

SECOND AMENDMENT TO FIRST AMENDED AND RESTATED NEWS AND GIFT CONCESSION AGREEMENT FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and AMS South Florida, JV, a joint venture between AMS South Florida, LLC, a Florida limited liability company, and Premiere Travel Solution, LLC, a Florida limited liability company, each authorized to do business in Florida ("Concessionaire") (collectively, the "Parties"), is entered into effective as of the date of this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS:

A. County and Concessionaire entered into a First Amended and Restated News and Gift Concession Agreement with an effective date of December 3, 2013, which was amended by an Addendum to the First Amended and Restated News and Concession Agreement dated December 19, 2013, and a First Amendment dated June 2, 2015 (collectively, as amended, the "Agreement").

B. A Consent to Change of Ownership was approved on July 1, 2019 consenting to the assignment of the interests of Tarra Enterprises, Inc., a Florida corporation to Master Concessionair, LLC, a Florida limited liability company.

C. A Consent to Change of Ownership was approved on December 18, 2019 consenting to the assignment of interests of Master Concessionaire, LLC to Premier Travel Solution, LLC.

D. By letter addressed to County dated November 22, 2013, Concessionaire committed to pay the living wage required by the Living Wage Ordinance (hereinafter defined) to its employees throughout the Term of the Agreement.

E. On December 11, 2018, the Board of County Commissioners amended the Living Wage Ordinance to increase the living wage rate to at least \$13.27 per hour with health care benefit amounts of at least \$1.63 per hour, or at least \$14.90 per hour without health care benefits, adjusted annually as provided in the Living Wage Ordinance, and on February 26, 2019, the Board of County Commissioners amended the Living Wage Ordinance to increase the health care benefit amount to \$3.44 per hour beginning on January 1, 2021, adjusted annually as provided in the Living Wage Ordinance (collectively as amended, the "Increased Living Wage").

F. The Living Wage Ordinance, as amended, provides that for covered contracts entered into prior to January 1, 2019, the covered employer and County may enter into a written amendment to reasonably mitigate the increased living wage costs.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions.

2. Article I of the Agreement is amended by adding a definition of Living Wage Ordinance:

1.50 Living Wage Ordinance. The Broward County Living Wage Ordinance, Sections 26-100 et. seq. of the Broward County Code of Ordinances, as may be amended from time to time.

3. Article XXII of the Agreement is amended by creating a new Section 22.48 to read as follows:

22.48 Living Wage Requirement. Concessionaire is a "covered employer" within the meaning of the Living Wage Ordinance and agrees to and shall pay all of its "covered employees" as defined therein, a living wage as required by such ordinance, and to fully comply with the requirements of such ordinance. Concessionaire shall be responsible for and shall require all of its subconcessionaires to fully comply with the requirements of the Living Wage Ordinance, whether or not the subconcessionaires meet the definition of a "covered employer" in such ordinance. In the event that Concessionaire has existing agreements with subconcessionaires that do not currently require payment of the living wage as defined by such ordinance, a requirement to comply with the Living Wage Ordinance consistent with this section 22.48 shall be included in any amendment or renewal of any such subconcessionaire agreement.

4. Article III, Sections 3.5.2 and 3.5.3 are amended to read as follows:

3.5.2 If Concessionaire is operating under a brand name with street (non-Airport) locations within Broward, Miami-Dade, or Palm Beach Counties ("street locations"), prices charged for comparable products shall be no more than ~~ten~~ eleven percent (~~10~~ 11%) higher than those charged at agreed-upon comparable locations. The comparable price shall be developed by taking the average of no more than three (3) locations, including retail, and food and beverage locations that serve travelers (e.g. travel plazas, hotels, resorts, and entertainment venues).

3.7.3 In the event Concessionaire is not operating under a brand name, the location prices charged by Concessionaire for comparable products shall be no more than ~~ten~~ eleven percent (~~10~~ 11%) higher than the average price of no more than three (3) similar comparable sites (e.g. comparable in concept, size, ambiance, and quality, of the retail, and food and beverage service concessions proposed for the Airport) identified by Concessionaire, which sites are approved by the Aviation Department. Fewer than three comparable sites may be used, so long as Concessionaire obtains the prior written consent of the Aviation Department.

5. The Parties stipulate that the increase from ten percent (10%) to eleven percent (11%) in Article III, Sections 3.5.2 and 3.5.3 ("Street Pricing") is to reasonably mitigate the increased costs to Concessionaire resulting from the amendments to the Living Wage Ordinance, including increasing the wages for covered employees. Concessionaire certifies the truth and accuracy of the documentation submitted by Concessionaire to demonstrate increased costs. Concessionaire certifies that the stated increase is equal to or less than the amount of the increased costs to Concessionaire resulting from the Increased Living Wage.

6. In the event the Increased Living Wage is not actually paid to Concessionaire's covered employees for any reason, upon written notice by County, the Street Pricing shall revert from eleven percent (11%) back to ten (10%) percent.

7. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

8. Concessionaire acknowledges that through the Effective Date hereof, Concessionaire has no claims against County with respect to any of the matters covered by the Agreement and Concessionaire has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

9. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

10. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement or this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. The Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

13. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

14. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, and AMS South Florida JV, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By:  _____ 1/22/2020
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/
AMS South Florida JV 2nd amend (2)
12/11/19
09/20/19

**SECOND AMENDMENT TO FIRST AMENDED AND RESTATED NEWS AND GIFT CONCESSION
AGREEMENT FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

CONCESSIONAIRE

AMS SOUTH FLORIDA, JV a Florida
general partnership

AMS South Florida, LLC, Partner
By: Airport Management Services, LLC,
Managing Member

Witness:

J. Bigger
Signature

Jeanera Bigger
Print Name of Witness above

Natalie A
Signature

Natalie A
Print Name of Witness above

By: Michael R. Mullaney
Authorized Signor
Michael R. Mullaney
Executive Vice President
Print Name and Title
Corporate Strategy & Development

16th day of January, ~~2019~~²⁰

Premiere Travel Solution, LLC, Partner

By: Jorge Carratala
Authorized Signor

JORGE CARRATALA C.O.O.
Print Name and Title

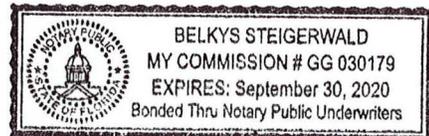
15th day of JANUARY, ~~2019~~²⁰²⁰

Maria B. Ferreiro
Signature

Maria B. Ferreiro
Print Name of Witness above

Maribel Cardo
Signature

Maribel Cardo
Print Name of Witness above



Belkys Steigerwald