

**FIRST AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND THE CAROLINA GROUP, INC.**

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

RECITALS

A. County and Lessee entered into an Agreement of Lease between Broward County and The Carolina Group, Inc., dated August 22, 2017, with respect to certain Premises at the Airport (hereinafter defined) ("Agreement").

B. The use of the Premises is limited to the operation and maintenance of an Aircraft Fuel Farm Facility and the Agreement requires Lessee to remove the Aircraft Fuel Farm Facility from the Premises upon the expiration or any termination of the Agreement. The Agreement expires on May 31, 2022.

C. The Parties desire to amend the Agreement to provide a process to permit the Aircraft Fuel Farm Facility to remain on the Premises after May 31, 2022.

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

3. County, in the sole discretion of the Director of Aviation, may determine that the Aircraft Fuel Farm Facility may remain on the Premises after the Termination Date. If the Director of Aviation determines in writing that the Aircraft Fuel Farm Facility may remain on the Premises, then, prior to the Termination Date, the Director of Aviation shall provide written notice to Lessee informing Lessee that the Aircraft Fuel Farm Facility shall remain on the Premises and that Lessee shall not be required to remove the Fuel Farm upon surrender of the Premises ("Fuel Farm Notice").

4. If the Fuel Farm Notice is provided to Lessee, the Agreement shall be automatically amended as follows upon the date of the Fuel Farm Notice:

- a. Section 6.17 shall be deleted in its entirety;

- b. All requirements in Sections 21.1 and 23.1 requiring the removal of the Aircraft Fuel Farm Facility shall be deleted; and
- c. The Jet A fuel, AV gas, and diesel fuel properly contained within the Aircraft Fuel Farm Facility tanks and pipes may remain in the Aircraft Fuel Farm Facility; and
- d. Sections 6.9 and Section 23.1(c)(i) shall be amended to read as follows:

6.9 Ownership of Leasehold Improvements. All fixtures, structures, facilities, hangars, pavements, **the Aircraft Fuel Farm Facility**, and other leasehold improvements and any additions and alterations made to the Premises (except trade fixtures, equipment, and personalty that are not permanently affixed to the Premises ~~and the Aircraft Fuel Farm Facility and its appurtenances constructed on the Premises~~) shall revert to County and be surrendered with and remain on the Premises at the end of the Term. Any addition, fixture, or other Improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises and is not readily removable as a trade fixture or item of equipment, is a leasehold Improvement. If the removal of any personalty, trade fixtures, or equipment causes damage to the Premises, then Lessee shall repair such damage and restore the Premises to its original condition before the damage occurred.

...

23.1 Right to Remove Inventory and Other Personalty. Lessee may, at any time during the letting, remove its inventories, trade fixtures, and other personal property from the Premises, subject to any lien County may have for unpaid fees, charges, or other amounts. Lessee shall immediately repair any damage to the Premises caused by its removal of any personal property or trade fixtures and shall keep the Premises in the condition under Article 11.

...

- c. After fourteen (14) days following the termination or expiration of this Agreement, at County's option the following shall occur with respect to any property left at the Premises:

...

- (i) ~~Except for the Aircraft Fuel Farm Facility~~ **a**All inventories, trade fixtures, and other personal property that remains at the Premises following the expiration or termination of this Agreement will vest in County, at no cost to County; or

...

5. Article 36 of the Agreement is amended to add new Sections 36.17 and 36.18 as follows (underlining omitted):

36.17 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.

36.18 Prohibited Telecommunications Equipment. Lessee represents and certifies that Lessee and its Sublessees 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 its Sublessees 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 First 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.

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

8. Preparation of this First 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 First 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. 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 First 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 20__, and LESSEE, signing by and through its authorized representative.

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

By: _____ (Date)
Sharon V. Thorsen
Senior Assistant County Attorney


SVT/ch
The Carolina Group, Inc. 1st Amendment
04.19.22
80071.0108

FIRST AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND THE CAROLINA GROUP, INC.

LESSEE

WITNESSES:

THE CAROLINA GROUP, INC.



Signature

Shane Kelley


Print Name of Witness above



Signature

Ashley Kelley

Print Name of Witness above

By: 

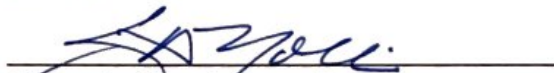
Authorized Signor

SAMUEL A. Robbin, CEO

Print Name and Title

2 day of MAY, 2022

ATTEST:



Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)