

**FIRST AMENDMENT TO THE AIRPORT CONCESSION AGREEMENT BETWEEN
OAKWELLS COMMUTER RAIL, LLC, AND THE CITY OF LA CROSSE, LA CROSSE
REGIONAL AIRPORT**

This First Amendment to the Concession Agreement for Exclusive Restaurant, News and Gift Concession, and Vending Services (the “Agreement”) is entered into this 1st day of April, 2020, by and between the CITY OF LA CROSSE, a municipal corporation, existing pursuant to the laws of the State of Wisconsin, whose address is 400 La Crosse Street, La Crosse, Wisconsin 54601 (“CITY”), and OAKWELLS COMMUTER RAIL, L.L.C. (“Company”) a corporation located at 4041 Corrine Drive, Orlando, Florida 32814, and a mailing address of P.O. Box 532034, Orlando, Florida 32853 (Collectively, “Parties”).

WITNESSETH

WHEREAS, the parties have previously entered into a concessionaire agreement for exclusive restaurant, news and gift, and vending services approved September 22nd, 2014, by Aviation Board Item 14-1099 pertaining to the operation of a restaurant, gift shop, and vending machine at the La Crosse Regional Airport, and:

WHEREAS, the circumstances resulting around the COVID-19 pandemic had adversely impacted economic conditions across the community and nation, and;

WHEREAS, in consideration of these economic conditions the parties desire to enter into this First Amendment to provide for certain relief from financial obligations under the Agreement.

NOW THEREFORE, in consideration of the covenant set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and received, the parties do hereby covenant and agree to the addition of a new item, *Subsection 5.1.a(1)d.*, pertaining to the *Minimum Annual Privilege Fee*:

d. In the event of a major traffic reduction experienced by City during the term of this Agreement, the minimum annual privilege fee provided for in Subsection 5.1(a)(1), above, shall be adjusted as follows. Should a 25% reduction in total passenger enplanements occur in two consecutive months, the minimum annual privilege fee due shall be reduced by 50%. Shall a 50% reduction in total passenger enplanements occur in a single month, the minimum annual privilege fee shall be abated. Reduction in service shall be measured by the number of reported enplanements by all airlines in a given month compared to the number of enplanements reported by the airline in the same month in the immediately preceding year. As an example, the passenger enplanement numbers for June of 2020 should be compared to the passenger enplanement numbers of June of 2019. If at any time the reduction in passenger enplanements increases to less than 25%, as described above, or should an increase in passenger enplanements occur, than this subsection shall no longer apply. City and Concessionaire agree that this method is based on historical data and that payment shall be made on the most recent data available. Shall either method result in an overpayment for any given month, such overpayment shall not be refunded but shall be applied to

future payments due. In no case shall the privilege fee amount to less than the fee outlined in Subsection 5.1 (a)(2) – Percentage Fees, below.

IN WITNESS WHEREOF, the parties hereby set their hands and seals on the day and year first written, above.

CITY OF LA CROSSE:

BY: _____
Timothy Kabat, Mayor

BY: _____
Teri Lehrke, City Clerk

OAKWELL COMMUTER RAIL, LLC:

By: _____
Michael Reilly
President and Chief Executive Officer