

**SECOND AMENDMENT TO AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND SIGNATURE FLIGHT SUPPORT CORPORATION**

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Signature Flight Support Corporation, a Delaware corporation authorized to transact business in the State of Florida ("Lessee") (collectively, the "Parties"), is effective on the date this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. County and AMR Combs, Inc., entered into an Agreement of Lease dated July 7, 1998, which was assigned to Lessee on January 24, 2008, supplemented by an Addendum dated January 24, 2008, and amended by a First Amendment dated June 26, 2012 (collectively, as supplemented and amended, the "Agreement").

B. The Parties desire to further amend the Agreement to extend the term of the Agreement for three (3) years and to add two (2) one (1) year option periods, authorize the County to delete portions of the Premises, and authorize either Party to terminate the Agreement upon three hundred sixty five (365) calendar days' notice.

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

1. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meaning given to such terms in the Agreement.

2. Section 3(a) of this Agreement is amended to read as follows:

(a) The term of this Agreement shall commence on December 1, 2000 ("Commencement date") and shall terminate on ~~November 30, 2020~~ November 30, 2023, unless sooner terminated as provided herein. Lessee may renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by sending notice of renewal to County at least sixty (60) calendar days prior to the expiration of the then-current term.

Notwithstanding the provisions in Section 19 of the Agreement, Lessee or the Director of Aviation may terminate this Agreement, with or without cause, by providing written notice of termination to the other Party. The termination date shall be effective on the date stated in the written notice of termination, which termination date shall not be less than three hundred sixty five (365) calendar days after the date of such written notice of termination.

3. County may, at any time upon written notice to Lessee, modify the Premises by deleting

a portion thereof, if the Director of Aviation determines, in his or her sole discretion, that such deletion is appropriate due to Airport development, construction, or operational necessity. In such event, Lessee shall vacate and surrender the deleted portion by the date stated in the deletion notice, which date shall not be less than one hundred eighty (180) calendar days after the date of such written notice. The surrender of such deleted portion of the area previously included in the Premises shall comply with the provisions of Sections 21 and 22 of the Agreement. Following County's acceptance of the surrender of the deleted portion of the Premises, the rent shall be adjusted by the Aviation Department to reflect the reduction in square footage from the Premises, and **Exhibit A** and **Exhibit A-1** will be automatically amended to reflect the deletion.

4. Lessee acknowledges that through the Effective Date hereof, 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.

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

6. 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.

7. This Second 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.

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

9. 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 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.

[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 _____, 2020, and SIGNATURE FLIGHT SUPPORT LLC 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: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By:  9-25-2020
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Signature 2nd Amendment
06/26/20

SECOND AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND SIGNATURE FLIGHT SUPPORT CORPORATION

LESSEE

WITNESSES:

Patrick K. Rinka

Signature

Patrick K. Rinka

Print Name of Witness above

Theresa Kassim

Signature

Theresa Kassim

Print Name of Witness above

Signature Flight Support LLC

By: T. Lefebvre

Authorized Signor

Tony Lefebvre, VP & Chief Operating Officer

Print Name and Title

23rd day of September, 2020

ATTEST:

Patrick K. Rinka

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)