

FOURTH AMENDMENT TO LEASE AGREEMENT  
(PARCEL 18)

THIS IS A FOURTH AMENDMENT TO LEASE AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "Lessor,"

and

RLO, INC. an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc., hereinafter referred to as "Lessee."

Lessee leases certain property from Lessor known as Parcel 18 at Fort Lauderdale Executive Airport, under a Lease Agreement dated July 19, 1977, as amended (hereinafter "Lease Agreement"), and assigned to RLO, Inc. an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc., said Consent and Approval of Assignment dated January 22, 1988.

Pursuant to Resolution No. 99-150, adopted at its meeting of October 19, 1999, the City Commission authorized the proper City officials to enter into a Second Amendment to Lease Agreement to extend the term of the Lease Agreement to October 31, 2007.

Pursuant to Resolution No. 06-35, adopted at its meeting of March 21, 2006, the City Commission authorized the proper City officials to enter into a Third Amendment to Lease Agreement to extend the term of the Lease Agreement to October 31, 2012.

Lessee has requested amending the lease term for an additional two (2) months to December 31, 2012 in order to cure the current defaults, remove two fuel tanks and implement a remediation plan for the property.

Pursuant to Resolution No. \_\_\_\_\_, adopted at its meeting of \_\_\_\_\_, 2012, the City Commission authorized the City Manager to enter into this Fourth Amendment to Lease Agreement to extend the term of the Lease Agreement to December 31, 2012 conditioned upon payment of past due rent and late fees totaling \$50,865.97 as of October 16, 2012 plus late fees accrued at a rate of \$10.98 per day thereafter; prepayment of two months' rent totaling \$14,192.08; submittal of a remediation plan to Broward County, removal of the fuel tanks and remediation of

the site; and placement of funds in escrow equal to the cost of fuel tank removal and remediation.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated into this Fourth Amendment to Lease Agreement.

2. Paragraph 7 of the Lease Agreement entitled "Term" is amended to add the following paragraph:

The term of this lease shall be extended for an additional period of two (2) months commencing on November 1, 2012 and terminating December 31, 2012. This Lease may not be renewed for an additional lease term beyond December 31, 2012.

3. Paragraph 10(b) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

10(b). RENT

1. It is agreed that the rental payment as calculated on the 1st day of November 2012 ("Commencement Date") for the Term of this Fourth Amendment to Lease, November 1, 2012 – December 31, 2012, shall be \$14,192.08.

2. As consideration for this Fourth Amendment, it is agreed between Lessor and Lessee that: (a) Lessee shall pay to Lessor all past due rent and late fees totaling \$50,865.97 through October 16, 2012, plus late fees of \$10.98 per day thereafter, prior to the Commencement Date; (b) Lessee shall prepay to Lessor all two months' rent for the Term of this Fourth Amendment totaling \$14,192.08 prior to the Commencement Date; and (c) Lessee shall submit a fuel tank remediation plan to Broward County and place funds in escrow with the Attorney for Lessee equal to the cost of removing the fuel tanks and remediation, prior to the Commencement Date of this Fourth Amendment. Lessee's failure to comply with all the conditions as set forth above shall void this Fourth Amendment to Lease Agreement.

3. That this Fourth Amendment to Lease Agreement shall take effect upon final execution by both Parties.

4. That the remainder of the Lease Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

**CITY**

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

\_\_\_\_\_

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
JONDA K. JOSEPH  
City Clerk

Approved as to form:

\_\_\_\_\_  
DIANSJHAN WILLIAMS-PERSAD  
Assistant City Attorney

LESSEE

WITNESSES:

RLO, INC. an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc.

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Print Name/Title \_\_\_\_\_

Print Name

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Print Name/Title \_\_\_\_\_

Print Name

ATTEST:

(CORPORATE SEAL)

By \_\_\_\_\_

Secretary

Print Name \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, of RLO, INC., an Illinois corporation authorized to transact business in the State of Florida under the name Flight Operations, Inc. on behalf of the corporation, who provided \_\_\_\_\_ as identification or are personally known to me and did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped  
Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number