

MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT ("Mutual Termination Agreement") is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County") and UNITED AIR LINES, INC., a Delaware Corporation authorized to do business in the State of Florida ("Lessee").

WITNESSETH:

WHEREAS, County and Lessee entered into that certain Airline-Airport Lease and Use Agreement, dated April 5, 1983, as amended by Amendments #1 through #7 thereto ("Signatory Agreement"), and that certain Fuel System Lease, dated December 22, 1987, as amended by Amendment #1 thereto ("Fuel Lease"); and

WHEREAS, the Signatory Agreement and the Fuel Lease are collectively called, the "Agreements"; and

WHEREAS, the parties desire to terminate the Agreements described above, subject to the terms and conditions set forth herein; and

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. This Mutual Termination Agreement shall be effective on the date the Broward County Board of County Commissioners ("Commission") approves this agreement.
2. The parties hereby agree that the Agreements shall be terminated as provided herein. Notwithstanding anything to the contrary set forth in the Agreements, the Agreements shall be terminated effective on the date ("Termination Date") that the Lessee shall have completed (i) the restoration of the ticket counters assigned to the Lessee under the Signatory Agreement to the satisfaction of the Broward County Aviation Department ("BCAD") pursuant to the architectural specifications outlined in **Exhibit A**, attached hereto and made a part hereof, "Giuliani Associates, UA FLL Ticket Counter Restoration," and (ii) when the Lessee shall have conveyed title to the "Jet Bridge" (hereinafter defined) to County pursuant to a Bill of Sale acceptable to the Office of County Attorney and Lessee shall also have made a one-time payment in the amount of Thirteen Thousand Two Hundred Dollars (\$13,200.00) to the County for the County's removal of the jet bridge at gate F-6 ("Jet Bridge") located at Fort Lauderdale-Hollywood International Airport. The Lessee shall not commence performance of the work described by this Paragraph 2 and tender said bill of sale and payment, until the Commission has approved this Mutual Termination Agreement. Once Lessee has performed all work and other requirements set forth in

subparagraphs (i) and (ii) preceding, the Lessee shall give written notice to the Broward County Aviation Department, Attention: Director of Aviation, 100 Aviation Boulevard, Fort Lauderdale, FL 33315. Once BCAD receives the written notice from Lessee and is satisfied that the requirements of this Paragraph 2 have been satisfied, the parties shall sign a mutual written acknowledgement of the actual Termination Date. The Director of Aviation of BCAD is authorized to sign the written acknowledgment of the Termination Date on behalf of the County.

3. It is agreed by the parties that any provisions in the Agreements regarding notice of termination are hereby waived by the parties hereto. The termination of the Agreements on the agreed Termination Date shall not relieve the parties of any liabilities or obligations under the Agreements which shall have accrued prior to the Termination Date. Any payments required, incurred or due under the Agreements through and including the Termination Date shall be paid to County promptly by Lessee upon invoice therefore.
4. The Lessee acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreements and it has no right of set-off or counterclaims against any of the amounts payable under the Agreements.
5. In the event of any conflict or ambiguity between this Mutual Termination Agreement and the Agreements, the parties hereto hereby agree that this document shall control. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreements. 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 Agreement shall be effective unless contained in a written document executed by the parties hereto. This Mutual Termination Agreement 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 Mutual Termination Agreement on the respective dates under each signature: 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 _____, 20__, and UNITED AIR LINES, INC., signing by and through its duly authorized representative.

**MUTUAL TERMINATION AGREEMENT BETWEEN BROWARD COUNTY
AND UNITED AIR LINES, INC.**

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as
the Ex Officio Clerk of the
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20__.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Room 423
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-7641

By [Signature]
for Christine C. Lee
Senior Assistant County Attorney

LESSEE

UNITED AIR LINES, INC.

By [Signature]
Christopher D. Johnson
Managing Director
Title: Corporate Real Estate

29 day of December, 2001.

(CORPORATE SEAL)

WITNESSES:

[Signature]
[Signature]

Attest:

[Signature]
(Corporate Secretary)
Christine S. Grawemeyer