

**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 56<sup>th</sup> 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](mailto: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]

By: \_\_\_\_\_  
Rickelle Williams  
City Manager

\_\_\_\_\_  
[Witness print name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Witness print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
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:

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

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
Lynda A. Zur, Manager

\_\_\_\_\_  
[Witness print name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Witness print name]

ATTEST:

[COMPANY SEAL]

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Lynda A. Zur as Manager of FXE PARCEL 15, LLC, a Florida limited liability company.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_