

EIGHTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT FOR FOOD AND BEVERAGE BETWEEN JACKSONVILLE AVIATION AUTHORITY AND HOST INTERNATIONAL, INC.

THIS EIGHTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT (this "Eighth Amendment") is made and entered into this 15th day of NOVEMBER, 2021 ("Effective Date"), by and between **Jacksonville Aviation Authority**, a body politic and corporate existing under Chapter 2001-319, Laws of Florida (Sp. Acts June 5, 2001), as amended ("Authority"), and **Host International, Inc.**, a Delaware corporation organized under the laws of the State of Delaware and authorized to do business in the State of Florida ("Concessionaire").

WHEREAS, the Authority owns and operates Jacksonville International Airport, located in Duval County, Florida ("Airport");

WHEREAS, Concessionaire, under that certain Lease and Concession Agreement ("Agreement") between the parties dated April 1, 2007, operates the food and beverage concession at the Airport;

WHEREAS, the parties amended the Agreement with the First Amendment dated November 14, 2007, in part, to account for the reimbursement expenses for construction of replacement offices;

WHEREAS, the parties amended the Agreement with the Second Amendment dated May 28, 2009, in part, to replace Exhibit A-1, delete Exhibit A-2 and add Additional Premises;

WHEREAS, the parties amended the Agreement with the Third Amendment dated November 20, 2009, in part, to replace Exhibit A-1, clarify language related to the Exhibits and open/close dates of Assigned Areas, and amend the size and location of storage spaces as related to Additional Premises and Rental payments. The Third Amendment also authorized the reimbursement to Concessionaire for the closures of two locations on Concourse B;

WHEREAS, the parties amended the Agreement with the Fourth Amendment dated June 25, 2010, in part, to reflect changes to the annual audit requirements;

WHEREAS, the parties amended the Agreement with the Fifth Amendment dated September 22, 2010, in part, to reflect changes to the pre-security food court Assigned Areas;

WHEREAS, the parties amended the Agreement with the Sixth Amendment dated April 21, 2011, in part, to reflect the addition of Ciao to the post-security Concourse A Assigned Areas;

WHEREAS, the parties amended the Agreement with the Seventh Amendment, dated November 12, 2012, to close Cinnabon pre-security and replace Budweiser Stadium Club on Concourse A with Shula's Bar and Grill;

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein to modify the Premises to redevelop certain Assigned Areas in preparation of Authority's terminal expansion projects, to modify rent obligations in consideration of the reduced Premises, and to extend the term of the Agreement to March 31, 2023.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. **Exhibit A-1** dated November 12, 2012 of the Agreement is hereby deleted in its entirety and replaced by **Exhibit A-1** dated October 1, 2021 attached hereto and made a part hereof to this Eighth Amendment. Exhibit A-1 dated October 1, 2021 reflects the updated concepts and locations of the Assigned Areas after the Midterm Refurbishment.
3. The following paragraph is hereby added to Subsection 2.02, Term:
 - a. Extended Term. The Extended Term of this Agreement shall commence April 1, 2022 and terminate midnight on March 31, 2023 ("Extended Term"). Upon commencement of the Extended Term, the word "Term" shall also mean "Extended Term" as defined herein. During the Extended Term, all other provisions, including rent, fees and charges, remain in place until such time that Authority gives notice to Concessionaire to surrender certain Assigned Areas pursuant to Article 31, Surrender of Assigned Areas.
4. The following paragraphs are hereby added to Section 5.02, Minimum Annual Guarantee:
 - a. Suspended MAG. Beginning April 1, 2020 through September 30, 2021, Authority suspended Minimum Annual Guarantee ("MAG") obligations for its in-terminal concession tenants as a result of a severe decline of enplaning traffic during the Covid-19 pandemic.
 - b. MAG remaining in Contract Year 15. For the six-month period beginning October 1, 2021 through March 31, 2022, Concessionaire shall pay MAG equal to \$750,000.00 in six monthly installments in the amount of \$125,000.00 per month.
 - c. MAG during Extended Term. The MAG for Contract Year 16 beginning April 1, 2022 through March 31, 2023 shall be One Million Five Hundred Thousand Dollars (\$1,500,000).

5. Section 5.03 is hereby deleted in its entirety and replaced with the following:

5.03 Percentage Fees. The Percentage Fees to be applied to Concessionaire's Gross Revenues shall commence on the opening date of each facility and shall cease on the closing date of each facility. The Percentage Fees are as follows:

<u>Pre-Security Assigned Premises</u>	<u>Percentage Fees</u>
Burger King	11%
Great American Bagel	12%
Sam Snead's Tavern	12%
Pre-Security Starbucks	12%

<u>Central Concourse Assigned Premises</u>	<u>Percentage Fees</u>
Auntie Anne's	12%
Chili's Too	12%
Firehouse Subs	12%
Sbarro Pizza	11%
Central Concourse Starbucks	12%

<u>Concourse A Assigned Premises</u>	<u>Percentage Fees</u>
Ciao	12%
Shula's Bar & Grill	12%

<u>Concourse C Assigned Premises</u>	<u>Percentage Fees</u>
PGA TOUR Grill	12%
Concourse C Starbucks	12%

<u>Other/Misc.</u>	<u>Percentage Fees</u>
Alcoholic Beverages – all facilities, all locations	16.3%
Merchandise – all facilities, all locations	12%
Kiosks/Pop-Ups (if applicable) – all	12%

6. This Eighth Amendment shall be considered effective when signed by all parties.

7. The following paragraph is hereby added to Article 31, Surrender of Assigned Areas:

- a. Surrender of certain Assigned Areas for restaurant redevelopment. Written notice to surrender **Ciao** and **Pre-Security Starbucks** as shown on Exhibit A-1, shall be provided from Authority to Concessionaire not less than **45 days** prior to the surrender date. Concessionaire shall not be compensated, and Authority shall not be liable for any

inconvenience to Concessionaire or for any interruption of Concessionaire's business as a result of surrendering Assigned Areas.

- b. Surrender of certain Assigned Areas to expand TSA Checkpoint. Written notice to surrender the following pre-security Assigned Areas: **Burger King, Great American Bagel, Sam Sneads Tavern, Seating A, Seating B, Hallway, Pre-Security Host Storage, Office A, Office B** and **Chili's Too** as shown on Exhibit A-1, shall be provided from Authority to Concessionaire not less than **60 days** prior to the surrender date. Concessionaire shall not be compensated, and Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business as a result of surrendering Assigned Areas.
- c. Condition of Premises. Notwithstanding anything to the contrary herein, as Assigned Areas are surrendered, Concessionaire will leave the Assigned Areas broom clean and ordinary wear and tear excepted with all Leasehold Improvements in place with the exception of brand and proprietary property. Concessionaire shall remove and retain all brand and proprietary property whether or not affixed, and all Personality.
- d. Support Space. The parties acknowledge Concessionaire needs support space to operate the concession and therefore Authority will make reasonable efforts to provide some substitute support spaces for office, storage and cash room space for Concessionaire's use as such existing space is surrendered.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be executed on the day and year first written above.

AUTHORITY:

JACKSONVILLE AVIATION AUTHORITY

BY: 

Printed Name: Anthony J. Cugno

Title: COO

Date: 11/15/21

CONCESSIONAIRE:

HOST INTERNATIONAL, INC.

BY: 

Printed Name: RICHARD M. IAPICCA
Authorized Signatory

Title: _____

Date: November 11, 2021

WITNESSES FOR AUTHORITY:

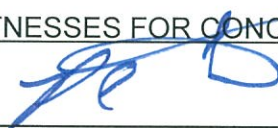

Signature

JEFF TAYLOR
Name Printed


Signature

Blake Myrregeard
Name Printed

WITNESSES FOR CONCESSIONAIRE:


Signature

Philip Fletcher
Name Printed


Signature

Joann C Bennett
Name Printed

Approved as to form for the use and reliance of the Jacksonville Aviation Authority only.

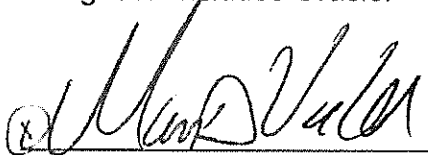


Devin J. Reed
Chief Legal Officer

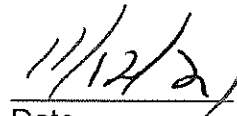


TEMPORARY DELEGATION OF AUTHORITY

In accordance with the policies and procedures established by the JAA, I, Mark VanLoh, Chief Executive Officer, hereby delegate my signing authority due to an absence from the office/town beginning at 6:00a on Monday November 15, 2021 through midnight on Wednesday November 17, 2021, to Tony Cugno, Chief Operating Officer; this delegation includes Oracle.



Mark D. VanLoh
Chief Executive Officer



Date