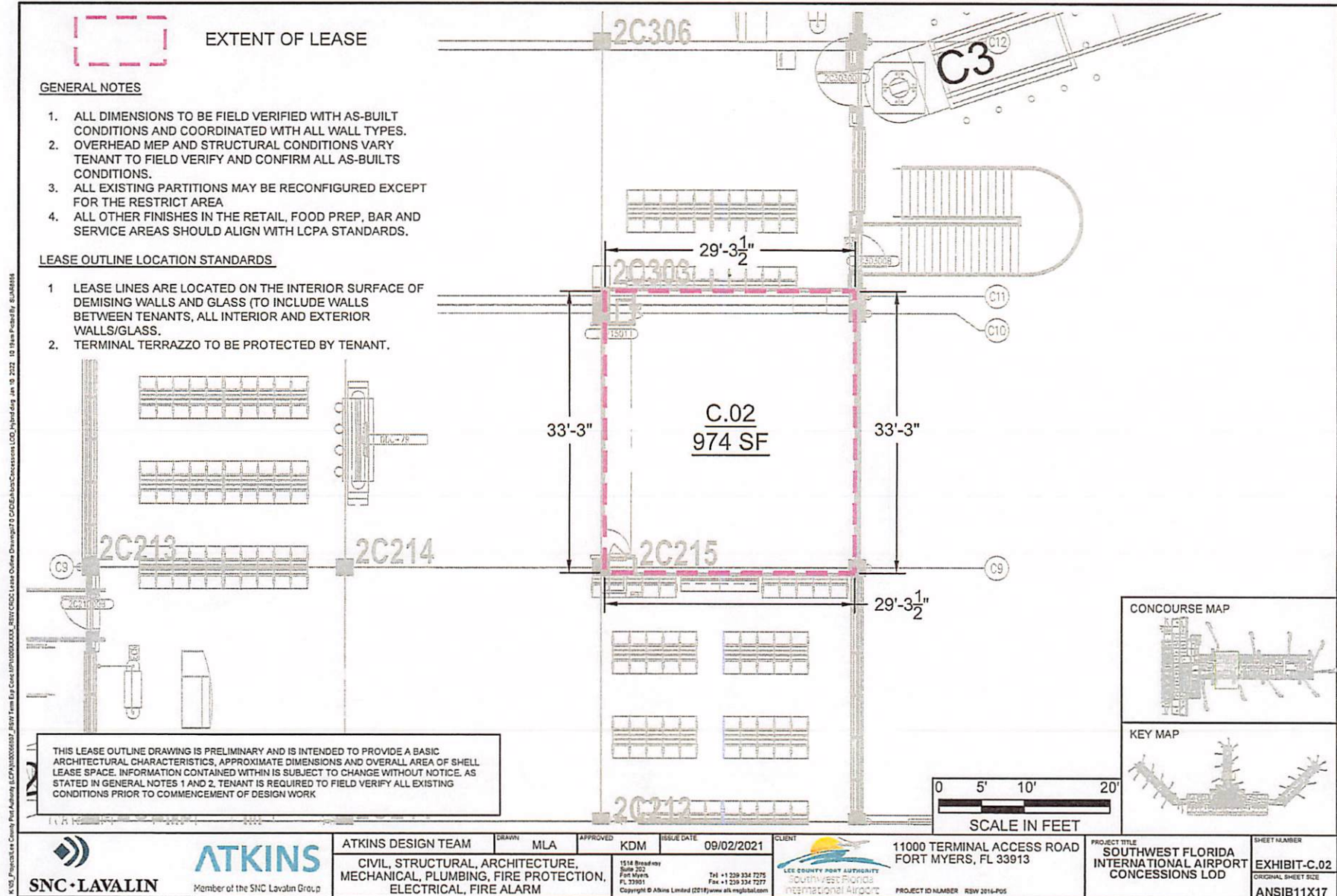
Hand-drawn site map of the Los Angeles Convention Center grounds. The map shows a large "STORAGE AREA #5" with a smaller "STORAGE AREA #5" inside it. To the left is "GATE D-2" and a road labeled "UA". To the right is a "LOADING DOCK" with several bays. A north arrow points upwards. Various other labels like "TOY ROOM", "SECURITY", and "TOY ROOM" are visible.

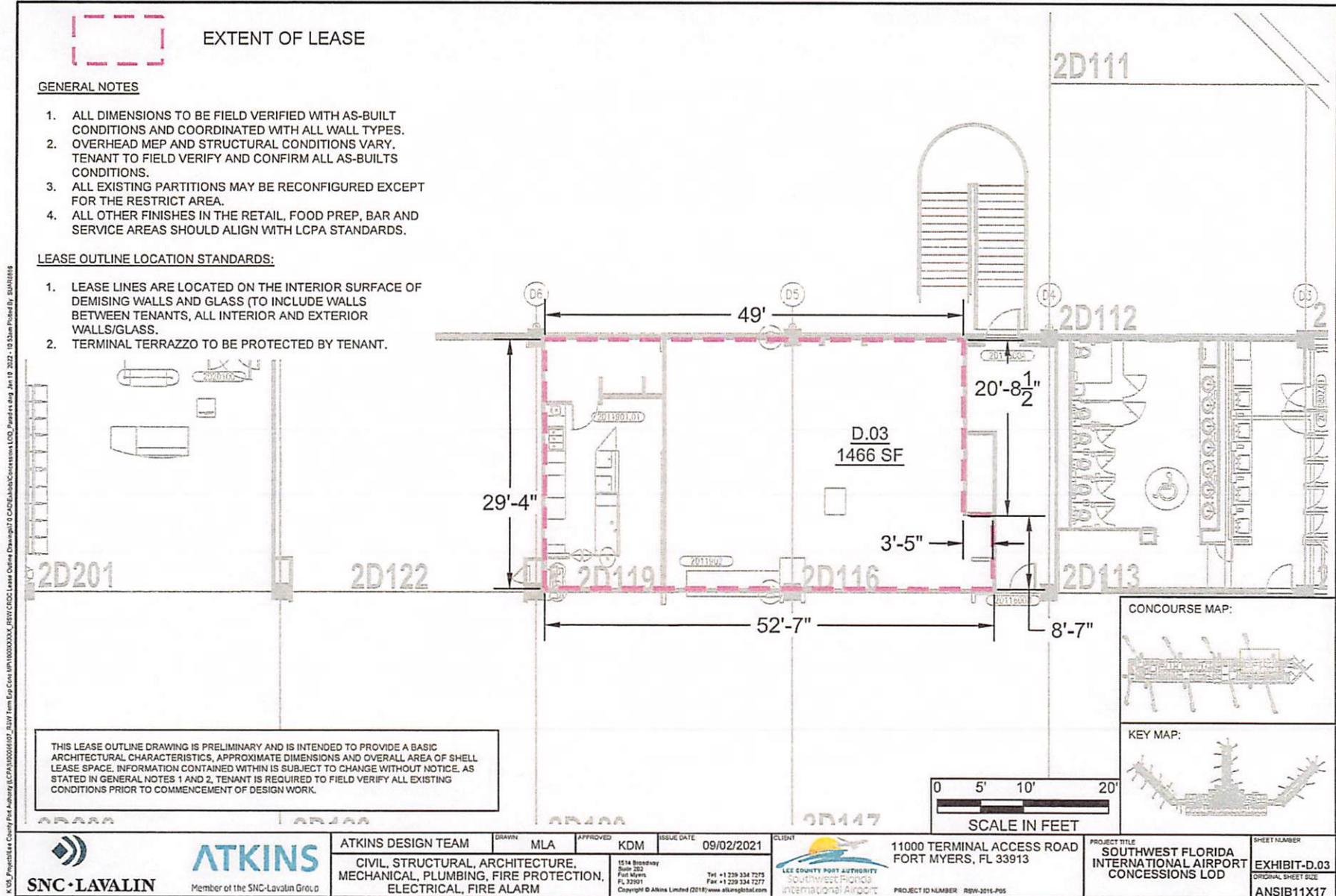


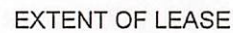
REVISÉD EXHIBIT D (Page 18 of 18)





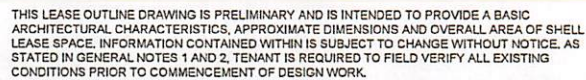






1. ALL DIMENSIONS TO BE FIELD VERIFIED WITH AS-BUILT CONDITIONS AND COORDINATED WITH ALL WALL TYPES.
2. OVERHEAD MEP AND STRUCTURAL CONDITIONS VARY, TENANT TO FIELD VERIFY AND CONFIRM ALL AS-BUILTS CONDITIONS.
3. ALL EXISTING PARTITIONS MAY BE RECONFIGURED EXCEPT FOR THE RESTRICT AREA.
4. ALL OTHER FINISHES IN THE RETAIL, FOOD PREP, BAR AND SERVICE AREAS SHOULD ALIGN WITH LCPA STANDARDS.

1. LEASE LINES ARE LOCATED ON THE INTERIOR SURFACE OF DEMISING WALLS AND GLASS (TO INCLUDE WALLS BETWEEN TENANTS, ALL INTERIOR AND EXTERIOR WALLS/GLASS.
2. TERMINAL TERRAZZO TO BE PROTECTED BY TENANT.



ATKINS
Member of the SNC-Lavalin Group

| | | |
|--|--------------|----------|
| ATKINS DESIGN TEAM | DRAWN MLA | APPROVED |
| CIVIL, STRUCTURAL, ARCHITECTURE, MECHANICAL, PLUMBING, FIRE PROTECTION, ELECTRICAL, FIRE ALARM | | |

| | | |
|--|------------|--|
| KDM | ISSUE DATE | 09/02/2021 |
| 1514 Broadway Suite 202 Fort Myers FL 33901 | | Tel +1 239 334 7275 Fax +1 239 334 7277 |
| Copyright © Atkins Limited (2018) www.atkinsglobal.com | | |

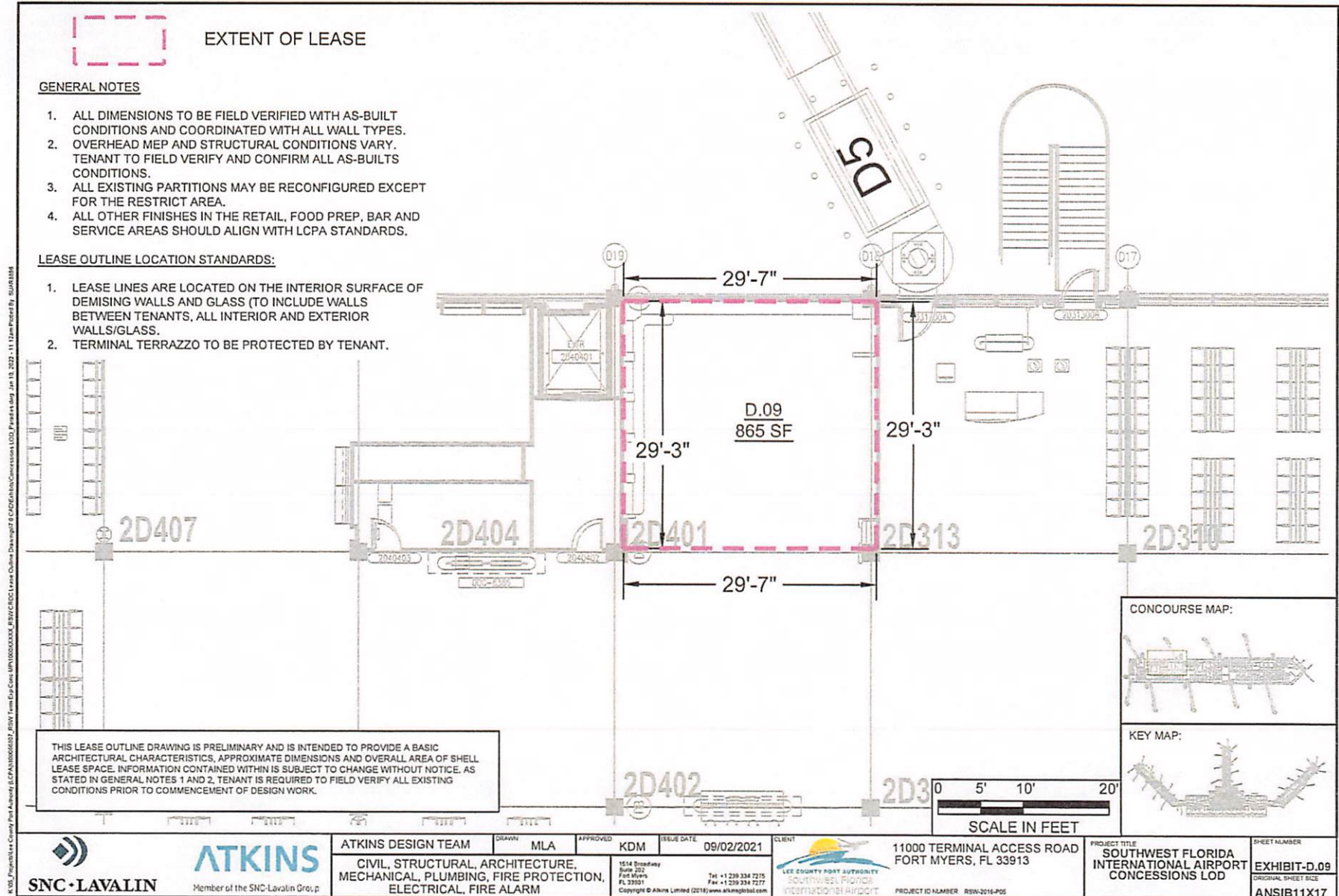


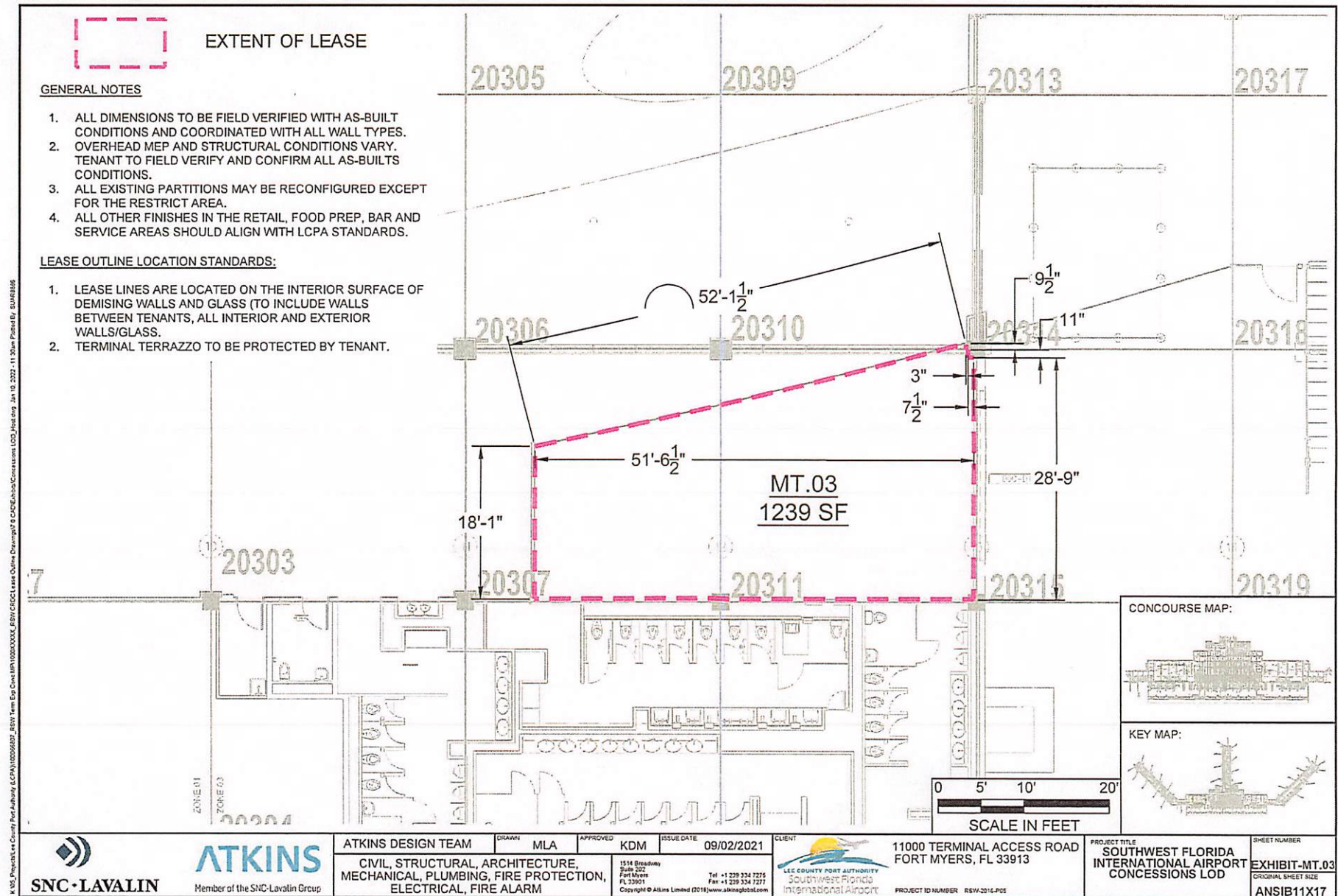
11000 TERMINAL ACCESS ROAD
FORT MYERS, FL 33913

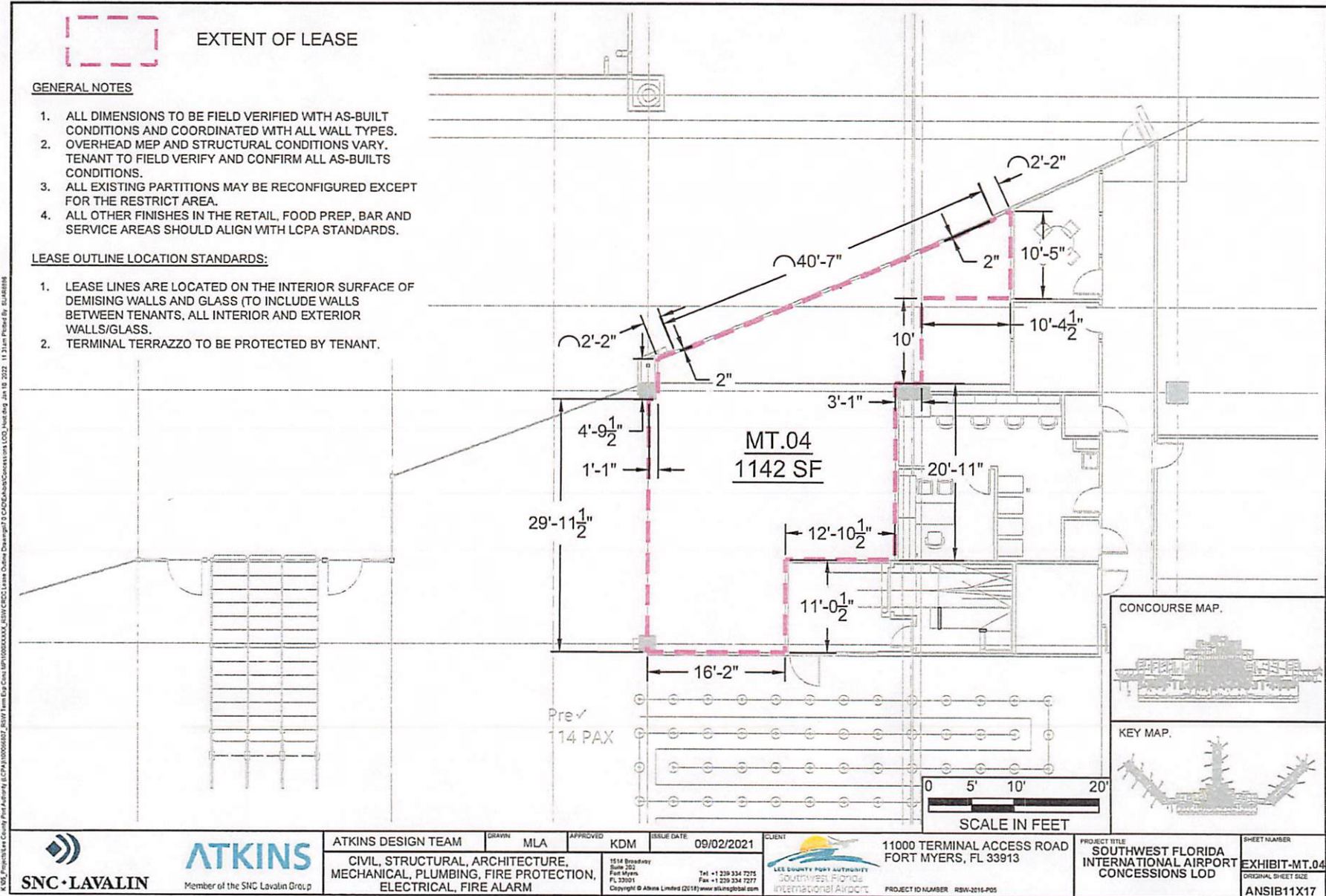
PROJECT ID NUMBER: RSW-2016-P05

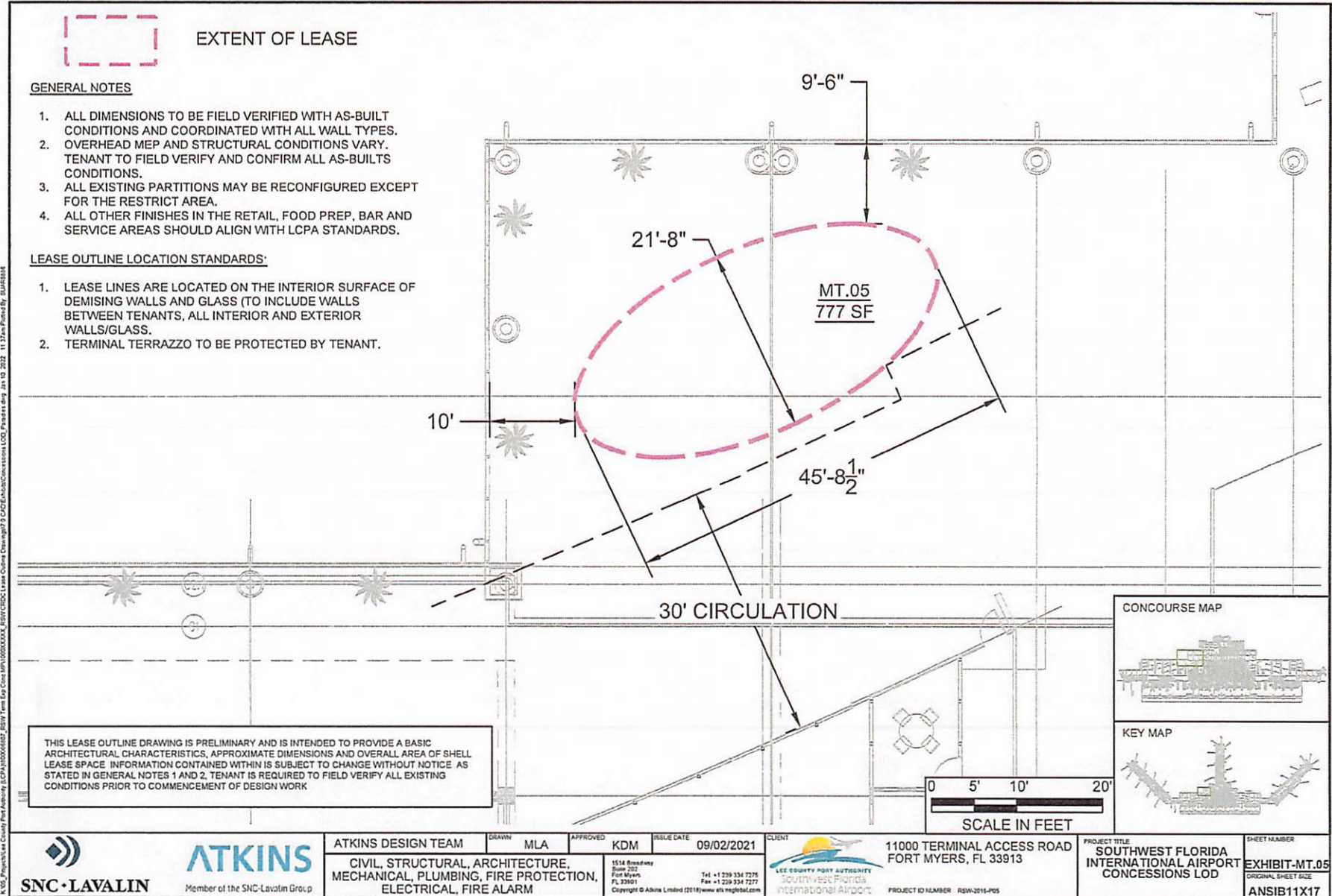
PROJECT TITLE
SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT
CONCESSIONS LOD

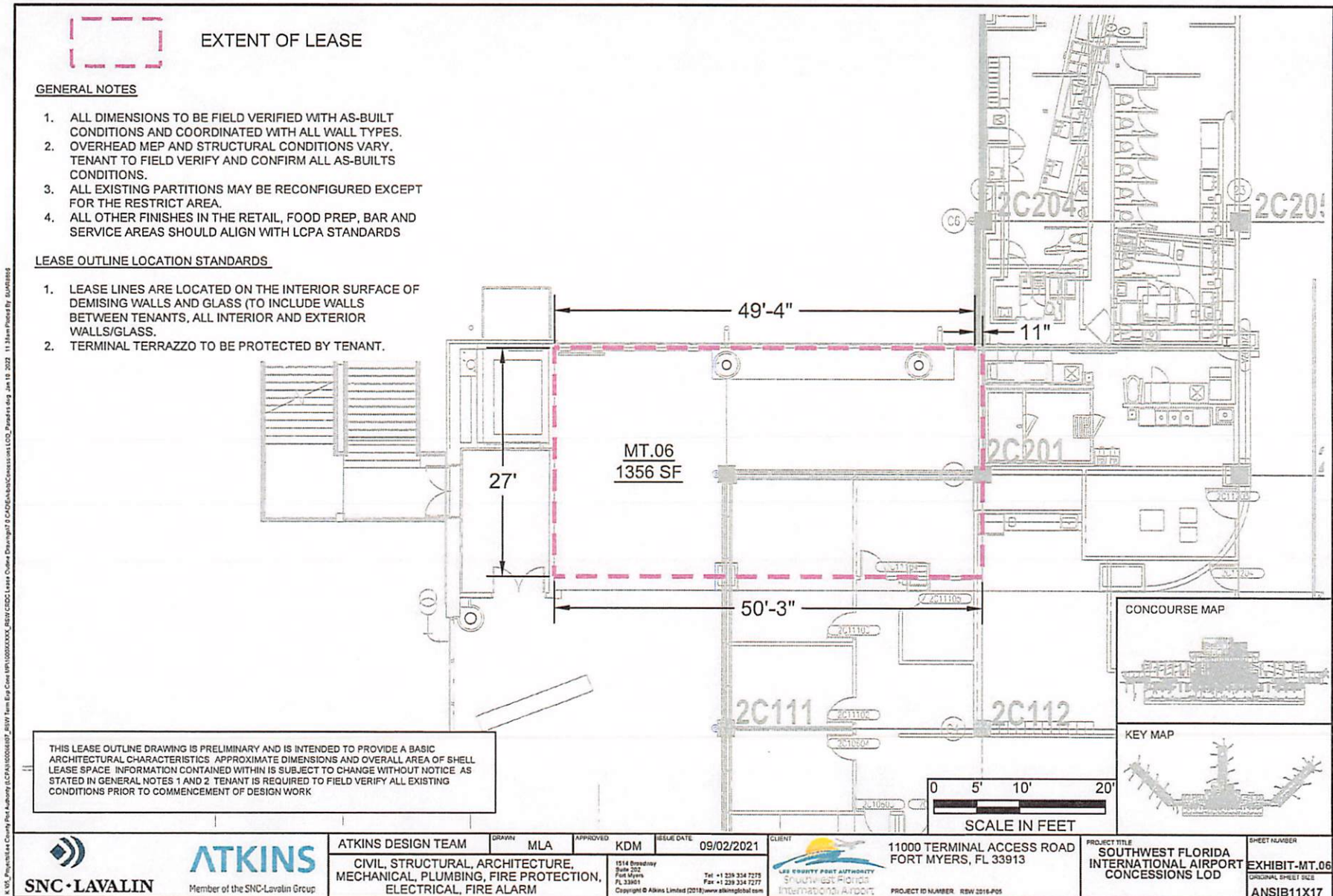
| | |
|----|---------------------|
| RT | SHEET NUMBER |
| | EXHIBIT-D.06 |
| | ORIGINAL SHEET SIZE |
| | ANSIB11X17 |

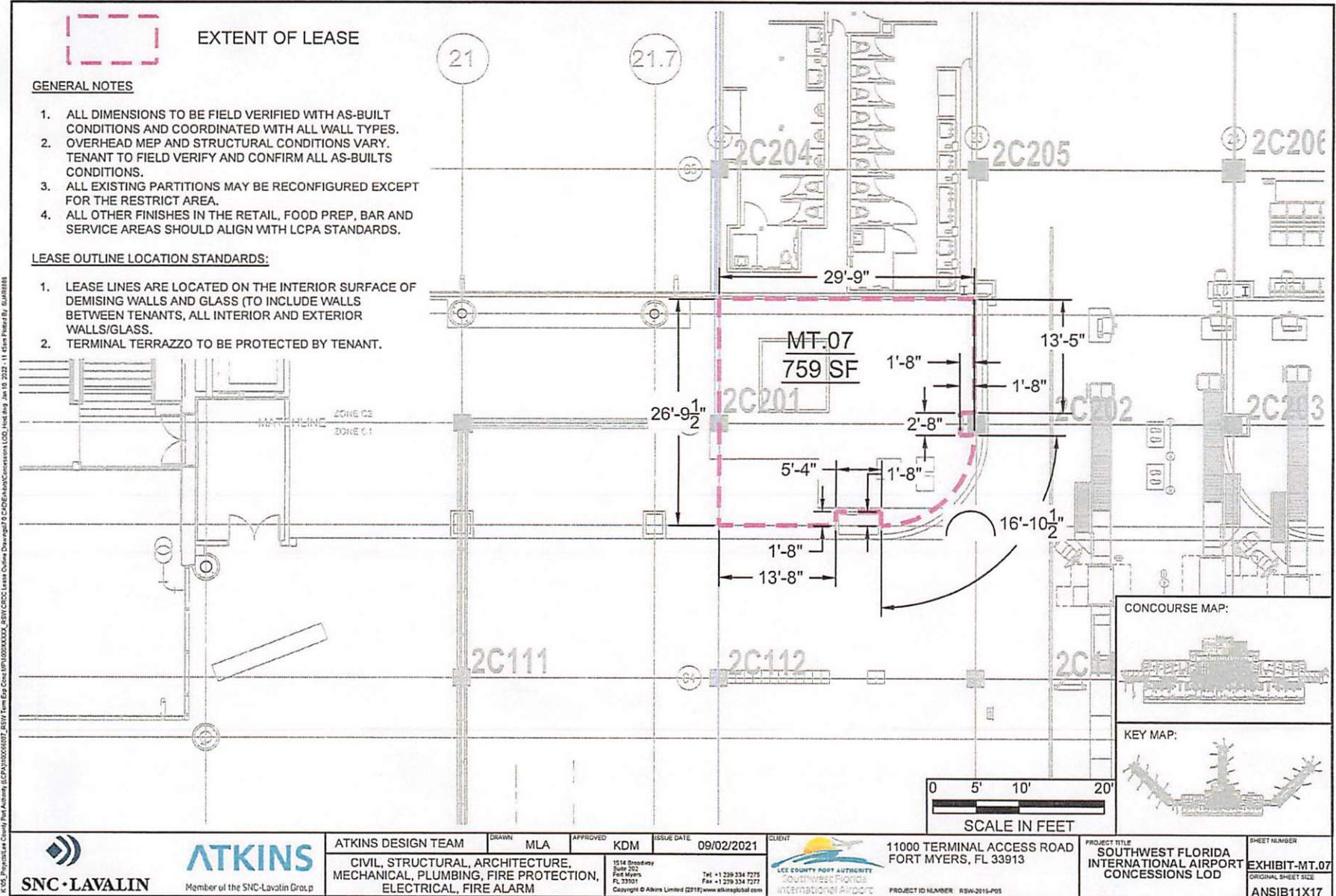


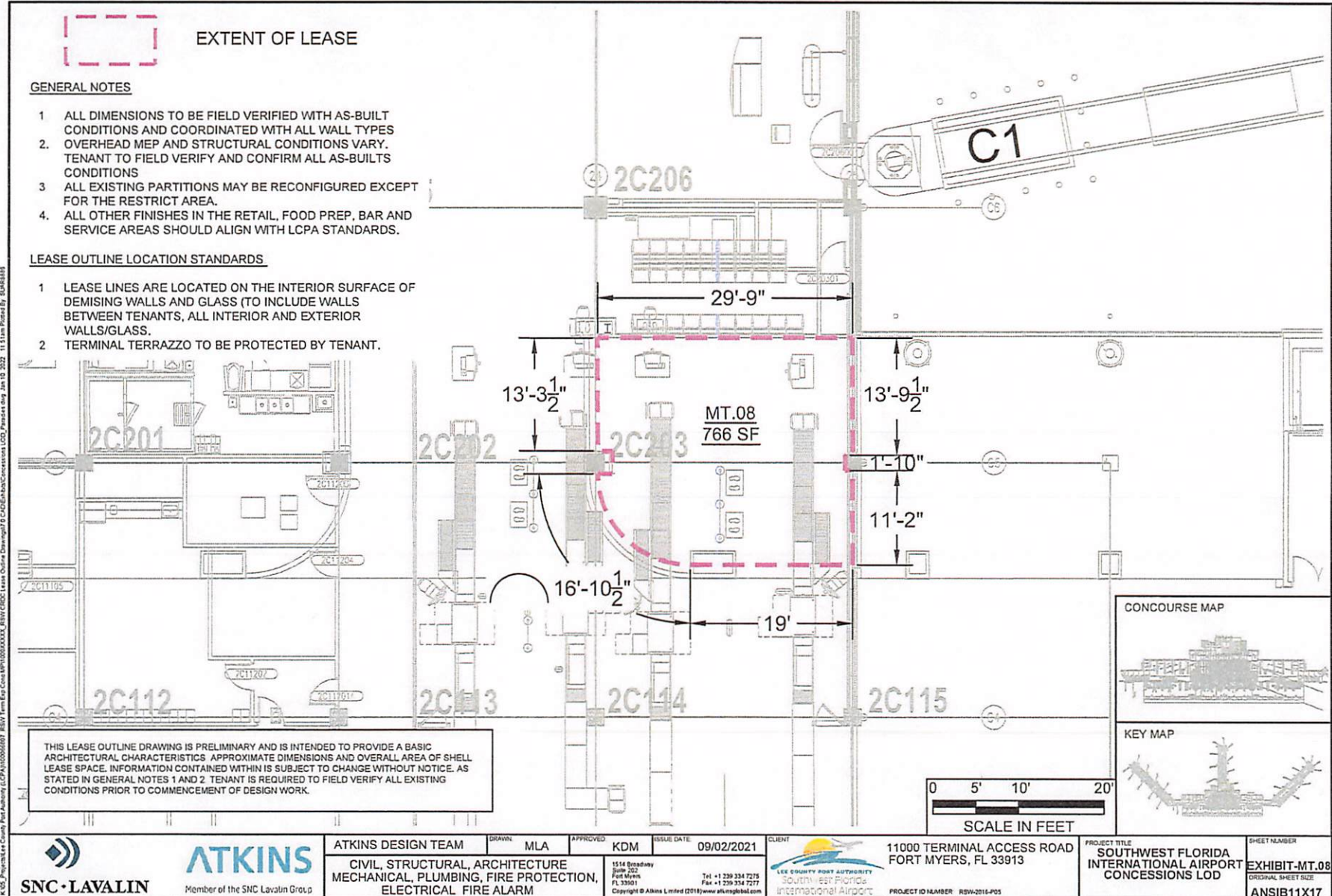


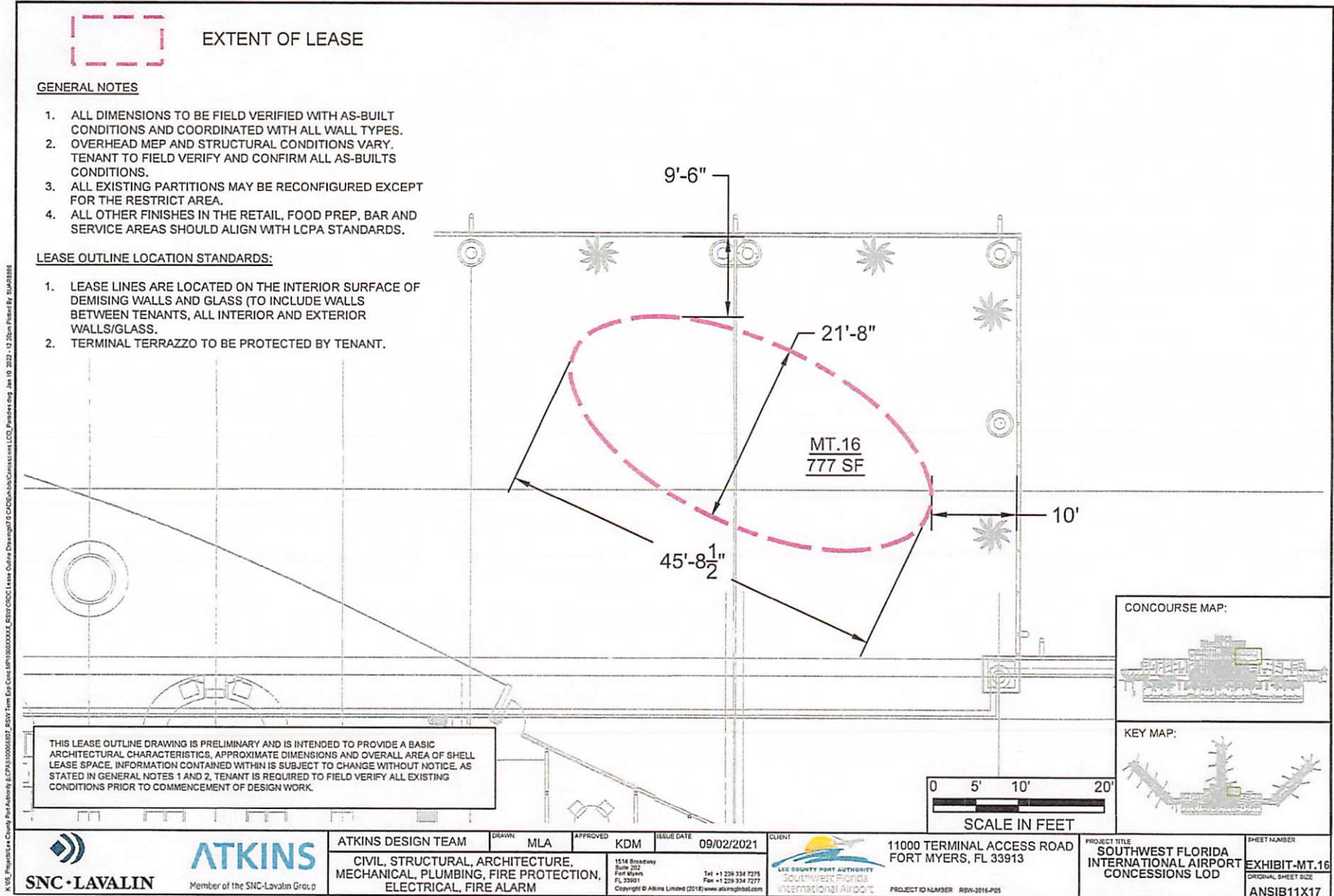


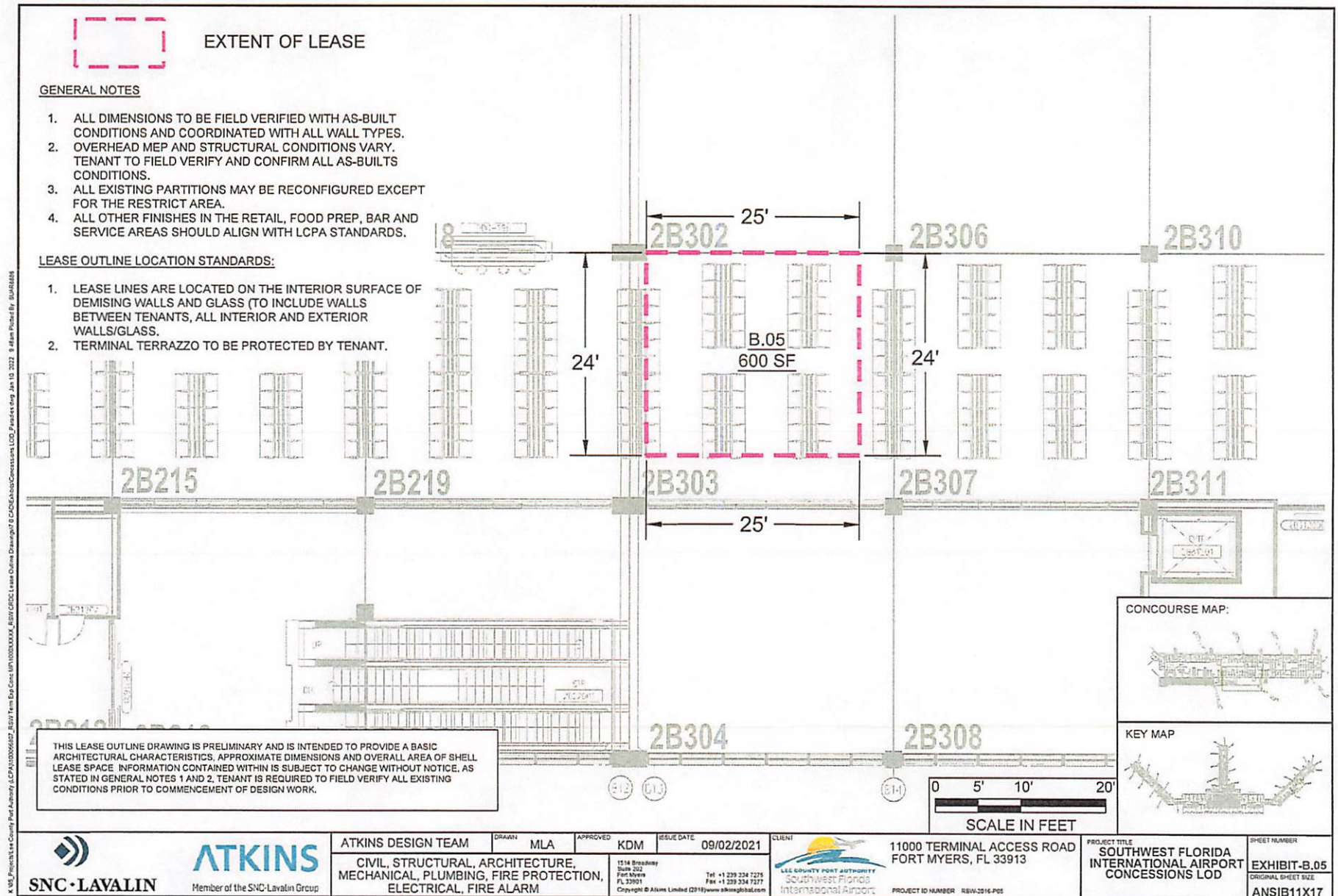




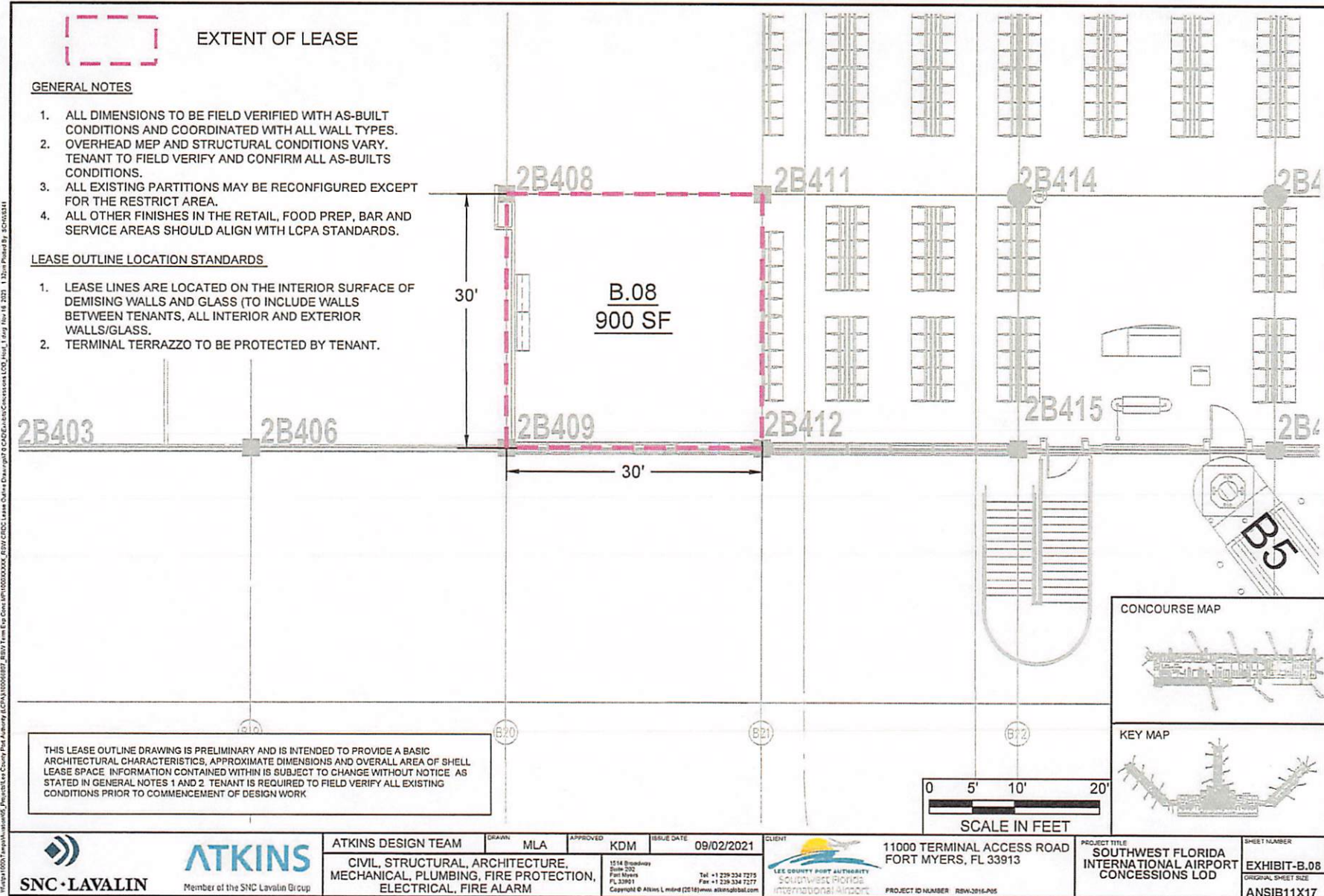


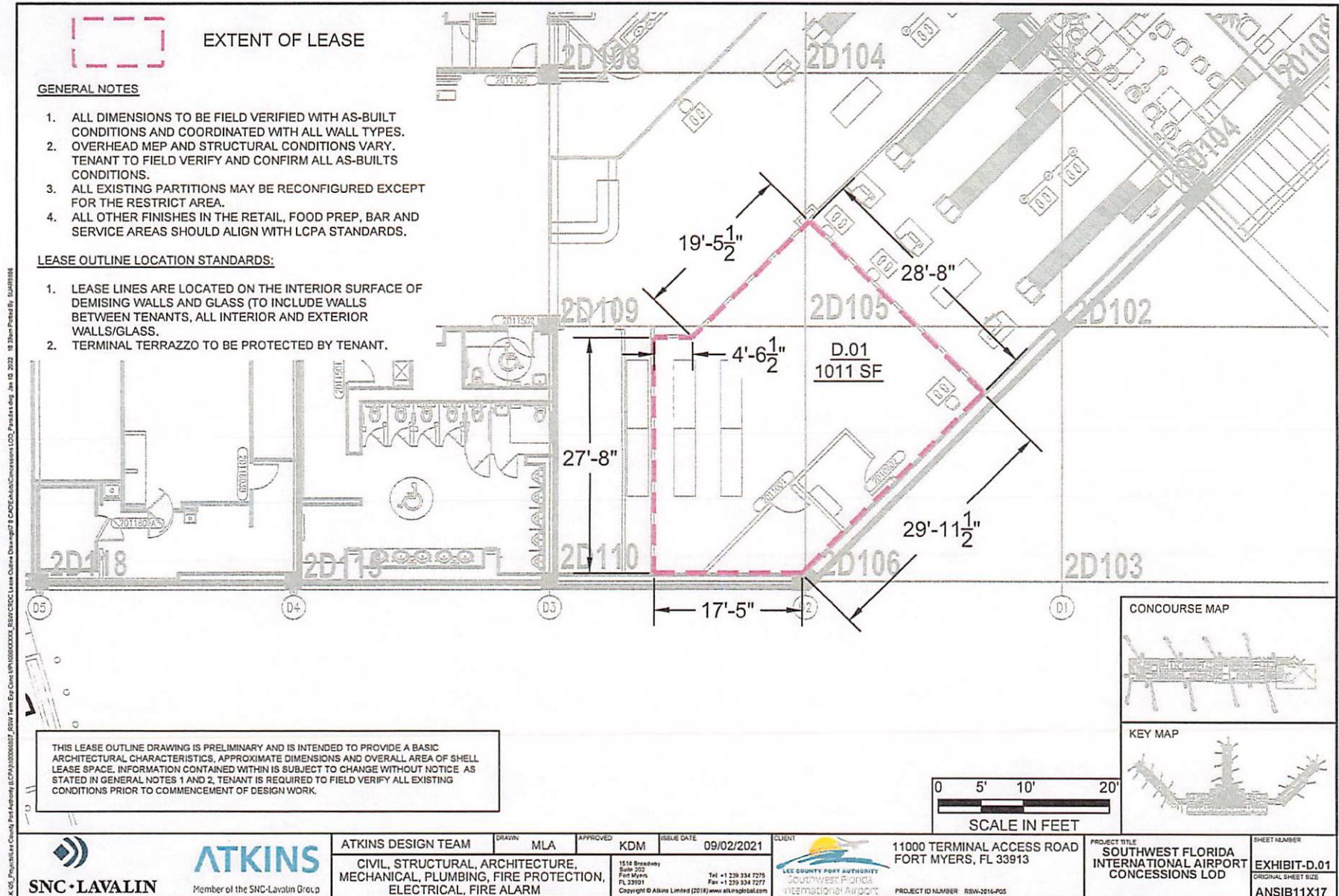






Revised Exhibit E (page 15 of 22)





Revised Exhibit E (Page 17 of 22)

