

**SECOND AMENDMENT TO THE AGREEMENT OF LEASE
BETWEEN BROWARD COUNTY AND NORTH PERRY AVIATION**

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and North Perry Aviation, Inc., a Florida corporation ("Lessee") (collectively, the "Parties"), is effective on the date this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. County and Lessee entered into an Agreement of Lease, dated August 14, 2018, with respect to Premises at North Perry Airport, which was amended by a First Amendment dated August 27, 2019 (as amended, the "Agreement").

B. Lessee is required under the Agreement to complete specified Improvements and expend a Minimum Capital Expenditure in the amount of Two Hundred Thousand Dollars (\$200,000.00) by the Completion Date of August 31, 2021.

C. Lessee has advised that COVID-19 has impacted the availability of both labor and materials that are necessary to complete the Improvements and expend the Minimum Capital Expenditure by August 31, 2021, and has requested an extension of the Completion Date. County is willing to extend the Completion Date for an additional two years.

D. The Parties also desire to clarify the last day of the Lease Year, which was misstated in the First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are true and correct and incorporated herein. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

2. Amendments to the Agreement made by this Second Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions. Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meaning given to such terms in the Agreement.

3. Article 3 of the Agreement is hereby amended to read as follows:

Term. The Term of this Agreement shall commence on the Effective Date and shall end on ~~September 30, 2028~~ **August 31, 2028, which is** the last day of the tenth (10th) Lease Year, unless terminated earlier as provided in this Agreement (the "Termination Date"). Notwithstanding the foregoing, in the event Lessee fails to expend the Minimum Capital Expenditure by the Completion Date, the Agreement shall terminate on ~~September 30, 2024~~ **August 31, 2024, which is** the last day of the sixth (6th) Lease Year.

4. Article 6 of the Agreement is hereby amended to read as follows:

6.1 Improvements. Lessee shall construct and complete the following Improvements pursuant to the Approved Plans no later than **August 31, 2023, which is** the last day of the ~~third~~ **fifth** (~~3rd~~) (**5th**) Lease Year ("Completion Date"):

...

5. Article 32 of the Agreement is amended to add new Sections 32.10 and 32.11 as follows (bold underlining is omitted):

32.10 Verification of Employment Eligibility. Lessee represents that Lessee and each Sublessee have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Lessee violates this section, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

32.11 Prohibited Telecommunications Equipment. Lessee represents and certifies that Lessee and each Sublessee do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Lessee represents and certifies that Lessee and each Sublessee shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

6. Lessee acknowledges that through the date this Second Amendment is executed by Lessee, Lessee has no claims against the County with respect to any of the matters covered by the Agreement, as amended, and Lessee has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended.

7. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

8. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

11. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement or this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2021, and North Perry Aviation, Inc., signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Sharon V.
By Thorsen  Digitally signed by Sharon V. Thorsen
Date: 2021.08.25 09:07:59 -04'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
NP Aviation – 2nd Amend.
8/22/21
80071.0038

**SECOND AMENDMENT TO THE AGREEMENT OF LEASE
BETWEEN BROWARD COUNTY AND NORTH PERRY AVIATION, INC.**

LESSEE

ATTEST:

NORTH PERRY AVIATION, INC.

Jay A Roberts
Secretary

By: Dale Alan Bruschi

Print Name: DALE ALAN BRUSCHI

Title: President - North Perry Aviation, Inc.

(CORPORATE SEAL)

23 day of August 2021

WITNESSES.

Cindy Bruschi
Signature:

Cindy BRUSCHI
Print Name:

Im R
Signature:

Tanja Rosenbach
Print Name: