

**FIRST AMENDMENT TO CONCESSION AGREEMENT
FOR FOOD AND BEVERAGES**

This First Amendment made and entered into this ____ day of _____, 2018, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and FIRST CLASS CONCESSIONS, INC., hereinafter referred to as "CONCESSIONAIRE" (individually and collectively hereinafter referred to as Party or Parties).

WITNESSETH:

WHEREAS, Parties entered into a CONCESSION AGREEMENT FOR FOOD AND BEVERAGES (hereinafter "Agreement") on August 25, 2008, pursuant to Pinellas County Contract No. 067-0660-P for an Airport Terminal Building Concession at the St. Pete-Clearwater International Airport (Airport); and

WHEREAS, Parties desire to extend the original term of the Agreement, which will expire on August 24, 2018, on a month-to-month basis during the solicitation process of the new Request for Proposals (RFP) of this Concession; and

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, the Parties hereto covenant and agree to amend the Agreement as follows:

1. ARTICLE 2 / EFFECTIVE DATE AND TERM

Effective on the date of this Amendment:

The Parties elect to extend this Agreement for a month-to-month term, on condition that COUNTY or CONCESSIONAIRE shall notify the other Party not less than sixty (60) days in advance of its desire to terminate this Agreement.

2. ARTICLE 29 / NOTICES AND COMMUNICATIONS

Article 29 shall be stricken in its entirety and replaced with the following:

CONCESSIONAIRE shall pay and submit all reports and payments required by this Agreement to the address shown below, until changed by written notification:

**Office of the Airport Director
St. Pete-Clearwater International Airport
14700 Terminal Blvd., Suite 221
Clearwater, Florida 33762**

COUNTY shall send any and all notices to CONCESSIONAIRE under this Agreement to the address shown below, until changed by written notification:

**First Class Concessions, Inc.
11650 Iberia Place, Suite 201
San Diego, CA 92128**

Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

(The rest of this page is left intentionally blank.)

CORPORATE ACKNOWLEDGMENT
FIRST CLASS CONCESSIONS, INC.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

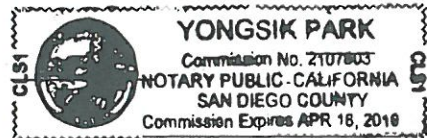
COUNTY OF San Diego

BEFORE ME personally appeared Tasneem Vakharia, to me ~~well known~~ and known to me to be the individual described in and who executed the foregoing instrument as President of the above-named corporation, and severally acknowledged to and before me that they executed such instrument, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 13 day of JUNE, 2018.

Charles Park

Notary Public



My Commission Expires: 04/18/2019

IN WITNESS WHEREOF, the Parties herein have caused this First Amendment to CONCESSION AGREEMENT FOR FOOD AND BEVERAGES pursuant to Contract No. 067-0660-P as of the day and year first above written.

PINELLAS COUNTY, FLORIDA,
by and through its Board of
County Commissioners

By: _____

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

APPROVED AS TO CONTENT

By: Thomas R. Jewsbury
Thomas R. Jewsbury, Airport Director

Witnesses:

By: [Signature]
Printed Name: Suzanne Estes

By: [Signature]
Printed Name: Kristel Kraus

CONCESSIONAIRE:
FIRST CLASS CONCESSIONS, INC.

By: Tasneem Vakharia
Printed: TASNEEM VAKHARIA
Title: PRESIDENT