

AMENDMENT NO. 1 TO GROUND LEASE AGREEMENT

TAMPA INTERNATIONAL AIRPORT

Tampa, Florida

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

RANDHIR OF TAMPA, LLC

Prepared by:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO GROUND LEASE AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT to that certain Ground Lease Agreement at Tampa International Airport, dated May 7, 2015, 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 Randhir of Tampa, LLC, a limited liability company organized and existing under the laws of the State of Florida and authorized to conduct business in 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 _____, 2018 (hereinafter referred to as "Amendment No. 1").

WITNESSETH:

WHEREAS, on May 7, 2015, Authority and Company entered into a Ground Lease Agreement whereby Authority agreed to lease 7,605 Square feet of land to Company until May 31, 2020, with a five year renewal option which would extend the final termination date through May 31, 2025 (hereinafter referred to as the "Agreement"); and

WHEREAS, on August 5, 2015, Company exercised the five year option, extending the Agreement through May 31, 2025; and

WHEREAS, Company and Authority now desire to add a second renewal option which would extend the Agreement by 15 years, or until May 31, 2040; and

WHEREAS, Authority desires to update certain administrative and federally mandated provisions and Company is agreeable thereto under the terms and conditions stated in 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 4.03, Renewal Option and Section 4.04, Termination are hereby deleted in their entirety and replaced by the following:

4.03 Renewal Options

Company exercised a five year renewal option on August 5, 2015, extending the Agreement through May 31, 2025. This Agreement is hereby renewed at the same terms

and conditions with the exception of those terms and conditions specifically changed in Amendment No. 1, for a period of 15 years, upon Company and Authority executing Amendment No. 1. Such renewal option will result in this Agreement having a final termination date of May 31, 2040.

4.04 Termination

This Agreement may be terminated by Authority after June 1, 2025, should Authority desire to use the Premises for a use other than the use permitted in Article 3.01, upon 365 days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any rents or other charges to Authority, upon 90 days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 90 calendar days from the date of the notice or such date set forth in the notice of termination.

3. ARTICLE 5, PAYMENTS, Section 5.02, Rental Adjustment is hereby deleted in its entirety and replaced by the following:

5.02 Rental Adjustment

The Company exercised a five year option on August 5, 2015, extending the Agreement through May 31, 2025. Beginning May 1, 2020, the annual Rent will be adjusted by Authority based upon the then current appraised fair market rental value for similarly used non-aeronautical land on the Airport.

Second Renewal Option Period and Rental Adjustment

Upon Company exercising the second renewal period set out in Article 4.03 above, the annual Rent will be adjusted beginning on May 1, 2025, based upon the then current appraised fair market rental value for similarly used non-aeronautical land on the Airport. The appraised value will be used for the first year, with 3% annual increases for each subsequent year throughout the remaining term of the Agreement.

4. ARTICLE 14, INSURANCE, is hereby deleted in its entirety and replaced with the following:

14.01 Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies will provide that Authority, members of Authority's governing

body, and the Authority's officers, volunteers and employees are included as additional insured.

14.02 Limits and Requirements

Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of the Premises by, or on behalf of, Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 2010 10 01 and CG 2011 (01/96).

	<u>Agreement Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	
Each Occurrence	\$1,000,000
Products and Completed Operations	
Aggregate	\$1,000,000

Environmental Insurance (Pollution)

Such insurance will be maintained by Company on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of this Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of the Agreement, including any renewal options. If on a claims-made basis, insurance must respond to claims reported within three years of the end of the Agreement. The limits of coverage will be:

Each Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

14.03 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waives all rights against Authority and members of Authority's governing body, Authority's officers, volunteers and employees, for

damages or loss to the extent covered and paid for by any insurance maintained by Company.

14.04 Conditions of Acceptance

The insurance maintained by Company throughout the term of this Agreement must conform at all times with Exhibit B, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect at the time of this Agreement, as may be amended from time to time.

5. ARTICLE 20, NON-DISCRIMINATION/AFFIRMATIVE ACTION, is hereby deleted in its entirety and replaced with the following:

ARTICLE 20
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; or
- C. Any other action determined to be appropriate by Authority or the FAA.

20.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:

Company agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

- B. Duration:

- (1) This provision binds Company from the effective date through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- (2) This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement

Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Company or any transferee for the longer of the following periods:

- (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which Authority or any transferee retains ownership or possession of the property.

20.02 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 20.02(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, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (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).

C. Duration:

Company must comply with this Article during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates Company for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Authority retains ownership or possession of the property.

(Remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2018.

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 _____, 2018, 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)

RANDHIR OF TAMPA, LLC

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

RANDHIR OF TAMPA, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____,
2018, 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)