

**MUTUAL TERMINATION
OF SUBLEASE AGREEMENT**

THIS MUTUAL TERMINATION OF SUBLEASE AGREEMENT ("Mutual Termination") is entered into by and among BROWARD COUNTY, a political subdivision of the State of Florida ("County"), EMBRAER AIRCRAFT HOLDING, INC, a Delaware corporation authorized to do business in the State of Florida ("Lessee"), and H. AVIATION, INC., a Florida corporation ("Sublessee"), joined by H. Wayne Huizenga, ("Guarantor"):

WITNESSETH:

WHEREAS, County and Lessee entered into that certain Lease Agreement dated April 17, 1990, as amended (collectively, the "Lease Agreement"); and

WHEREAS, on May 13, 1997, the County approved a Consent to Sublease, Attornment and Nondisturbance Agreement ("Sublease Agreement") among the County, Lessee and Sublessee, covering 10.773 acres of the leased premises for the construction of hangars and an aircraft ramp by Sublessee;

WHEREAS, the Guarantor executed that certain Unconditional Guaranty of Sublease, in favor of Lessee, dated November 29, 1995, as amended by the First Amendment to Unconditional Guaranty (collectively, the "Guaranty").

WHEREAS, the parties desire to terminate the Sublease Agreement and the Guaranty, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Lessee agree as follows:

1. The recitals set forth above are true and accurate and are incorporated herein by reference.
2. Notwithstanding anything to the contrary set forth in the Sublease Agreement, the Sublease Agreement and the Guaranty shall be terminated pursuant to this Mutual Termination which shall be effective on that date which the Broward County Board of County Commissioners ("Board") approves and executes Amendment No. 5 to Lease Agreement ("Effective Date").
3. In the event Amendment No. 5 to the Lease Agreement is not approved by the Board simultaneously with the approval of this Mutual Termination by the County, said Mutual Termination shall be null and void.

4. The Lessee, Sublessee and Guarantor acknowledge that, through the date hereof, they have no claims against County with respect to any of the matters covered by the Lease Agreement or the Guaranty, as applicable, and it has no right of set-off or counterclaims against any of the amounts payable under the Lease Agreement.
5. In the event of any conflict or ambiguity between this Mutual Termination and the Prior Lease Agreement or the Guaranty, the parties hereto hereby agree that this document shall control. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
6. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained herein. It is agreed that no modification, extension, amendment or alteration in the terms or conditions of this Mutual Termination shall be effective unless contained in a written document executed by the parties hereto.
7. This Mutual Termination may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Mutual Termination on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signed by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 2017, and _____, signed by and through its _____, 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
____ day of _____, 20__

By _____
Mayor

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

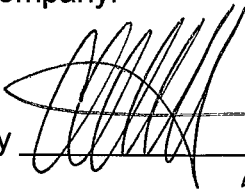
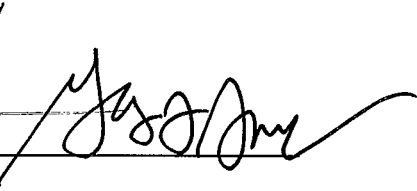
By Nancy Rubin 11/13/17
Nancy Rubin (Date)
Assistant County Attorney

By [Signature]
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

MUTUAL TERMINATION OF AGREEMENT BETWEEN BROWARD COUNTY AND

LESSEE

Company:

By  


Christopher Appleton
Chief Financial Officer

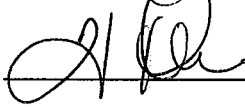
GARY J. SPULAK
PRESIDENT

Title: _____

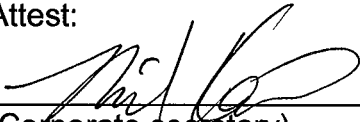
13 day of November, 2011.

WITNESSES:





Attest:



(Corporate secretary)

(CORPORATE SEAL)



MUTUAL TERMINATION OF AGREEMENT BETWEEN BROWARD COUNTY AND

SUBLESSEE

H. AVIATION, INC.,
a Florida corporation

WITNESSES:

Alena Lingood

Valerie Hinkell

By *[Signature]*

Title: *Vice President*

_____ day of _____, 20__.

Attest:

[Signature]

(Corporate secretary)
CRIS V BRANDEN

(CORPORATE SEAL)

MUTUAL TERMINATION OF AGREEMENT BETWEEN BROWARD COUNTY AND

Joined by Guarantor:

H. WAYNE HUIZENGA

WITNESSES:

Elena Lingood
Valerie Hinkell

H. Wayne Huizenga
H. Wayne Huizenga

_____ day of _____, 20__.

Attest:

(CORPORATE SEAL)

(Corporate secretary)