

**SECOND AMENDMENT TO THE SIGNATORY TERMINAL BUILDING LEASE
AGREEMENT BETWEEN BROWARD COUNTY AND SILVER AIRWAYS LLC**

This Second Amendment (“Second Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and Silver Airways LLC, a Delaware limited liability company authorized to transact business in the State of Florida (“Airline”) (collectively, the “Parties”), is effective as of the date this Second Amendment is fully executed by the Parties (“Second Amendment Effective Date”).

RECITALS

A. Broward County and Silver Airways Corp. entered into a Signatory Terminal Building Lease Agreement, dated January 13, 2015 (“Original Agreement”), with respect to certain premises located at the Fort Lauderdale-Hollywood International Airport.

B. On August 11, 2016, County consented to a change in the ownership of Silver Airways Corp., which resulted in Silver Airways LLC becoming the lessee under the Original Agreement.

C. The Original Agreement was amended by a First Amendment, dated September 20, 2016. The Original Agreement, as amended by the First Amendment, is referred to herein as the “Agreement.”

D. The Parties desire to further amend the Agreement to, among other things, modify the Leased Premises (as defined in the Agreement).

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. New Sections 17.31, 17.32, and 17.33 are added to the Agreement as follows:

17.31 Verification of Employment Eligibility. Airline represents that Airline complies with the applicable requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Airline violates this section, County may exercise any applicable rights or remedies granted to it in such statute.

17.32 Prohibited Telecommunications Equipment. In connection with its operations at the Airport, Airline represents and certifies that Airline does 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. Airline represents and certifies that Airline will require all contractors and all subcontractors to

similarly represent and verify that each shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

17.33 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern.

Airline represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Airline represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Airline represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

3. If a request by Airline to add permanent space to its Leased Premises is approved in writing by the Director of Aviation, Airline and County shall execute an amendment to the Agreement setting forth, as applicable, a revised **Exhibit A** that depicts the additional permanent space, the effective date of the addition of the permanent space to the Leased Premises, and the adjusted rentals. The Director of Aviation is authorized to execute any such amendment on behalf of County.

4. Entities of Foreign Concern. By execution of this Second Amendment, the undersigned authorized representative of Airline hereby attests under penalty of perjury as follows: Airline is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Airline; and the undersigned authorized representative of Airline declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5. Anti-Human Trafficking. By execution of this Second Amendment by an authorized representative of Airline, Airline hereby attests under penalty of perjury that Airline does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Airline declares that they have read the foregoing statement and that the facts stated in it are true.

6. Effective October 1, 2023 (“Leased Premises Effective Date”), **Exhibit A-1** of the Agreement is deleted in its entirety and replaced with **Exhibit A**, attached hereto and made a part hereof. As of the Leased Premises Effective Date, every reference in the Agreement to **Exhibit A** or **Exhibit A-1** shall be deemed to refer to **Exhibit A** attached hereto, and every reference in the Agreement to “Leased Premises” shall be deemed to refer to the premises described and depicted on **Exhibit A** attached hereto.

7. Rent associated with Airline’s revised Leased Premises reflected on **Exhibit A** attached hereto shall commence and/or be due in accordance with the Agreement as of the Leased Premises Effective Date.

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

9. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, this Second Amendment shall control. The Agreement, as amended herein by this Second Amendment, 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 as amended by 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.

10. 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.

11. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Nothing contained in this Second Amendment shall constitute a waiver or release of any of Airline's obligations or responsibilities under either the Agreement or the Forbearance Agreement between County and Airline, dated April 18, 2023.

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 Airline, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
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 **Kailie Rush** Digitally signed by Kailie Rush
Date: 2024.08.05 08:54:08
-04'00'

Kailie Rush (Date)
Assistant County Attorney

By **Kailie Rush** Digitally signed by Kailie Rush
Date: 2024.08.05 08:54:26
-04'00'

Israel Fajardo (Date)
Assistant County Attorney

KR/em
Signatory TBLA – Silver 2nd Amendment
07/18/24
#11.14302.3

**SECOND AMENDMENT TO THE SIGNATORY TERMINAL BUILDING LEASE
AGREEMENT BETWEEN BROWARD COUNTY AND SILVER AIRWAYS LLC**

AIRLINE

SILVER AIRWAYS LLC

By:  _____
Authorized Signer

Steven A. Ross

Print Name and Title

24th day of July, 2024

EXHIBIT A - SILVER AIRWAYS LLC - LEASED PREMISES

- 588 square feet of ticket counter space (Type 1 space) in Terminal 1, Ticketing Level. See Page 2 of 11 of this **Exhibit A**.
- 2,393 square feet of operations space (Type 2 space) in Terminal 1, Concourse C, Ramp Level. See Page 3 of 11 of this **Exhibit A**.
- 267 square feet of baggage service office space (Type 2 space) in Terminal 1, Baggage Claim. See Page 4 of 11 of this **Exhibit A**.
- 2,419 square feet of hold room space (Type 2 space) in Terminal 1, Concourse C, for gate C-8, on a preferential basis. ¹ See Page 5 of 11 of this **Exhibit A**.
- 944 square feet of baggage make-up space (Type 3 space) in Terminal 1, on a preferential basis. See Page 6 of 11 of this **Exhibit A**.
- 2,389 square feet of useable covered space (Type 4 space) in Terminal 1, Concourse C, for gate C-8. ² See Page 7 of 11 of this **Exhibit A**.
- 68,627 square feet of total joint use space apportioned according to the formula described in Article 1.18 of the Terminal Building Lease Agreement. See Pages 8 through 11 of 11 of this **Exhibit A**.

¹ Total Holdroom Space in Concourse C = 21,769 SF (excludes concession spaces in Holdroom)
Total Number of Gates in Concourse C = 9
Average Holdroom size in Concourse C = 2,419 SF

² Total Useable Covered Space in Concourse C = 21,498 SF
Total Number of Gates in Concourse C = 9
Average amount of Useable Covered Space/Gate = 2,389 SF

EXHIBIT A

SILVER AIRWAYS LLC
TERMINAL 1 - TICKETING LEVEL.
TICKET COUNTER SPACE

588 S.F.

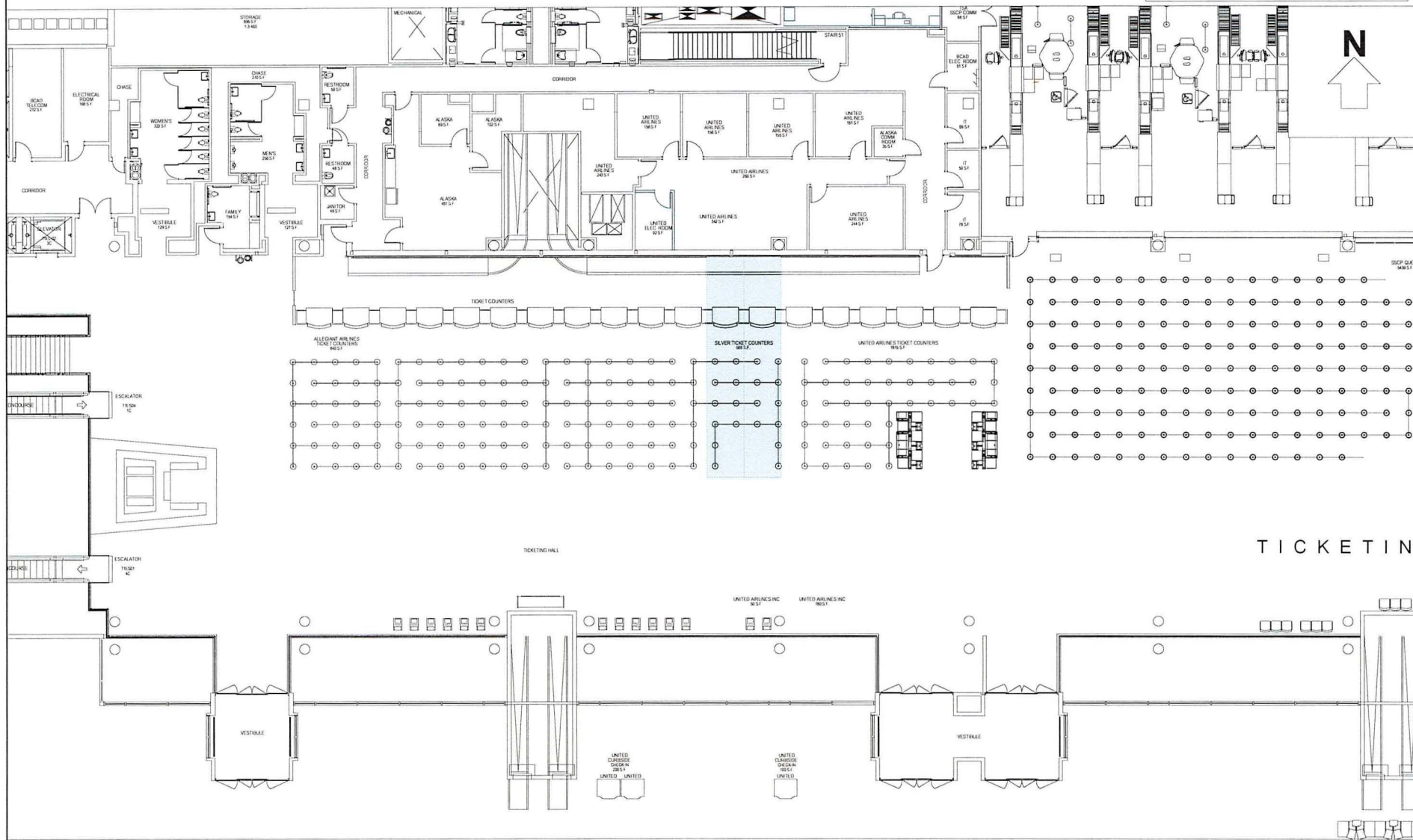
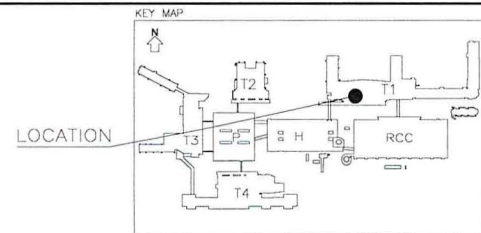


EXHIBIT A

SILVER AIRWAYS LLC

OPERATIONS SPACE
TERMINAL 1 - CONCOURSE C
RAMP LEVEL

2,393 S.F.

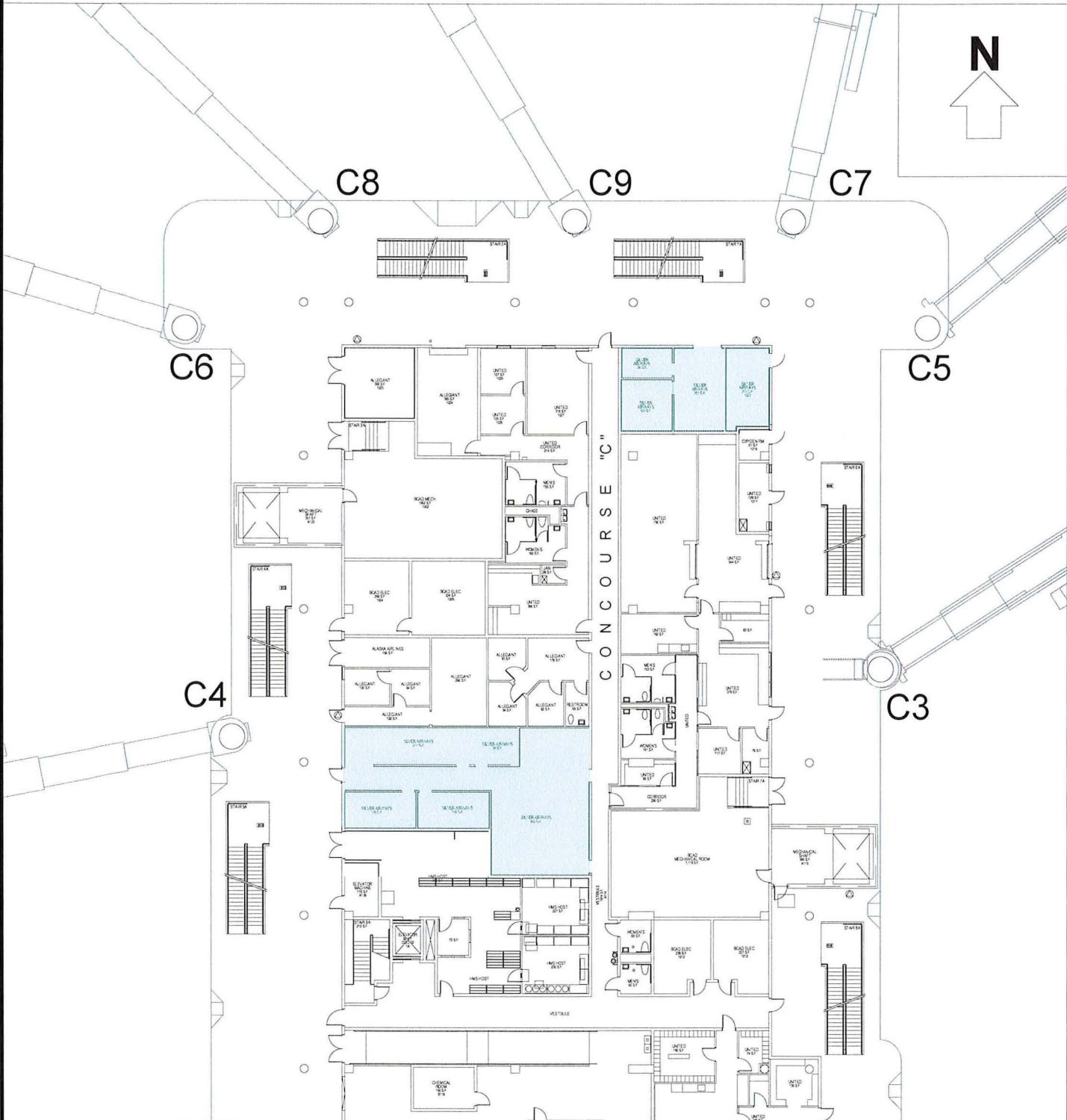
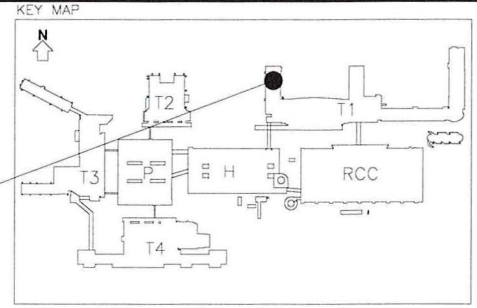


EXHIBIT A

SILVER AIRWAYS LLC

TERMINAL 1 - BAGGAGE CLAIM

BAGGAGE SERVICE OFFICE

267 S.F.

LOCATION

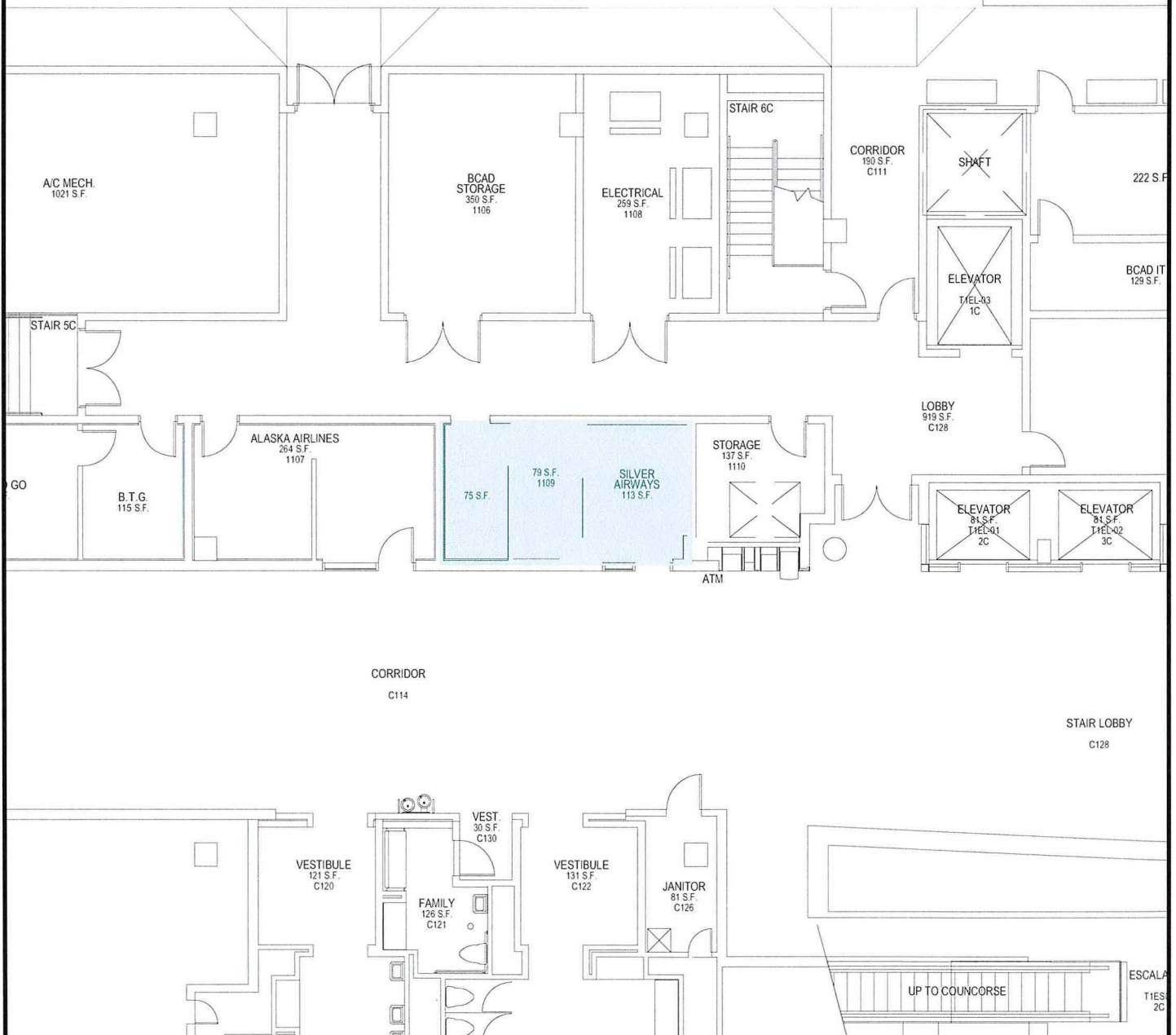
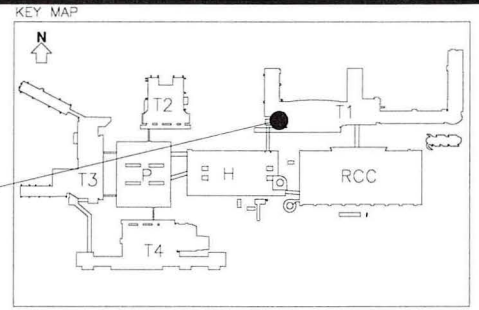


EXHIBIT A

SILVER AIRWAYS LLC

TERMINAL 1 - CONCOURSE C
PREFERENTIAL GATE C-8

HOLDROOM SPACE	2,419 S.F.
HOLDROOM SPACE TOTAL	21,769 S.F.

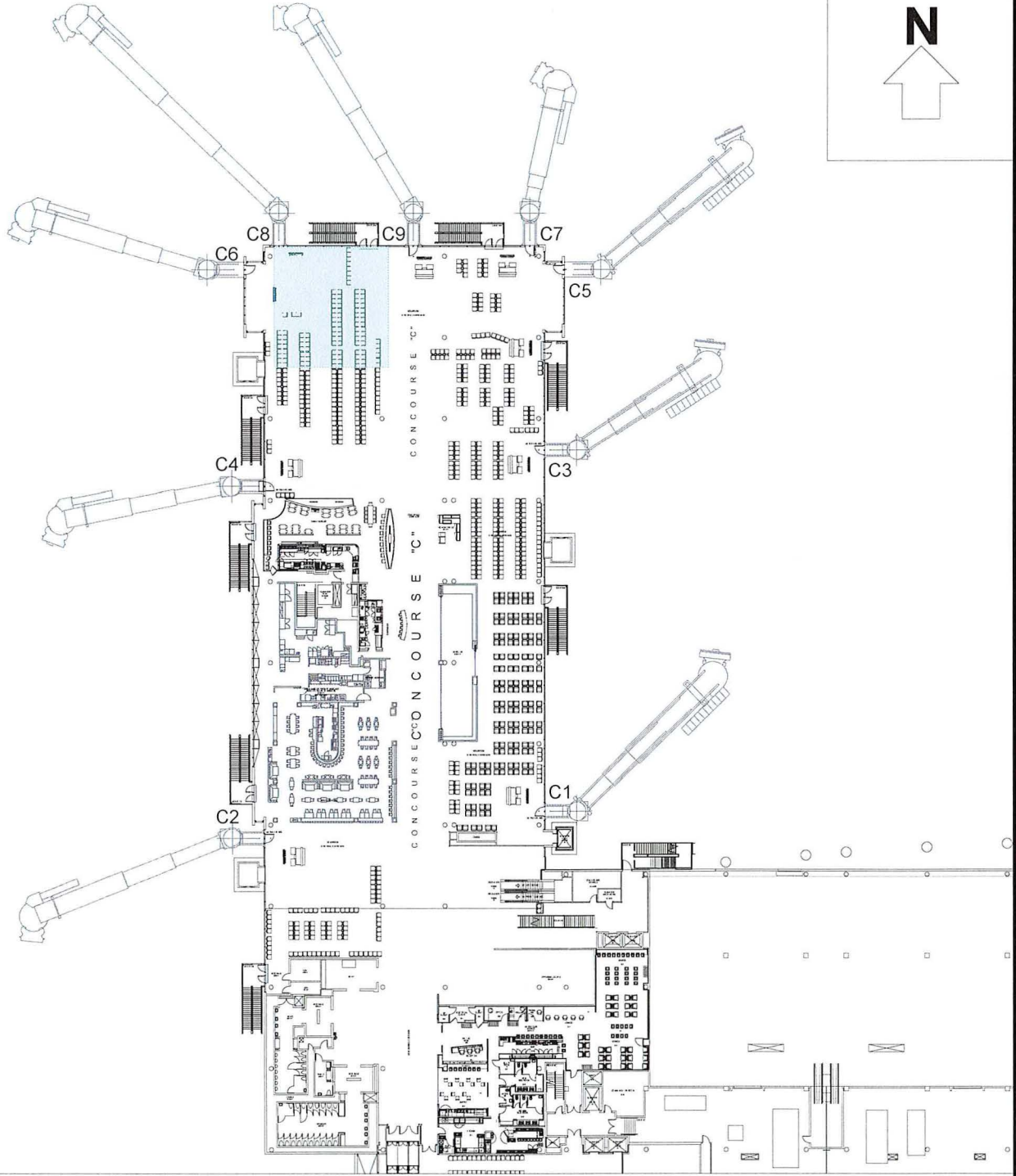
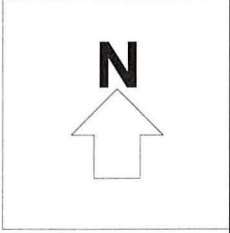
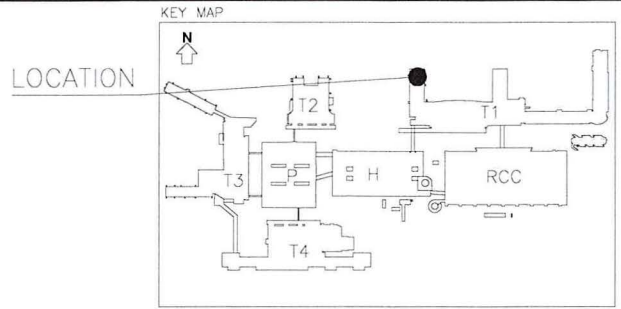


EXHIBIT A

SILVER AIRWAYS LLC

TERMINAL 1

BAGGAGE MAKE-UP SPACE

944 S.F.

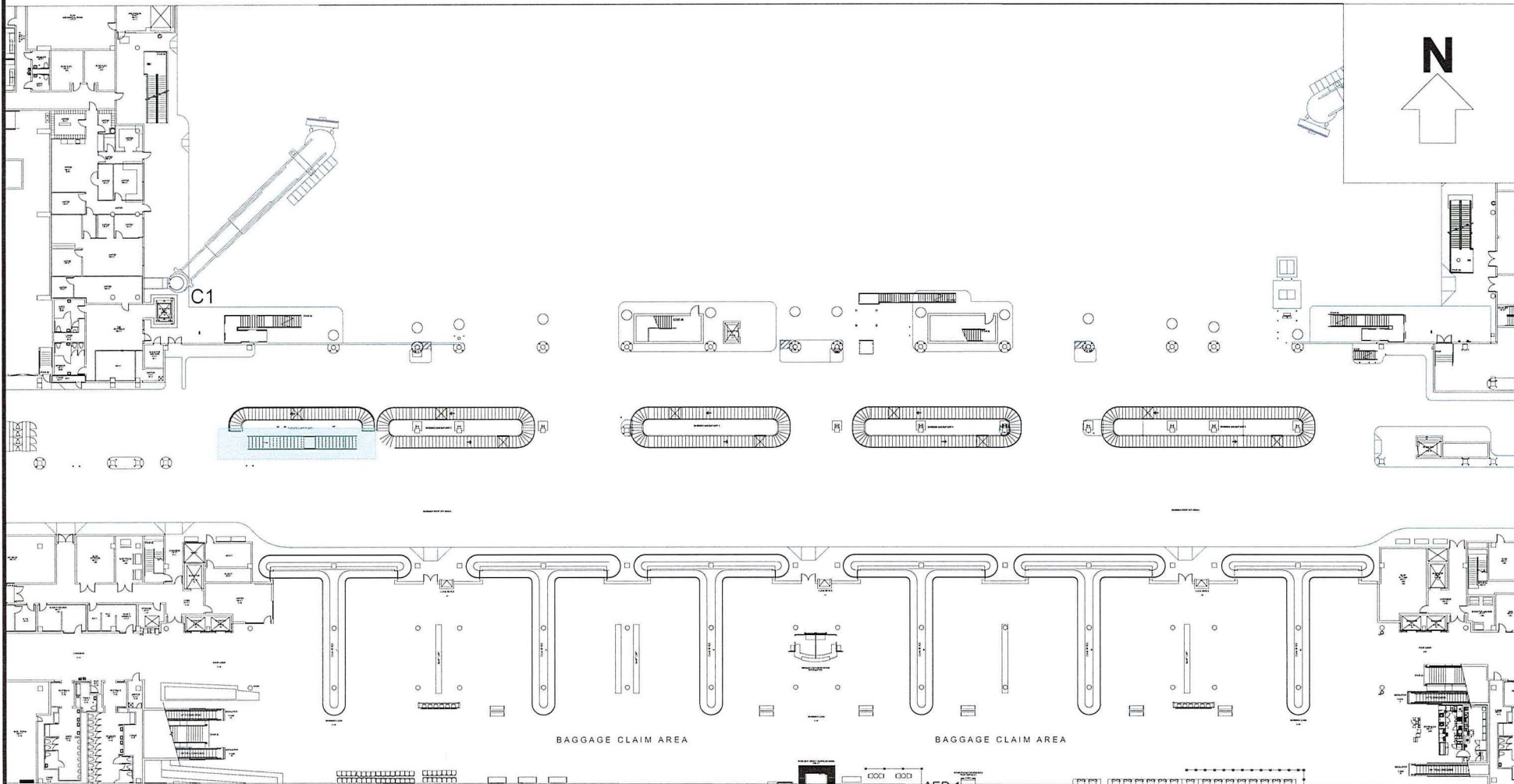
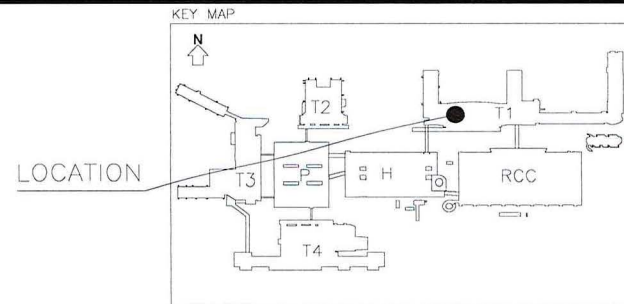


EXHIBIT A

SILVER AIRWAYS LLC

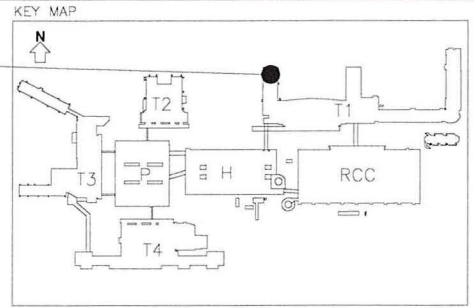
TERMINAL 1 - CONCOURSE C - RAMP LEVEL

USEABLE COVERED SPACE (GATE C8)

2,389 S.F.

TOTAL CONCOURSE C USEABLE COVERED SPACE

21,498 S.F.



LOCATION

KEY MAP

N

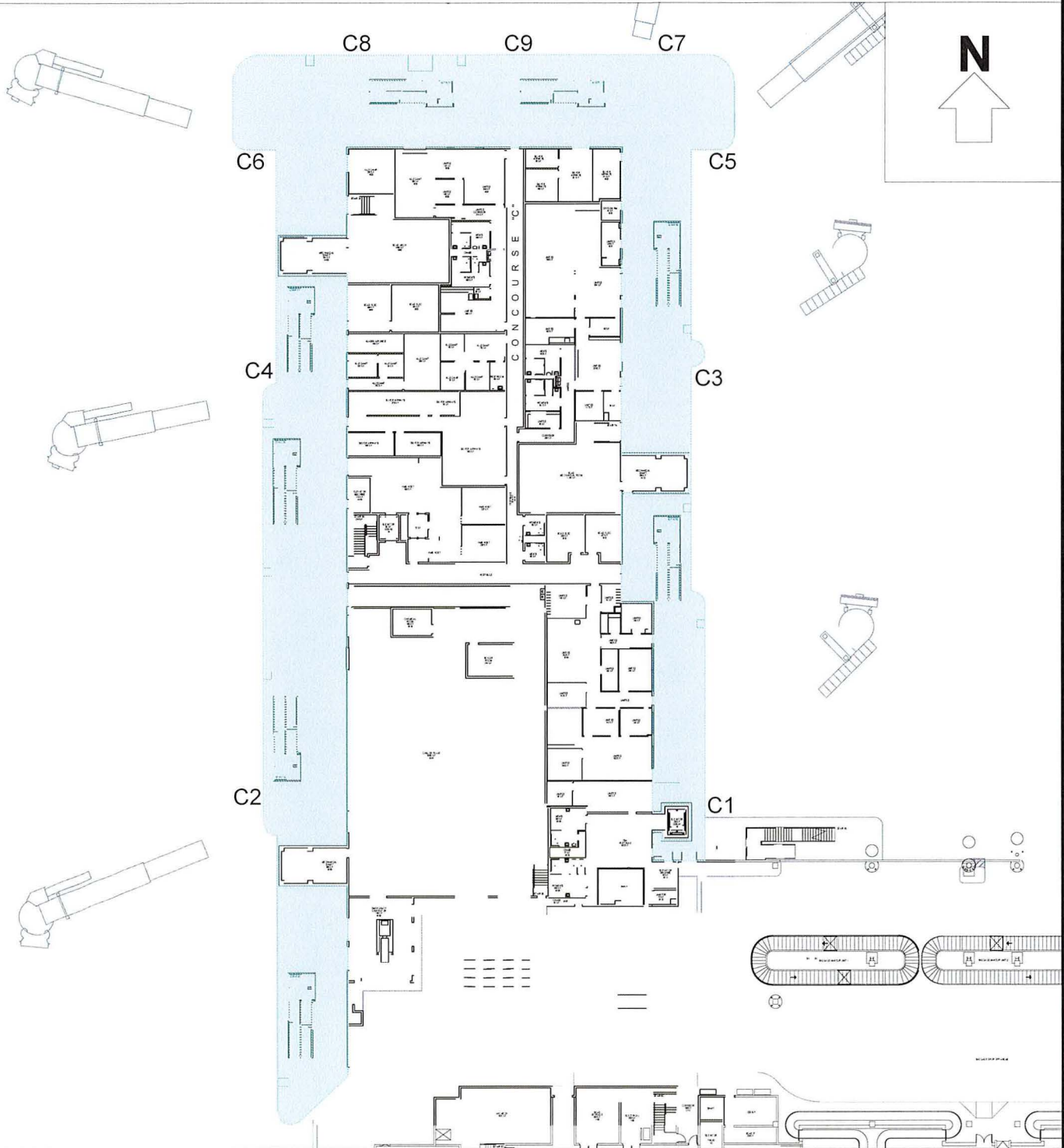


EXHIBIT A

FLL TERMINAL 1 - BAGGAGE CLAIM LEVEL
JOINT USE SPACE 29,167 S.F.

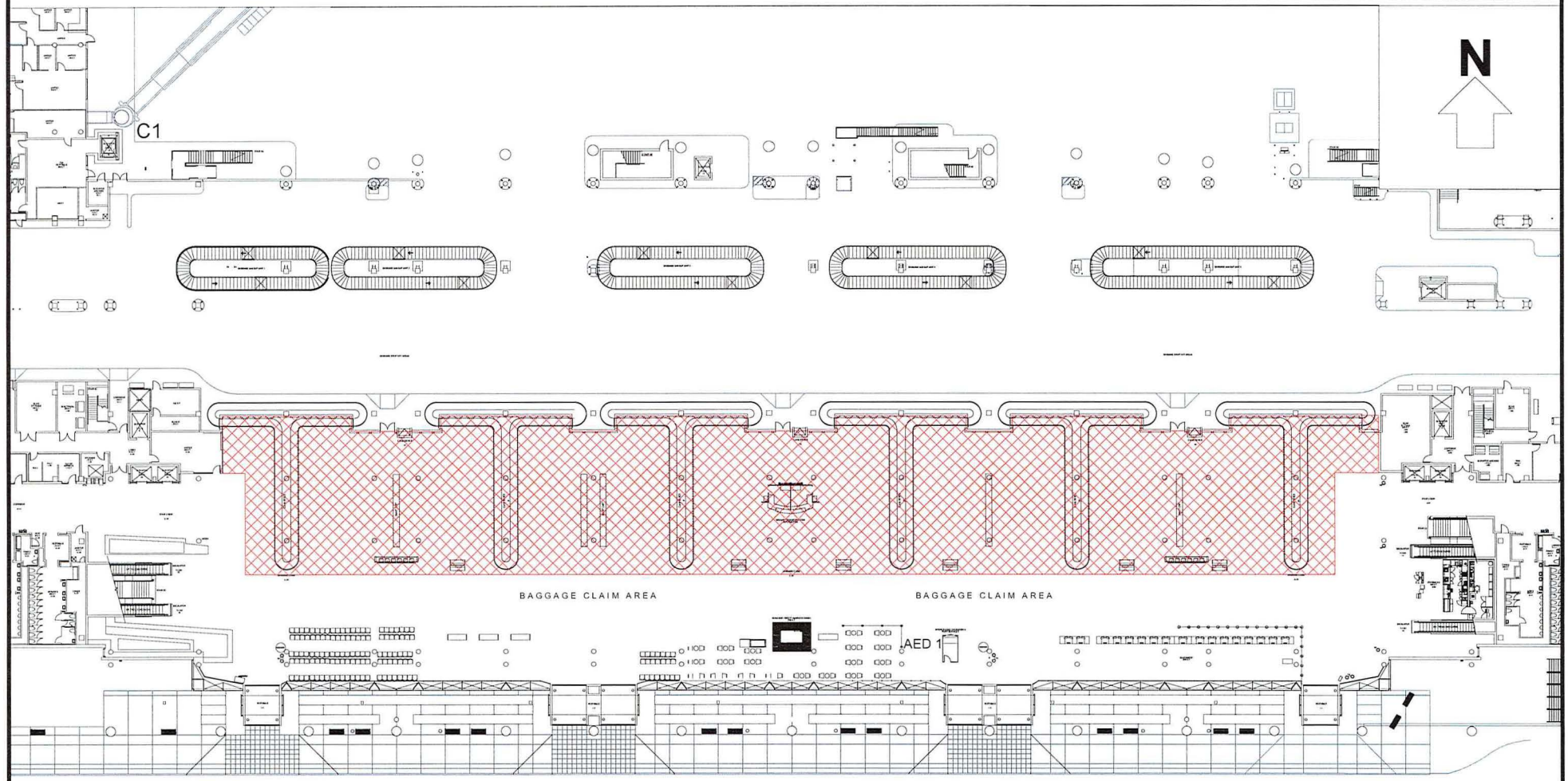
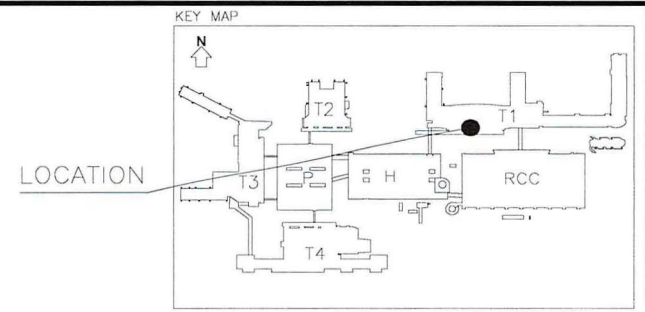


EXHIBIT A

FLL TERMINAL 2 - BAGGAGE CLAIM LEVEL
JOINT USE SPACE 13,668 S.F.

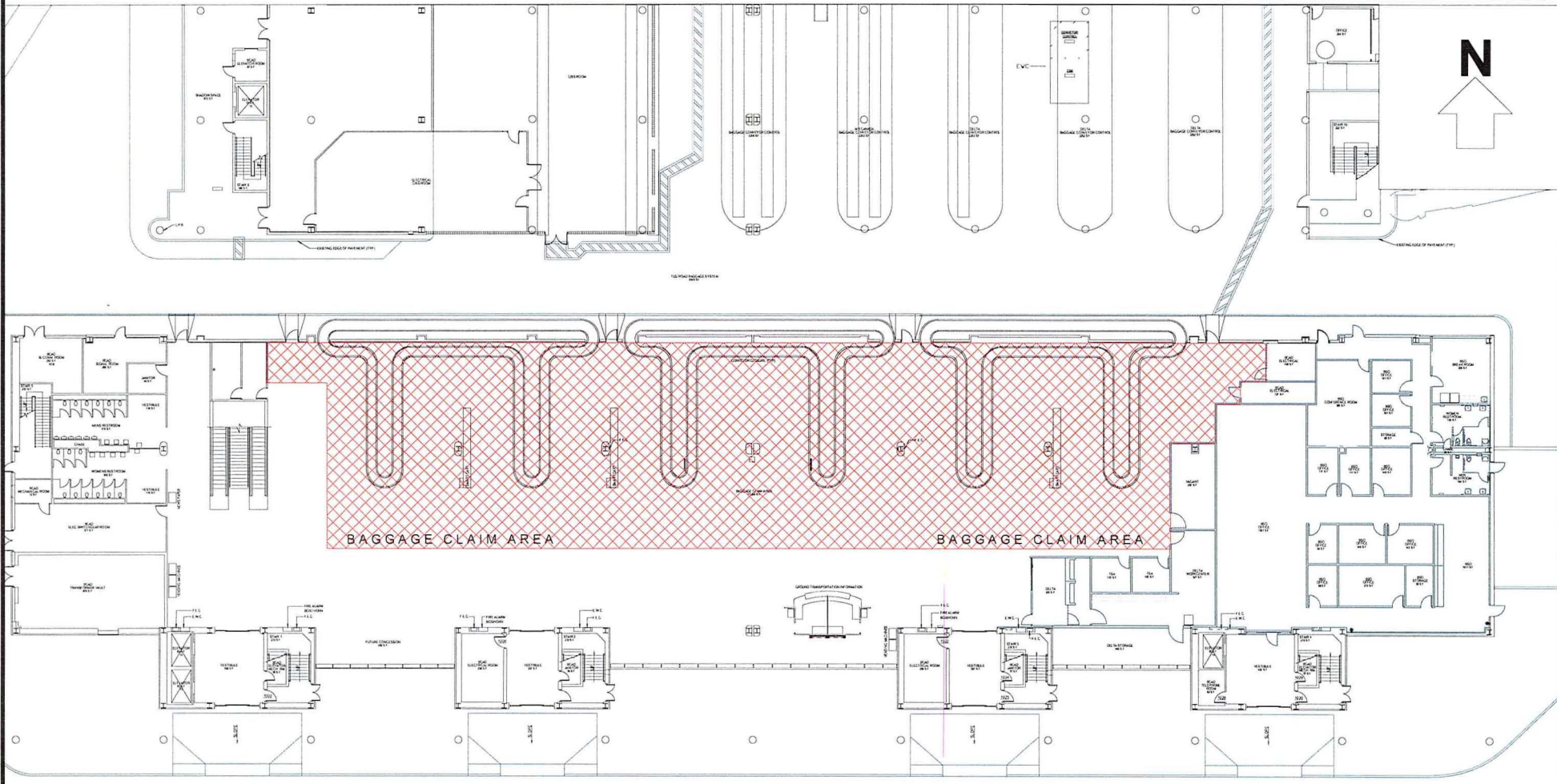
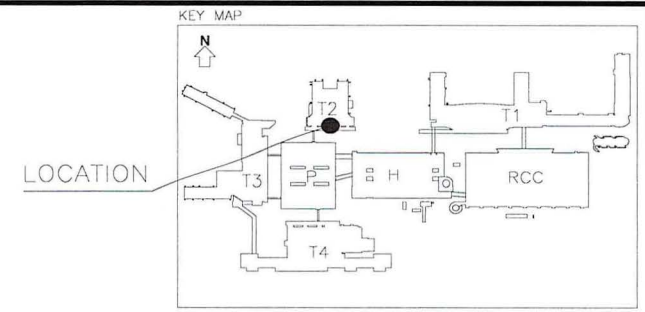


EXHIBIT A

FLL TERMINAL 3 - BAGGAGE CLAIM LEVEL
JOINT USE SPACE 18,061 S.F.

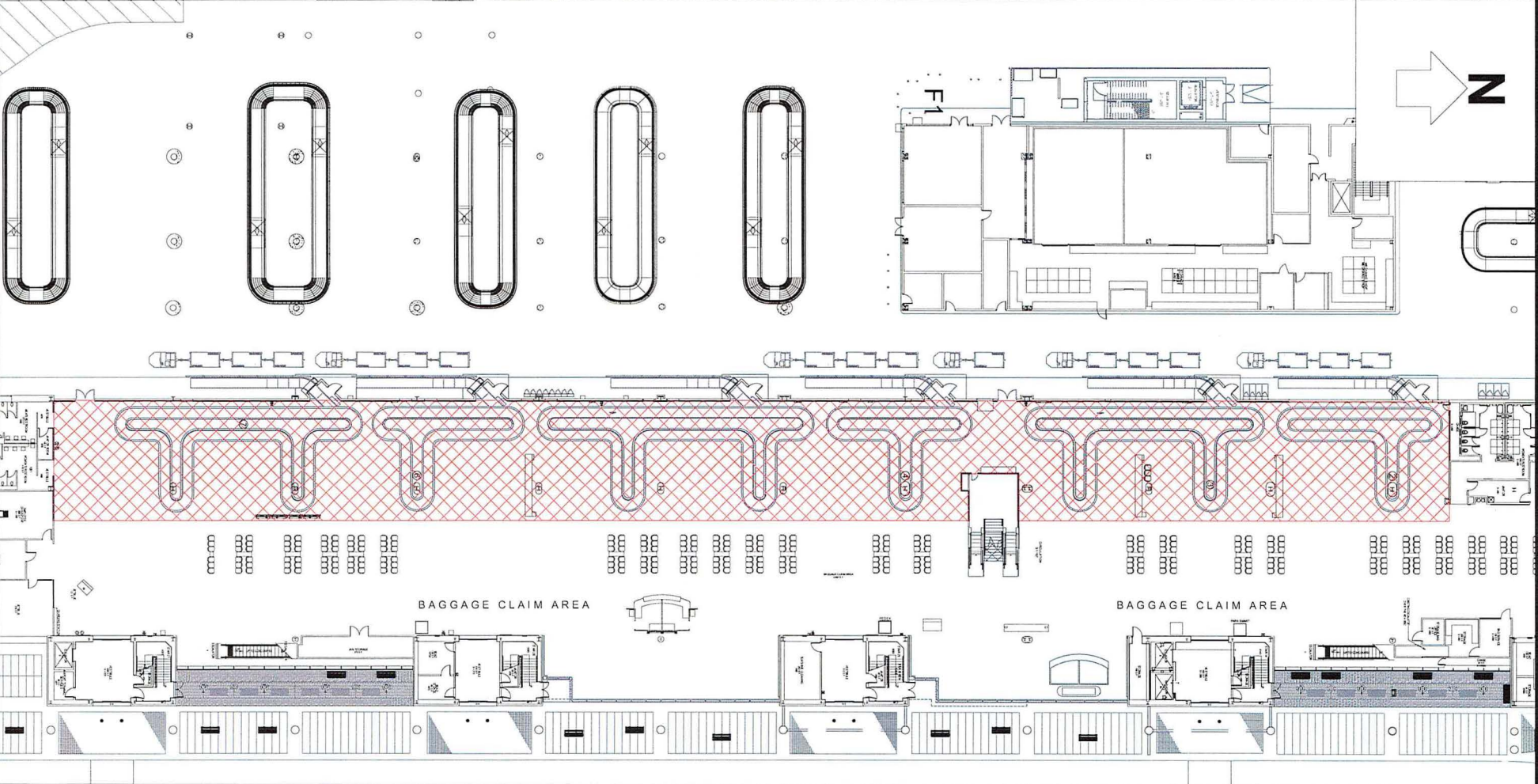
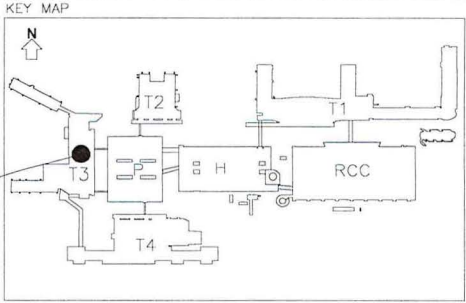


EXHIBIT A

FLL TERMINAL 4 - BAGGAGE CLAIM LEVEL
JOINT USE SPACE 7,731 S.F.

