

AMENDMENT NO. 1 TO SPACE RENTAL AGREEMENT

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

PEMCO WORLD AIR SERVICES, INC.

Prepared by:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT to that certain Space Rental Agreement at Tampa International Airport, dated September 5, 2019, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida (Authority), and PEMCO WORLD AIR SERVICES, INC., a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as Party or Parties) is entered into this ____ day of _____, 2020 (Amendment No. 1).

WITNESSETH:

WHEREAS, the Authority owns and operates Tampa International Airport (Airport) located in the County of Hillsborough, State of Florida; and

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Airport; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased for use and development by airlines and other airline support functions; and

WHEREAS, Company operates at the Airport under a written agreement with Authority, as may be extended by amendment or renewed by execution of a subsequent agreement for said operations, entitled Lease Agreement for Facility and Ground Area (Basic Agreement); and

WHEREAS, on September 5, 2019, Authority and Company entered into a Space Rental Agreement for certain premises in support of Company's operations under the Basic Agreement (Agreement); and

WHEREAS, Company desires to extend the term of the Agreement by one (1) year and to amend certain administrative provisions pursuant to this Amendment No. 1.

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 4, TERM, Section 4.02, Term, is hereby deleted in its entirety and replaced by the following:

4.02 Term

The term of this Agreement commences September 5, 2019 and terminates September 30, 2021, unless terminated earlier as provided herein.

3. ARTICLE 22, NON-DISCRIMINATION, is hereby deleted in its entirety and replaced by the following:

ARTICLE 22
NON-DISCRIMINATION

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

22.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:
Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 with or benefitting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.
- B. Duration:
This provision obligates Company for the period during which the property is owned, used or possessed by the Company and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

During the performance of this Agreement, Company, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:

1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to

furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
6. Incorporation of Provisions: Company will include the provisions of paragraphs one through five of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
9. The FAA’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with

Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

The Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 with or benefiting from Federal assistance. If the Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

This provision obligates the Company for the period during which the property is owned, used or possessed by the Company and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 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 _____, 2020.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Gary W. Harrod, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

LEGAL FORM APPROVED:

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 _____, 2020, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor 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)

PEMCO WORLD AIR SERVICES, INC.

Signed in the presence of:

By: Jeffrey Becker
Title: General Manager

Judy Woodward
Witness Signature

Judy Woodward
Print Name

[Signature]
Witness Signature

Janet Klinker
Print Name

Jeffrey Becker
Print Name

4102 N. Westshore Blvd.
Print Address

Tampa, Florida 33614

PEMCO WORLD AIR SERVICES, INC.

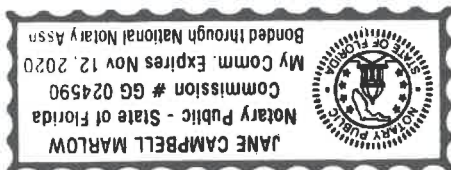
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledge before me this 8th day of September, 2020,
by Jeffrey Becker in the capacity of General Manager,
(Individual's Name) (Individual's Title)
at Pemco World Air Services Inc a Delaware Corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. He is Personally known to me 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)



Jane Marlow
Signature of Notary

Jane Marlow
Type or Print Name of Notary

Nov. 12, 2020
Date of Commission Expiration (if not on stamp or seal)



Signature Authority Summary Effective September 30, 2019

1. All Agreements AMES President, or General Manager or VP, Operations, and
AMES Director of Contracts (approver not signatory).
* AMES President to be copied on all finished, counter-signed agreements
2. Amendments:
 - Process, cost or material changes General Manager
 - Service or location changes General Manager or VP, Operations or Director, Planning
 - Administrative General Manager or Director of Planning and AMES Director of Contracts (approver not signatory)
3. Capital Expenditures (Equipment, Tooling, Hangar Improvements)
 - ATSG policies apply. AMES Controller will assure compliance and all signatures and permissions are in place.
 - All Capital AMES President, AMES Controller, General Manager and Controller
 - NOTE: Any capital expenditure commitment between \$10,000 and \$2,000,000 not included in the capital expenditure budget approved by the ATSG Board of Directors must be approved and signed in writing by the CEO or CFO. Once the commitment for a capital expenditure is properly approved in this way, the invoice payment (disbursement) approval shall be made in accordance with the signature authority disbursement guidelines above. Disbursements for commitments signed by only one authorized person are not to be approved by that same Person.
4. Speculative Inventory Manager, MRO Sales; and General Manager or PEMCO Controller
5. Project Costs (Materials)
 - Purchase Orders greater than \$25,000 Director, Materials; and General Manager or PEMCO Controller
 - Purchase Orders less than \$25,000 Director, Materials
 - Purchase Orders less than \$15,000 Buyer/Project Costs (Outside Services/Other)
 - Invoices greater than \$25,000 Vice President and General Manager or PEMCO Controller
 - Invoices less than \$25,000 Vice President
 - Invoices less than \$15,000 Buyer



Signature Authority Summary effective September 30, 2019

6. Operating Expenses

- With charges greater than \$50,000 AMES President, AMES Controller, General Manager, PEMCO Controller
- With charges less than \$50,000 General Manager and PEMCO Controller
- With charges less than \$25,000 Vice President and PEMCO Controller
- With charges less than \$10,000 Director and PEMCO Controller
- With charges less than \$5,000 Director

Notes:

- In all cases, a higher-level authority may approve in the absence of the listed authority (i.e., General Manager or Vice President may sign in absence of Program Manager).
- In the absence of both the General Manager and the VP of Operations, the signature authority on contractual obligations escalates to AMES' President or VP, Business Development.

7. Operating Expense Additional Exceptions (to # 6 above)

- Medical Insurance invoices with charges less than \$300,000 Director HR and PEMCO Controller
- Medical Insurance invoices with charges greater than \$300,000 Director HR and PEMCO Controller and AMES Controller
- Boeing Royalty payments more than \$1,000,000 AMES President (in addition to signatures below)
- Boeing Royalty payments less than \$1,000,000 PEMCO Controller, General Manager, AMES Controller
- American Express invoices with charges less than \$25,000 PEMCO Controller
- 401K Contribution payments (including employer match) less than \$100,000 Director HR and PEMCO Controller
- 401K Contribution payments (including match) greater than \$100,000 Director HR and PEMCO Controller and ATSG Manager-Payroll
- Life Insurance payments Director HR and PEMCO Controller
- Contract Labor invoices with charges less than \$100,000 Director HR and PEMCO Controller
- Freight charges greater than \$5,000 Director, Materials; and PEMCO Controller
- Freight charges less than \$5,000 Director, Material or PEMCO Controller
- Tool Calibration and Repair invoices with charges greater than \$2,500 Manager, Materials and Director, Materials



7. Operating Expense Additional Exceptions (to # 6 above) Continued

- Tool Calibration and Repair Invoices with charges less than \$2,500 Manager, Materials
- Tool Calibration and Repair Invoices with charges less than \$1,000 Supervisor, Tooling
- Utility or rent invoices with charges greater than \$50,000 Manager, Facilities; VP, Operations; and PEMCO Controller
- Utility or rent invoices with charges less than \$50,000 Manager, Facilities
- The General Manager approves the PEMCO Controller as his delegated representative.

8. Credit Card and Travel Expenses

- Expense Reports and CC statements with charges less than \$5,000 employee & Supervisor
- Expense Reports and CC statements with charges less than \$10,000 employee & Supervisor + Manager level
- Expense Reports and CC statements with charges less than \$25,000 employee & Supervisor + Director level
- Expense Reports and CC statements with charges less than \$50,000 employee & Supervisor + Director + Controller
- Expense Reports and CC statements with charges ~~less~~ ^{greater} than \$50,000 employee & Supervisor + Controller + General Manager