

AMENDMENT NO. 2  
to the  
BUILDING LEASE AGREEMENT  
between  
BROWARD COUNTY  
and  
DELTA AIR LINES, INC.

This AMENDMENT NO. 2 to the BUILDING LEASE AGREEMENT ("Amendment No. 2"), is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns (hereinafter referred to as "County"), through its Board of County Commissioners,

and

DELTA AIR LINES, INC., a Delaware corporation authorized to do business in the State of Florida, its successors and assigns (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, County and Lessee entered into a Building Lease on February 26, 2008 with respect to premises at the Fort Lauderdale-Hollywood International Airport, which Building Lease was amended by Amendment No. 1, effective March 1, 2010 (such Building Lease as amended by Amendment No. 1 and this Amendment No. 2, shall together hereinafter be referred to as "Agreement"); and

WHEREAS, the Airport Expansion Program required the relocation of Gate 100, which results in the boundaries of the Premises being revised and increased by 7,077 square feet; and

WHEREAS, County and Lessee desire to extend the term of the Lease; and

WHEREAS, the parties desire to further amend the Agreement as hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Lessee agree to the following terms and conditions:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.
2. The effective date of this Amendment No. 2 shall be March 1, 2013 ("Amendment No. 2 Effective Date").
3. The 7,077 square feet of additional leased Premises, as set forth in **Exhibit A-1**, attached hereto, shall be added to the leased Premises on the Amendment No. 2 Effective Date, and the rentals payable hereunder, shall be adjusted accordingly on such date.
4. **Exhibit A**, of the Agreement, is hereby replaced in its entirety by **Exhibit A-1**, attached hereto, which depicts all of Lessee's Premises on the Amendment No. 2 Effective Date, and every reference in the Agreement to **Exhibit A** shall be deemed to refer to **Exhibit A-1**.
5. Section 2, LETTING, Section 2(a) of the Agreement is hereby amended as follows:
  - (a) The County hereby lets to Lessee and Lessee hereby hires and takes from the County, the "Premises" as herein above defined in Section 1. The Premises shall be used solely for the purposes as described in Section 5 hereof and for no other purposes. **The parties acknowledge and agree that the Premises shall not have any access to the runways or taxiways at the Airport and this is a non-airside, non-aeronautical Lease.**
6. Section 3, TERM, Section 3(a) of the Agreement is hereby amended as follows:
  - (a) The term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of the fifth tenth (10<sup>th</sup>) Lease Year of this Agreement ("Termination Date"), unless sooner terminated as provided herein. This Agreement may be terminated upon 180 days notice by either party to the other with or without cause. The Director of Aviation is authorized to give termination on behalf of the County.
7. Section 7, CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS, is hereby amended as follows:

...

  - (c)(1)A.1. Workers' Compensation Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable

federal laws. In addition, the policy must include: Employers' Liability insurance shall be provided with a limit of ~~One Hundred Thousand Dollars (\$100,000.00)~~ Five Hundred Thousand Dollars (\$500,000.00) each accident.

...

- (c)(1)B. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. The Commercial General Liability policy shall specifically protect County ~~and the Commission by naming County and the Broward County Board of County Commissioners~~ by naming Broward County as additional insured.

...

8. Section 12 of the Agreement, INSURANCE REQUIREMENTS-LESSEE, is hereby amended as follows:

...

- (a) In order to insure the indemnification obligation contained in Section 14, Lessee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in the subparagraphs below, in accordance with the terms and conditions required by this Section 12. Such policy or policies ~~shall be without any deductible amount (except as may be expressly authorized herein),~~ and shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Lessee shall specifically protect County ~~and the Broward County Board of County Commissioners by naming County and the Broward County Board of County Commissioners~~ by naming Broward County as additional insureds under the Property Damage Insurance, Airport Liability or Commercial General Liability Policy and all environmental and impairment policies only.

...

- (c) Airport Liability or Commercial General Liability Insurance shall be provided to protect against bodily injury liability and property damage in an aggregate amount of not less than ~~One Million Dollars (\$1,000,000.00) per occurrence, combined single limit~~ Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit and Five Million

Dollars (\$5,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premise and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Agreement.

...

- (d) Business Automobile Liability Insurance shall be provided in an amount not less than ~~Five Hundred Thousand Dollars (\$500,000.00)~~ One Million Dollars (\$1,000,000.00) for all non-airside circulation and Five Million Dollars (\$5,000,000.00) for all airside circulation per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

...

- (g) Workers' Compensation and Employer's Liability Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of ~~One Hundred Thousand Dollars (\$100,000)~~ Five Hundred Thousand Dollars (\$500,000.00) each accident.

...

9. Lessee acknowledges that County and the Florida Department of Environmental Protection are finalizing a Declaration of Restrictive Covenants ("DORC"), which document places certain restrictions and obligations on the leased Premises and the permitted uses thereof. Lessee further acknowledges and understands that the DORC may be completed and recorded during the Term of the Agreement. Upon the completion and recordation of the DORC and receipt of a copy of same from County, Lessee covenants to comply with all provisions therein. During the Term of the Agreement, County shall perform the annual inspections of the Premises, as required under the terms of the DORC. Lessee shall participate in each annual inspection performed and cooperate with County to insure that the inspections are completed.
10. The Lessee acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement, as amended, and it has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

11. In the event of any conflict or ambiguity between this Amendment No. 2 and the Agreement, the parties hereto hereby agree that this document shall control.
12. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
13. This document 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 of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
14. Preparation of the Agreement, as amended, has been a joint effort of Lessee and County 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.
15. No modification, amendment or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document and executed by the parties hereto.
16. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
17. In the event the Agreement, as amended, or a portion of the Agreement, as amended, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate the Agreement. The election to terminate the Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
18. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
19. This Amendment No. 2 may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 2 to the Building Lease Agreement: 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 \_\_\_\_\_, 2014, and DELTA AIR LINES, INC., signing by and through its representatives, duly authorized to execute same.

COUNTY

ATTEST:

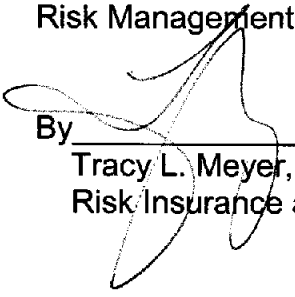
BROWARD COUNTY, by and through  
its Board of County Commissioners

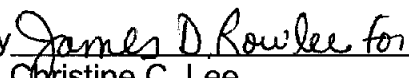
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2014

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45 Street, Suite 101  
Dania Beach, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  3.20.14  
\_\_\_\_\_  
Tracy L. Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

By  for 3/20/14  
\_\_\_\_\_  
Christine C. Lee (Date)  
Senior Assistant County Attorney

CCL/lg  
Delta Air Lines, Inc. Amendment No. 2  
Building Lease Agreement  
01/08/13  
#14-071.41

AMENDMENT NO. 2 TO THE BUILDING LEASE AGREEMENT BETWEEN  
BROWARD COUNTY AND DELTA AIR LINES, INC.

LESSEE

ATTEST:

DELTA AIR LINES, INC.

*Asst.* Jan M Davidson  
Secretary  
Jan M. Davidson  
Assistant Secretary

By: 

Title: James M Masoero  
**General Manager, Corporate Real Estate**

(CORPORATE SEAL)

17 day of MARCH, 2014

WITNESS:

