

# FIRST AMENDMENT TO THE TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY AND EL AL ISRAEL AIRLINES LTD CO.

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and El Al Israel Airlines Ltd Co., an Israeli corporation ("Lessee") (each a "Party" and collectively referred to as the "Parties"), is effective as of the date this First Amendment is fully executed by the Parties.

#### **RECITALS**

- A. The Parties entered into the Terminal Building Lease Agreement between Broward County and El Al Israel Airlines Ltd Co., dated March 8, 2024 ("Agreement"), with respect to certain premises located at the Fort Lauderdale-Hollywood International Airport.
- B. 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. Effective March 8, 2024 ("Premises Change Effective Date"), **Exhibit A** of the Agreement is deleted in its entirety and is replaced by **Exhibit A** attached hereto and made a part hereof. As of the Premises Change Effective Date, 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. <u>Anti-Human Trafficking</u>. By execution of this First Amendment by an 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.
- 4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 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.

- 5. 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.
- 6. Lessee acknowledges that through the date this First Amendment is executed by Lessee, Lessee has no claims or disputes against County with respect to any of the matters covered by the Agreement.
- 7. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 8. This First 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 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, 20; and El Al Israel Airlines Ltd Co., signing by and through its duly authorized representative.	
	COUNTY
ATTEST:	Broward County, by and through its Board of County Commissioners
By:	By: Mayor
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners	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 Hail Rul 2/19/2025 Kailie Rush (Date) Assistant County Attorney
	By Low 2/19/2025 Israel Fajardo (Date) Assistant County Attorney

El Al Israel TBLA First Amendment

KR/em

01/14/2025 #1120307.3

## FIRST AMENDMENT TO THE TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY AND EL AL ISRAEL AIRLINES LTD CO.

## **LESSEE**

By: Americas

Simon Newton-Smith
Senior VP of the
Senior VP of the Americas
Date: 2025.02.03 15:44:02 -05'00'

**Authorized Signer** 

Simon Newton-Smith, Senior VP

Print Name and Title

03 day of February , 20 25

Esther Jacobs Controller The By: Americas

Digitally signed by Esther Jacobs Controller The Americas Date: 2025.02.03 14:56:04 -05'00'

**Authorized Signer** 

Esther Jacobs, Controller the Am

Print Name and Title

3 day of February , 20 25

### **EXHIBIT A - EL AL ISRAEL AIRLINES LTD CO. - PREMISES**

- 605 square feet of airline ticket office space (Type 1 space) in Terminal 3, Baggage Claim. See Page 2 of 5 of this **Exhibit A**.
- 641 square feet of operations space (Type 2 space) in Terminal 3, Concourse E, Ramp Level. See Page 3 of 5 of this **Exhibit A**.
- 120 square feet of operations space (Type 2 space) in Terminal 4, Concourse G, Ticketing Level. See Page 4 of 5 of this **Exhibit A**.
- 56 square feet of storage space (Type 3 space) in Terminal 3, Ticketing Level. See Page 5 of 5 of this **Exhibit A**.

El Al Israel TBLA First Amend - Exhibit A Page 1 of 5







