

**FIRST AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND PRIMEFLIGHT AVIATION SERVICES, INC.**

This First Amendment ("Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and PrimeFlight Aviation Services, Inc., a Delaware corporation ("Lessee") (each a "Party" and collectively referred to as the "Parties"), is effective as of the date this Amendment is fully executed by the Parties.

RECITALS

A. Broward County and Skyfuel Aviation Services of Fort Lauderdale, LLC entered into a Terminal Building Lease Agreement, dated April 7, 2020 (the "Agreement"), with respect to certain premises located at the Fort Lauderdale-Hollywood International Airport.

B. On June 13, 2021, County consented to an assignment of the Agreement from Skyfuel Aviation Services of Fort Lauderdale, LLC to PrimeFlight Aviation Services, Inc., which resulted in PrimeFlight Aviation Services, Inc. becoming the Lessee under the Agreement.

C. The Parties now desire to, among other things, amend the Agreement to modify the 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 Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. As of the effective date of this Amendment, **Exhibit A** of the Agreement is deleted in its entirety and replaced with **Exhibit A** attached hereto and made a part hereof. As of the effective date of this Amendment, every reference in the Agreement to **Exhibit A** shall be deemed to refer to **Exhibit A** attached hereto, and every reference in the Agreement to "Premises" shall be deemed to refer to the Premises described and depicted on **Exhibit A** attached hereto.

3. Rent associated with Lessee's revised Premises reflected on **Exhibit A** attached hereto shall commence and/or be due in accordance with the Agreement, as of the respective effective dates shown in **Exhibit A** attached hereto.

4. Section 2.3 of the Agreement is deleted in its entirety and replaced with the following:

2.3 Relocation. At any time, County may require or Lessee may request that Lessee relocate to operate at additional, reduced, or different areas than the Premises reflected on **Exhibit A** ("Alternate Premises"). Lessee acknowledges that such Alternate Premises might not be similar in size or configuration to the Premises. Any required or requested

relocation to Alternate Premises permitted under this section shall be without expense to County except as expressly stated herein.

2.3.1 County Required Relocation. The provisions of this Section 2.3.1 shall apply only if relocation to the Alternate Premises is required by County. If the Director of Aviation provides written notice ("Relocation Notice") to Lessee requiring relocation to specified Alternate Premises and the effective date for the required relocation, Lessee must operate at the Alternate Premises in lieu of the original Premises as of the stated effective date. County shall provide Lessee a "Relocation Reimbursement," which shall be fifty percent (50%) of Lessee's expenses (i.e., Lessee's documented, reasonable, and necessary out-of-pocket expenses actually incurred and paid by Lessee in relocating, as determined solely by County) of relocating to the Alternate Premises, provided such Relocation Reimbursement may not exceed Seventy-Five Thousand Dollars (\$75,000). Upon County's receipt of documentation substantiating Lessee's payment of the applicable expenses and such other documentation as County may request, County shall provide Lessee the Relocation Reimbursement through a dollar-for-dollar credit against rent and any other monies due from Lessee to County. Such credit shall be applied pursuant to credit memo(s) issued by County and may be in monthly credits in an amount determined by County.

2.3.2 Lessee Request to Relocate. The provisions of this Section 2.3.2 shall apply only if relocation to the Alternate Premises is requested by Lessee. If Lessee makes a written request to County to operate at Alternate Premises, the Director of Aviation may, in their sole discretion, approve such request by written notice stating the applicable effective date for the relocation ("Approval Notice"). If the approved relocation requires another tenant or user of the Airport to reduce its space or otherwise move or relocate, Lessee shall reimburse such other tenant or user the reasonable and appropriate costs of such reduction, move, or relocation unless otherwise agreed to between Lessee and such other tenant or user. Notwithstanding anything herein to the contrary, nothing set forth in this provision shall obligate County to take any action to accommodate any request made by Lessee pursuant to this section.

2.3.3 Upon the effective date stated in the Relocation Notice or Approval Notice, as applicable: (a) **Exhibit A** shall be automatically amended to reflect the Alternate Premises; and (b) the Rent payable under this Agreement shall be adjusted to reflect rent for the Alternate Premises based on the rates promulgated from time to time by County pursuant to resolutions adopted by the Board, as stated in Article 6.

5. Section 2.4 of the Agreement is hereby deleted in its entirety.

6. Section 11.30 of the Agreement is amended as follows (strikethrough text indicates deletions and bold/underlined text indicates additions):

11.30 Public Entity Crime Act; Discriminatory Vendor; **and** Scrutinized Companies Lists; **Countries of Concern**. Lessee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that ~~Act~~ **statute**. Lessee further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Lessee has been placed on the convicted vendor list. Lessee 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.** Lessee ~~further~~ represents 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. **Lessee represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.** ~~This Agreement may be terminated for cause if any of the foregoing representations are false.~~

7. New Sections 11.51, 11.52, and 11.53 are added to the Agreement as follows:

11.51 Verification of Employment Eligibility. Lessee represents that Lessee and each subcontractor 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 or participation in 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.

11.52 Prohibited Telecommunications Equipment. Lessee represents and certifies that Lessee and all subcontractors 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 all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.53 Polystyrene Food Service Articles. Lessee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173 of the Administrative Code.

8. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Lessee hereby attests under penalty of perjury as follows: Lessee 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 Lessee; and the undersigned authorized representative of Lessee 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.

9. Anti-Human Trafficking. By execution of this Amendment by the undersigned authorized representative of Lessee, Lessee hereby attests under penalty of perjury that Lessee 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 Lessee declares that they have read the foregoing statement and that the facts stated in it are true.

10. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 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.

11. Preparation of this 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.

12. Lessee acknowledges that through the date this Amendment is executed by Lessee, Lessee has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

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

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 PrimeFlight Aviation Services, Inc., 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: 2025.02.27 14:32:11
-05'00'
Kailie Rush (Date)
Assistant County Attorney

By **Israel Fajardo** Digitally signed by Israel
Fajardo
Date: 2025.02.27 14:20:19
-05'00'
Israel Fajardo (Date)
Senior Assistant County Attorney

KR/ch
First Amendment PrimeFlight TBLA
01/22/2025
#1137864.2

FIRST AMENDMENT TO TERMINAL BUILDING LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND PRIMEFLIGHT AVIATION SERVICES, INC.

LESSEE

PRIMEFLIGHT AVIATION SERVICES, INC.

By: 
Authorized Signer

R. Allen Ashcraft, Jr Secretary
Print Name and Title

25th day of Febraury, 2025

EXHIBIT A – PRIMEFLIGHT AVIATION SERVICES, INC. - PREMISES

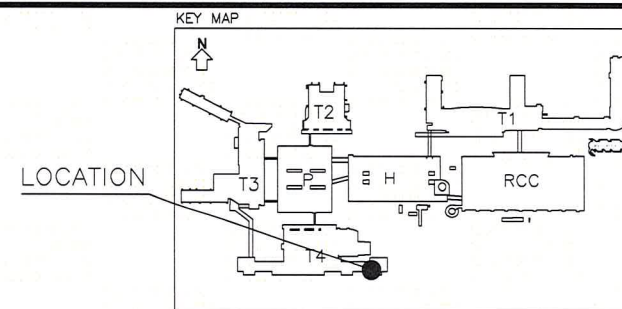
131 square feet of Type 2 Office Space in Terminal 4, Concourse G Ramp Level. See Page 2 of 4 of this **Exhibit A. Effective April 7, 2020.**

516 square feet of Type 1 Office Space in Terminal 3, Arrival Level. See Page 3 of 4 of this **Exhibit A. Effective October 16, 2024.**

456 square feet of Type 2 Office Space in Terminal 3, Concourse F Ramp Level. See Page 4 of 4 of this **Exhibit A. Effective November 7, 2024.**

EXHIBIT A

PRIMEFLIGHT AVIATION SERVICES, INC.
TERMINAL 4 - CONCOURSE G RAMP LEVEL
OFFICE SPACE 131 S.F.



F&B SUPPORT
5097 S.F.
4G-1-453



ELECTRICAL
ROOM
51 S.F.
4G-1-459

TRIANGLE
SERVICES
236 S.F.
4G-1-454

PRIMEFLIGHT
131 S.F.
4G-1-455

CARIBBEAN
ENGINEERING
143 S.F.
4G-1-456

CARIBBEAN
OPS
144 S.F.
4G-1-457

SPIRIT OPS
362 S.F.
4G-1-458

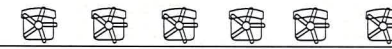


EXHIBIT A

PRIMEFLIGHT AVIATION SERVICES, INC.
TERMINAL 3 - ARRIVAL LEVEL OFFICE
SPACE 516 S.F.

