

**FIRST AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND TRITON AIRPORT DEVELOPMENT, LLC**

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Triton Airport Development, LLC, a Florida limited liability company ("Lessee") (collectively, the "Parties"), is effective on the date this First Amendment is fully executed by the Parties ("First Amendment Effective Date").

RECITALS

A. County and Lessee entered into an Agreement of Lease between Broward County and Triton Airport Development, LLC, which commenced on October 1, 2022, with respect to certain Premises at North Perry Airport ("Agreement").

B. Triton has requested that approximately an additional Nine Hundred Eighteen (918) square feet of land ("Additional Premises") be added to the original Premises.

C. The Parties desire to amend the Agreement to add the Additional Premises.

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. 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. The square footage of the Premises is being enlarged by increasing the original Premises by approximately Nine Hundred Eighteen (918) square feet of land, as shown on Revised Exhibit A attached hereto. Effective as of the First Amendment Effective Date, all references to the Premises shall be deemed to include reference to the original Premises and the Additional Premises.
4. **Exhibit A** to the Agreement is deleted and replaced in its entirety with a **Revised Exhibit A**, a copy of which is attached hereto and incorporated herein. In each instance in which **Exhibit A** is referred to in the Agreement, such reference shall be deemed to refer to **Revised Exhibit A**.
5. Rent for the Additional Premises shall commence on the First Amendment Effective Date. The rent for the Additional Premises shall be determined by multiplying the same annual land rental rate per square foot that is then being charged by County for the original Premises by the total square footage of the Additional Premises and adding applicable sales taxes. If the First Amendment Effective Date is other than the first day of the month, rent shall be payable on the first day of the following month and shall include a prorated amount for the number of days from the First Amendment Effective Date to the end of the partial month. Thereafter the rent for the

Additional Premises shall be adjusted on each Adjustment Date, as provided in Section 4.2 of the 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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 _____, 2023, and Triton Airport Development, LLC, 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 Sharon V. Thorsen Digitally signed by Sharon V. Thorsen
Date: 2023.05.17 15:42:59 -04'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
1st Amend. Triton Airport Development, LLC
05/05/23
80071.0116

FIRST AMENDMENT TO AGREEMENT OF LEASE BETWEEN BROWARD COUNTY AND TRITON
AIRPORT DEVELOPMENT, LLC

LESSEE

WITNESSES:



Signature

Kendall Sharpe

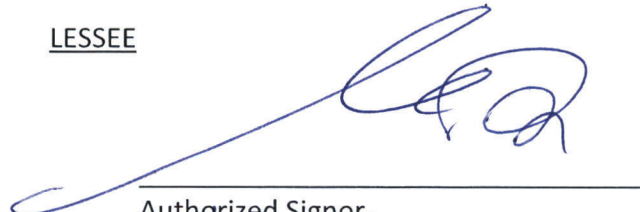
Print Name of Witness above



Signature

Kristian URBANEK

Print Name of Witness above



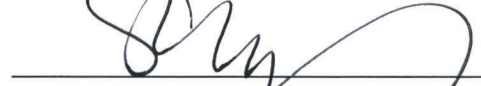
Authorized Signor

Mark SCHNEIDER, Manager
PRESIDENT

Print Name and Title

17 day of MAY, 2023

ATTEST:



Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



REVISED EXHIBIT A

