

**SECOND AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND ACAP BROWARD COUNTY, LLC**

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and ACAP Broward County, LLC, a Delaware limited liability 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 ("Second Amendment Effective Date").

RECITALS

A. County and Lessee entered into an Agreement of Lease between Broward County and ACAP Broward County, LLC, effective June 15, 2022, with respect to certain Premises at the Airport (hereinafter defined), which was amended by a First Amendment, dated November 8, 2022 (collectively as amended, the "Agreement").

B. The Parties desire to amend the Agreement to extend the Due Diligence Period for a period of three (3) months and modify the permitted and prohibited use of the 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. Amendments to the Agreement made by this Second Amendment are shown by strikethrough text to indicate deletions and bold underlined text 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.

3. Section 5.1 of the Agreement is amended to read as follows:

5.1 **Required Services.** Lessee shall use the Premises solely for aviation purposes related to **a maintenance, repair, and operation of overhaul ("MRO") facility with the capacity to provide major maintenance to wide-body** aircraft for a charter or scheduled airline, which services must include the following:

...

4. Section 5.3 of the Agreement is amended to read as follows:

5.3 **Prohibited Services.** Lessee may not provide or offer the following services on or in connection with any of the Premises:

...

- (i) Limousine, taxi, transportation network company, or other ground transportation service. Lessee shall not make any contractual or other arrangement with any rental car company except a County authorized on-airport car rental concessionaire company.

(ii) Operate as a fixed base operator.

5. Section 6.1 of the Agreement is amended to read as follows:

6.1 **Due Diligence Period.** Lessee shall have the ~~first (1st) Lease Year~~ **period from July 1, 2022, through September 30, 2023,** as a due diligence period ("Due Diligence Period"). There shall be no **additional** extension of the Due Diligence Period except as authorized below.

6 Lessee acknowledges that through the date this Second 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 Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

8 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.

9 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.

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 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 has been 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 _____, 2023, and LESSEE, signing by and through its authorized representative.

COUNTY

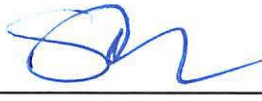
ATTEST:

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  5/18/23
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
ACAP Broward County, LLC Second Amendment
05/11/2023
80071.0115

**SECOND AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND ACAP BROWARD COUNTY, LLC**

LESSEE

ACAP BROWARD COUNTY, LLC

By: W^{FP}-II
Authorized Signer

William Frew, Authorized Signatory
Print Name and Title

16th day of May, 2023

WITNESS:

[Signature]
Witness

Matthew Hall
Print Name:

[Signature]
Witness

[Signature]
Print Name:

(CORPORATE SEAL)