

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 2 TO
LEASE AND CONCESSIONS CONTRACT
RETAIL AND DUTY FREE CONCESSIONS
TAMPA INTERNATIONAL AIRPORT

HG TAMPA JV

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THIS AMENDMENT NO. 2 to the Lease and Concessions Contract for Retail and Duty Free 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 HG Tampa JV, a joint venture company organized and existing under the laws of the State of Florida and 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 August 6, 2020, Amendment No. 1 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. 1, 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 (12th) 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 (11th) and/or twelfth (12th) 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 and this Amendment No. 2 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

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

BY:

Garry Harrod, Chairman

Address: PO Box 22287
Tampa FL

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

HG TAMPA JV

Signed in the Presence of:

Witness

Printed Name

Witness

Printed Name

BY:

Signature

Title

Printed Name

Printed Address

City/State/Zip

HG TAMPA JV

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