

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 3

TO LEASE AND CONCESSIONS CONTRACT

FOOD AND BEVERAGE CONCESSIONS

TAMPA INTERNATIONAL AIRPORT

SSP AMERICA, INC.

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
AMENDMENT NO. 3 TO LEASE AND CONCESSIONS CONTRACT  
FOOD AND BEVERAGE CONCESSIONS  
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT NO. 3 to Lease and Concessions Contract for Food and Beverage Concessions at Tampa International Airport (Contract), dated June 4, 2015, by and between Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (Authority), and SSP America, Inc., a California company, authorized to do business in the State of Florida (Concessionaire), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSETH:

**WHEREAS**, on June 4, 2015, Authority and Concessionaire entered into the Contract at Tampa International Airport (Airport); and

**WHEREAS**, on June 21, 2018, Amendment No. 1 modified the Premises Rent under the Contract; and

**WHEREAS**, on August 6, 2020, Amendment No. 2 to the Contract allowed for an abatement and relief period of the Minimum Annual Privilege Fee (MAPF) and Premises Rent during the COVID-19 pandemic; and

**WHEREAS**, in exchange for the Authority's entering into Amendment No. 2, Concessionaire released the Authority from any and all claims, liabilities, and obligations asserted against the Authority or any Released Parties arising out of or in any way related to the Authority's acts or omissions in response to the COVID-19 pandemic; and

**WHEREAS**, Concessionaire agrees to continue providing the Concession at the Airport in accordance with the terms and conditions of the Contract.

**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 acknowledged, the Parties do agree that the Contract is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. ARTICLE I, DEFINITIONS, Section 1.01, Definitions, Paragraph Q, Contract Dates, Subparagraph 3, Expiration Date, is deleted in its entirety from the Contract and replaced with the following:

**Expiration Date:** The twelfth (12<sup>th</sup>) anniversary of the Package Completion Date.

3. ARTICLE IV, TERM, Section 4.04, Rights and Obligations Upon Expiration or Termination, is amended by adding the following paragraph at the end:

At any time during the eleventh (11<sup>th</sup>) and/or twelfth (12<sup>th</sup>) Contract Years this Contract may be terminated at the Authority's sole discretion upon sixty (60) days' written notice to Concessionaire. In the event any such notice of termination is given, the termination of this Contract will be effective sixty (60) days from the date of the notice or such date set forth in the notice of termination.

4. ARTICLE V, RENTALS, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS, Section 5.03, Privilege Fee, Paragraph D, is deleted in its entirety from the Contract and replaced with the following:

D. Beginning on October 1, 2021, the MAPF shall revert to the initial MAPF set forth in Article II, Summary Contract Provisions, and escalate by two percent (2%) on the first day of every Contract Year thereafter. Notice of such increases to Concessionaire shall not be required.

5. ARTICLE V, RENTALS, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS, Section 5.03, Privilege Fee, is amended by adding the following paragraph thereto:

E. Adjustment of Fee. If for any reason the number of monthly enplaning passengers on scheduled flights at the Airport drops to less than eighty percent (80%), but more than forty percent (40%), for more than three (3) consecutive months compared to the same months of the prior Contract Year then, beginning in the following month, the Privilege Fee will be paid at a rate of MAPF per passenger. When monthly enplaning passengers on scheduled flights at the Airport return to eighty percent (80%) compared to the same months of the prior Contract Year for more than three (3) consecutive months, the MAPF will revert to the MAPF then in effect for the current Contract Year. If for any reason the number of monthly enplaning passengers on scheduled flights at the Airport drops to less than forty percent (40%) for the same months of the prior Contract Year for more than three (3) consecutive months, then beginning in the following month and until such time as monthly enplaning passengers on scheduled flights at the Airport return to forty percent (40%) of the prior Contract Year for more than three (3) consecutive months, only a Percentage Fee will be due. When monthly enplaning passengers on scheduled flights at the Airport return to forty percent (40%) compared to the same

months of the prior Contract Year for more than three (3) consecutive months, the MAPF will revert to the MAPF then in effect for the current Contract Year.

6. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect and are hereby ratified and confirmed. The Contract, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both Parties.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST:

\_\_\_\_\_  
Commissioner Stacy R. White  
Assistant Secretary/Assistant Treasurer

BY:

\_\_\_\_\_  
Garry Harrod, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Approved as to form for legal sufficiency:**

BY:

\_\_\_\_\_  
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**STATE OF FLORIDA**

**COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Gary Harrod, in the capacity of Chairman, and by Stacy R. White, in the capacity of Assistant Secretary/Assistant Treasurer, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced

SSP AMERICA, INC.

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Address

**SSP AMERICA, INC.**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for \_\_\_\_\_  
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced