

**This Instrument Prepared by:**

Mitch Moore  
King & Spalding  
1100 Louisiana, Suite 4100  
Houston, Texas 77002-5213

**SECOND AMENDMENT TO FIFTH AMENDMENT AND COMPLETE RESTATEMENT OF  
AGREEMENT OF LEASE**

THIS SECOND AMENDMENT TO FIFTH AMENDMENT AND COMPLETE RESTATEMENT OF AGREEMENT OF LEASE (this "**Second Amendment**") is made and entered into effective as of January 26, 2023 (the "**Effective Date**") by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("**County**"), with a mailing address of c/o Airport Manager, Witham Field (SUA), 2011 Southeast Airport Road, Stuart, Florida 34996, and **APP STUART FBO, LLC**, a Delaware limited liability company registered to do business in the State of Florida, d/b/a APP Jet Center, ("**Lessee**"), with a mailing address of 2240 S. E. Witham Field Drive, Stuart, Florida 34996.

**WITNESSETH**

WHEREAS, County and Lessee entered into that certain Fifth Amendment and Complete Restatement of Agreement of Lease dated November 14, 2017, as amended by that certain First Amendment to Fifth Amendment and Complete Restatement of Agreement of Lease (as amended, the "**Lease**"), as evidenced by that certain Memorandum of Lease, dated April 22, 2022 (the "**Memorandum**"), pursuant to which Lease the County leased to Lessee certain real property in Martin County, Florida, as more particularly described in Exhibit "A" attached to both the Lease and the Memorandum (the "**Premises**");

WHEREAS, County and Lessee desire to amend the Lease and the Memorandum to correct scrivener's errors in Exhibit "A" attached to the Lease and Memorandum;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Lessee agree to amend, and do hereby amend, the Lease and Memorandum, as follows:

1. **Legal Description of Premises.** The legal description of the Premises is hereby amended by deleting Exhibit "A" to the Lease and Memorandum in its entirety and replacing it with the attached **Exhibit "A."**

2. **Miscellaneous.**

(a) **Amendment to Lease.** The parties hereto acknowledge and agree that the Lease has not been amended or modified in any respect, other than by this Second Amendment, and there are no other agreements of any kind currently in force and effect between the parties with respect to the Premises.

(b) Counterparts. For the convenience of the parties hereto any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile or .PDF transmission of an executed counterpart of this Second Amendment shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile or .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this Second Amendment.

(c) Entire Agreement. The Lease and this Second Amendment set forth all covenants, agreements and understandings among the parties hereto with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto except as set forth in the Lease and this Second Amendment.

(d) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Lease, as amended, remain unchanged and continue to be in full force and effect.

(e) Conflicts. The terms of this Second Amendment shall control over any conflicts between the terms of the Lease and the terms of this Second Amendment.

(f) Authority of Lessee. Lessee warrants and represents unto County that (i) Lessee has full right and authority to execute, deliver and perform this Second Amendment; and (ii) the person executing this Second Amendment was authorized to do so.

(g) Capitalized Terms. Capitalized terms not defined herein shall have the same meanings attached to such terms under the Lease.

(h) Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(i) Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of Florida.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement of Lease on the respective dates under each signature: MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2023, and APP STUART FBO, LLC, signing by and through its Authorized Signatory, duly authorized to execute same.

ATTEST:

**MARTIN COUNTY:**

\_\_\_\_\_  
Carolyn Timmann  
Clerk of the Circuit Court  
and Comptroller


\_\_\_\_\_  
Edward V. Ciampi  
Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Sarah W. Woods  
County Attorney


**LESSEE:**

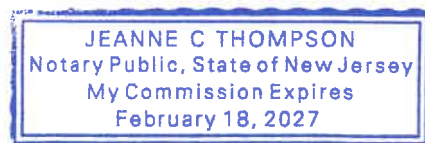
**APP STUART FBO, LLC,**  
a Delaware limited liability company

By:   
Name: Ryan Stewart  
Title: Authorized Signatory

STATE OF New Jersey )  
COUNTY OF Bergen ) ss:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2023, by means of [ ] physical presence or [X] online notarization by Ryan Stewart, as Authorized Signatory of APP STUART FBO, LLC, a Delaware limited liability company, on behalf of said limited liability company. He [X] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Serial No.: \_\_\_\_\_



## **EXHIBIT A**

### **Legal Description of Premises**

A parcel of land lying in Sections 10 and 15, Township 38 South, Range 41 East, and a portion of Golden Gate Park, according to the Plat thereof, as recorded in Plat Book 1, Page 50 Martin County, Florida, a Re-Plat of a portion of the Hanson Grant as recorded in Plat Book 1, Page 11, Palm Beach (now Martin) County, Florida said parcel of land being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence S 89°53'48" E along the South line of said Section a distance of 2544.15 feet to the intersection with the Northeasterly line of the Airport Out Parcel and the Martin County Airport jurisdictional line per approved boundary by GCY Inc. dated September 12, 2013 as recorded in Map Book 1, Page 1, Martin County, Florida Public Record;

Thence S 42°00'18" E a distance of 340.29 feet to the Southeasterly corner of said Airport Out Parcel;

Thence continue S 42°00'18" E on the Southeasterly projection of said Northeasterly line of the Airport Out Parcel a distance of 245.08 feet to the Point of Beginning;

Thence N 34°45'09" E a distance of 662.68 feet; thence S 64°55'54" E a distance of 228.93 feet;

Thence N 25°09'46" E a distance of 1085.77 feet (Point of Beginning of additional parcel by third lease amendment dated September 17, 2002, the following 3 courses are along said additional parcel);

Thence N 25°09'46" E a distance of 133.42 feet; thence S 50°09'49" E a distance of 310.11 feet;

Thence S 25°09'46" W a distance of 27.33 feet to the point of intersection with the original lease description;

Thence S 25°09'46" W a distance of 1152.60 feet; thence S 64°55'54" E a distance of 131.00 feet;

Thence S 32°26'39" W a distance of 729.81 feet to the intersection with a non-tangent curve concave to the Southwest having a radius of 915.00 feet, and a central angle of 22°38'05";

Thence Northwesterly along the arc of said curve a distance of 361.47 feet said curve subtended by a chord bearing of N 56°00'09" W a distance of 359.12 feet to the point of tangency;

Thence N 67°21'25" W a distance of 334.90 feet; thence N 34°45'09" E a distance of 69.76 feet to the Point of Beginning.

Containing 19.236 acres more or less.