

**FIRST AMENDMENT TO THE CARGO BUILDING LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND DELTA AIR LINES, INC.**

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Delta Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware authorized to do business in the State of Florida ("Lessee") (collectively, the "Parties"), is effective on the date this First Amendment is fully executed by the Parties.

RECITALS

A. County and Lessee entered into a Cargo Building Lease Agreement between Broward County and Delta Air Lines, Inc. ("Agreement"), effective on December 5, 2017, with respect to certain premises at Fort Lauderdale-Hollywood International Airport.

B. The Parties desire to amend the Agreement to extend the term of the Agreement by five (5) years, add verification of employment eligibility and prohibited telecommunications equipment sections to the Agreement, and update the nondiscrimination requirements.

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 are incorporated herein by reference. 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 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. Article 3 of the Agreement is amended as follows:

The Term of this Lease shall commence on the Commencement Date, and this Lease shall terminate on the last day of the ~~fifth (5th)~~ **tenth (10th)** Lease Year ("Termination Date"), unless sooner terminated as provided herein or unless the parties agree otherwise. At any time either party may terminate this Lease (with or without cause) by giving the other party at least ninety (90) days prior written notice to that effect. In the event any such notice of termination is given, the Termination Date of this Lease shall be the later to occur of: (i) ninety (90) days following the giving of notice; or (ii) the date set forth in such notice of termination.

4. Article 31 of the Agreement is amended to add Sections 31.41 and 31.42 (bold underlined omitted) as follows:

31.41 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.

31.42 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.

5. **Exhibit E** of the Agreement is hereby replaced in its entirety with the revised **Exhibit E** attached hereto and made a part of the Agreement. As of the date of complete execution of this First Amendment, every reference in the Agreement to **Exhibit E** shall be deemed to refer to the revised **Exhibit E** attached hereto.

6. Lessee acknowledges that through the date this First Amendment is executed by Lessee, Lessee has no claims against County with respect to any of the matters covered by the Agreement, 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. This Agreement, including as amended herein by this First 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, including as amended in 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.

9. 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.

10. This First Amendment may be executed in multiple originals, whether signed physically or electronically, 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.

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 _____, 2022, and DELTA AIR LINES, INC., signing by and through its _____, 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

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

Digitally signed by Sharon V. Thorsen
Date: 2022.10.27 13:04:54 -04'00'

SVT/ch
First Amendment to Delta Cargo
08/24/22
80071.0071

FIRST AMENDMENT TO THE CARGO BUILDING LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND DELTA AIR LINES, INC.

LESSEE

DELTA AIR LINES, INC.

By: Melissa White
Authorized Signer

Melissa White MD-CRE
Print Name and Title

24th day of OCTOBER, 2022

WITNESS:

[Signature]
Witness

Kirk Milson
Print Name:

[Signature]
Witness

Patricia Mcclay
Print Name:

(CORPORATE SEAL)

EXHIBIT E - NONDISCRIMINATION REQUIREMENTS

I. During the performance of this Agreement, Lessee shall comply, and ensure its personal representatives, sublessees, assigns and successors in interest comply, with the following provisions and agrees as follows:

(a) Compliance With Regulations. Lessee shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. Lessee shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of contractors or subcontractors, including procurement of materials and leases of equipment. Lessee shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by Lessee for work to be performed hereunder, including procurement of materials or leases of equipment, each potential contractor, subcontractor or supplier shall be notified by Lessee of Lessee's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

(d) Information and Reports. Lessee shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish this information, Lessee shall so certify to County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of Lessee's noncompliance with the nondiscrimination provisions of this contract, County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), County shall have the right to re-enter the Premises as if said lease had never been made or

issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

(f) Incorporation of Provisions. Lessee shall include the provisions of paragraphs (a) through (e), above, in every contract or subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Lessee shall take such action with respect to any contract, subcontract, or procurement as County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, Lessee may request County to enter into such litigation to protect the interests of County and, in addition, Lessee may request the United States to enter into such litigation to protect the interests of the United States.

(g) Lessee, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

(h) Lessee, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. During the performance of this contract, Lessee, for itself, its sublessees, its personal representatives, assignees and successors in interest agrees as follows:

Lessee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee agrees that

no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee agrees that it will require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Lessee agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Lessee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Lessee shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Lessee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Lessee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Lessee shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Lessee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Lessee shall require its covered suborganizations to keep similar records as applicable.

Lessee shall, if required by Part 152, annually submit to County the reports required by Section 152.415 and Lessee shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Lessee who shall, in turn, submit same to County for transmittal to the FAA.

III. Lessee, for itself, its personal representatives, sublessees, assignees, and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental

disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This obligation remains in effect during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the Party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. Lessee's obligation shall be in effect from bid solicitation period, application process, including all negotiations through the completion of the contract.

IV. Lessee shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by Lessee to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as County deems appropriate.