

**SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT  
FOR PARCELS. 1B, 20, and 20A  
AT THE FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT, made and entered into on this 1<sup>st</sup> day of February, 2022, by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "LESSOR" or "CITY"),

and

**SHELTAIR EXECUTIVE SOUTH, LLC, a Florida Limited Liability Company**, whose principal address is 4860 NE 12<sup>th</sup> Avenue, Fort Lauderdale, Florida 33334 (hereinafter, "LESSEE")

WHEREAS, LESSOR and LESSEE are parties to the Amended and Restated Lease Agreement dated January 1, 2017, (herein the "Lease"), which provides for the lease of Parcels 1B, 20, and 20A located at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale, Broward County; and

WHEREAS, LESSEE was originally identified as SHELTAIR EXECUTIVE SOUTH, INC., in the Amended and Restated Lease Agreement, however, in 2020, LESSEE converted SHELTAIR EXECUTIVE SOUTH, INC. to SHELTAIR EXECUTIVE SOUTH, LLC, a Florida Limited Liability Company; and

WHEREAS, LESSOR and LESSEE have agreed to amend the Lease to identify the LESSEE as "SHELTAIR EXECUTIVE SOUTH, LLC," a Florida Limited Liability Company; and

WHEREAS, on May 7, 2020, LESSOR AND LESSEE entered into a First Amendment to the Lease to provide for rent payment and fuel fee deferrals as a result of the COVID-19 pandemic; and

WHEREAS, LESSEE also leases Parcel 7B at the Fort Lauderdale Executive Airport; and

WHEREAS, in accordance with the terms of the Amended and Restated Lease Agreement, as amended for Parcel 7B, Sheltair Executive South, LLC, was required to

expend \$1,300,000.00 to replace the existing ramp with asphalt on Parcel 7B as part of the Phase 1 improvements; and

WHEREAS, in accordance with the terms of the Amended and Restated Lease Agreement, as amended, for Parcel 7B, Sheltair Executive South, LLC was required to complete all Phase 1 improvements on Parcel 7B by March 31, 2021 and expend a minimum of \$1,490,000.00 for all Phase 1 improvements; and

WHEREAS, Sheltair Executive South, LLC has made the required Phase 1 improvements on Parcel 7B, but has only expended \$416,385.00 instead of the \$1,490,000.00 required in the Amended and Restate Lease Agreement, as amended, for Parcel 7B; and

WHEREAS, the CITY and LESSEE have agreed to amend the Lease for Parcels 1B, 20, and 20A to permit Sheltair Executive South, LLC, and its contractors, subcontractors, agents, and employees to complete improvements on Parcel 1B at the Fort Lauderdale Executive Airport in order to fulfill the improvement expenditure requirement in the Parcel 7B Lease, as amended.

NOW THEREFORE, in consideration of the mutual promises, the parties agree to the terms and conditions as follows:

1. LESSOR and LESSEE agree to enter into this Second Amendment to the Amended and Restated Lease Agreement.

2. The name of LESSEE is hereby changed to "SHELTAIR EXECUTIVE SOUTH, LLC." The term "LESSEE" as used in the Amended and Restated Lease Agreement and any amendments thereto shall mean "SHELTAIR EXECUTIVE SOUTH, LLC, a Florida Limited Liability Company."

3. The Amended and Restated Lease Agreement is hereby amended to add Paragraph 62 of which states the following:

**(62) IMPROVEMENTS TO PARCEL 1B**

LESSEE and its contractors, subcontractors, agents, and employees to shall complete asphalt milling and repaving (herein "improvements") on Parcel 1B ("the Premises") at the expense of LESSEE. LESSEE must complete the improvements on Parcel 1B on or before April 30, 2022. LESSEE, its contractors, subcontractors, agents, and employees, shall perform the improvements on the Premises in such manner as not to obstruct access to or disrupt the business conducted on the Premises or the Fort Lauderdale Executive Airport. LESSEE shall apply for and must obtain at its own expense all certificates, permits, licenses, and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on Parcel 1B. LESSEE shall

keep certificates, permits, licenses, and other authorizations in full force and effect, at its own expense.

LESSOR shall not be liable to LESSEE for any inconvenience, annoyance, disturbance or damages by reason of LESSEE or its contractors, subcontractors, agents, and employees, making improvements on Parcel 1B. LESSOR shall not be liable for any damages to LESSEE or any damages to property on Parcel 1B resulting from LESSEE or its contractors, subcontractors, agents, and employees bringing materials, supplies and equipment into or through the Premises. LESSEE shall be responsible for any and all damages to Parcel 1B or any other property at the Fort Lauderdale Executive Airport caused by or resulting from LESSEE or its agents, employees, contractors, and subcontractors carrying out the improvements on Parcel 1B. LESSEE shall be responsible for any damages to terminal areas, ramp and taxiway areas, engine run-up areas, Runways, hangar facilities and any and all areas on Parcel 1B, if those damages are caused by or are resulting from the actions of LESSEE, or its agents, employees, contractors, or subcontractors.

LESSEE agrees to defend, indemnify and hold LESSOR, its employees, volunteers, its agents, elected officials, and its contractors, harmless from and against any and all claims, lawsuits, liabilities, costs, penalties, damages, settlements, judgments, decrees, costs, charges, actions, causes of action, and costs, including all attorney's fees actually incurred, including but not limited to pre-trial proceedings, trial, post-trial, arbitration, mediation, appellate proceedings, and other expenses, charges or liabilities of any kind, sought against the LESSOR or any of its officers, agents, employees or contractors resulting or arising from any improvements, construction or acts performed by LESSEE or its contractors, subcontractors, agents, and employees, on Parcel 1B. LESSEE further agrees to defend, indemnify and hold LESSOR, its employees, volunteers, its agents, elected officials, and its contractors, harmless from and against any and all claims, lawsuits, liabilities, costs, penalties, damages, settlements, judgments, decrees, costs, charges, actions, causes of action, and costs, including all attorney's fees actually incurred, including but not limited to investigation of claims, pre-trial proceedings, trial, post-trial, arbitration, mediation, appellate proceedings, and other expenses, charges or liabilities of any kind, sought against the LESSOR or any of its officers, agents, employees or contractors for any bodily injury, loss of life, damages to utilities, and damages to any property within Parcel 1B. LESSEE shall further defend any action, complaint or proceeding brought against LESSOR as the result of any matters above enumerated, all at no cost or expense to LESSOR. Indemnity hereunder also includes costs, expenses, and attorney's fees incurred by LESSOR in the event it must enforce the terms of this Amendment.

All improvements conducted by LESSEE or its contractor, subcontractor, agent or employee on Parcel 1B shall comply with the Americans with Disabilities Act, as amended. Any work on Parcel 1B impacting any portion of the Fort Lauderdale Executive Airport shall be performed during schedules approved by the Airport Manager. If a schedule is not approved by the Airport Manager, LESSEE, its contractor, subcontractor, agent, and employee are not permitted to perform the improvements on that date or time. All improvements on Parcel 1B must comply with all applicable state, federal, City, and local ordinances, statutes, building codes, fire codes, and regulations and rules.

4. Nothing herein is intended to be, or shall be construed to be, an extension of credit to LESSEE. This Amendment does not in any manner alter the LESSEE's obligations for the payment of rent or any other fees under the Lease Agreement.

5. Except as specifically modified by the First Amendment to the Amended and Restated Lease Agreement and this Second Amendment to the Amended and Restated Lease Agreement, the Amended and Restated Lease Agreement remains in full force and effect and is hereby ratified by the LESSOR and LESSEE. In the event of any conflict between the provisions of the Amended and Restated Lease Agreement, the First Amendment to the Amended and Restated Lease Agreement and this Second Amendment to the Amended and Restated Lease Agreement, the provisions of this Second Amendment to the Amended and Restated Lease Agreement will control.

6. If any one or more of the covenants set forth in this Amendment should be determined by a court of competent jurisdiction to be contrary to applicable law, such covenant shall be deemed and construed to be severable from the remaining covenants herein contained and shall in no way affect the validity of the remaining provisions of this Amendment.

7. All prior understandings of the Parties relating to the subject matter of this Amendment are set forth herein and no prior understandings or accommodations shall be given effect or shall be valid.

8. This Second Amendment to the Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be deemed to be an original; but such counterparts shall constitute one and the same instrument.

9. This Amendment shall be recorded by LESSEE, in the Broward County Public Records at the LESSEE's sole expense, within ten (10) days of the complete execution of this Amendment. LESSEE shall provide the Airport Manager with a copy of the recorded Amendment within ten (10) days after it is recorded.

AGREED AND CONSENTED TO

**LESSOR**

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By \_\_\_\_\_  
CHRISTOPHER J. LAGERBLOOM,  
ICMA-CM, City Manager

\_\_\_\_\_  
[Witness print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
DAVID R. SOLOMAN, City Clerk

Approved as to form:

\_\_\_\_\_  
SHARI C. WALLEN  
Assistant City Attorney

**LESSEE**

WITNESSES:

SHELTAIR EXECUTIVE SOUTH, LLC, a  
Florida Limited Liability Company

\_\_\_\_\_

By \_\_\_\_\_

Print Name: Gerald M. Holland

Title: Chief Executive Officer

\_\_\_\_\_  
[Witness print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness print name]

[COMPANY SEAL]

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Gerald M. Holland as Chief Executive Officer of Sheltair Executive South, LLC, a Florida limited liability company.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of  
Notary Public

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_