

FIFTH AMENDMENT
to the
SIGNATORY TERMINAL BUILDING LEASEE AGREEMENT
Between
BROWARD COUNTY
and
SPIRIT AIRLINES, INC.

This FIFTH AMENDMENT to the SIGNATORY TERMINAL BUILDING LEASE AGREEMENT ("Fifth Amendment") 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 SPIRIT AIRLINES, INC., a Delaware corporation, authorized to do business in the State of Florida, hereinafter referred to as "Airline".

WITNESSETH:

WHEREAS, County and Airline (collectively, the "parties") entered into a Signatory Terminal Building Lease Agreement ("TBLA") commencing on October 1, 2011, such agreement, as amended, and now this Fifth Amendment, shall collectively be referred to as "Agreement", with respect to premises at Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, on September 27, 2012 the County approved the Second Amendment to the Agreement which authorized the reimbursement of expenses incurred by Airline for the establishment of an Airline Liaison Office (ALO) Consultant to support the development and activation of the new Concourse G in Terminal 4 and coordinate the interests of all Signatory Airlines operating at the Fort Lauderdale-Hollywood International Airport (FLL). The ALO function is intended to provide a common point of contact for the Airport and the Airlines, in order to facilitate the constructive working relationship necessary to address many of the complex operation and integration issues in the development and activation of Concourse G.

WHEREAS, the Second Amendment provided that County will reimburse Airline for approved costs incurred between June 1, 2012 and December 31, 2017, in an amount not to exceed \$3,208,085. These expenses were approved by all Signatory Airlines at FLL and will be paid from the Terminal 4 Gate Replacement Project budget.

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth to extend the term one year and to add \$250,000 additional funding;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, County and Airline hereby agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.
2. Paragraph 4 of the Second Amendment is amended as follows:

County shall reimburse Airline for the "Cost of Services" (as hereinafter defined), which have been reviewed and approved by the Aviation Department and which costs have been incurred between June 1, 2012 and December 31, ~~2017~~2018, ("Reimbursement Period"). In no event shall the maximum aggregate amount reimbursed to Airline for the Cost of Services exceed ~~\$3,208,085.00~~ \$3,458,085.00.
3. In the event of any conflict or ambiguity between this amendment and the Agreement, the parties hereto hereby agree that this document shall control.
4. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
5. 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.
6. Preparation of the Agreement, as amended, has been a joint effort of Airline 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.
7. 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.
8. Except as modified herein, all terms and conditions of the Agreement shall

remain in full force and effect.

9. 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.
10. This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this FIFTH AMENDMENT to the Signatory Terminal Building Lease Agreement: BROWARD COUNTY, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2017 and SPIRIT AIRLINES, INC. signing by and through its representatives duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

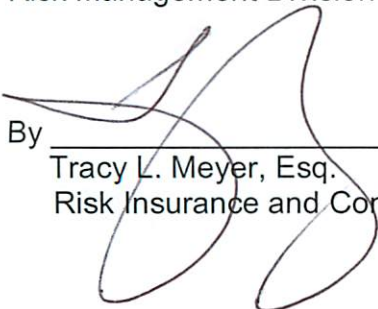
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward
County, Florida

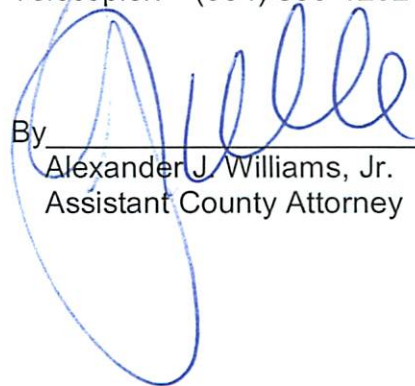
By _____
Mayor

____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33313
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  _____ 10-30-17
Tracy L. Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  _____ 10/31/17
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

AJW/
5th Amendment to STBLA – Spirit Airlines
10/12/2017
#16-071-04

FIFTH AMENDMENT TO THE SIGNATORY TERMINAL BUILDING LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND SPIRIT AIRLINES, INC.

AIRLINE

ATTEST:

SPIRIT AIRLINES, INC.

Secretary

By: *Scott Haraldson*

Print: Scott Haraldson

Title: VP Finance & Real Estate

(CORPORATE SEAL)

21th day of October, 2017

WITNESS:

C.W. Sandifer

