

**SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT
FOR PARCEL 7B
AT THE FORT LAUDERDALE EXECUTIVE AIRPORT**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT, made and entered into on February 1, 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 12th Avenue, Fort Lauderdale, Florida 33334 (hereinafter, "LESSEE")

WHEREAS, LESSOR and LESSEE are parties to the Amended and Restated Lease Agreement dated April 8, 2020, (herein the "Lease"), which provides for the lease of Parcel 7B located at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale, Broward County, Florida; 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, in accordance with the terms of the Lease, as amended, LESSEE 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 Lease, as amended, LESSEE was required to complete all Phase 1 improvements by March 31, 2021 and expend a minimum of \$1,490,000.00 for all Phase 1 improvements; and

WHEREAS, LESSEE has made the required Phase 1 improvements, but has only expended \$416,385.00 instead of the \$1,490,000.00 required in the Lease, as amended; and

WHEREAS, LESSOR and LESSEE have agreed to amend the Lease to permit LESSEE to do improvements on Parcels 1B, 4, 5, and O at the Fort Lauderdale Executive

Airport, which are currently leased by LESSEE and affiliates of LESSEE in order to fulfill the improvement expenditure requirement in the Parcel 7B Lease, as amended; 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.

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. Paragraph 7 of the Amended and Restated Lease Agreement is hereby amended to add the following:

7. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:

...

(c) Improvements on Parcels 1B, 4, 5, and O. Lessee agrees to indemnify and hold the Lessor, its officers, employees, officials, contractors, volunteers, and agents harmless from and against any and all claims, investigation of claims, defenses of claims, lawsuits, liabilities, penalties, damages, settlements, judgments, decrees, charges, actions, causes of action, and costs, including all court costs, 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 on Parcels 1B, 4, 5, and O, for any bodily injury, loss of life or damages to personal or real property including damage to utilities sustained in, about or upon Parcels 1B, 4, 5, and O, or damages to the buildings and Improvements placed on them, or their appurtenances. Lessee shall further defend any action, complaint or proceeding brought

against Lessor, its officers, employees, officials, contractors, volunteers, and agents as the result of any matters above enumerated, at no cost or expense to Lessor, its officers, employees, officials, contractors, volunteers, and agents. Indemnity hereunder also includes costs, expenses, and attorney's fees incurred by Lessor in the event it must enforce the terms of this Agreement.

Lessee shall apply for and must obtain at its own expense all certificates, permits, licenses, and other authorizations from governmental bodies or authorities which are necessary to permit the construction of the improvements on Parcels 1B, 4, 5, and O. Lessee shall keep certificates, permits, licenses, and other authorizations in full force and effect at its own expense.

Lessee shall be responsible for any and all damages to Parcels 1B, 4, 5, and O or any other property at the Fort Lauderdale Executive Airport caused by Lessee, its agents, employees, contractors, subcontractors, or invitees, including but not limited to, damages to terminal areas, ramps and Taxiway areas, engine run-up areas, Runways, hangar facilities and any and all areas where activities are performed or areas utilized by Lessee, or its agents, employees, contractors or subcontractors.

All improvements conducted by Lessee or its contractor, subcontractor, agent or employee on Parcels 1B, 4, 5, and O shall comply with the Americans with Disabilities Act, as amended. Any work on Parcels 1B, 4, 5, and O 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, or employee are not permitted to perform the improvements on that date or time. All improvements on Parcels 1B, 4, 5, and O must comply with all applicable state, federal, City, and local ordinances, statutes, building codes, fire codes, and regulations and rules.

Lessee agrees to indemnify and hold Lessor, its officers, employees, officials, contractors, volunteers, and agents harmless from any claim of lien by any contractor, sub-contractor, materialman or any other Person, firm, entity, or corporation, and Lessee further agrees to hold the Lessor, its officers, employees, officials, contractors, volunteers, and agents harmless and to indemnify the Lessor, its officers, employees, officials, contractors, volunteers, and agents, for all costs, including costs of defenses, attorneys' fees and other expenses, in connection with any claim of whatsoever kind, whenever the same may be presented, arising out of the construction of any improvements or the making of any alterations whatsoever on Parcels 1B, 4, 5, and O.

...

4. Paragraph 21(c)(1) of the Amended and Restated Lease Agreement is hereby amended as follows:

(c) Default in Improvements. The following actions shall constitute default of the Improvements that Lessee is required to make in accordance with this Amended and Restated Lease and notwithstanding any other provisions herein, if any of the following actions occur, the Lessor may terminate the Amended and Restated Lease subject to the provisions of subsection 21(d) below:

(1) Phase 1. If Lessee fails to provide Lessor with evidence that is satisfactory to Lessor that Lessee performed all of the Phase 1 Improvements in accordance with Exhibit "B" attached or if Lessee has failed to provide evidence that is reasonably satisfactory to Lessor by March 31, 2021, that Lessee has expended a minimum of ~~One Million Four Hundred and Ninety Thousand Dollars (\$1,490,000.00)~~ Four Hundred and Sixteen Thousand Three Hundred and Eighty Five Dollars (\$416,385) for Phase 1 Improvements (as referenced in Exhibit "B" attached hereto).

5. Exhibit "B" of the Amended and Restated Lease Agreement is hereby amended as follows:

EXHIBIT "B"
IMPROVEMENTS FOR PARCEL 7B

The Lessee shall perform the following improvements on Parcel 7B at the Fort Lauderdale Executive Airport in accordance with the improvement requirements and schedule below:

Lessee Must Perform the Following Improvements	Minimum Amount That Must Be Expended on Improvements	Phase	Improvements Must Be Completed on or Before the Following Dates
Replace existing ramp with new asphalt	\$1,300,000.00	1	March 31, 2021
Parking Area curb repairs, seal coating, and parking striping		1	March 31, 2021
LED Exterior Lighting Retrofit		1	March 31, 2021
Landscape Improvements		1	March 31, 2021

	<u>The total for all Phase 1 Expenditures must be no less than \$416,385.00.</u>		
Hangar 54- 2665 NW 56 th Street - Roof Replacement	\$55,000.00	2	January 31, 2022
Hangar 54- 2665 NW 56 th Street - Gutter Replacement	\$20,000.00	2	January 31, 2022
Hangar 54- 2665 NW 56 th Street - Hangar Door Replacement	\$30,000.00	2	January 31, 2022
Hangar 51- 2675 NW 56 th Street - Roof Replacement	\$65,000.00	3	January 31, 2023
Hangar 51- 2675 NW 56 th Street - Gutter Replacement	\$25,000.00	3	January 31, 2023
Hangar 51- 2675 NW 56 th Street - Hangar Door Replacement	\$35,000.00	3	January 31, 2023
Hangar 52- 2685 NW 56 th Street - Roof Replacement	\$68,250.00	4	January 31, 2024
Hangar 52-2685 NW 56 th Street - Gutter Replacement	\$26,250.00	4	January 31, 2024
Hangar 52- 2685 NW 56 th Street - Hangar Door Replacement	\$36,750.00	4	January 31, 2024
Hangar 53- 2695 NW 56 th Street Roof Replacement	\$71,665.00	5	January 31, 2025
Hangar 53-2695 NW 56 th Street Gutter Replacement	\$27,565.00	5	January 31, 2025
Hangar 53- 2695 NW 56 th Street Hangar Door Replacement	\$38,587.50	5	January 31, 2025
Exterior Painting and Waterproofing of all hangars		6	January 31, 2026

The following Table is hereby added to Exhibit "B" of the Amended and Restated Lease Agreement:

The LESSEE shall perform the following improvements at its own expense listed below on Parcels 1B, 4, 5, and O at the Fort Lauderdale Executive Airport in accordance with the schedule and expenditure requirements below:

Parcel	Improvements that Must Be Completed	Improvements Must Be Completed on or Before the Following Dates	Minimum Amount That Must Be Expended on Improvements

O	Asphalt Milling and Repaving	April 30, 2022	\$107,431.98
1B	Asphalt Milling and Repaving	April 30, 2022	\$423,989.33
4	Asphalt Milling and Repaving	April 30, 2022	\$40,816.22
5	Asphalt Milling and Repaving	April 30, 2022	\$528,865.20

6. LESSEE shall immediately be in default under the Amended and Restated Lease Agreement for Parcel 7B, as amended, if LESSEE fails to comply with any of the terms of this Second Amendment to the Amended and Restated Lease Agreement.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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:

Ahlan
Aimee Hlav
[Witness print name]
B. McClay
Rebecca McClay
[Witness print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By [Signature]
CHRISTOPHER J. LAGERBLOOM,
ICMA-CM, City Manager

ATTEST:

[Signature]
DAVID R. SOLOMAN, City Clerk

Approved as to form:


[Signature]
SHARI C. WALLEN
Assistant City Attorney



LESSEE

WITNESSES:

SHELTAIR EXECUTIVE SOUTH, LLC, a
Florida Limited Liability Company



Nicole Rivera
[Witness print name]



Lori Canadio
[Witness print name]

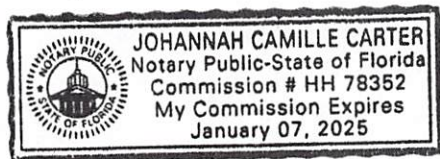
By: 
Gerald M. Holland
Chief Executive Officer

[COMPANY SEAL]

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of FEBRUARY, 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 FLORIDA

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 3/1/2022

11 3/4/2022

DOCUMENT TITLE: SHELTAIR EXECUTIVE SOUTH, LLC – SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT FOR PARCEL 7B

COMM. MTG. DATE: 2/1/2022 CAM #: 22-0057 ITEM #: CR-2 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Received from Sheltair on 2/28/2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/3/22

Shari C. Wallen
Attorney's Name

SCW/SJ
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 3/3/2022

4) City Manager's Office: CMO LOG #: Mar-10 Document received from: 3322

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 3-4-22

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 3/4/2022

7) CAO forwards 1 originals to CCO Date: _____ (PLEASE SCAN IN COLOR)

8) City Clerk: Scan original and forwards 1 originals to: L. Blanco/FXE/Ext. 5334

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO