

SEVENTH AMENDMENT TO THE SIGNATORY TERMINAL BUILDING LEASE AGREEMENT

This Seventh Amendment ("Seventh Amendment") to the Signatory Terminal Building Lease Agreement is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Spirit Airlines, Inc., a Delaware corporation authorized to do business in the State of Florida ("Airline") (collectively, the "Parties"), and is effective as of the date of execution by the latter party executing this Seventh Amendment.

RECITALS:

A. The Parties entered into a Signatory Terminal Building Lease Agreement ("TBLA") commencing on October 1, 2011 (as amended, the "Agreement"), with respect to premises at the Fort Lauderdale-Hollywood International Airport ("FLL").

B. On September 27, 2012, the Parties entered into a Second Amendment to the TBLA that authorized the reimbursement of expenses incurred by Airline for the establishment of an Airline Liaison Office 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 FLL.

C. The Second Amendment originally provided that County would reimburse Airline for approved costs incurred between June 1, 2012, and December 31, 2017, in an amount not to exceed Three Million Two Hundred Eight Thousand Eight-Five Dollars (\$3,208,085), but was amended by the Fifth Amendment to extend the reimbursement period through December 31, 2018, and to increase the maximum reimbursement amount to Three Million Four Hundred Fifty-Eight Thousand Eighty-Five Dollars (\$3,458,085).

D. The Parties seek to amend the Agreement to further extend the reimbursement period through March 31, 2020, and to further increase the maximum reimbursement amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. Throughout this Seventh Amendment, stricken-through language indicates deletions, and underlined language (except for the title) indicates additions.

3. 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, 2018~~, March 31, 2020

("Reimbursement Period"). In no event shall the maximum aggregate amount reimbursed to Airline for the Cost of Services exceed ~~Three Million Four Hundred Fifty-Eight Thousand Eighty-Five Dollars (\$3,458,085.00)~~ Four Million Sixty-Seven Thousand Four Hundred Seventy-Five Dollars (\$4,067,475.00).

4. Airline acknowledges that, through the effective date of this Seventh Amendment, it has no claims against County with respect to any of the matters covered by the Agreement.

5. The Agreement, including as amended in this Seventh Amendment, 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 hereof that are not contained in the Agreement, including as amended in this Seventh Amendment. 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 this Seventh Amendment has been a joint effort of the Parties, 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. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. This Seventh Amendment may be executed in multiple originals and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Seventh Amendment: 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 _____, 2018, and Spirit Airlines, Inc., signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

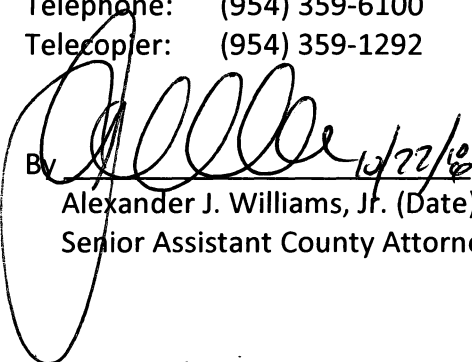
BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  10/22/18
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

AJW/
7th Amendment to STBLA – Spirit Airlines
10/11/2018
#16-071-04; #386655.1

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

LESSEE

WITNESSES:



Signature

Carlos Aponte Hernandez
Print Name of Witness above



Signature

ANTONY TAM
Print Name of Witness above

SPIRIT AIRLINES, INC.


By: 

Authorized Signor

C.W. Sanchez Sr. Director CRE
Print Name and Title

19 day of oct, 2018

ATTEST:



Corporate Secretary or other person
authorized to attest

Meisha Smith
Sr. Director + Legal Counsel +
Asst. Secretary.
(CORPORATE SEAL OR NOTARY)

