

**AMENDMENT NO. 2**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
COMMERCIAL LIGHTING ELECTRICAL, INC.**

**TO**

**PURCHASING CONTRACT 09-18**

**THIS AMENDMENT NO. 2** made and entered into as of the 18<sup>th</sup> day of August, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** with offices located at One Jeff Fuqua Blvd., Orlando, FL 32827 (hereinafter referred to as "Authority") and **COMMERCIAL LIGHTING & ELECTRICAL, INC.** (hereinafter referred to as "New Contractor"), and **COMMERCIAL LIGHTING ENTERPRISES, INC.** (hereinafter referred to as "Original Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated February 1, 2018, and as amended by Amendment No. 1 dated October 26, 2020 the Original Contractor agreed to provide Neon/Cold Cathode, Theater, L.E.D. Lighting, and Controls Repair or Replacement Services at Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the Original Contractor desires to assign the Contract to the New Contractor; and

**WHEREAS**, the assignment requires the Authority's prior written consent which Authority is willing to give on the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Effective Date.** The effective date of this Amendment shall be May 14, 2021.
2. **Consent to Assignment of Contract.** The Authority consents to the assignment of the Contract by the Original Contractor to the New Contractor, which agrees to be bound by the terms and conditions of the Contract and agrees and covenants unto Authority to perform all obligations of the Original Contractor for Neon/Cold Cathode, Theater, L.E.D. Lighting, and Controls Repair or Replacement Services as established by the Contract. All references in the Contract to the "Contractor" shall be deemed references to Commercial Lighting & Electrical, Inc.
3. **Suit/Proceedings.** The Assignee agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Assignee waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Assignee agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. **Public Entity Crimes Act.** The Assignee acknowledges the following notice: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

5. **Whistle Blower Reporting Line.** The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

6. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

ATTEST:

Haie Musselwhite  
Assistant Secretary

Approved as to Form and Legality  
this 10 day of August, 2021  
Nelson Mullins Riley & Scarborough, LLP  
By [Signature]  
Greater Orlando Aviation Authority

ATTEST:

Mohamed Elsroug  
Secretary

[CORPORATE SEAL]

Morgan Wright  
Secretary

[CORPORATE SEAL]

" AUTHORITY "

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown  
Chief Executive Officer  
Aug 16 2021 9:31 AM

By: [Signature]  
Chief Executive Officer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

" NEW CONTRACTOR "

COMMERCIAL LIGHTING & ELECTRICAL, INC.

By: [Signature]

Print Name: Nagy Elsroug

Title: President

Date: 7/21/21

" ORIGINAL CONTRACTOR "

COMMERCIAL LIGHTING ENTERPRISES, INC.

By: [Signature]

Print Name: LaChelle Wright

Title: President

Date: 7/21/21

**ASSIGNMENT**

THIS ASSIGNMENT (this "Assignment") is made as of the 18<sup>th</sup> day of August, 2021, by and between **COMMERCIAL LIGHTING ENTERPRISES, INC.** (the "Original Contractor"), and **COMMERCIAL LIGHTING & ELECTRICAL, INC.** (the "New Contractor").

In consideration of the sum of Ten Dollars and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Original Contractor hereby assigns, transfers, conveys and delegates to the New Contractor, and the New Contractor hereby accepts from the Original Contractor, all of the Original Contractor right, title, interest, duties and obligations in, to and under the following Contract: **09-18, Neon/Cold Cathode, Theater, L.E.D. Lighting, and Controls Repair or Replacement Services** (the "Contract") and all claims, rights, benefits and privileges, if any, that Original Contractor may have or to which Original Contractor may be entitled under or by virtue of the Contract.
  
2. The New Contractor hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by the Original Contractor under the Agreement.

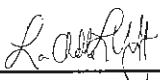
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.


**ORIGINAL CONTRACTOR:**

**NEW CONTRACTOR:**

**COMMERCIAL LIGHTING ENTERPRISES, INC.**

**COMMERCIAL LIGHTING & ELECTRICAL, INC.**

By: 

By: 

Name: LaChelle Wright

Name: Nagy Elsrougy

Title: President

Title: President