

**FOURTH AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT
FOR PARCEL NO. 5
AT THE FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT, made and entered into on this ____ 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

GERALD M. HOLLAND, in both his individual capacity and as a Trustee, whose address is 4860 NE 12th Avenue, Fort Lauderdale, Florida 33334 (hereinafter, "LESSEE")

WHEREAS, LESSOR and LESSEE are parties to the Lease dated December 21, 2004, as amended, (herein the "Lease"), which provides for the terms of the lease of Parcel 5 located at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale, Broward County; and

WHEREAS, on July 15, 2008, LESSOR and LESSEE entered into a First Amendment to the Amended and Restated Lease Agreement for Parcel 5 to correct a scrivener's error in the legal description for Parcel 5; and

WHEREAS, on May 17, 2011, LESSOR and LESSEE entered into a Second Amendment to the Amended and Restated Lease Agreement for Parcel 5 to permit the construction of an air traffic control tower and adjust the LESSOR's rent; and

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

WHEREAS, LESSEE is the CEO of Sheltair Executive South, LLC; and

WHEREAS, Sheltair Executive South, LLC 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 Parcel 5 to permit Sheltair Executive South, LLC, and its contractors, subcontractors, agents and employees to complete improvements on Parcel 5 at the Fort Lauderdale Executive Airport, in order to permit Sheltair Executive South, LLC 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 Fourth Amendment to the Amended and Restated Lease Agreement for Parcel 5 at the Fort Lauderdale Executive Airport.

2. Paragraph 38 of the Amended and Restated Lease Agreement is hereby amended to add the following:

(k) LESSEE shall permit Sheltair Executive South, LLC, a Florida Limited Liability Company (herein "Sheltair Executive South"), and its contractors, subcontractors, agents, and employees to enter Parcel 5 at all reasonable times to complete asphalt milling and repaving (herein "improvements") on Parcel 5 ("the Premises") at the expense of Sheltair Executive South. LESSEE shall permit Sheltair Executive South, its contractors, subcontractors, agents, and employees, access to Parcel 5 to make improvements to the Premises from the effective date of this amendment through and including April 30, 2022. Sheltair Executive South, 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. Sheltair Executive South 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 5. Sheltair

Executive South 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 Sheltair Executive South, or its contractors, subcontractors, agents, and employees, making improvements on Parcel 5. LESSOR shall not be liable for any damages to LESSEE or any damages to property on Parcel 5 resulting from Sheltair Executive South, or its contractors, subcontractors, agents, and employees bringing materials, supplies and equipment into or through the Premises. Sheltair Executive South shall be responsible for any and all damages to Parcel 5 or any other property at the Fort Lauderdale Executive Airport caused by or resulting from Sheltair Executive South, or its agents, employees, contractors, and subcontractors carrying out the improvements on Parcel 5. Sheltair Executive South 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 5, if those damages are caused by or are resulting from the actions of Sheltair Executive South, 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 Sheltair Executive South or its contractors, subcontractors, agents, and employees, on Parcel 5. 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 5. 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 Sheltair Executive South or its contractor, subcontractor, agent or employee on Parcel 5 shall comply with the Americans with Disabilities Act, as amended. Any work on Parcel 5 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, Sheltair Executive South, its contractor, subcontractor, agent, and employee are not permitted to perform the improvements on that date or time. All improvements on Parcel 5 must comply with all applicable state, federal, City, and local ordinances, statutes, building codes, fire codes, and regulations and rules.

3. 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 Amended and Restated Lease Agreement.

4. Except as specifically modified by the First Amendment to the Amended and Restated Lease Agreement, the Second Amendment to the Amended and Restated Lease Agreement, the Third Amendment to the Amended and Restated Lease Agreement, and this Fourth 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 Lease Agreement, the First Amendment to the Amended and Restated Lease Agreement, the Second Amendment to the Amended and Restated Lease Agreement, the Third Amendment to the Amended and Restated Lease Agreement, and this Fourth Amendment to the Amended and Restated Lease Agreement, the provisions of this Fourth Amendment to the Amended and Restated Lease Agreement will control.

5. 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.

6. 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.

7. This Fourth 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.

8. 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.

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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:

GERALD M. HOLLAND, in both his
individual capacity and as a Trustee

By _____

[Witness print name]

[Witness print name]

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, 20__, by Gerald M.
Holland, in both his individual capacity and as a Trustee.

(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 _____