

**SIXTH AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT
(PARCEL 15 AT THE FORT LAUDERDALE EXECUTIVE AIRPORT)**

THIS SIXTH AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT, is effective as of September 3, 2025 ("Effective Date"), by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 101 NE Third Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter, "LESSOR" or "CITY"),

and

FXE PARCEL 15, LLC, a Florida Limited Liability Company, whose principal address is 1525 NW 56th Street, Fort Lauderdale, Florida 33309 (hereinafter, "LESSEE")

WHEREAS, the LESSOR is the owner and operator of the Fort Lauderdale Executive Airport ("FXE"); and

WHEREAS, LESSOR and LESSEE are parties to the Amended and Restated Lease Agreement dated October 18, 2011, and recorded in Broward County Official Records Instrument Number 110613765, as amended by the First Amendment to Amended and Restated Lease Agreement dated August 21, 2012, and recorded in Broward County Official Records Instrument Number 111813239, as amended by the Second Amendment to Amended and Restated Lease Agreement dated May 21, 2013, and recorded in Broward County Official Records Instrument Number 111813240, as amended by the Third Amendment to Amended and Restated Lease Agreement dated February 15, 2019, and recorded in Broward County Official Records Instrument Number 115921132, as amended by the Fourth Amendment to the Amended and Restated Lease Agreement dated August 16, 2022 and recorded in Broward County Official Records Instrument #118476654, as amended by the Fifth Amendment to the Amended and Restated Lease Agreement dated October 1, 2023 (herein the "Amended and Restated Lease Agreement") and which provides for the terms of the Lease Agreement for Parcel 15, located at the Fort Lauderdale Executive Airport, situated in the City of Fort Lauderdale, Broward County, Florida and legally described in Exhibit "A" attached to Fifth Amendment to the Amended and Restated Lease Agreement; and

WHEREAS, LESSEE would like to revise the order of construction for Phases 1 & 2 of the development of Parcel 15; and

WHEREAS, the City Commission finds that this Sixth Amendment to the Amended and Restated Lease Agreement is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual promises, the parties agree to the following terms and conditions:

1. LESSOR and LESSEE agree to enter into this Sixth Amendment to the Amended and Restated Lease Agreement.

2. Paragraph 38(a) is deleted and replaced with the following:

The Lessee is required to construct the following Improvements (as described in Exhibit "B" attached to the Third Amendment and as described herein) in accordance with the deadlines below:

Phase 1 Improvements – The Lessee shall complete the construction of one hangar totaling a minimum of 20,000 square feet on the Leased Premises by no later than October 1, 2026.

Phase 2 Improvements – The Lessee shall complete the construction of an asphalt apron space on the Leased Premises by no later than October 1, 2026.

1. The Improvements are subject to the approval of the Airport Director, and the requirements in the City's Code of Ordinances and Unified Land Development Regulations.
2. The Lessee shall make total capital expenditures of at least four million dollars (\$4,000,000.00) for both Phase 1 and Phase 2 Improvements. The Lessee shall provide written documentation to the Airport Director by no later than October 1, 2026, that the Lessee has expended a minimum of \$4,000,000.00 for the Improvements completed. The written documentation must include invoices, contracts, and any other documentation requested by the Airport Director. The written documentation is subject to the approval of the Airport Director, and the requirements in the City's Code of Ordinances and Unified Land Development Regulations, and any other applicable law.
3. Lessee shall apply for obtain and comply with all required permits and licenses necessary and comply with Applicable Laws as well as any restrictions or conditions imposed by City or the Airport Director with respect to such Improvements; and
4. Intentionally Omitted.
5. In addition to compliance with any restrictions or conditions, Lessee agrees to pay all costs and expenses necessary to design and construct, and complete, the Phase 1 and Phase 2 Improvements. Lessee shall maintain at its sole expense the Leased Premises and any Improvements, equipment, or materials within the Leased Premises in a good state of repair and preservation.

- i. After the effective date of the Sixth Amendment to this Amended and Restated Lease Agreement, with respect to the Phase 1 and Phase 2 Improvements (collectively referred to as the "Improvements") required by this Amended and Restated Lease Agreement, as amended, Lessee shall provide the Airport Director with monthly written Progress Reports which includes a detailed description of the proposed Improvements. The Progress Reports are due to the Airport Director via email at FXEAirport@fortlauderdale.gov, by 5:00pm Eastern Time on the last day of each month. All monthly Progress Reports shall include the following information and any other information the Airport Director may request:
 - A. If not yet approved, the status of site plans, landscaping plans, and building plans and when they will be submitted to the Airport Director, and the Developmental Services Department.
 - B. Dates when construction started or will start and its scheduled completion date.
 - C. A detailed description of the construction work undertaken and work remaining to complete the Improvements.
 - D. Charts and detailed descriptions of progress, including each stage of design, contractor's documents, procurement, manufacture, delivery to site, construction, erection, and testing.
 - E. A description of all permits required to complete the Improvements and whether the permit applications have been submitted to the applicable Governmental Authority(ies) and paid for, and whether the permits have been issued by the applicable Governmental Authority(ies).
 - F. A description of any open permits and why the permits are open.
 - G. A description of whether a final inspection has occurred for each permit and what the results were of the final inspection and whether the permit(s) is approved.
 - H. Photographs showing the status of the site which include all of the interior and exterior portions of all buildings on the Premises.
 - I. The names of all contractors to be utilized on the Improvements and upon commencement of the Improvements, a copy of the General contractor's contact information.

- J. Copies of quality assurance documents, test results and certificates of materials, if applicable.
- K. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects during the construction of the Improvements.
- L. Comparisons of actual and planned progress on the Improvements, with details of any events or circumstances which may jeopardize completion of the Improvements.
- M. Lessee shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Leased Premises or on another property, including but not limited to water, sewer, telephone, electric, airfield lighting system, and Federal Aviation Administration navigational aid system. The Lessee will be solely responsible for all costs associated with the Improvements including demolition and obtaining all necessary permits from all applicable Governmental Authorities and governmental entities having jurisdiction for construction of the Improvements.
- N. If Lessee fails to comply with any provision in this Section, this shall be considered a default of the Amended and Restated Lease Agreement and the Lessor may pursue any and all remedies available at law or equity including, but not limited to eviction and the other remedies listed in Paragraph 21 of the Amended and Restated Lease Agreement.

3. Nothing herein is intended to be, or shall be construed to be, an extension of credit to LESSEE. This Sixth Amendment to the Amended and Restated Lease Agreement does not in any manner alter the LESSEE's obligations for the payment of rent or any other fees not mentioned in this Amendment.

4. Except as specifically modified by this Amendment, the Amended and Restated Lease Agreement, as amended remains in full force and effect and is hereby ratified by the LESSOR and LESSEE. If there is any conflict between the Amended and Restated Lease Agreement, First Amendment to Amended and Restated Lease Agreement, Second Amendment to Amended and Restated Lease Agreement, Third Amendment to Amended and Restated Lease Agreement, the Fourth Amendment to the Amended and Restated Lease Agreement, the Fifth Amendment to the Amended and Restated Lease Agreement, and the Sixth Amendment to the Amended and Restated Lease Agreement, the terms and provisions of this Sixth Amendment to the Amended and Restated Lease Agreement shall govern and control.

5. If any one or more of the covenants set forth in this Sixth Amendment to the Amended and Restated Lease Agreement should be determined by a court of competent jurisdiction to be contrary to applicable law, such covenant shall be deemed and construed to be severable from the remaining covenants herein contained and shall in no way affect the validity of the remaining provisions of this Amendment.

6. All prior understandings of the Parties relating to the subject matter of this Amendment are set forth herein and no prior understandings or accommodations shall be given effect or shall be valid unless they are set forth in this Amended and Restated Lease Amendment, or any amendments thereto and signed by all parties.

7. Anti-Human Trafficking. As a condition precedent to the effectiveness of this Agreement, the LESSEE shall provide the CITY with an affidavit signed by an officer or a representative of the LESSEE under penalty of perjury attesting that the LESSEE does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

8. This Sixth Amendment to the Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be deemed to be an original; but such counterparts shall constitute one and the same instrument.

9. This Sixth Amendment to the Amended and Restated Lease Agreement is effective on September 3, 2025.


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AGREED AND CONSENTED TO:


LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, A
municipal corporation of the State of
Florida


[Signature]
Andrew Diaz
[Witness print name]

By: 
Rickelle Williams
City Manager


[Signature]
Ashley K. Dixon
[Witness print name]

(CORPORATE SEAL)

ATTEST:


DAVID R. SOLOMAN, City Clerk

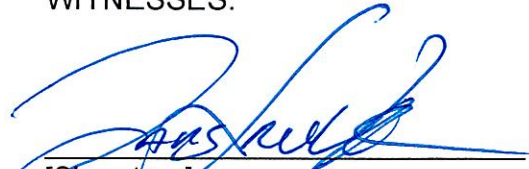


Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney


LYNN SOLOMON
Assistant City Attorney

LESSEE

WITNESSES:


[Signature]

Lars E. Struck
[Witness print name]


[Signature]

Taylor Rodman
[Witness print name]

[COMPANY SEAL]

STATE OF FLORIDA:
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2025, by Lynda A. Zur as Manager of FXE PARCEL 15, LLC, a Florida limited liability company.

(SEAL)




Signature of Notary Public – State of Florida

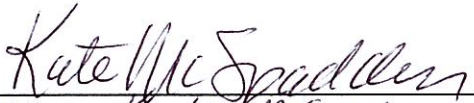
Thomas J. McMennamin IV
Print, Type, or Stamp Commissioned Name of Notary Public

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

FXE PARCEL 15, LLC, a Florida limited liability company.

By: 
Lynda A. Zur, Manager

ATTEST:

By: 
Print Name: Kate McSpadden
Title: Mgr



Rev Date: 02/04/2025

WE BUILD COMMUNITY



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 9/3/2025

☒ Agenda Item ☒ Commission Memo ☐ Letter (to external agency) ☐ Other Document

Document Title/Purpose: Sixth Amendment to the Amended and Restated Lease Agreement
(Parcel 15 at the Fort Lauderdale Executive Airport)

Commission Meeting Date: 9/3/2025 CAM #: 25-0801 Item #: CR-7

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☒ Yes ☐ No CIP FUNDED: ☐ Yes ☒ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: _____ Router Name: _____ Ext: _____

Department: CMO - FXE Router Name: Linda Blanco Ext: 5334

Department Approval (Director/Chief): Name: Rufus James Init.: RJ Date: 9/4/2025

*Return Document To: Linda Blanco Department: FXE Ext: 5334

**REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: Yes Original form route to CAO: ☒ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☒ Yes ☐ No

Is the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: 3

Attorney's Name: Lynn Sorrentino Approved as to Form: ☒ Yes ☐ No Initials: LS

Route to: Finance (if applicable) Date: N/A Route to: CCO Date: 9/9/25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 3

Route to CMO Date: 09/09/25 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: SEP40 Date Received: 9/10/25 Received From: CLD

To CM/ACM: ☐ R. Williams ☒ C. Cooper ☐ Y. Matthews ☐ B. Rogers

Approved Init.: RS for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: _____ Comments: _____

Executive Assistant Route to CCO Date: 9/12/25