

**THIRD AMENDMENT TO THE AGREEMENT OF LEASE
BETWEEN BROWARD COUNTY AND AZORRA AVIATION, LLC**

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

RECITALS

A. County and Lessee entered into an Agreement of Lease between Broward County and Azorra Aviation, LLC, dated December 9, 2014, with respect to certain premises at Fort Lauderdale-Hollywood International Airport ("Airport"), which was amended by a First Amendment, dated October 31, 2016, and a Second Amendment, dated June 12, 2018 (collectively as amended, the "Agreement").

B. The Parties desire to amend the Agreement to require Lessee to reimburse County its proportionate share of costs incurred by County for the construction of a retention pond, extend certain benchmark dates contained in the Agreement, remove all references to Phase 1 and Phase 2 dates, and revise the footprint of the Development Parcel to accommodate a redesign of taxiway areas.

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 Third Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions. Capitalized terms used in this Third Amendment and not otherwise defined in this Third Amendment shall have the meaning given to such terms in the Agreement.
3. County caused the construction of a four (4) acre retention pond to address the water retention needs at the Airport and satisfy water management permitting requirements to support approximately sixty-eight (68) acres of development on the Airport ("Retention Pond"). The Retention Pond enables Lessee to proceed with the development on twenty-four 40/100 (24.40) acres of the Premises ("Benefited Property"). Lessee has received a direct benefit from the Retention Pond and agrees to reimburse County's construction costs relating to the Benefited Property. County's construction costs are calculated in the amount of Thirty-four Thousand Five Hundred Twenty-two 26/100 Dollars (\$34,522.26) per acre of developable property, resulting in a total amount due from Lessee of Eight Hundred Forty-two Thousand Three Hundred Forty-three 14/100 Dollars (\$842,343.14) ("Lessee Retention Pond Share").

Lessee shall pay the Lessee Retention Pond Share in one of the following two methods, as it elects, and shall provide County notice of its election no later than December 1, 2022: Lessee shall pay the Lessee Retention Pond Share (i) in full on or before the first day of the 9th Lease Year (January 1, 2023); or (ii) in equal monthly amounts, commencing on January 1, 2023, and continuing on the first day of each calendar month thereafter for a period of ten (10) years, each paying in the amount of Seven Thousand Nineteen 53/100 Dollars (\$7,019.53) ("Monthly Retention Pond Payment"), until the Lessee Retention Pond Share is paid in full. If Lessee elects to pay its Retention Pond Share in monthly increments, the payments shall become additional rent, subject to all applicable taxes, and recoverable by County in the same manner and with like remedies as if the Monthly Retention Pond Payment was originally a part of the rent due and owing pursuant to this Agreement. If, for any reason, the Retention Pond Share is not fully paid prior to termination of this Agreement, Lessee shall pay any outstanding Retention Pond Share within fifteen (15) Days after County's written demand.

4. Section 1 of the Agreement is amended as follows:

...

~~(e) — Amortization Period means a period of thirty-one (31) Lease Years commencing on the Commencement Date.~~

...

(n) **Completion Date** means the last day of the ~~seventh (7th)~~ **Eighth (8th)** Lease Year **(December 31, 2022)**.

...

~~(dd) — Phase 1 Date means the last day of the sixth (6th) Lease Year.~~

~~(ee) — Phase 2 Date means the last day of the seventh (7th) Lease Year.~~

...

5. Section 3(d) and (e) of the Agreement are amended as follows:

(d) If Lessee ~~accepts~~ **accepted** the Development Parcel pursuant to the conditions of this Section 3, ~~then within sixty (60) days following the CO Date for all Phase 1 Improvements, as set forth in Subsection 6(b)(1) (the "Phase 1 Improvements"),~~ ~~the~~ **The Current Parcel shall be removed from this Agreement pursuant to an amendment executed by the Parties within sixty (60) days following the Completion Date for the Improvements required in Section 6(b) below.** ~~Lessee and County shall execute an amendment to this Agreement to reflect the removal of the Current Parcel.~~ The amendment shall include the following: (i) the effective date of the removal of the Current Parcel from this Lease (the "Removal Date"); (ii) that commencing with the Removal Date, the Lessee shall have no further rights or interest in the Current Parcel,

however Lessee shall remain responsible for all liabilities and obligations of Lessee which have accrued with respect to the Current Parcel on or prior to the Removal Date; and (iii) all provisions of this Lease shall continue in effect as to the Development Parcel. The Director of Aviation is hereby authorized to sign any such amendment on behalf of the County. Lessee shall, at its expense, surrender the Current Parcel in accordance with the provisions of Section 21 of this Agreement. Notwithstanding anything to the contrary contained herein, Lessee shall continue to pay rent for the Current Parcel until such date as the Current Parcel has been surrendered to the County in accordance with Sections 21 and 22 of this Agreement.

(e) In accordance with the Broward County leasing guidelines, a copy of which has been provided to Lessee, Lessee may request an extension of Term if: (i) the amount of Capital Expenditure expended by Lessee exceeds the Minimum Capital Expenditure Requirement set forth in Subsection 6(e), below, by One Million Dollars (\$1,000,000.00) or more; and (ii) Lessee has obtained a CO for all of the Improvements required in this Agreement by the Completion Date. Any extension of Term based on this provision must be approved by the Board, and Lessee must be fully compliant with all terms and conditions of the Agreement prior to making said request. In no event shall any extension of Term based on this provision be greater than five (5) additional years. Any request to extend the ~~Term~~ pursuant to this Subsection (3)(e) must be made by Lessee to County in writing within no more than thirty (30) days following Lessee's submittal of the schedule of Capital Expenditures required pursuant to Section 6(t) for all of the Improvements that are used to qualify for such extension.

6. Section 4(a)(2) of the Agreement is amended as follows:

...

- (2) Development Parcel. The annual rent for the Development Parcel shall be payable commencing on ~~the earlier of i) the CO Date for the Phase I Improvements or, (ii) the first day of the seventh (7th)~~ ninth (9th) Lease Year unless Retroactive Rent (as defined below) is imposed pursuant to the provisions of Section (2)(ii) below. If Retroactive Rent is imposed, it will begin to accrue on January 1, 2021, and shall be payable as set forth in Section (2)(ii). ~~Annual rent for the Development Parcel shall also be subject to adjustment as provided in Subsections 4(a)(3) through 4(a)(17), below.~~ The annual rent for the entire Development Parcel shall be the Base SF LM Rent (as defined in Section 4(a)(8)). Such annual rent shall be subject to adjustments as provided in subparagraph 4(a)(2)(iv) and subsections 4(a)(3) through 4(a)(~~17~~18), below. The Aviation Department shall send the Lessee written notice of the Base SF LM Rent at least sixty (60) days prior to the commencement of Rent, and such notice shall include a copy of the appraisal(s) unless Retroactive Rent is imposed. If

Retroactive Rent is imposed, the procedures in Section (2)(ii) will be followed.

(i) **Double Rent.** In the event Lessee has not completed all of the Improvements at the Development Parcel that are required in ~~Phase 1 and Phase 2~~ **the Agreement** (which required improvements are described in Subsection 6(b), below) pursuant to Approved Plans and obtained a CO for all such Improvements by the Completion Date, then the annual rent for the Development Parcel shall be adjusted effective on the first day of the ninth (9th) Lease Year, to double the amount of monthly rental then due and payable. Such increased annual rent shall continue until Lessee has completed all of the required Improvements pursuant to Approved Plans and obtained a CO for such Improvements, whereupon annual rent shall revert to the rent that is then payable pursuant to Subsection 4(a)(2) above (provided that at such time the Lessee has completed the ~~Phase 1 Improvements and the Phase 2 Improvements~~), and also annual rent shall be subject to adjustments as provided in Subsections 4(a)(3) through 4(a)(~~17~~**18**), below, and any future double rent adjustments pursuant to this Subsection 4(a)(2)(i).

(ii) **Retroactive Rent.** **If on September 30, 2021, BCAD determines, in its sole discretion, that substantial construction on the foundation and frame of the terminal building and the hangar foundation ("Substantial Construction Work") is not substantially underway and being proactively advanced toward completion by Lessee, the annual rent for the Development Parcel shall become due retroactive to January 1, 2021 ("Retroactive Rent"). Retroactive Rent shall be due retroactively from January 1, 2021, until the first day of the 9th Lease Year; provided, however, Lessee's actual payment of the Retroactive Rent shall be deferred (with no interest accruing) until the Aviation Department obtains an appraisal to establish Base SF LM Rent. Following the determination of the Base SF LM Rent, the Aviation Department shall provide written notice to Lessee of the monthly rent ("Retroactive Rent Determination Notice") and annual rental payments shall commence on the first day of the month following such notice and shall continue thereafter as annual rent subject to all adjustments set forth in Section 4 of this Agreement. The amount of Retroactive Rent that accrued for the period**

between January 1, 2021, and the last day of the month following the Retroactive Rent Determination Notice shall be due and payable to County within thirty (30) Days following the Retroactive Rent Determination Notice.

7. Section 4(a)(3)(ii) of the Agreement is amended as follows:

...

- (ii) Development Parcel. Annual rental payments for the Development Parcel, as established in Subsections 4(a)(2), above, shall be adjusted in accordance with Subsection 4(a)(4) below, commencing on the first day of the ~~eighth (8th)~~ **tenth (10th)** Lease Year and on the first day of each Lease Year thereafter (including any extensions pursuant to Subsection 3(e), below), except for the ~~sixteenth (16th)~~ **nineteenth (19th)** Lease Year, and the ~~twenty-six (26th)~~ **twenty-ninth (29th)** Lease Year, and the ~~thirty-fourth (34th)~~ **thirty-fourth (34th) Lease Year (if extended)**. The annual rental adjustments for the Development Parcel for the ~~sixteenth (16th)~~ **nineteenth (19th)** Lease Year, and the ~~twenty-sixth (26th)~~ **twenty-ninth (29th)** Lease Year, and the **thirty-fourth (34th) Lease Year** shall be as provided in Subsections 4(a)(5) through Subsection 4(a)(~~17~~**18**) below.

8. Section 4(a)(5) of the Agreement is amended as follows:

...

- (5) The Aviation Department shall cause an appraisal to be performed on the Development Parcel during the ~~sixth (6th)~~ **eighth (8th)** Lease Year, **or earlier following a determination that Substantial Construction Work was not substantially underway and being proactively advanced toward completion by Lessee per Section 4(a)(2)(ii),** in order to determine the market rent of the Development Parcel, established as hereinafter provided. The “market rent of the Development Parcel” is the market value of the rights of use of the leased fee, given the restrictions of the Agreement. The market rent of the Development Parcel shall be equal to the market value of the leased fee as encumbered by the Agreement and without any other improvements, to which market value shall be applied the “Percentage Adjustment Factor” (as hereinafter defined) then being used by the County for rentals at the Airport.

9. Section 4(a)(6) of the Agreement is amended as follows:

...

(6) On the commencement of the ~~sixteenth (16th)~~ **nineteenth (19th)** Lease Year, ~~and the commencement of the twenty-sixth (26th)~~ **twenty-ninth (29th)** Lease Year, **and the thirty-fourth (34th) Lease Year** the annual rental for the Development Parcel shall be adjusted (up or down) to an amount equal to the appraised market rent of the Development Parcel. Such adjusted rental shall commence on the first day of the respective Lease Year. Upon determining such rental adjustment, the Aviation Department shall advise Lessee of ~~the Base SF LM Rent,~~ the new annual rental and the new monthly installment payment of rent.

10. Section 4(a)(18) is created to read as follows:

(18) If the Term of this Agreement is extended beyond the thirty-third (33rd) Lease Year, then upon the commencement of the thirty-fourth (34th) Lease Year (January 1, 2048), the Full Market Rent (hereinafter defined) shall be established as provided in Section 4(a)(10) through (17), and the annual rent for the Development Parcel shall be adjusted to an amount of rent equal to the Full Market Rent. Upon determining the adjusted rent, the Aviation Department shall advise Lessee of the new annual rent amount and the new monthly installment payment of rent.

(a) Full Market Rent will be determined based on the Full Market Rent of the Development Parcel, considering the current use at the time of the appraisal and considering the existing rent rates for comparable properties within comparable Florida airports with comparable uses, taking into consideration the restrictions of the Agreement.

(b) Full Market Rent is equal to the total of the "Land MR," the "Pavement MR," and the "Improvements MR" (as such terms are hereinafter defined).

(c) The "Land MR" shall be determined based upon the market rent of the leased fee, without any value being attributed for any pavement or any other Improvements thereon.

(d) The "Pavement MR" shall be determined based upon the market rent of all pavements at the leased fee, without any value being attributed for any other Improvements located on the pavement.

(e) The "Improvements MR" shall be determined based upon the market rent of all Improvements that exist on the Development Parcel at the time of the appraisal (excluding the pavements).

11. Section 6(b) of the Agreement is amended as follows:

...

(b) Lessee shall construct **the following** Improvements on the Development Parcel **by the Completion Date** ~~in two (2) phases (hereinafter referred to as "Phase 1 Improvements," and the "Phase 2 Improvements"), as described below:~~

(1) ~~Phase 1 Improvements.~~ Lessee shall construct a **A** hangar facility of at least ~~39,000~~ **80,000** square feet with all associated infrastructure including vehicular access, parking, utilities, and ramp, along with an additional terminal building of at least 6,000 square feet; ~~All Phase 1 Improvements shall be completed by no later than the Phase 1 Date; and~~

(2) ~~Phase 2 Improvements.~~ Lessee shall construct an additional hangar facility of at least 19,000 square feet with all associated infrastructure including ramp, utilities, offices and parking. ~~All Phase 2 Improvements shall be completed by no later than the Phase 2 Date.~~

(3) ~~Each phase shall include associated~~ **Associated** paved ramp, public and employee parking, landscaping and all required connecting taxiways between the main taxiway and the Premises; ~~and~~

~~(4)~~**(3)** In addition, each phase shall include proper installation of a**All** required utilities, including without limitation: conduit ducts for cable, telecommunications and electric power, sewage, electrical system, wastewater disposal, a perimeter safety fence, and lighting and security measures, as required.

~~(5)~~**(4)** At its option Lessee may construct an Aircraft Fuel Farm Facility on the Development Parcel, which facility in its entirety shall be subject to the prior written consent of the Aviation Department. Any such Aircraft Fuel Farm Facility must be in compliance with **Aviation Department** Approved Plans, all Applicable Laws and the Airport's minimum standards. ~~Lessee may construct the Aircraft Fuel Farm Facility during any phase listed in this Subsection 6(b).~~ However, for any costs associated with the construction and installation of an Aircraft Fuel Farm Facility to be included in as Capital Expenditure costs for purposes of satisfying the Minimum Capital Expenditure Requirement as provided in Subsection 1(j), the Aircraft Fuel Farm Facility must be completed and have obtained all necessary COs by no later than the Completion Date. ~~If Lessee desires to have any costs associated with the construction and installation of an Aircraft Fuel Farm Facility included in a specific phase,~~

~~Lessee shall complete construction of the Aircraft Fuel Farm Facility during that phase and notify the Aviation Department of same in writing by no later than the last day of that phase.~~

12. Section 6(c) of the Agreement is amended as follows:

...

- (a) Lessee has entered into a ~~covenants to enter into~~ contract with a general contractor for construction of the ~~Phase 1 Improvements and the Phase 2 Improvements that represents at least~~ **in an amount not less than** the Minimum Capital Expenditure Requirement, ~~for each phase, by no later than the following dates: (1) for Phase 1 Improvements, the contract must be entered prior to the last day of the fourth (4th) Lease Year; and (2) for Phase 2 Improvements, the contract must be entered into before the first day of the seventh (7th) Lease Year. The aforesaid time periods may be extended only for good cause, but only if the Aviation Department gives its prior written approval for such extension. Any approval by the Aviation Department shall not extend the date by which any Improvements must be completed, unless specifically stated in the Aviation Department's written approval. The Lessee~~ **has provided the Aviation Department with a copy of the construction contract and** shall provide the Aviation Department with a copy of each **amendment and/or change order to the** construction contract, ~~for each phase within the aforesaid time periods, and~~ **The** amount of **the construction** contract shall not be reduced below the Minimum Capital Expenditure Requirement for ~~a particular phase~~ **the Improvements** without prior written consent of the Aviation Department. The contract ~~with each general contractor~~ must contain the provisions and insurance coverage required by Section 7, hereof.

13. Section 6(e) of the Agreement is amended as follows:

...

- (e) Lessee covenants and agrees to expend with respect to the facilities described by Subsection 6(b), above, a total minimum Capital Expenditure of at least Ten Million Dollars (\$10,000,000) ("Minimum Capital Expenditure Requirement") by no later than the Completion Date. Capital Expenditure is determined as set forth in Section 1(j), hereof. Only Capital Expenditure costs associated with the Improvements described by Subsection 6(b) shall count towards the Minimum Capital Expenditure Requirement. ~~The Phase 1 Date and the Phase 2 Date may be extended only for good cause and only if the Aviation Department gives prior written approval for such extension. The Minimum Capital Expenditure Requirement shall be expended in accordance with the construction phasing schedule established in Subsection 6(b), above, and as set forth below:~~

- (1) ~~Lessee shall spend a minimum Capital Expenditure amount of at least Eight Million Dollars (\$8,000,000.00) (the "Phase 1 Capital Expenditure Amount") for construction of the Phase 1 Improvements described in Subsection 6(b)(1). Construction of the Phase 1 Improvements shall be completed and the Phase 1 Capital Expenditure Amount must be expended by no later than the Phase 1 Date.~~
- (2) ~~Lessee shall spend an additional minimum Capital Expenditure amount of at least Two Million Dollars (\$2,000,000.00) (the "Phase 2 Capital Expenditure Amount") for construction of the Phase 2 Improvements described in Subsection 6(b)(2). Construction of the Phase 2 Improvements shall be completed and the Phase 2 Capital Expenditure Amount must be expended by no later than the Phase 2 Date.~~

14. Section 6(f) of the Agreement is amended as follows:

...

(f) For any cost of Lessee to qualify towards the Minimum Capital Expenditure Requirement: (1) said amount must qualify as a Capital Expenditure, as defined in Subsection 1(j); (2) the Lessee shall have constructed the ~~respective Phase 1 Improvements, Phase 2 Improvements and Phase 3~~ Improvements pursuant to Approved Plans and in compliance with the standards set forth in this Lease; (3) the Lessee shall have provided to the Aviation Department the certificates of the construction contractor(s) and of the architect/engineer(s) required by Subsection 6(s), hereof; (4) the Lessee shall have provided the schedule of Capital Expenditure costs and the opinion from the CPA firm required by Subsection 6(t), hereof; and (5) the Lessee shall have provided the "as-built" plans and AUTOCAD files required by Subsection 6(v), hereof.

15. Section 7(a)(2) of the Agreement is amended as follows:

...

- (2) If Lessee fails to perform its obligations to expend the amount of the Minimum Capital Expenditure Requirement on the Improvements described in Subsection 6(b) ~~and in accordance with the phasing schedule established therein~~, the County may retain ~~that portion of~~ the Construction Security Deposit as liquidated and agreed-upon damages as follows:
 - (i) ~~in the event Lessee fails to expend a minimum of Eight Million Dollars (\$8,000,000.00) required to be spent on construction of Phase 1 Improvements by the Phase 1 Date, or Lessee fails to~~

~~construct the Improvements described in Subsection 6(b)(1), County shall retain Eight Hundred Thousand Dollars (\$800,000.00) of the Construction Security Deposit; and~~

~~(ii) in the event Lessee fails to expend a minimum of Two Million Dollars (\$2,000,000.00) required to be spent on construction of Phase 2 Improvements, or Lessee fails to expend an aggregate minimum of Ten Million Dollars (\$10,000,000.00) required to be spent on construction of the Phase 1 Improvements and the Phase 2 Improvements by the Completion Date, or Lessee fails to construct the Improvements described in Subsection 6(b)(2), County shall retain Two Hundred Thousand Dollars (\$200,000.00) of the Construction Security Deposit.~~

16. Section 7(a)(3) of the Agreement is amended as follows:

...

- (3) Upon Lessee's satisfactory completion of the Improvements ~~for each phase by the applicable date~~, as determined by the Aviation Department in its sole discretion, Lessee shall have the right to request a release ~~of that portion~~ of the Construction Security Deposit ~~applicable to that phase~~. The Aviation Department may release ~~that portion of the~~ Construction Security Deposit to the Lessee ~~with respect to the completed phase~~ after the Aviation Department has satisfied itself that: (1) the required amount of the Minimum Capital Expenditure Requirement ~~for such phase~~ was expended by Lessee; (2) Lessee has completed all Improvements ~~for such phase~~ in accordance with the requirements of this Lease; and (3) all documentation required by Section 6 has been provided ~~for such phase, as follows: (i) for Phase 1 Improvements, within one hundred twenty (120) days following the Phase 1 Date; and (ii) for Phase 2 Improvements within one hundred twenty (120) days following the Phase 2 Date.~~ Notwithstanding the forgoing, if Lessee fails to comply with any of the requirements of the preceding sentence, Lessee shall not be entitled to any release of the Construction Security Deposit until after the later to occur of: (i) the Completion Date; or (ii) the date by which all required CO's have been obtained for all of the ~~Phase 1 Improvements and Phase 2 Improvements~~; or (iii) the date by which all obligations under this Lease as to the construction of all Improvements are performed and satisfied, as determined by the Aviation Department. If the Construction Security Deposit is in the form of a Letter of Credit, any failure to renew the Letter of Credit, or to maintain the amount required, shall entitle the County to draw down the full amount of the Construction Security Deposit and such

shall be a default of this Agreement entitling County to all available remedies.

17. Section 7 (d) (1) of the Agreement is amended as follows:

(1) Lessee shall, at all times during the Term of this Agreement (unless otherwise provided), require that all contractors and subcontractors working on Lessee's leased Premises or for Lessee in relation to the Leased Premises obtain and maintain the insurance coverages for the work at the Premises in the type and in the amounts as set forth below. ~~agrees to include the following insurance language in any agreement it enters into with any contractor performing work at Premises and~~ Lessee further agrees to provide County (prior to commencement of any Improvements and by no later than the pre-construction meeting held by the Aviation Department with the Lessee) with certificates of insurance evidencing the contractors' and subcontractors' compliance with the requirements of this Section:

18. Section 7 (d) (1) A 1. through 7(d) (1) A 4, B, and C of the Agreement are deleted in their entirety and replaced with the following (bold underlining omitted):

...

1. **Professional Liability Insurance/OPPI Insurance** shall be provided with minimum limits of not less than those set forth below. Such insurance shall be continuously maintained until the conclusion of the warranty period for all Improvements, or such longer period of time as may be required to maintain post-completion coverage for Florida's Statute of Repose.

Developer	\$2 Million per Claim
Design Builder	\$5 Million per Claim
Architect Design Consultant	\$5 Million per Claim
Structural and MEP Design Consultants	\$5 Million per Claim
All Other Design Consultants and GC	\$2 Million per Claim

2. **Commercial General Liability Insurance** shall be provided under the ISO CG 00 01 04 13 policy form, or its equivalent, with minimum limits of not less than those set forth below. Coverage may be provided by the contractor under a Contractors Controlled Insurance Program (CCIP) that satisfies the required insurance coverages and limits. All policy(ies) for general liability coverage shall be endorsed to afford additional insured status to County for ongoing operations as well as for completed operations. The general liability policies must remain in force throughout the duration of the construction and completion of the Improvements to the Premises and the products and completed operations coverage must provide coverage for ten (10) years after final completion of the Improvements to the Premises.

Limits

\$ 5,000,000 per occurrence

\$10,000,000 in the aggregate

3. **Automobile Liability Insurance** shall be provided with minimum limits of not less than those set forth below. Such insurance shall cover damages because of bodily injury or property damage caused by an accident and resulting from the ownership, maintenance or use of any auto, including owned, hired and non-owned autos.

Limits

\$10,000,000 combined single limit bodily injury and property damage

4. **Workers' Compensation and Employer's Liability Insurance** shall be provided with statutory workers' compensation and employer's liability insurance with minimum limits of not less than those set forth below. The contractor may secure this coverage under a Contractor CCIP.

Workers' Compensation

Statutory

Employers' Liability

\$1 million Bodily Injury by Accident

\$1million injury by disease for each employee

\$1million bodily injury by disease policy limit

5. **Contractors Pollution Liability Insurance** shall be provided with minimum limits of \$5 million per occurrence and \$10 million in the aggregate with a maximum deductible of \$50,000. The contractor and subcontractors shall be responsible for any applicable deductibles.

Limits

\$ 5,000,000 per pollution condition

\$10,000,000 aggregate limit for all pollution conditions

6. **Builder's Risk Insurance** shall be provided with all-risk builder's risk insurance policies to cover the risk of loss for the construction and completion of the Improvements to the Premises on a completed value basis, subject to the terms and conditions of such policies. All deductibles for losses related to all other perils shall be the responsibility of contractors and subcontractors subject to a maximum deductible amount of \$25,000 for risks other than water damage and \$100,000 for losses related to water damage. For the perils of flood or wind, the

contractors and subcontractors shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the contract price; said percentage to be determined at the sole discretion of the County's Risk Manager. The contractors and subcontractors shall be responsible for any applicable deductibles.

- B. All liability policies of contractors and subcontractors shall include waivers of subrogation in favor of County. This waiver of subrogation shall be effective as to a person or entity: (1) even though that person or entity did not pay the insurance premium directly or indirectly; and (2) whether or not the person or entity had an insurable interest in the damaged property.
- C. Commercial General Liability, Pollution and excess policies of contractors and subcontractors (including but not limited to the ongoing and completed operations) shall specifically schedule Broward County as an Additional Insured on a primary and non-contributory basis. A copy of the additional insured endorsement shall be provided to the Risk Manager. (Applicable forms CG 00 01, CG2010, CG2037, CG 2038 or comparable coverage forms
- D. All insurance policies shall be underwritten by companies with an A M Best rating of A- VII or higher.
- E. All insurances shall be written by underwriters that are either licensed in the State of Florida or authorized to write insurance in the State as a surplus lines insurer, and having agents upon whom service of process may be made in the state of Florida.
- F. All liability policies of contractors and subcontractors shall require thirty (30) days' notice of cancellation or nonrenewal to County.
- G. Coverage is not to cease and is to remain in full force and affect (subject to cancellation notice) until all performance required of contractors and subcontractors is completed.
- H. All policies must be endorsed to provide County with at least thirty (30) days' notice of cancellation, nonrenewal and or modification. If any of the insurance coverage's will expire prior to the completion of the construction of the Improvements on the Premises, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration. Any insurance coverage that is written on a "claims made" basis must remain in force for five (5) years after the termination of this Agreement.

19. Section 12 (f) of the Agreement is amended as follows:

(f) From time to time, the County's Risk Management Division shall review the necessity for environmental insurance and the coverage required, including a review of activities at the Premises, geographic location, other leases and subleases at the Premises or Airport, as well as the insurance market (which may present changes in reasonable availability and premium costs.) As a result of such review, ~~the~~ County, through its Risk Management Division, may determine to require environmental insurance, or may adjust the requirements to increase or decrease coverage requirements. In the event of any such requirement or adjustment, Lessee shall provide evidence of such coverage's to ~~the~~ County within thirty (30) days following notice of such requirement or adjustment. In the event the County's Risk Management Division requires that Lessee obtain environmental and impairment liability insurance, the Risk Management Division may, in its sole discretion, allow Lessee to provide self-insurance in the required amount, which shall be certified by Lessee's Chief Financial Officer, provided that the Risk Management Division is satisfied with the financial ability of Lessee to meet the self-insurance requirements and Lessee ~~shall~~ provides the Risk Management Division with all requested documents, including, but not limited to documents relating to its claims process. The authorization by the Risk Management Division to allow Lessee to provide self-insurance must be in writing. If self-insurance is permitted, ~~then~~ if at any time Lessee's ~~the~~ self-insurance funds are reduced below the specified limit authorized by the Risk Management Division, such failure shall be a default hereunder.

20. Section 12 (k) of the Agreement is deleted in its entirety and replaced with the following (bold underlining omitted):

(k) County may modify the insurance coverages required under this Section 12 at any time as County determines necessary to protect County's interest. In such event, County shall notify Lessee of the modified requirements, and Lessee shall provide an updated Certificate of Insurance evidencing such modified coverages within thirty (30) Days after County's notice of the modification to the requirements.

21. Section 12 (m) of the Agreement is deleted in its entirety and replaced with the following (underlining omitted):

(m) The certificate holder address shall read "Broward County, c/o Aviation Department, 320 Terminal Drive Suite 200, Fort Lauderdale, Florida 33315" or such other address as may from time to time be required by County.

22. Section 12 of the Agreement is amended by adding a new (p) and (q) to read as follows(bold underlining omitted) :

(p) Any subcontractor performing work for Lessee shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability, and Pollution coverages. Lessee shall require its subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

(q)The failure of County to demand evidence of the required insurance or to identify any deficiency in Lessee's coverage based on the evidence of insurance provided shall not be construed as a waiver by County. The insurance requirements required under this Agreement are minimum requirements, and shall in no way limit Lessee's liability arising out of the work performed or related activities.

23. Section 32(c)(1) of the Agreement is amended as follows:

...

(1) **Current Parcel.** ~~If Lessee accepts the Development Parcel pursuant to the requirements of Section 3, above, Lessee shall obtain an Exit Environmental Assessment of the Current Parcel within twelve (12) months prior to the Phase 1 Date~~ **Completion Date.** ~~If Lessee does not accept the Development Parcel pursuant to the requirements of Section 3, above, Lessee shall obtain an Exit Environmental Assessment of the Current Parcel within twelve (12) months prior to the Completion Date.~~ Lessee must provide a copy of the Exit Environmental Assessment to the Aviation Department within seven (7) days ~~of~~ after receipt.

24. **Exhibit A-2** of the Agreement is hereby replaced in its entirety with the revised **Exhibit A-2** attached hereto and made a part of the Agreement. As of the date of complete execution of this Third Amendment, every reference in the Agreement to **Exhibit A-2** shall be deemed to refer to the revised **Exhibit A-2** attached hereto.

25. Lessee acknowledges that through the date this Third Amendment is fully executed by both Parties, Licensee has no claims against County with respect to any of the matters covered by the Agreement, and Licensee has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

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

27. The Agreement, including as amended herein by this Third 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 Third 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.

28. Preparation of this Third 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.

29. This Third 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 _____, 2021, and AZORRA AVIATION, 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 _____
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
Telecopier: (954) 359-1292

Sharon V.
Thorsen
By _____
Digitally signed by Sharon VThorsen
Date: 2021.02.02 14:42:07
-05'00'

Yesenia Alfonso (Date)
Assistant County Attorney

Sharon V.
Thorsen
By _____
Digitally signed by Sharon V. Thorsen
Date: 2021.02.02 14:42:36
-05'00'

Sharon V. Thorsen (Date)
Senior Assistant County Attorney


YA/SVT
Third Amendment to Azorra Aviation Lease
1/28/21
80071.0080

THIRD AMENDMENT TO THE AGREEMENT OF LEASE
BETWEEN BROWARD COUNTY AND AZORRA AVIATION, LLC

WITNESSES:


Signature

NATALIA S. McDONALD.
Print Name of Witness above


Signature

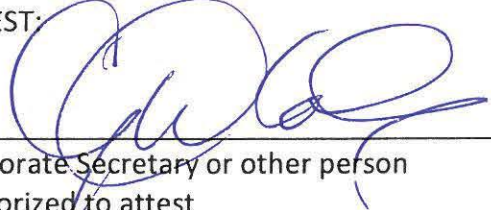
Karina Menken
Print Name of Witness above

AZORRA AVIATION, LLC

By: 
Authorized Signor

Troy Menken, President
Print Name and Title

29th day of January, 2021

ATTEST: 
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

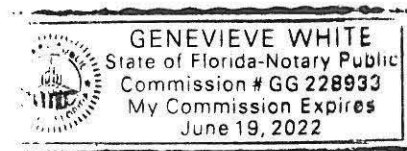
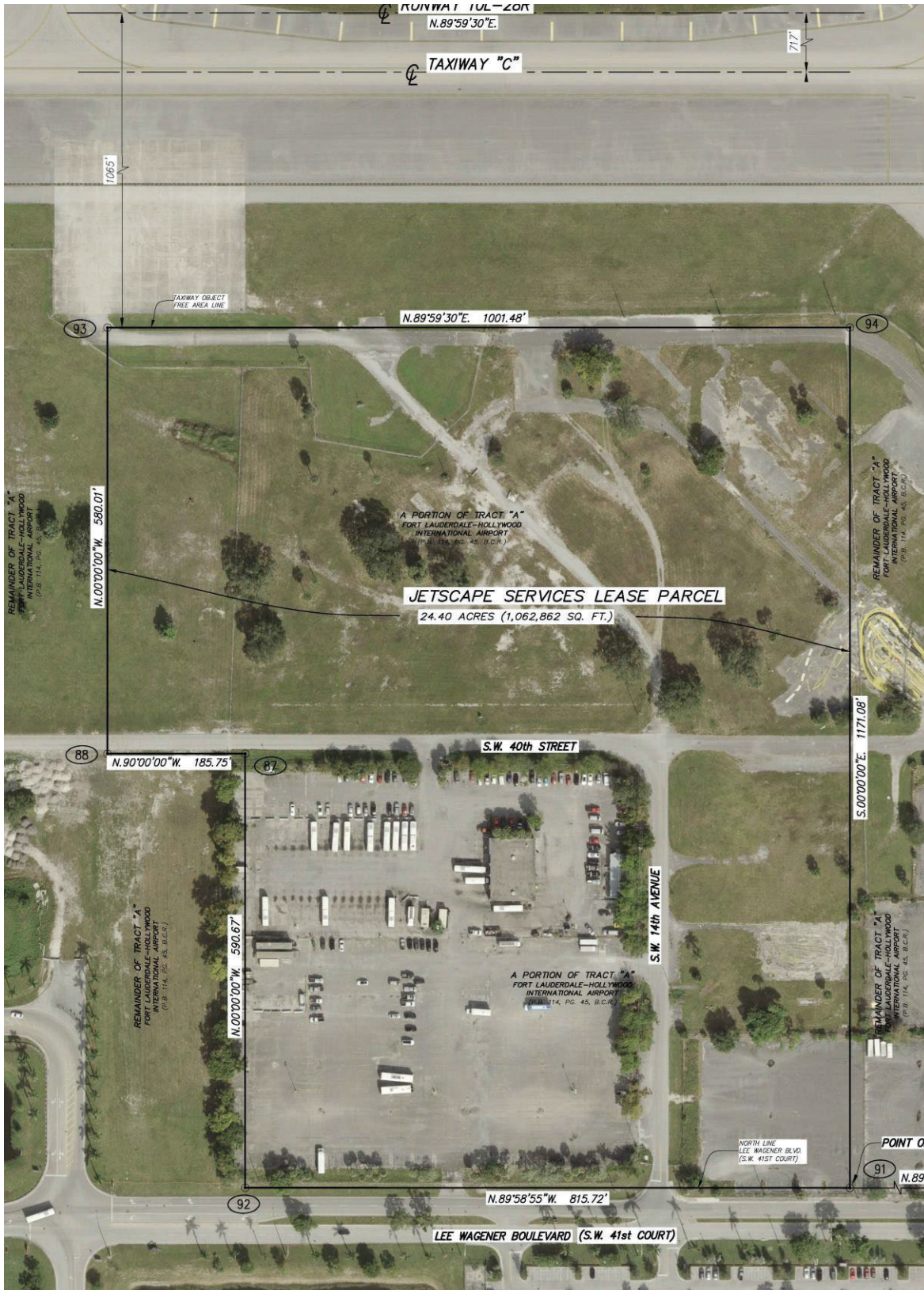


EXHIBIT A-2
DEVELOPMENT PARCEL



**EXHIBIT A-2
DEVELOPMENT PARCEL**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT "A", FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 114, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N 1/2) OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON SAID FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT;

THENCE S.87°50'34"W., ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF (N 1/2), A DISTANCE OF 1613.81 FEET;

THENCE N.00°01'28"E., A DISTANCE OF 165.76 FEET, TO A POINT ON THE NORTH LINE OF LEE WAGENER BOULEVARD (S.W. 41 COURT);

THENCE N.89°58'55"W., ALONG SAID NORTH LINE, A DISTANCE OF 507.94 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N.89°58'55"W., ALONG SAID NORTH LINE, A DISTANCE OF 815.72 FEET;

THENCE N.00°00'00"W., A DISTANCE OF 590.67 FEET;

THENCE N.90°00'00"W., A DISTANCE OF 185.75 FEET;

THENCE N.00°00'00"W., A DISTANCE OF 580.01 FEET, TO A POINT ON A LINE 1,065 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF RUNWAY 10L-28R;

THENCE N.89°59'30"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 1001.48 FEET;

THENCE S.00°00'00"E., A DISTANCE OF 1171.08 FEET, TO THE POINT OF BEGINNING.

SAID LAND SITUATES WITHIN FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, BROWARD COUNTY, FLORIDA, CONTAINING 24.40 ACRES (1,062,862 SQUARE FEET), MORE OR LESS.