

**PORT TAMPA BAY
NOTICE OF PUBLIC HEARING**

Notice is hereby given of a public hearing to be held at 11:00 a.m., November 4, 2021, before the Tampa Port Authority, d/b/a Port Tampa Bay at its offices located at 1101 Channelside Drive, Tampa, Florida 33602, to hear public comments regarding the following:

LOGISTEC GULF COAST, LLC – AMENDMENT TO LEASE

Additional information is available online at www.tampaport.com. All written comments and objections directed toward the foregoing matter should be filed with Port Tampa Bay, Real Estate Department, at 1101 Channelside Drive, Tampa, Florida 33602 by 12:00 noon on November 3, 2021. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodation to participate in this hearing should call (813) 905-5031 or fax (813) 905-5029 not later than 48 hours prior to the hearing.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE PORT TAMPA BAY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH A PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

To be published Wednesday, October 13, 2021
In the Tampa Bay Times

**BACKGROUND INFORMATION FOR PUBLIC HEARING
NOVEMBER 4, 2021 AT 11:00 A.M.**

LOGISTEC GULF COAST, LLC – AMENDMENT TO LEASE

Logistec Gulf Coast, LLC (**Logistec**) is a stevedore and terminal operator for dry bulk products with operations throughout the Gulf of Mexico. Logistec leases approximately 20.08 acres of land located at Berth 300 on Port Redwing (**Premises**). Logistec desires to lease an additional 8.5 acres of land (**Additional Premises**) adjacent to their Premises. Therefore, the Premises would increase to approximately 28.58 acres. Port Tampa Bay (**PTB**) and Logistec have agreed to the following terms

Additional

Premises: The Additional Premises would be approximately 8.5 additional acres of land as outlined in Exhibit “A.”

Premises: The total Premises would be approximately 28.58 acres of land.

Use: The Premises would be used solely for the handling of existing approved commodities.

Term: The Amendment Term would go concurrently with the existing Terms and Options set forth in the Logistec Gulf Coast Amended, Consolidated and Restated Ground Lease.

Rent: The Amended Rent as of March 1, 2022 through February 28, 2023 would be \$599,768.43. The Amended Rent as of March 1, 2023 would be \$704,536.85. The amended rent for the next lease year would subsequently be adjusted by the CPI each lease-year thereafter.

Annual Tonnage Incentive Wharfage Rate Threshold (Threshold) and Minimum Financial Guarantee (MFG):

The Amended MFG as of March 1, 2022 would be \$2,472,861.72. The amended MFG would subsequently be adjusted by the CPI rental increase each lease year thereafter commencing March 1, 2023. The Wharfage Rate Threshold would adjust to 2,399,204 tons as of March 1, 2022. (All Permitted Commodities Combined).

Incentive Tariff Rate:

In any single leasehold year, when the Annual Tonnage Incentive Wharfage Rate Threshold and the Minimum Financial Guarantee have been met, all tariff wharfage and dockage rates for the remaining leasehold year would be 50% of the then published tariff wharfage and dockage rates. The total dollar amount of any subsequent incentive funds would be applied in the subsequent lease year as a rent credit.

Environmental Conditions:

Logistec would take the Premises "AS-IS" in all respects. All appropriate environmental restrictions would be applied to the Amendment, including, without limitation, odor and emissions control as required in the vicinity of the Premises.

Improvements:

Logistec would be responsible for all improvements to the Premises and agrees to take the Premises and all existing improvements "AS-IS", "WHERE-IS" and Logistec acknowledges that PTB disclaims and makes no representations or warranties, express or implied, including, without limitation, suitability or fitness for a particular purpose or otherwise. In addition, Logistec would have the right to construct other improvements, subject to prior review and acceptance by PTB.

Other: Logistec would be responsible for all utilities, real estate taxes, site improvements, insurance, maintenance of the Premises, and compliance with all seaport security laws and regulations, environmental laws and regulations and all other applicable regulations and laws.

Exhibit "A"
Depiction of "Additional Acreage"

