

AMENDMENT NO. 2 TO OPERATING AGREEMENT  
FOR  
GROUND HANDLERS (LIMITED SERVICE)

FOR

TAMPA INTERNATIONAL AIRPORT  
TAMPA, FLORIDA

BY AND BETWEEN  
HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

AMERICAN SALES AND MANAGEMENT ORGANIZATION, LLC

BOARD DATE: \_\_\_\_\_

Prepared by:

Hillsborough County Aviation Authority  
Real Estate Department  
Attn: Marsha Danielson  
Tampa International Airport  
P. O. Box 22287  
Tampa, Florida 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
AMENDMENT NO. 2 TO OPERATING AGREEMENT FOR  
GROUND HANDLERS (LIMITED SERVICE)  
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT to that certain Operating Agreement for Ground Handlers (Limited Service) at Tampa International Airport, dated September 10, 2010, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida (hereinafter referred to as "Authority"), and AMERICAN SALES AND MANAGEMENT ORGANIZATION, LLC, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as "Company") (hereinafter individually and collectively referred to as "Party" or "Parties") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter referred to as "Amendment No. 2").

WITNESSETH:

WHEREAS, on September 10, 2010, Authority and Company entered into an Operating Agreement for Ground Handlers (Limited Service) to provide ground handling services for air transportation companies (hereinafter referred to as the "Agreement") at Tampa International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, on September 5, 2013, the Agreement was amended to recognize Company's registered fictitious name and to authorize additional ground handling services (hereinafter referred to as "Amendment No. 1"); and

WHEREAS, on November 7, 2013, the Authority approved a five-year extension of the Airline-Airport Use and Lease Agreements between Authority and signatory air carriers operating at the Airport (hereinafter referred to as the "Signatory Airline Agreement") to expire September 30, 2020; and

WHEREAS, for the purpose of facilitating ground handling services to airlines at the Airport, all Operating Agreements for Ground Handlers run concurrently with the Signatory Airline Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement for five years to coincide with the five-year extension of the Signatory Airline Agreement, to amend certain administrative and insurance provisions, and to update contact information.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.

2. ARTICLE 2, TERM, Section 2.02, Term, is hereby deleted in its entirety and replaced with the following:

2.02 Term

The term of this Agreement commences October 1, 2010 and terminates September 30, 2020, unless terminated earlier as provided herein.

3. ARTICLE 4, OBLIGATIONS OF COMPANY, is hereby amended to add the following Sections 4.13 and 4.14, as follows:

4.13 Personal Property

Any personal property of Company placed on the Airport will be at the sole risk of Company, and Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage. Company hereby waives all rights of subrogation against or recovery from Authority for such loss or damage.

4.14 Surrender of Personal Property

Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Airport on the date of termination. Failure on the part of Company to remove all of its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to the Authority for whatever lawful disposition is deemed to be in the best interest of the Authority. Any costs incurred by the Authority in the disposition of such personal property will be borne by Company. If Company is in default of any rent terms of this Agreement, Authority will have a lien for such rent upon any personal property found upon the Airport in accordance with Florida Statutes and, in such event, Company will not remove any personal property from the Airport without written approval of Authority.

4. ARTICLE 7, PAYMENTS, Subsection 7.09, Place of Payments, is hereby deleted in its entirety and replaced with the following:

7.09 Place and Method of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)  
VIA ACH WITH REMITTANCE ADVICE TO  
RECEIVABLES@TAMPAAIRPORT.COM

OR

(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
ATTN: FINANCE DEPARTMENT  
TAMPA INTERNATIONAL AIRPORT  
P. O. BOX 22287  
TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
ATTN: FINANCE DEPARTMENT  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY  
SUITE 2400, ADMINISTRATION BUILDING  
2ND LEVEL, RED SIDE  
TAMPA, FLORIDA 33607

5. ARTICLE 10, INSURANCE, Subsection 10.03, Conditions of Acceptance, is hereby deleted in its entirety and replaced with the following:

10.03 Conditions of Acceptance

This Agreement incorporates by reference Authority's Standard Procedure concerning contractual insurance terms and conditions in effect as of the date of this Agreement as may be amended from time to time.

6. ARTICLE 26, NOTICES AND COMMUNICATIONS, is hereby amended to update Authority's and Company's contact addresses, as follows:

TO AUTHORITY:  
(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P. O. Box 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:  
(MAIL DELIVERY)  
AMERICAN SALES AND MANAGEMENT  
ORGANIZATION, LLC  
P. O. Box 521305  
MIAMI, FL 33152  
ATTN: MANAGER & CEO

OR

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY, SUITE 2400  
ADMINISTRATION BUILDING  
TAMPA, FLORIDA 33607  
ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)  
AMERICAN SALES AND MANAGEMENT  
ORGANIZATION, LLC  
7200 CORPORATE CENTER DRIVE  
MIAMI, FL 33126  
ATTN: MANAGER & CEO

7. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Victor D. Crist, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Robert I. Watkins, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Robert I. Watkins in the capacity of Chairman, and by Victor D. Crist in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

AMERICAN SALES AND MANAGEMENT ORGANIZATION, LLC

Signed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

AMERICAN SALES AND MANAGEMENT ORGANIZATION, LLC

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_,

2015, by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation / LLC / Partnership / Sole Proprietor / Other)

on its behalf. \_\_\_\_\_ and has produced  
(He is/She is) (Personally known to me / not personally known to me)

the following document of identification \_\_\_\_\_.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or Print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)