

FIRST AMENDMENT TO LEASE AGREEMENT
(PARCELS 8-CE, 10-AB and 11-ABCD)

THIS IS A FIRST AMENDMENT TO THE LEASE AGREEMENT, entered into on this 6th day of October, 2020, by and between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of Florida, referred to as "Lessor", whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301

And

LYNX FBO FORT LAUDERDALE, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, referred to as "Lessee," whose principal address is 2450 Louisiana Street, Suite 400, # 516, Houston, TX 77006

WHEREAS, pursuant to Resolution No. 19-01, adopted at its meeting of January 8, 2019 the City Commission of City authorized the City Manager to approve and execute a Lease Agreement with Lessee for the lease of Parcels 8-CE, 10-ABCD and 11-ABC (collectively "the Premises") at Fort Lauderdale Executive Airport (hereinafter "Airport"); and

WHEREAS, Lessor has jurisdiction over the development, operation and maintenance of the Airport; and

WHEREAS, Lessor and Lessee wish to amend the existing Lease Agreement to eliminate Parcels 10C and 10D and add Parcel 11D to the Premises, and adjust the completion time for Phase 2, eliminate the work required in existing Phase 3, and revise the work required for existing Phases 4 and 5 and incorporate such work into new Phases 3 and 4; and

WHEREAS, pursuant to Resolution No. _____ adopted at its meeting on October 6, 2020, the City Commission of the City of Fort Lauderdale, authorized the City Manager to enter into this First Amendment to the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Lessor and Lessee agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 1 of the Lease Agreement is deleted and replaced with the following:
PREMISES. Lessor desires to lease to Lessee certain property at Fort Lauderdale Executive Airport, situated in Fort Lauderdale, Broward County, Florida, known as Parcels 8-CE, 10-AB and 11-ABCD (the "Premises"), more particularly described in and shown on the sketch and legal description identified as Amended **Exhibit "A,"** a copy of which is attached to and made a part of this Lease Agreement. Lessee acknowledges and agrees that all buildings, structures, hangars, pavements and other leasehold Improvements now existing or to be constructed on the Premises shall become the property of Lessor upon the expiration or earlier termination of this Lease.
3. Paragraph 4(c) of the Lease Agreement is deleted and replaced with the following:

(c) The term of the Lease shall expire in the event Lessee fails to provide Lessor with evidence satisfactory to Lessor that Lessee has constructed the Lessee Required Improvements with the minimum total capital expenditures of \$1.5 million for Phase I, \$5.5 million for Phase II, \$2.5 million for Phase III, and \$4.5 million for Phase IV. The minimum total capital expenditure as set forth above shall include all hard and soft costs and without limitation as related to the design approval, permitting, professional fees, demolition, site work, grading and construction of the Lessee Required Improvements.
4. Paragraph 7(h)(5) of the Lease Agreement is deleted and replaced with the following:

(5) Notwithstanding anything contained above to the contrary, subject to any required permits, the Lessor has consented to the demolition of those existing Improvements in accordance with the Phase II requirements in Paragraph 8.1. The Lessee must apply for a demolition permit(s) on or before February 1, 2021. The Lessee shall demolish the existing improvements required in Phase II within three months of the approval of a demolition permit. In the event of a casualty loss or required repair during Phase II which exceeds \$10,000.00 as to any structure or Improvement on Parcel 8-CE which occurs pre-demolition of the Lessee's Required Improvements, Lessee, may request in writing to Lessor within ten (10) days after the casualty or loss , not to repair or rebuild the structure or Improvement but to instead demolish the structure or Improvement in anticipation of the commencement of the construction for the Lessee's Required Improvements and may do so only with Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. Paragraph 8(a) of the Lease Agreement is deleted and replaced with the following:

8. RENT AND ADDITIONAL RENT. Rent shall commence as set forth below. All rental payments shall be paid in advance in equal monthly installments, plus applicable taxes, on the first day of each month to which applicable according to the following schedule:

(a) Initial Base Rent. Initial Base Rent shall commence on the Commencement Date of the Lease Agreement. All rental payments shall be paid in advance in equal monthly installments plus applicable taxes. The Initial Base Rent shall be calculated at the rate of \$0.41 psf of the Premises and referred to as the "Initial Base Rent." Lessor and Lessee stipulate and agree as to the following square footages for the Premises

Parcel 8-CE	955,109 sf
Parcel 10-A	163,054.43 sf
Parcel 10-B	64,745.79 sf
Parcel 11-ABCD	463,125.08 sf

Total Square Footage 1,646,034.30

At the total square footage for the Premises, the Initial Base Rent shall be \$674,874.06 for the first year under this First Amendment to Lease Agreement. The Initial Base Rent shall be increased thereafter in accordance with the terms of the Lease Agreement.

For avoidance of doubt, the Initial Base Rent of \$0.41 psf of the Premises is increased from the Initial Base Rent set forth in the Lease Agreement.

6. Paragraph 8.1 of the Lease Agreement is deleted and replaced with the following:

8.1. Required Lessee Improvements. In addition to the Initial Base Rent, Lessee shall be required to make capital expenditures amounting to no less than \$14 million for the following Improvements;

(a) **Phase I** – Lessee shall make capital expenditures of no less than \$1.5 million by vastly improving the curb front appeal of Cypress Creek Blvd. and N.W. 10th Street through contrast of material utilized in a screen wall for both parking and hangars and painting and repairing of hangars within Parcels 10 & 11 in a manner substantially similar to the renderings set forth in **Amended Exhibit "E"**. The Construction Deadline and CO Date for Phase I Improvements shall be on or before the end of the twelfth (12th) month after the Commencement Date. The City Manager shall assign personnel within the City's Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority

to extend the Construction Deadline and CO Date, by a period of time not exceeding three (3) months.

(b) **Phase II** – Lessee shall make capital expenditures of no less than \$5.5 million for demolition of T-Hangars rows F, G, H, I, J and construct a world class FBO with ramp space in a suitable location within Parcel 8-CE in the current location of T-Hangars row F, G, H, I, J in addition to constructing perimeter fencing and automobile parking lot, all in a manner substantially similar to the renderings set forth in **Amended Exhibit “E”** and in accordance with the terms in **Amended Exhibit “C”**. The Required Lessee Improvements to Phase II Improvements shall also include Ramp Repair as necessary. Lessee shall file a building permit application for the Phase II Improvements with the City of Fort Lauderdale on or before January 1, 2021. The Construction Deadline and CO Date for Phase II Improvements shall be on or before October 1, 2022. The City Manager shall assign personnel within the City’s Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date, not to exceed two such extensions, each extension being for a period of time not to exceed three (3) months.

(c) **Phase III** – Lessee shall make capital expenditures of not less than \$2.5 million for construction within Parcel 8-CE of a new Hangar of which the new Hangar will be constructed with 28' clear door heights to accommodate all cabin class aircraft within Parcel 8-CE all in a manner substantially similar to the drawings set forth in **Amended Exhibit “E”**. Lessee shall file a building permit application with the City of Fort Lauderdale for the Improvements in Phase III on or before February 1, 2027. The Construction Deadline and CO Date for Phase III Improvements shall be on or before February 28, 2029. The City Manager shall assign personnel within the City’s Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date, not to exceed two such extensions, each extension being for a period of time not to exceed three (3) months.

(d) **Phase IV** – Lessee shall make capital expenditures of not less than \$4.5 million in Parcel 8-CE for construction of two new Hangars which will be constructed with 28' clear door heights to accommodate all cabin class aircraft within Parcel 8-CE all in a manner substantially similar to the drawings set forth in **Amended Exhibit “E”**. Lessee shall file a building permit application with the City of Fort Lauderdale for the Improvements in Phase IV on or before February 1, 2032. The Construction Deadline and the CO Date for the Phase IV Improvements shall be on or before February 28, 2034. The City Manager shall assign personnel within the City’s Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing

building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date, for a period of time not to exceed two such extensions, each extension being for a period of no longer than three (3) months.

7. Paragraph 38(a) of the Lease Agreement is deleted and replaced with the following:

38. BUILDING REQUIREMENT AND CONCEPTUAL SITE PLAN REVIEW.

(a) The Lessee is required to construct and maintain Improvements on the Premises as summarized in **Amended Exhibit "C"**, attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, the parties acknowledge that unforeseen site conditions may require modifications to the Improvements from those as set forth on **Amended Exhibit "C"** in which event the parties shall work together to re-design the Required Lessee Improvements in a new configuration but using best efforts to still utilize the same expenditure and construction minimums set forth above in Paragraph 4. Any such modifications shall be approved in writing by the Lessor through its City Manager. Lessee shall file building permit applications for Improvements under Paragraph 8.1, Required Lessee Improvements, within the time-frames set forth for Improvements in Paragraphs 8.1 (a), (b), (c), and (d). Lessee may construct additional Improvements or modifications at a later date, adhering to the requirements of those codes and regulations then in effect on the Airport. However, subject to the extension set forth in Paragraph 4, Time, in those cases where Lessee undertakes to construct additional Improvements outside the scope of Paragraphs 8.1 (a), (b), (c), and (d), such construction must be completed within twenty-four (24) months after issuance of the relevant building permit(s) by the appropriate governmental entities having jurisdiction over such matters.

8. Paragraph 54 of the Lease Agreement is deleted and replaced with the following:

54. FINAL REPOSITORY. The parties mutually represent and warrant to each other that this Lease Agreement, consisting of Paragraphs 1 through 61, inclusive of **Exhibit "B"** and **Exhibit "D"** and "**Amended Exhibits A, C, and E**" constitute the final Lease Agreement of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease Agreement been induced on the part of any party except as expressed in writing in this Agreement.

9. Exhibits A, C, and E of the Lease Agreement are deleted and replaced with Amended Exhibits A, C, and E attached hereto and incorporated herein.

10. Except as specifically amended herein, all the terms and provisions of the Lease Agreement are hereby ratified and affirmed to be in full force and effect as of the date

hereof. To the extent of any conflict between the Lease Agreement and this First Amendment to Lease Agreement, the terms and provisions of this First Amendment to Lease Agreement shall govern and control and any conflicting terms and provisions of the Lease Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein shall have the same meaning as used in the Lease Agreement.

11. This First Amendment to Lease Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
CHRISTOPHER J. LAGERBLOOM,
ICMA-CM, City Manager

(CORPORATE SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: _____
SHARI C. WALLEN
Assistant City Attorney

LESSEE

WITNESSES:

Lynx FBO Fort Lauderdale, LLC, a Delaware limited liability company, authorized to do business in the State of Florida

By _____
Chad Farischon, President

[Witness print name]

[Witness print name]

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by Chad Farischon as President of Lynx FBO Fort Lauderdale, LLC, a Delaware limited liability company and authorized to do business in the State of Florida, on behalf of the company.

(SEAL)

Signature of Notary Public – State of _____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

AMENDED EXHIBIT A

**SKETCH & LEGAL DESCRIPTION
FOR
PREMISES
PARCEL 8-CE
PARCEL 10-AB
PARCEL 11-ABCD**

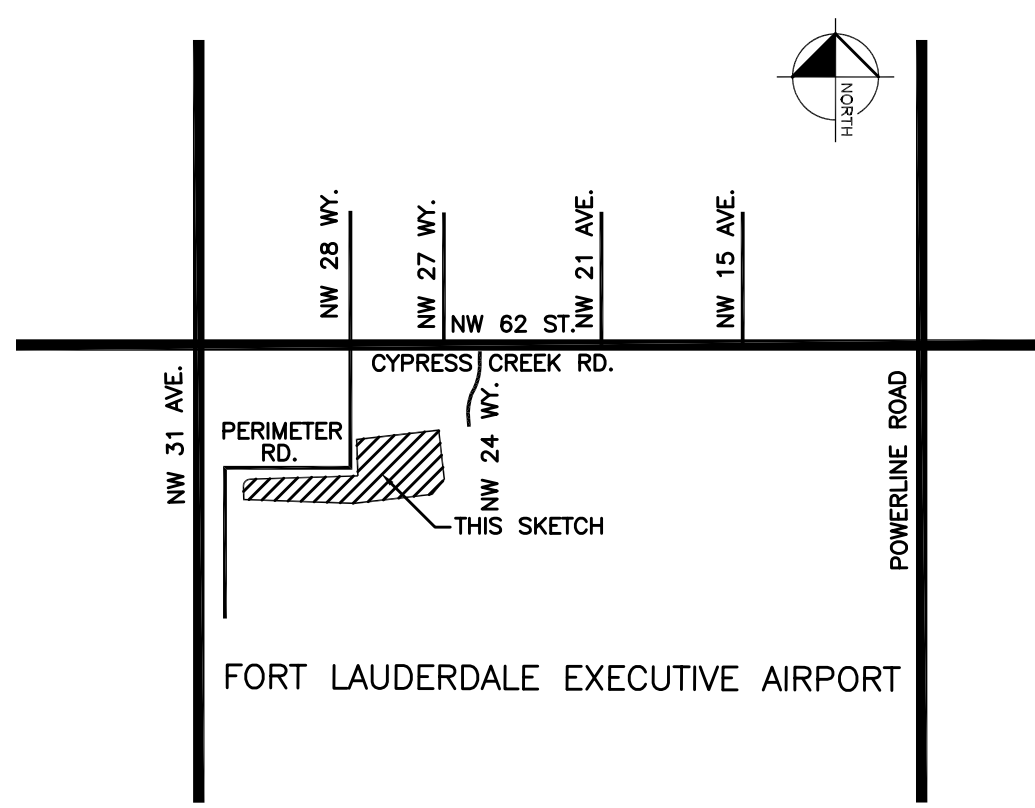
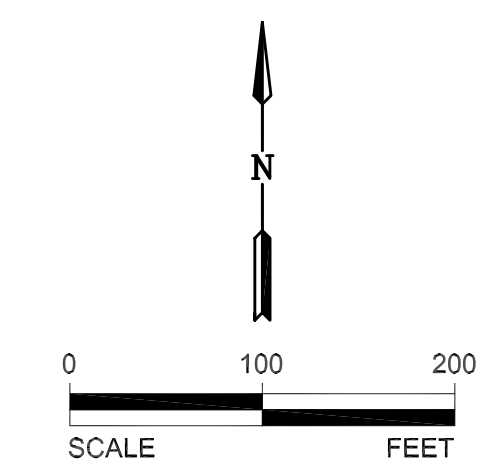
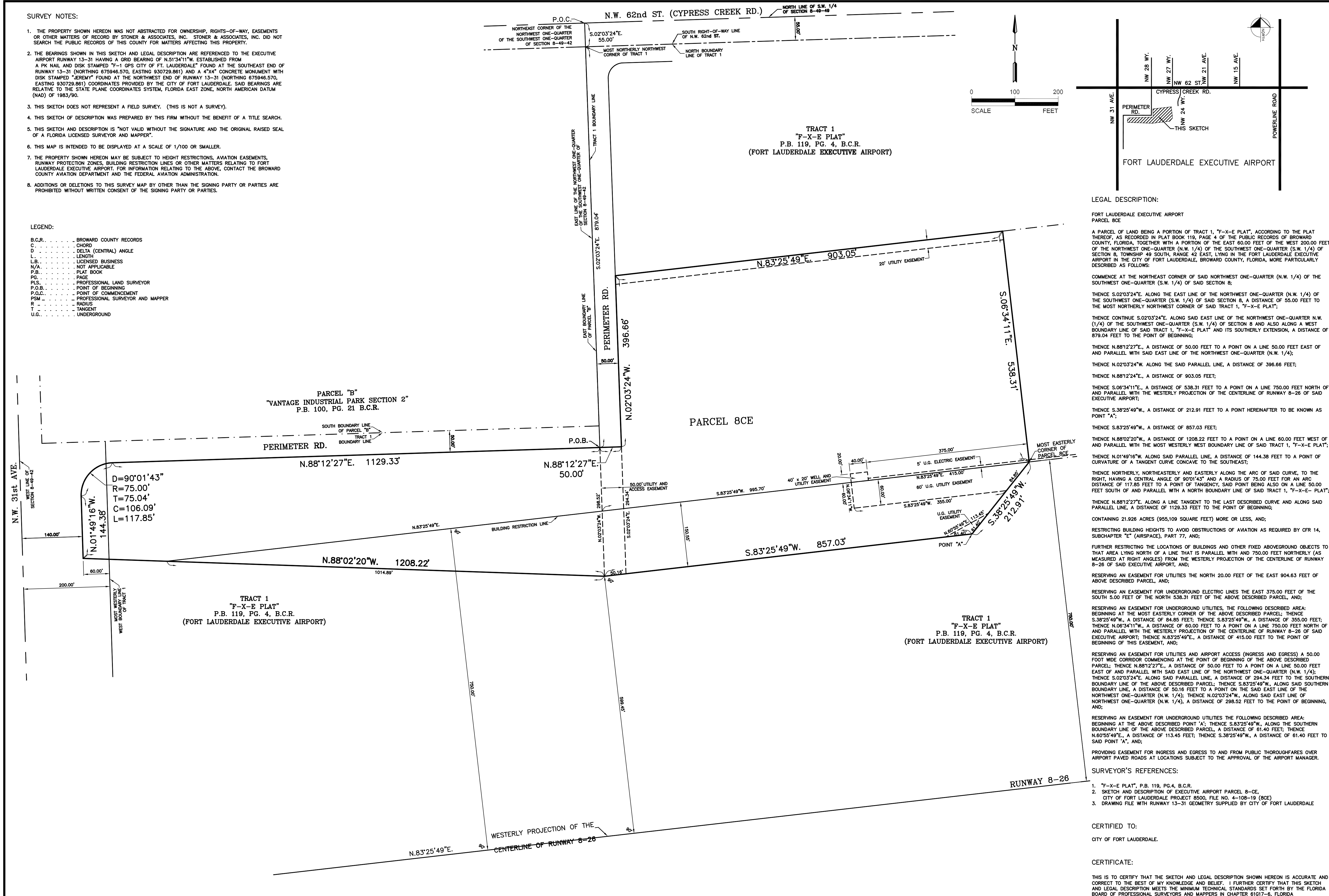
SEE ATTACHED

SURVEY NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY STONER & ASSOCIATES, INC. STONER & ASSOCIATES, INC. DID NOT SEARCH THE PUBLIC RECORDS OF THIS COUNTY FOR MATTERS AFFECTING THIS PROPERTY.
2. THE BEARINGS SHOWN IN THIS SKETCH AND LEGAL DESCRIPTION ARE REFERENCED TO THE EXECUTIVE AIRPORT RUNWAY 13-31 HAVING A GRID BEARING OF N.51°34'11"W, ESTABLISHED FROM A PK NAIL AND DISK STAMPED "F-1 GPS CITY OF FT. LAUDERDALE" FOUND AT THE SOUTHEAST END OF RUNWAY 13-31 (NORTHING 675946.570, EASTING 930729.861) AND A 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "EJREM" FOUND AT THE NORTHWEST END OF RUNWAY 13-31 (NORTHING 675946.570, EASTING 930729.861) COORDINATES PROVIDED BY THE CITY OF FORT LAUDERDALE. SAID BEARINGS ARE RELATIVE TO THE STATE PLANE COORDINATES SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983/90.
3. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
4. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH.
5. THIS SKETCH AND DESCRIPTION IS "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
6. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
7. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO HEIGHT RESTRICTIONS, AVIATION EASEMENTS, RUNWAY PROTECTION ZONES, BUILDING RESTRICTION LINES OR OTHER MATTERS RELATING TO FORT LAUDERDALE EXECUTIVE AIRPORT. FOR INFORMATION RELATING TO THE ABOVE, CONTACT THE BROWARD COUNTY AVIATION DEPARTMENT AND THE FEDERAL AVIATION ADMINISTRATION.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- C CHORD
- D DELTA (CENTRAL) ANGLE
- L LENGTH
- L.B. LICENSED BUSINESS
- N/A NOT APPLICABLE
- P.B. PLAT BOOK
- P.G. PAGE
- P.L.S. PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- R RADIUS
- T TANGENT
- U.G. UNDERGROUND



LEGAL DESCRIPTION:

FORT LAUDERDALE EXECUTIVE AIRPORT
PARCEL 8CE

A PARCEL OF LAND BEING A PORTION OF TRACT 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 8, TOWNSHIP 49 SOUTH, RANGE 42 EAST, LYING IN THE FORT LAUDERDALE EXECUTIVE AIRPORT IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 8;

THENCE S.02°03'24"E. ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 8, A DISTANCE OF 55.00 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT 1, "F-X-E PLAT";

THENCE CONTINUE S.02°03'24"E. ALONG SAID EAST LINE OF THE NORTHWEST ONE-QUARTER N.W. (1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 8 AND ALSO ALONG A WEST BOUNDARY LINE OF SAID TRACT 1, "F-X-E PLAT" AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 879.04 FEET TO THE POINT OF BEGINNING;

THENCE N.88°12'27"E., A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4);

THENCE N.02°03'24"W. ALONG THE SAID PARALLEL LINE, A DISTANCE OF 396.66 FEET;

THENCE N.88°12'27"E., A DISTANCE OF 903.05 FEET;

THENCE S.06°34'11"E., A DISTANCE OF 538.31 FEET TO A POINT ON A LINE 750.00 FEET NORTH OF AND PARALLEL WITH THE WESTERLY PROJECTION OF THE CENTERLINE OF RUNWAY 8-26 OF SAID EXECUTIVE AIRPORT;

THENCE S.38°25'49"W., A DISTANCE OF 212.91 FEET TO A POINT HERINAFTER TO BE KNOWN AS POINT "A";

THENCE S.83°25'49"W., A DISTANCE OF 857.03 FEET;

THENCE N.88°02'20"W., A DISTANCE OF 1208.22 FEET TO A POINT ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE MOST WESTERLY WEST BOUNDARY LINE OF SAID TRACT 1, "F-X-E PLAT";

THENCE N.01°49'16"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 144.38 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°01'43" AND A RADIUS OF 75.00 FEET FOR AN ARC DISTANCE OF 117.85 FEET TO A POINT OF TANGENCY, SAID POINT BEING ALSO ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH A NORTH BOUNDARY LINE OF SAID TRACT 1, "F-X-E PLAT";

THENCE N.88°12'27"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE AND ALONG SAID PARALLEL LINE, A DISTANCE OF 1129.33 FEET TO THE POINT OF BEGINNING;

CONTAINING 21.26 ACRES (955,109 SQUARE FEET) MORE OR LESS, AND;

RESTRICTING BUILDING HEIGHTS TO AVOID OBSTRUCTIONS OF AVIATION AS REQUIRED BY CFR 14, SUBCHAPTER "E" (AIRSPACE), PART 77, AND;

FURTHER RESTRICTING THE LOCATIONS OF BUILDINGS AND OTHER FIXED ABOVEGROUND OBJECTS TO THAT AREA LYING NORTH OF A LINE THAT IS PARALLEL WITH AND 750.00 FEET NORTHERLY (AS MEASURED AT RIGHT ANGLES) FROM THE WESTERLY PROJECTION OF THE CENTERLINE OF RUNWAY 8-26 OF SAID EXECUTIVE AIRPORT, AND;

RESERVING AN EASEMENT FOR UTILITIES THE NORTH 20.00 FEET OF THE EAST 904.63 FEET OF ABOVE DESCRIBED PARCEL, AND;

RESERVING AN EASEMENT FOR UNDERGROUND ELECTRIC LINES THE EAST 375.00 FEET OF THE SOUTH 5.00 FEET OF THE NORTH 538.31 FEET OF THE ABOVE DESCRIBED PARCEL, AND;

RESERVING AN EASEMENT FOR UNDERGROUND UTILITIES, THE FOLLOWING DESCRIBED AREA: BEGINNING AT THE MOST EASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE S.38°25'49"W., A DISTANCE OF 84.85 FEET; THENCE S.83°25'49"W., A DISTANCE OF 355.00 FEET; THENCE N.06°34'11"W., A DISTANCE OF 60.00 FEET TO A POINT ON A LINE 750.00 FEET NORTH OF AND PARALLEL WITH THE WESTERLY PROJECTION OF THE CENTERLINE OF RUNWAY 8-26 OF SAID EXECUTIVE AIRPORT; THENCE N.83°25'49"E., A DISTANCE OF 415.00 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT, AND;

RESERVING AN EASEMENT FOR UTILITIES AND AIRPORT ACCESS (INGRESS AND EGRESS) A 50.00 FOOT WIDE CORRIDOR COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED PARCEL; THENCE N.88°12'27"E., A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4); THENCE S.02°03'24"E. ALONG SAID PARALLEL LINE, A DISTANCE OF 294.34 FEET TO THE SOUTHERN BOUNDARY LINE OF THE ABOVE DESCRIBED PARCEL; THENCE S.83°25'49"W., ALONG SAID SOUTHERN BOUNDARY LINE, A DISTANCE OF 50.16 FEET TO A POINT ON THE SAID EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4); THENCE N.02°03'24"W., ALONG SAID EAST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4), A DISTANCE OF 298.52 FEET TO THE POINT OF BEGINNING, AND;

RESERVING AN EASEMENT FOR UNDERGROUND UTILITIES THE FOLLOWING DESCRIBED AREA: BEGINNING AT THE ABOVE DESCRIBED POINT "A"; THENCE S.83°25'49"W., ALONG THE SOUTHERN BOUNDARY LINE OF THE ABOVE DESCRIBED PARCEL, A DISTANCE OF 61.40 FEET; THENCE N.60°55'49"E., A DISTANCE OF 113.45 FEET; THENCE S.38°25'49"W., A DISTANCE OF 61.40 FEET TO SAID POINT "A", AND;

PROVIDING EASEMENT FOR INGRESS AND EGRESS TO AND FROM PUBLIC THOROUGHFARES OVER AIRPORT PAVED ROADS AT LOCATIONS SUBJECT TO THE APPROVAL OF THE AIRPORT MANAGER.

SURVEYOR'S REFERENCES:

1. "F-X-E PLAT", P.B. 119, PG. 4, B.C.R.
2. SKETCH AND DESCRIPTION OF EXECUTIVE AIRPORT PARCEL 8-CE, CITY OF FORT LAUDERDALE PROJECT 8500, FILE NO. 4-108-19 (8CE)
3. DRAWING FILE WITH RUNWAY 13-31 GEOMETRY SUPPLIED BY CITY OF FORT LAUDERDALE

CERTIFIED TO:
CITY OF FORT LAUDERDALE.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6107-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

WALTER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6081
STATE OF FLORIDA
STONER AND ASSOCIATES, INC. L.B. 6633

P.L.S. 6081	
SCALE: 1" = 100'	DATE: 10/12/07
DRAWN BY: WDLR	CHECKED BY: JDS
FIELD BOOK: N/A	
CITY OF FORT LAUDERDALE PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION FORT LAUDERDALE, FLORIDA	
REVISIONS NO. DATE BY CHK'D DESCRIPTION	
PROJECT # 11326 PARCEL 8CE EXECUTIVE AIRPORT CITY OF FORT LAUDERDALE SKETCH AND DESCRIPTION	
NO. OF SHEETS: 01	SHEET NO.: 1
CAD FILE NO. 11326P8CE-001-00	
FILE NO. 04-131-56	

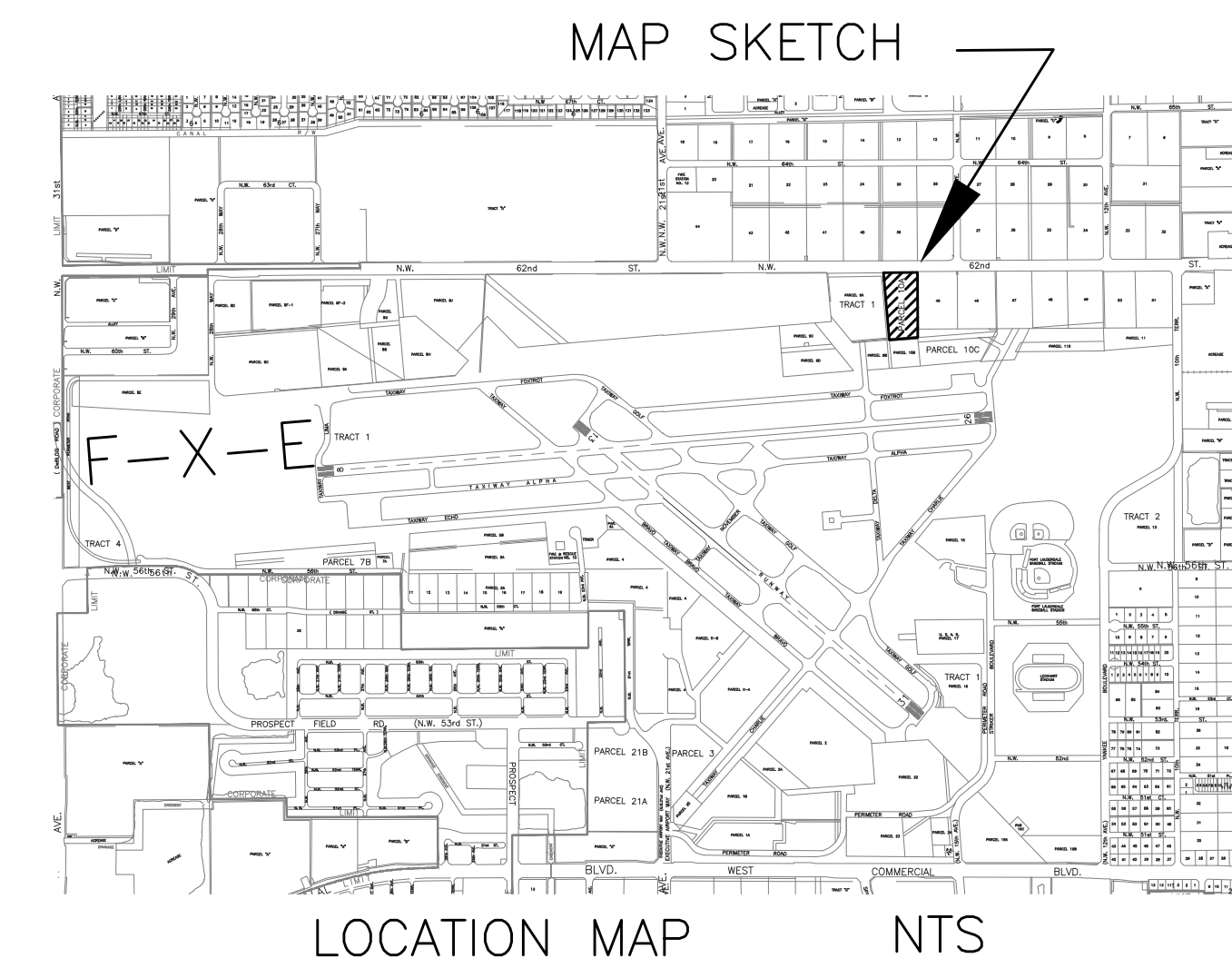
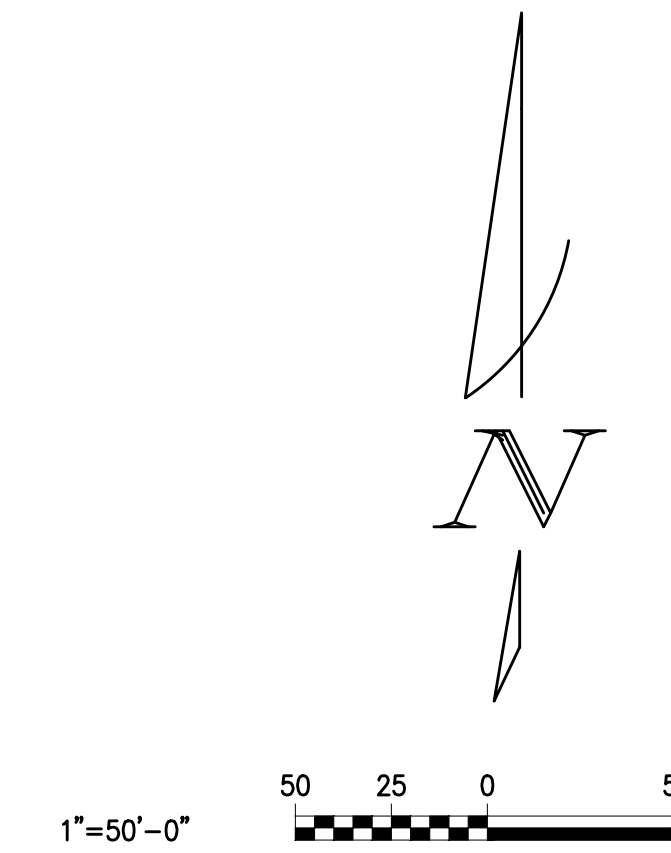
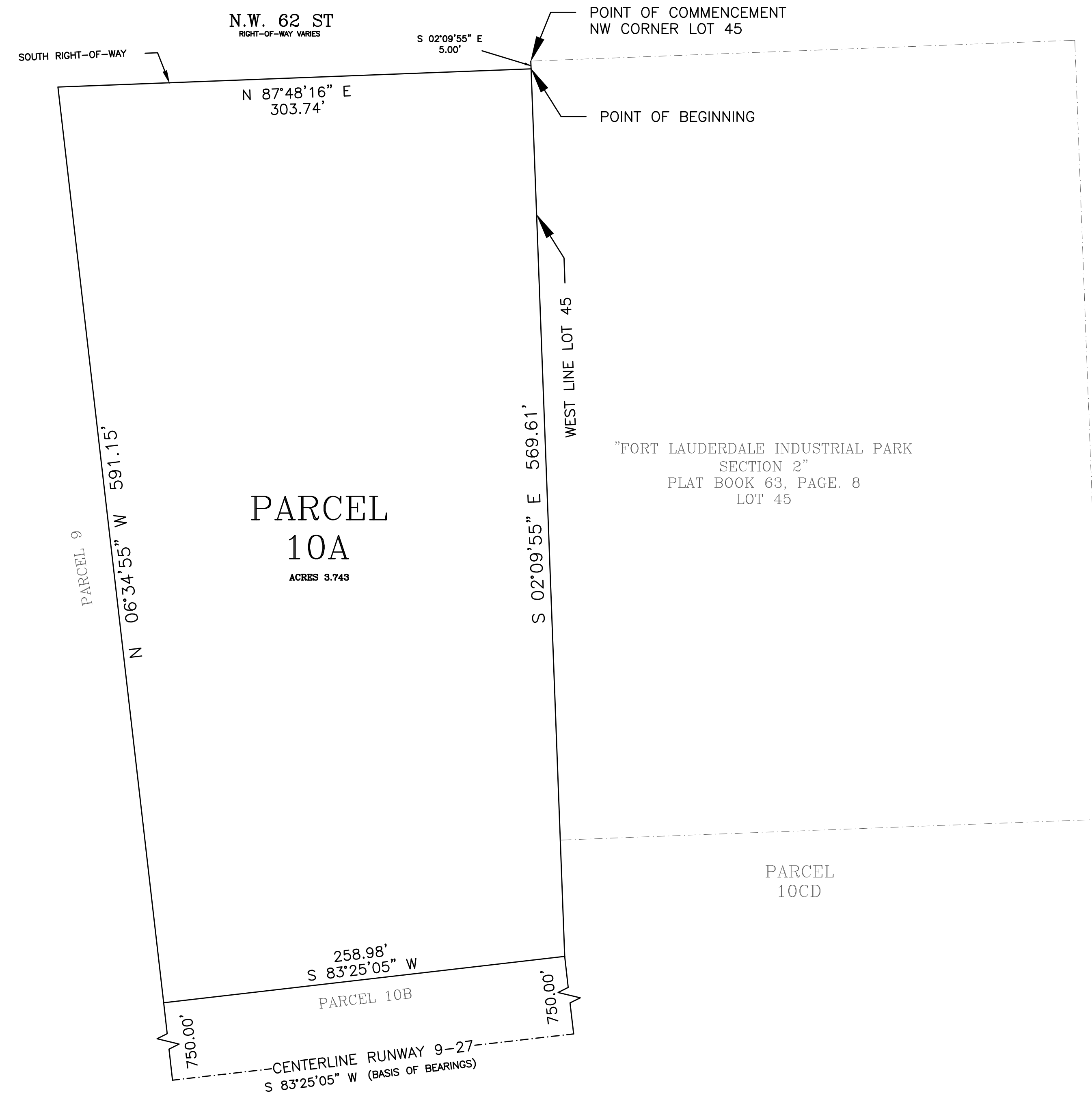
STONER & ASSOCIATES, Inc.
 SURVEYORS - MAPPERS
 Florida Licensed Survey
 and Mapping Business No. 6633
 4341 S.W. 62nd AVENUE TOWN OF DAVIE, FLORIDA 33314

TEL (954) 585-0997
 FAX (954) 585-3927

10/12/07

SKETCH AND DESCRIPTION

PARCEL 10A



DESCRIPTION PARCEL 10A

A PORTION OF TRACT 1, "F-X-E PLAT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN FORT LAUDERDALE EXECUTIVE AIRPORT, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT NORTHWEST CORNER OF LOT 45, "FORT LAUDERDALE INDUSTRIAL AIRPARK SECTION 2" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63 AT PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA: THENCE S 02°09'55" E ON THE WEST LINE OF SAID LOT 45 A DISTANCE OF 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF N.W. 62nd STREET AND THE POINT OF BEGINNING; THENCE CONTINUE S 02°09'55" E ON SAID WEST LINE AND THE SOUTHERLY PROJECTION THEREOF A DISTANCE OF 569.61 FEET TO INTERSECT A LINE THAT IS PARALLEL WITH AND 750 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF RUNWAY 9-27; THENCE S 83°25'05" W A DISTANCE OF 258.98 FEET; THENCE N 06°34'55" W A DISTANCE OF 591.15 FEET; THENCE N 87°48'16" E A DISTANCE OF 303.74 FEET ON SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 163054.43 SQUARE FEET MORE OR LESS (3.743 ACRES)

NOTES:

- 1) BEARINGS ARE BASED ON THE CENTERLINE RUNWAY 8-26 PER FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING S 83°25'05" W.
- 2) CENTERLINE 9-27 IS SHOWN ON SAID FXE AIRPORT & LEASE PARCEL MAP AS CENTERLINE 8-26.
- 3) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 4) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 5) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING OBSTRUCTIONS TO NAVIGABLE AIRSPACE AS SET FORTH IN "CODE OF FEDERAL REGULATIONS, TITLE 14, SUB-CHAPTER E, PART 77" AS APPLICABLE FOR SAID AIRPORT.
- 6) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JULY 28, 2015

MICHAEL W. DONALDSON
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
 STATE OF FLORIDA

DATE:	7/16/2015
DRAWN BY:	CH
DESIGNED BY:	SCALE: 1:50
CHECKED BY:	MD
FIELD BOOK:	N/A

CITY OF FORT LAUDERDALE
 PUBLIC WORKS DEPARTMENT
 ENGINEERING & ARCHITECTURE
 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

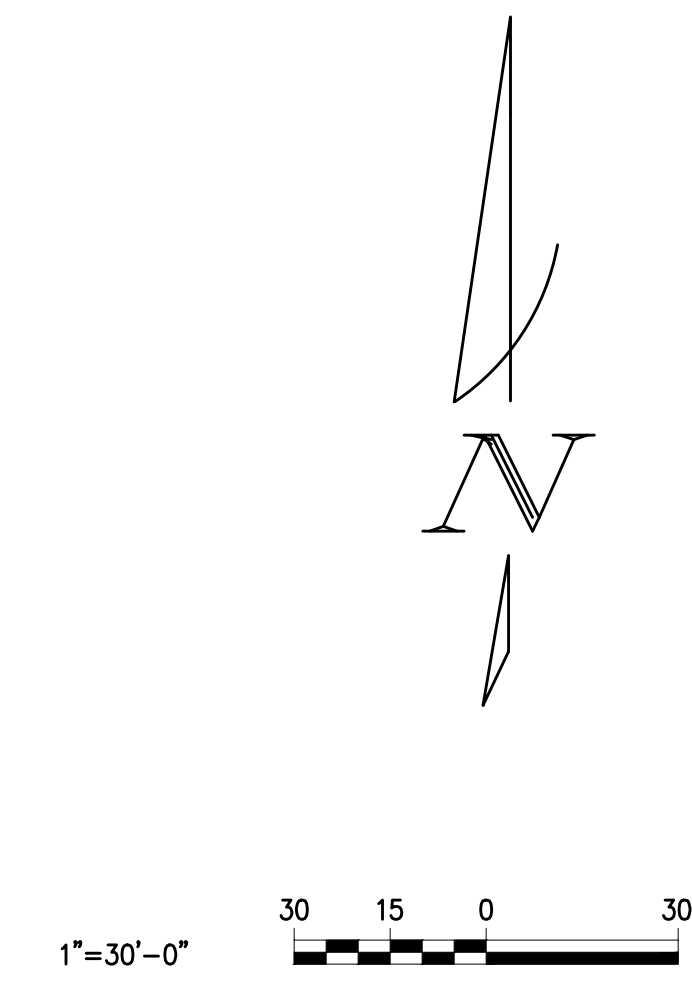
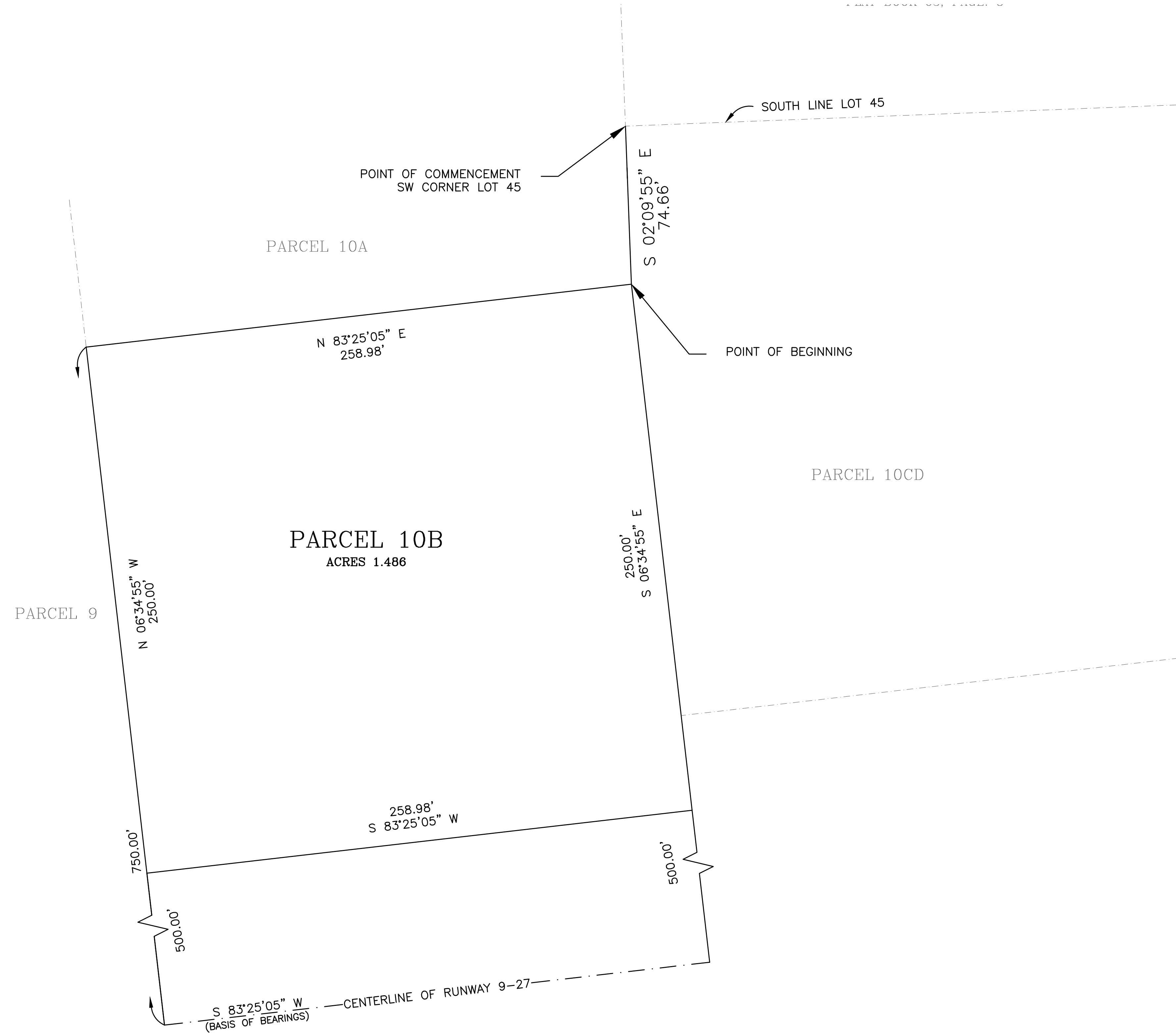
NO.	DATE	BY	DESCRIPTION

PROJECT # 11404
 PARCEL 10A
 SKETCH AND DESCRIPTION
 FORT LAUDERDALE EXECUTIVE AIRPORT
 CITY OF FORT LAUDERDALE

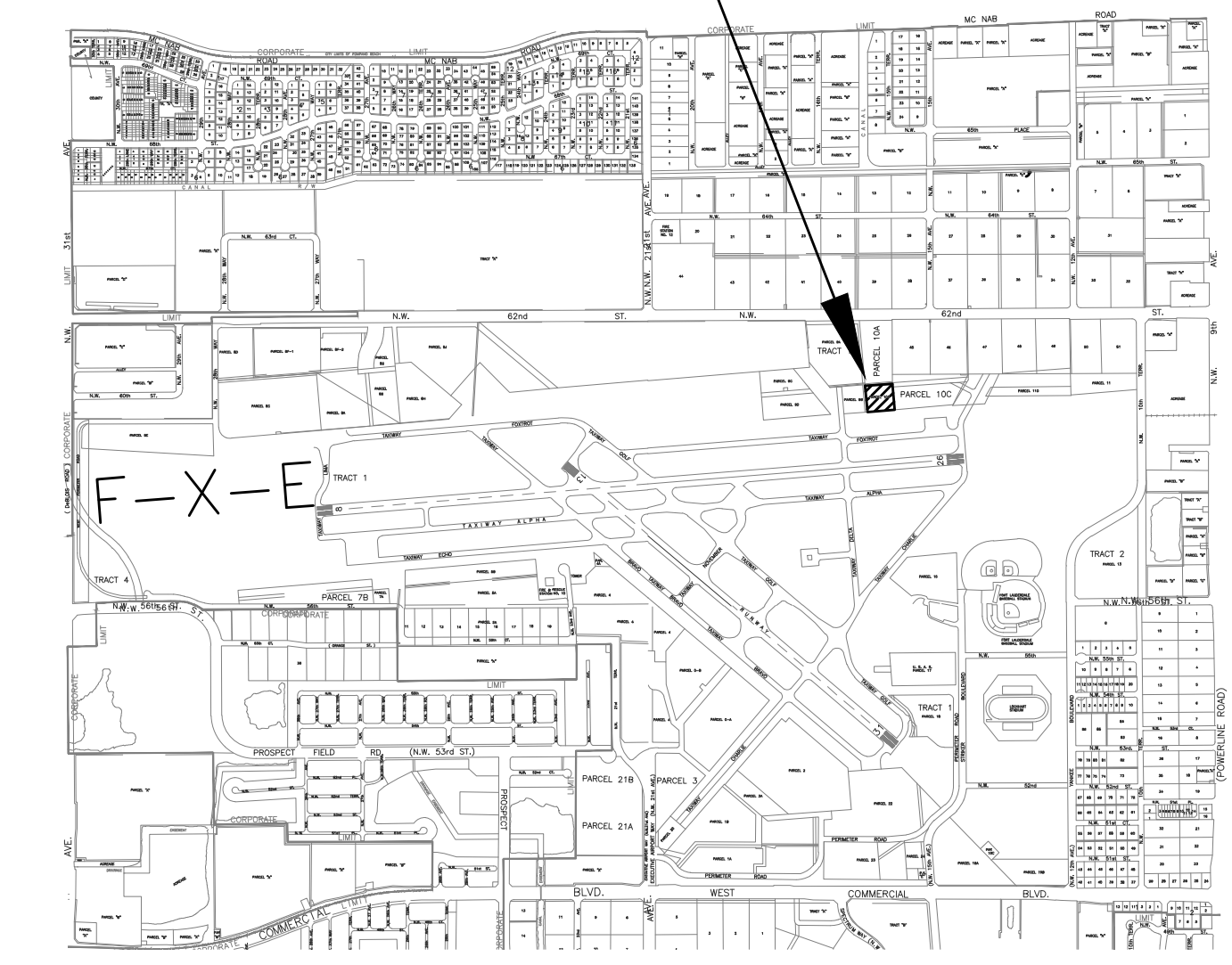
SHEET NO.	OF
1	1
TOTAL:	1
CAD FILE:	F-X-E- PARCEL 10A
DRAWING FILE NO.	4-133-32

SKETCH AND DESCRIPTION

PARCEL 10B



MAP SKETCH



- NOTES:
- 1) BEARINGS ARE BASED ON THE NORTH LINE OF CENTERLINE RUNWAY 8-26 PER 'FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING S 83°25'05" W.
 - 2) CENTERLINE 9-27 IS SHOWN ON SAID FXE AIRPORT & LEASE PARCEL MAP AS CENTERLINE 8-26.
 - 3) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
 - 4) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
 - 5) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING OBSTRUCTIONS TO NAVIGABLE AIRSPACE AS SET FORTH IN "CODE OF FEDERAL REGULATIONS, TITLE 14, SUB-CHAPTER E, PART 77" AS APPLICABLE FOR SAID AIRPORT.
 - 6) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JULY 28, 2015

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

DESCRIPTION PARCEL 10B

A PORTION OF TRACT 1, "F-X-E PLAT" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119 AT PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN FORT LAUDERDALE EXECUTIVE AIRPORT, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT SOUTHWEST CORNER OF LOT 45, "FORT LAUDERDALE INDUSTRIAL AIRPARK SECTION 2" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63 AT PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 02°09'55" E ON THE WEST LINE OF SAID LOT 45 A DISTANCE OF 74.66 FEET TO THE POINT OF BEGINNING; THENCE S 06°34'55" E A DISTANCE OF 250.00' FEET TO INTERSECT A LINE THAT IS PARALLEL WITH AND 500 FEET NORTHERLY AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF RUNWAY 9-27; THENCE S 83°25'05" W A DISTANCE OF 258.98 FEET; THENCE N 06°34'55" W TO INTERSECT A LINE THAT IS PARALLEL WITH AND 750 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF RUNWAY 9-27 A DISTANCE OF 250.00 FEET; THENCE N 83°25'05" E ON SAID PARALLEL A DISTANCE OF 258.98 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 64745.79 SQUARE FEET MORE OR LESS (1.486 ACRES)

DATE:	7/16/2015
DRAWN BY:	CH
DESIGNED BY:	SCALE: 1:30
CHECKED BY:	CH MD
FIELD BOOK:	N/A

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

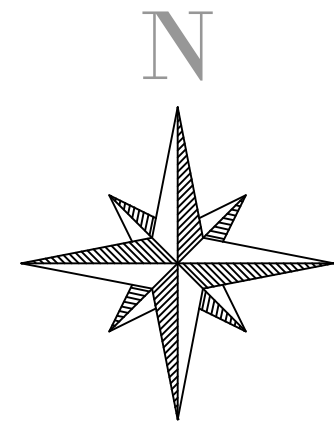
NO.	DATE	BY	DESCRIPTION

PROJECT # 11404
PARCEL 10B
SKETCH AND DESCRIPTION
FORT LAUDERDALE EXECUTIVE AIRPORT
CITY OF FORT LAUDERDALE

SHEET NO.	OF
1	1
TOTAL:	1
CAD FILE:	F-X-E PARCEL 10B
DRAWING FILE NO.	4-133-32

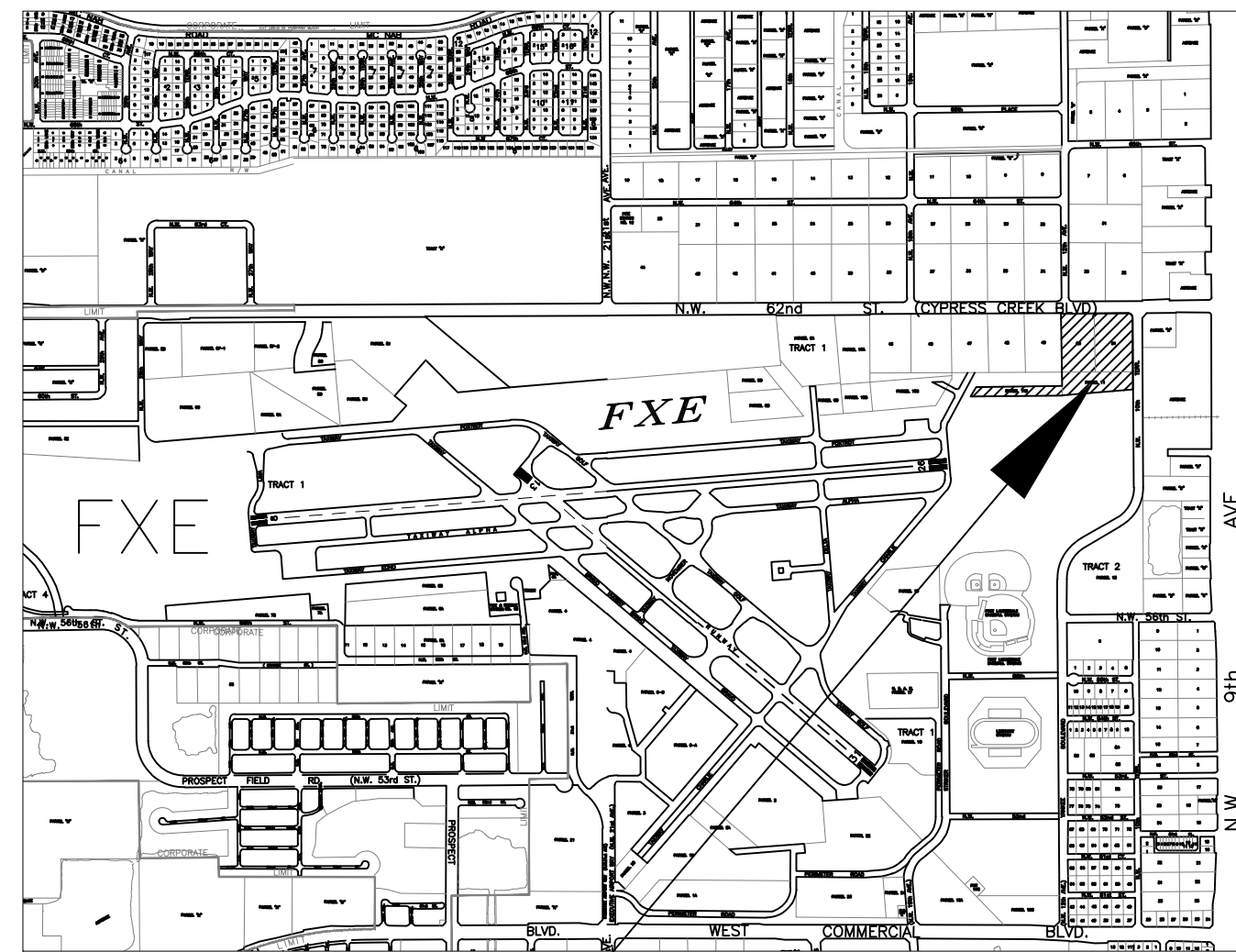
SKETCH & DESCRIPTION

PARCEL 11

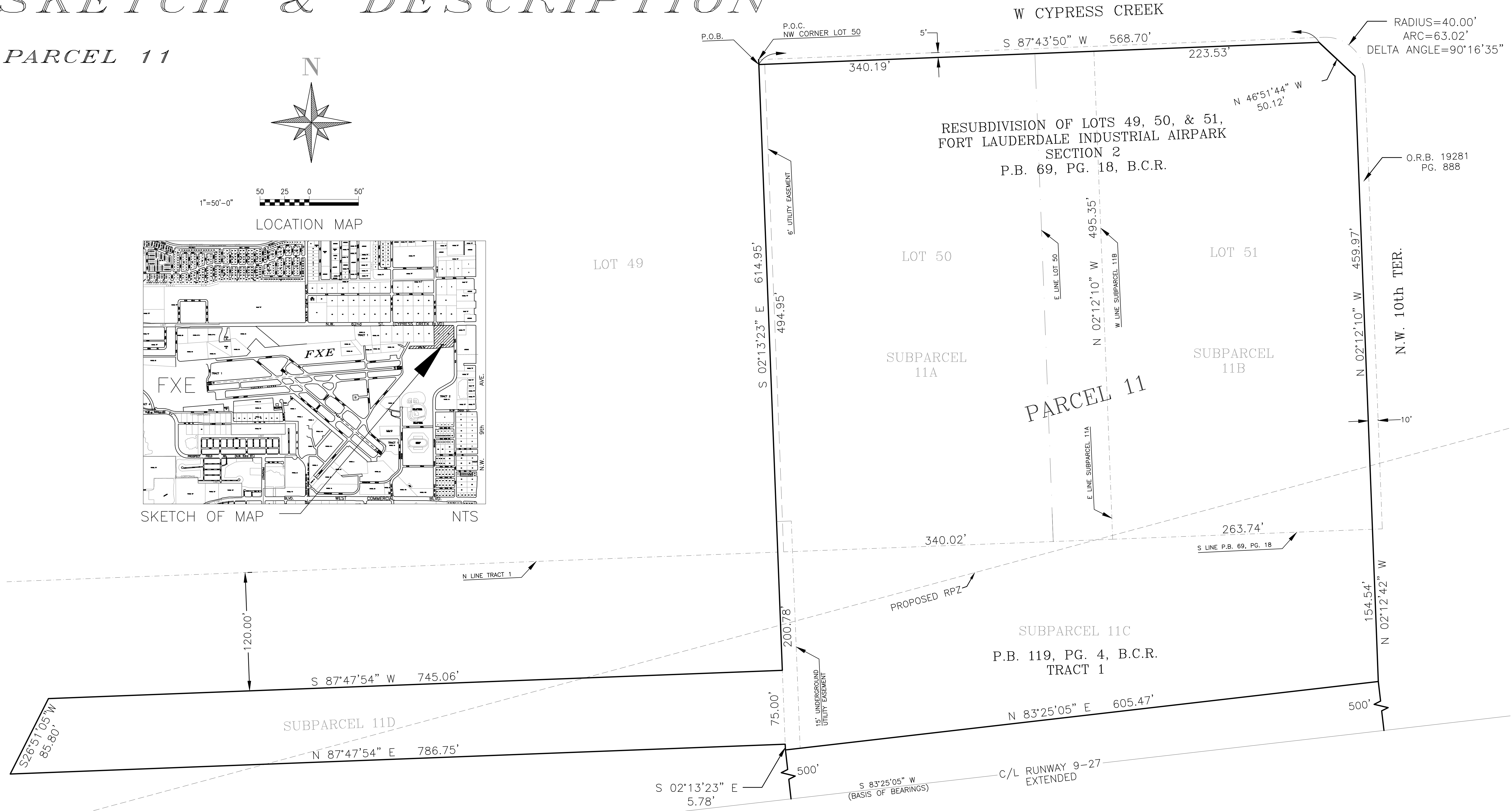


1"=50'-0"

LOCATION MAP



SKETCH OF MAP NTS



- LEGEND:
- B.C.R. DENOTES BROWARD COUNTY RECORDS
 - C/L DENOTES CENTER LINE
 - FXE DENOTES FORT LAUDERDALE EXECUTIVE AIRPORT
 - N.T.S DENOTES NOT TO SCALE
 - O.R.B DENOTES OFFICIAL RECORDS BOOK
 - P.O.B. DENOTES POINT OF BEGINNING
 - P.O.C. DENOTES POINT OF COMMENCEMENT
 - P.B. DENOTES PLAT BOOK

DESCRIPTION: PARCEL 20

A PORTION OF TRACT 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 4, TOGETHER WITH A PORTION OF LOTS 50 AND 51 OF, "RESUBDIVISION OF LOTS 49, 50 AND 51, FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, IN FORT LAUDERDALE EXECUTIVE AIRPORT, CITY OF FORT LAUDERDALE, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 50, "RESUBDIVISION OF LOTS 49, 50 AND 51, FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE S 02° 13' 23" E ALONG THE WEST LINE OF SAID LOT 50, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 02° 13' 23" E ALONG SAID WEST LINE, A DISTANCE OF 614.95 FEET TO INTERSECT A LINE THAT IS PARALLEL WITH AND 120.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID TRACT 1; THENCE S 87° 47' 54" W ALONG SAID PARALLEL LINE, A DISTANCE OF 745.06 FEET; THENCE S 26° 51' 05" W, A DISTANCE OF 85.80 FEET; THENCE N 87° 47' 54" E, A DISTANCE OF 786.75 FEET; THENCE S 02° 13' 23" E A DISTANCE OF 5.78 FEET TO INTERSECT A LINE THAT IS PARALLEL WITH AND 500.00 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EASTERLY EXTENSION OF THE CENTERLINE OF RUNWAY 9-27 OF SAID AIRPORT; THENCE N 83° 25' 05" W ALONG SAID PARALLEL LINE A DISTANCE OF 605.47 FEET TO THE WEST RIGHT OF WAY LINE OF NW 10TH TERRACE; THENCE N 02° 12' 42" W ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 154.54 FEET TO INTERSECT THE SOUTHERLY EXTENSION OF A LINE PARALLEL WITH AND 10 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID LOT 51; THENCE N 02° 12' 10" W ALONG SAID PARALLEL LINE AND SAID WEST RIGHT OF WAY A DISTANCE OF 459.97 FEET; THENCE N 46° 51' 44" W, A DISTANCE OF 50.12 FEET TO A POINT THAT IS 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 51; THENCE S 87° 43' 50" W, A DISTANCE OF 568.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 463161.66 SQUARE FEET, MORE OR LESS (10.6327 ACRES).

- NOTES:
- 1) BEARINGS ARE BASED ON THE CENTERLINE RUNWAY 8-26 PER FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING S 83°25'05" W.
 - 2) CENTERLINE 9-27 IS SHOWN ON SAID FXE AIRPORT & LEASE PARCEL MAP AS CENTERLINE 8-26.
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 - 4) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
 - 5) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING OBSTRUCTIONS TO NAVIGABLE AIRSPACE AS SET FORTH IN "CODE OF FEDERAL REGULATIONS, TITLE 14, SUB-CHAPTER E, PART 77" AS APPLICABLE FOR SAID AIRPORT.
 - 6) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JULY 28, 2016; JULY 9, 2020

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

DATE:	7/15/2016
DESIGNED BY:	SCALE: 1:50
CHECKED BY:	MD
FIELD BOOK:	N/A

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	REVISIONS	DESCRIPTION

PROJECT # 11404
PARCEL 11
SKETCH AND DESCRIPTION
FORT LAUDERDALE EXECUTIVE AIRPORT
CITY OF FORT LAUDERDALE

SHEET NO.	OF
1	1
TOTAL:	1
CAD FILE:	F-X-E-PARCEL 11
DRAWING FILE NO.	4-133-32

AMENDED EXHIBIT C

IMPROVEMENTS TO BE CONSTRUCTED AT THE PREMISES BY LESSEE

Phase I- Parcels 10 and 11 shall include capital expenditures of no less than \$1.5 million by vastly improving the curb front appeal of Cypress Creek Blvd. and N.W. 10th Street through contrast of material utilized in a screen wall for both parking and hangars and painting and repairing of hangars within Parcels 10&11. The Construction Deadline and CO Date for Phase I Improvements shall be on or before the end of the twelfth (12th) month after the Commencement Date. The City Manager shall assign personnel within the City's Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to extend the Construction Deadline and CO Date, by a period of time not exceeding three (3) months.

Phase II- Parcel 8-CE shall include capital expenditures of no less than \$5.5 million for demolition of T-Hangars rows F,G,H,I,J and constructing a world class FBO with ramp space in a suitable location within Parcel 8-CE in the current location of T-Hangars row F,G,H,I, J in addition to constructing perimeter fencing and automobile parking lot, all in a manner substantially similar to the renderings set forth in Amended Exhibit "E". Phase II shall also include Ramp Repair as necessary. Lessee shall file a building permit application for the Phase II Improvements with the City of Fort Lauderdale on or before January 1, 2021. The Construction Deadline and CO Date for Phase II Improvements shall be on or before October 1, 2022. The City Manager shall assign personnel within the City's Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date, not to exceed two such extensions, each extension being for a period of time not to exceed three (3) months.

Phase III- Parcel 8-CE shall include capital expenditures of not less than \$2.5 million for construction of a new Hangar of which the new Hangar will be constructed with 28' clear door heights to accommodate all cabin class aircraft within Parcel 8-CE all in a manner substantially similar to the drawings set forth in Amended Exhibit "E". Lessee shall file a building permit application with the City of Fort Lauderdale for the Improvements in Phase III on or before February 1, 2027. The Construction Deadline and CO Date for Phase IV Improvements shall be on or before February 1, 2029. The City Manager shall assign personnel within the City's Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date,

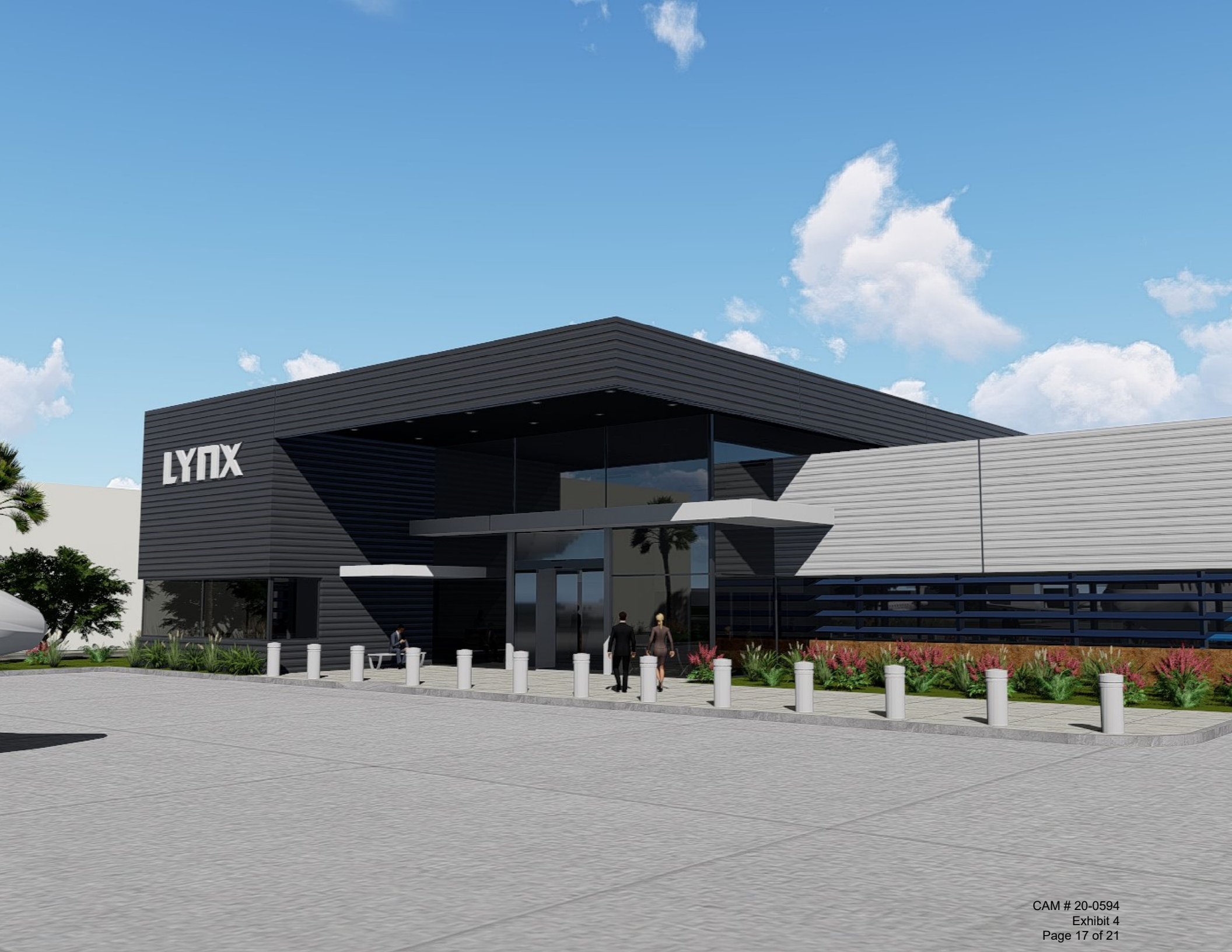
not to exceed two such extensions, each extension being for a period of time not to exceed three (3) months.

Phase IV- Parcel 8-CE shall include capital expenditures of not less than \$4.5 million for construction of two new Hangars which will be constructed with 28' clear door heights to accommodate all cabin class aircraft within Parcel 8-CE all in a manner substantially similar to the drawings set forth in Amended Exhibit "E". Lessee shall file a building permit application with the City of Fort Lauderdale for the Improvements in Phase IV on or before February 1, 2032. The Construction Deadline and the CO Date for the Phase IV Improvements shall be on or before February 28, 2034. The City Manager shall assign personnel within the City's Department of Sustainable Development to assist Lessee in facilitating an efficient and expeditious administration of the process in securing building permits for Required Lessee Improvements. For good cause shown, the City Manager shall have the authority to grant extensions to the Construction Deadline and CO Date, for a period of time not to exceed two such extensions, each extension being for a period of no longer than three (3) months.

AMENDED EXHIBIT E

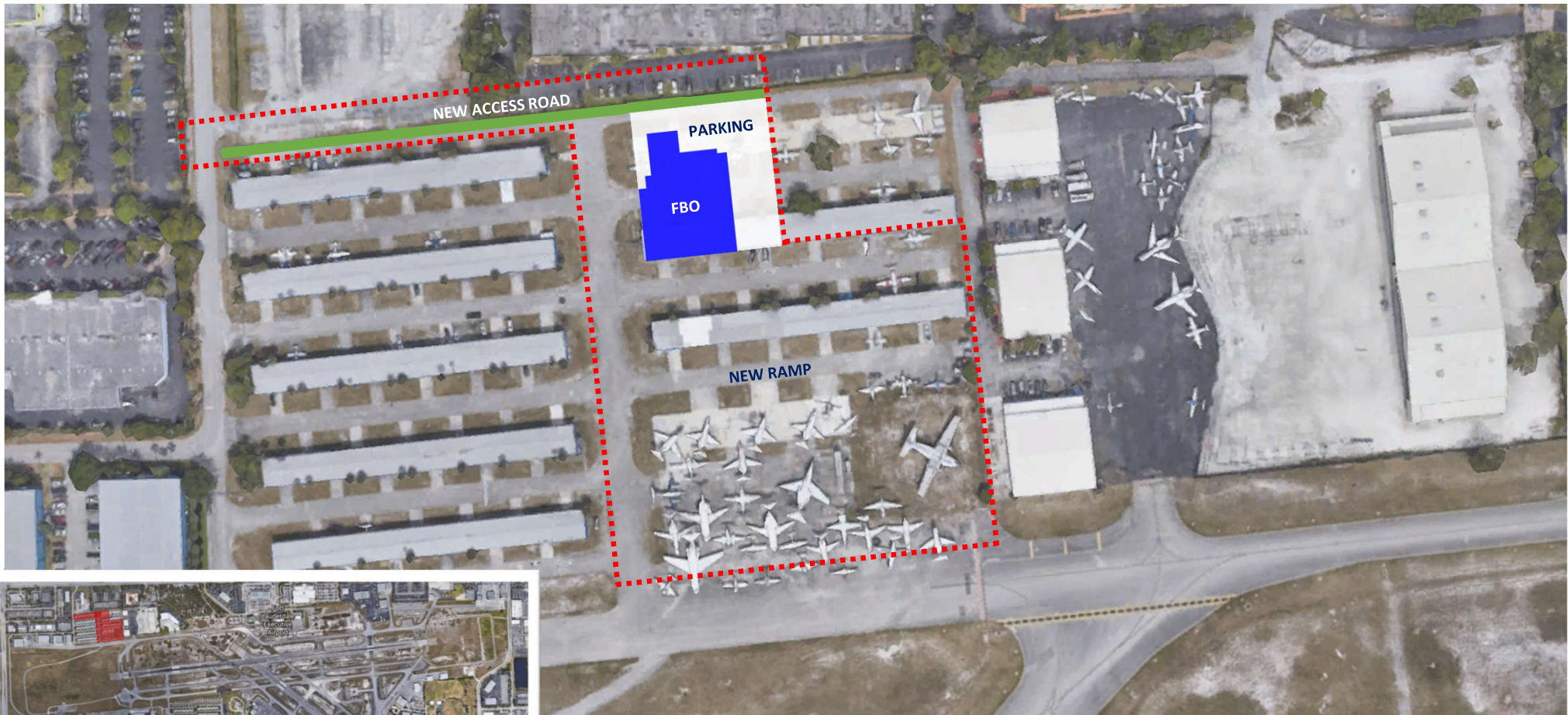
RENDERINGS OR DRAWINGS FOR REQUIRED LESSEE IMPROVEMENTS

SEE ATTACHED



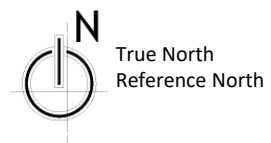
LYNX





CONCEPTUAL SITE PLAN – PHASE II

LYNX FXE
Fort Lauderdale Executive Airport
 Fort Lauderdale, Florida

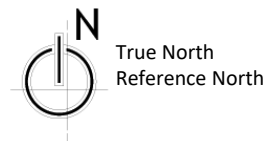


PH II



CONCEPTUAL SITE PLAN – PHASE III

LYNX FXE
Fort Lauderdale Executive Airport
 Fort Lauderdale, Florida

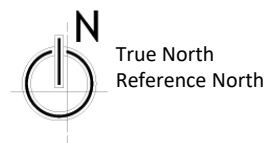


PH
III



CONCEPTUAL SITE PLAN – PHASE IV

LYNX FXE
Fort Lauderdale Executive Airport
 Fort Lauderdale, Florida



PH
IV