Return recorded copy to: Shari Wallen, Esq. Assistant City Attorney City of Fort Lauderdale 100 N. Andrews Avenue, 7th Floor Fort Lauderdale, Florida 33301

THIRD AMENDMENT TO THE LEASE AGREEMENT FOR PARCELS 8-CE, 10-AB, and 11-ABCD AT THE FORT LAUDERDALE EXECUTIVE AIRPORT

THIS IS THE	THIRD AMENDMENT	TO THE LEASE AGREEMENT, made and
entered into on this _	day of	, 2023, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "LESSOR" or "CITY"),

and

LYNX FBO FORT LAUDERDALE, LLC d/b/a Atlantic Aviation, a Delaware Limited Liability Company, whose address is 1020 NW 62nd Street, Fort Lauderdale, FL 33309 (hereinafter, "LESSEE")

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

WHEREAS, LESSOR and LESSEE are parties to the Lease Agreement dated January 8, 2019, as amended by the First Amendment to Lease Agreement dated October 6, 2020 (herein the "Lease Agreement"), as amended by the Second Amendment to the Lease Agreement dated August 16, 2022 and recorded in the Broward County Public Records as Instrument Number 118476568 on October 24, 2022, which provides for the terms of the Lease Agreement, as amended, for Parcels 8-CE, 10-AB, and 11-ABCD, located at the Fort Lauderdale Executive Airport, situated in the City of Fort Lauderdale, Broward County, Florida and legally described in **Amended Exhibit "A"** attached hereto; and

WHEREAS, LESSOR and LESSEE wish to amend the Lease Agreement, to change the Improvements required for Phase IV pertaining to Parcel 8-CE which are reflected in the proposed Site Plan in **Exhibit** "F" attached hereto and incorporated herein; and

WHEREAS, LESSOR and LESSEE also wish to amend the LESSEE'S contact information in Lease Agreement; and

WHEREAS, City staff have presented the revised improvements for Parcel 8-CE to the Aviation Advisory Board on March 30, 2023 and the Board recommended approval of the revised improvements; and

WHEREAS, in accordance with Resolution No. ______, adopted at its meeting on June 6, 2023, the City Commission approved the Third Amendment to the Lease Agreement and authorized the City Manager to execute this Third Amendment to the Lease Agreement for Parcels 8-CE, 10-AB, and 11-ABCD at the Fort Lauderdale Executive Airport.

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 Third Amendment to the Lease Agreement.
- 2. Paragraph subsection (c) in Paragraph 8.1 of the of the Lease Agreement, as amended is hereby deleted and replaced with the following Paragraph:
 - (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" and Exhibit "F". 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 Development Services Department 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.
- 3. Paragraph 38(a) of the Lease Agreement is deleted and replaced with the following:
 - 38. <u>BUILDING REQUIREMENT AND CONCEPTUAL SITE PLAN REVIEW.</u>
 - (a) The Lessee is required to construct and maintain Improvements on the Premises as summarized in **Amended Exhibit "C"**, **Amended Exhibit "E"**, **and Exhibit "F"** 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"**, **Amended Exhibit "E"**, and **Exhibit "F"** 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 timeframes 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.

4. Paragraph 47 of the Lease Agreement is amended to replace the contact information and addresses for notices provided to LESSEE:

LESSEE: Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation

1020 NW 62nd Street

Fort Lauderdale, FL 33309 Attn: General Manager

with a copy to: Lynx FBO Fort Lauderdale, LLC d/b/a Atlantic Aviation

5201 Tennyson Parkway, Suite 150

Plano, TX 75024 Attn: General Counsel

- 5. Paragraph 54 of the Lease Agreement is deleted and replaced with the following:
 - 54. <u>FINAL REPOSITORY</u>. The parties mutually represent and warrant to each other that this Lease Agreement, as amended, consisting of Paragraphs 1 through 61, inclusive of **Exhibit "B"**, **Exhibit "D"** and **Exhibit "F"** 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.
 - 6. **Exhibit "F"** is attached hereto and incorporated herein.
- 7. Except as specifically modified by this Third Amendment, the Lease Agreement, as amended by the First Amendment and the Second Amendment, remains in full force and effect and is hereby ratified by the LESSOR and LESSEE. If there is any

conflict between the Lease Agreement, the First Amendment to Lease Agreement, the Second Amendment to the Lease Agreement, and the Third Amendment to the Lease Agreement, the terms and provisions of this Third Amendment to the Lease Agreement shall govern and control.

- 8. If any one or more of the covenants set forth in this Third Amendment to the 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.
- 9. 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 written in the Lease Amendment, as amended.
- 10. This Third Amendment to the 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.
- 11. This Third Amendment to the Lease Agreement shall be recorded by LESSEE, in the Broward County Public Records at the Lessee's sole expense, within ten (10) days of the complete execution of this Amendment. LESSEE shall provide the Airport Director and the City Clerk with a copy of the recorded Third Amendment to the Lease Agreement within ten (10) days after it is recorded.

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AGREED AND CONSENTED TO

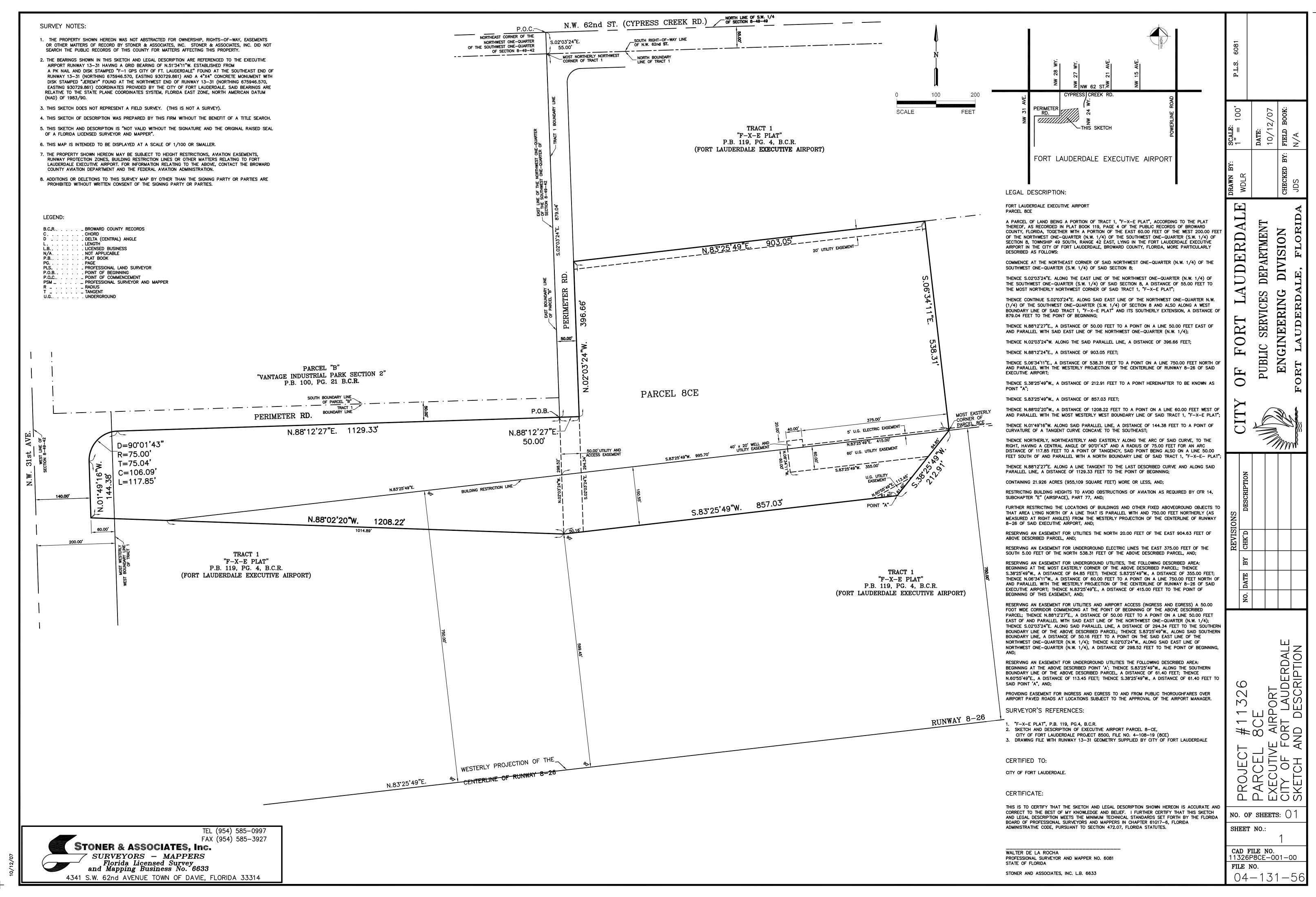
LESSOR

WITNESSES:	CITY OF FORT LAUDERDALE
[Witness print name]	By: Greg Chavarria City Manager
[Witness print name]	ATTEST:
(CORPORATE SEAL)	DAVID R. SOLOMAN, City Clerk
	Approved as to form:
	SHARI C. WALLEN Assistant City Attorney

LESSEE

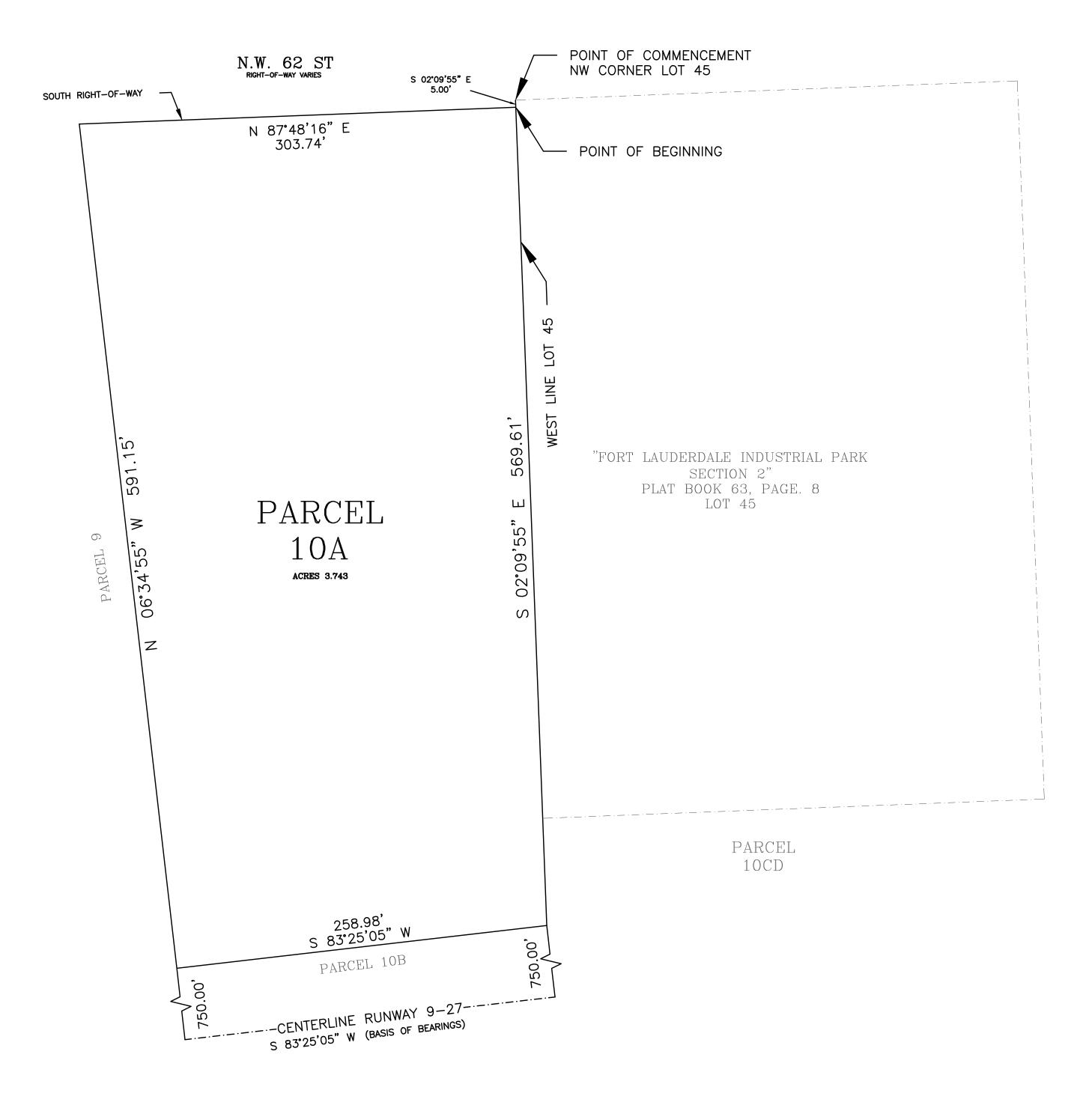
WITNESSES:	LYNX FBO FORT LAUDERDALE, LLC d/b/a Atlantic Aviation, a Delaware Limited Liability Company.
	Ву:
[Witness print name]	Louis T. Pepper, President & CEO
[Witness print name]	ATTEST:
[COMPANY SEAL]	By: Print Name:
STATE OF: COUNTY OF:	Title:
presence or □ online notarization, this Pepper, President and CEO of LYNX	icknowledged before me by means of □ physical day of, 20, by Louis T. K FBO FORT LAUDERDALE, LLC a Delaware and voluntarily executed this instrument on behalf
(SEAL)	Signature of Notary Public – State of
	Print, Type, or Stamp Commissioned Name of Notary Public
Personally Known OR Produced Type of Identification Produced	Identification

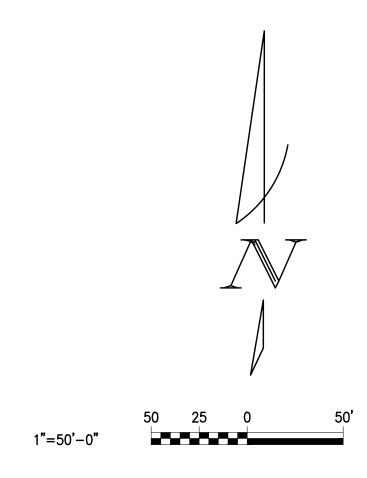
AMENDED EXHIBIT "A"

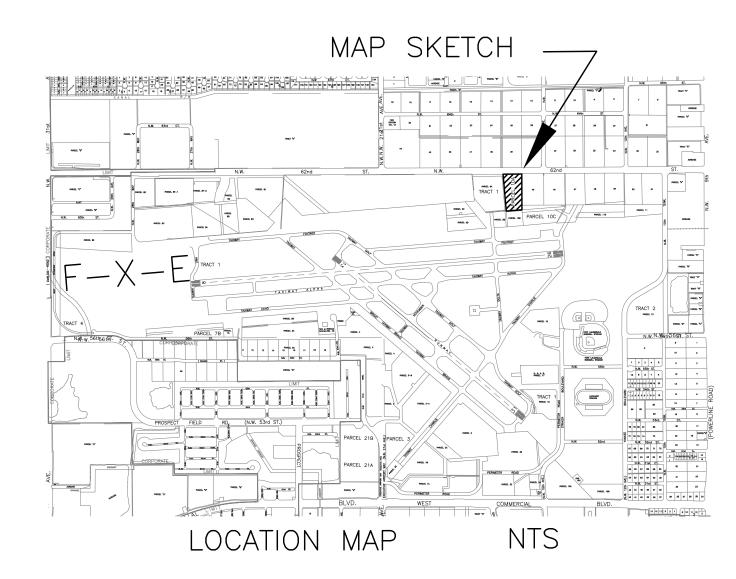


SKETCH AND DESCRIPTION

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 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

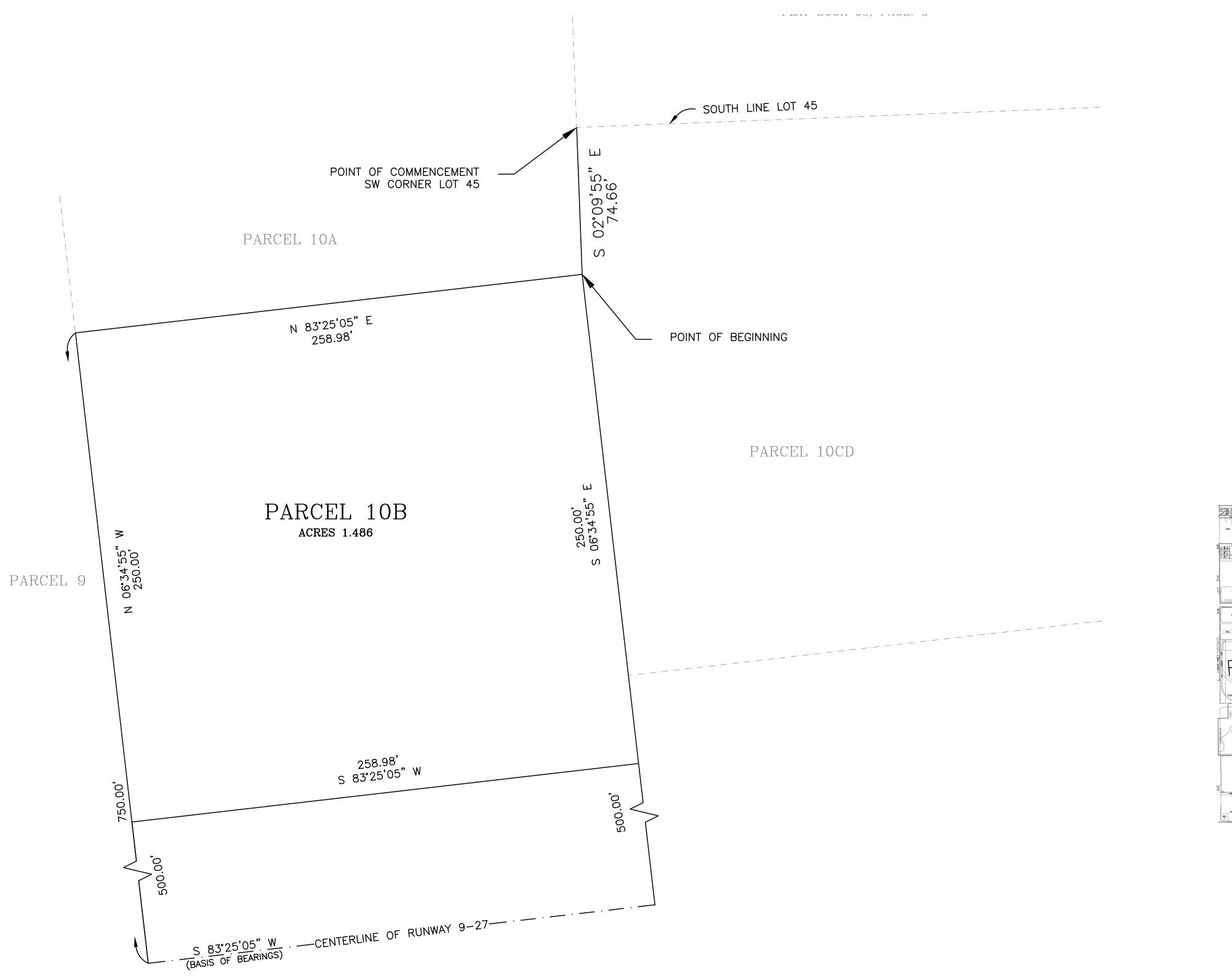
MICHAEL W. DONALDSON PROFESSIONAL SURVEYOR AND MAPPER NO. 6490 STATE OF FLORIDA PAF PAF SKE FOI CIT

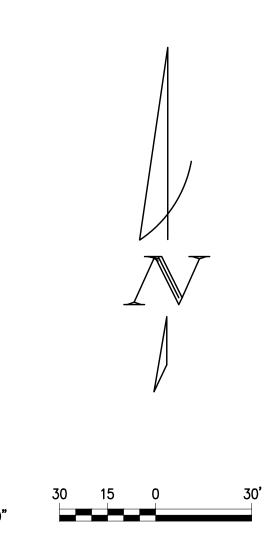
F-X-E- PARCEL 10A

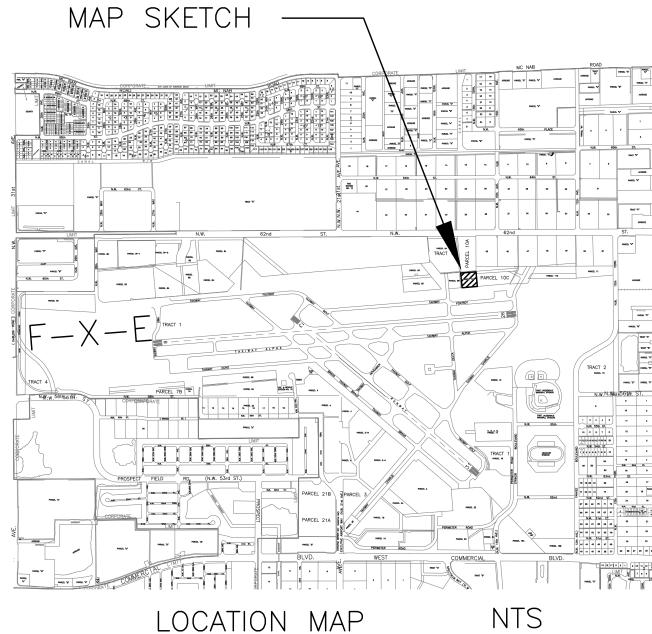
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SKETCH AND DESCRIPTION

PARCEL 10B







- 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
- 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)

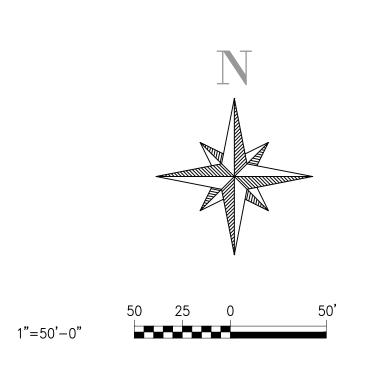
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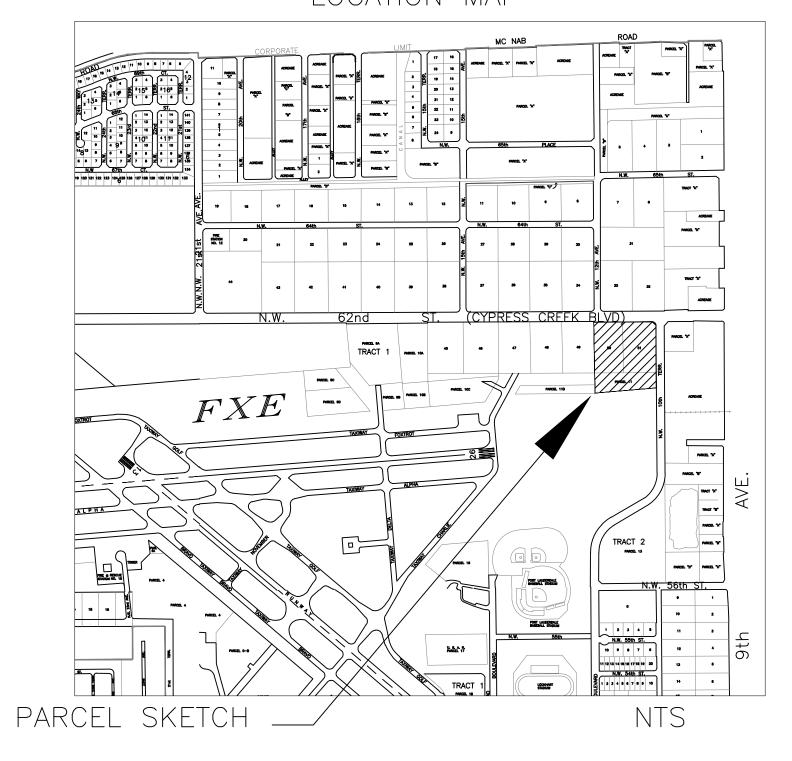
F-X-E PARCEL 10B

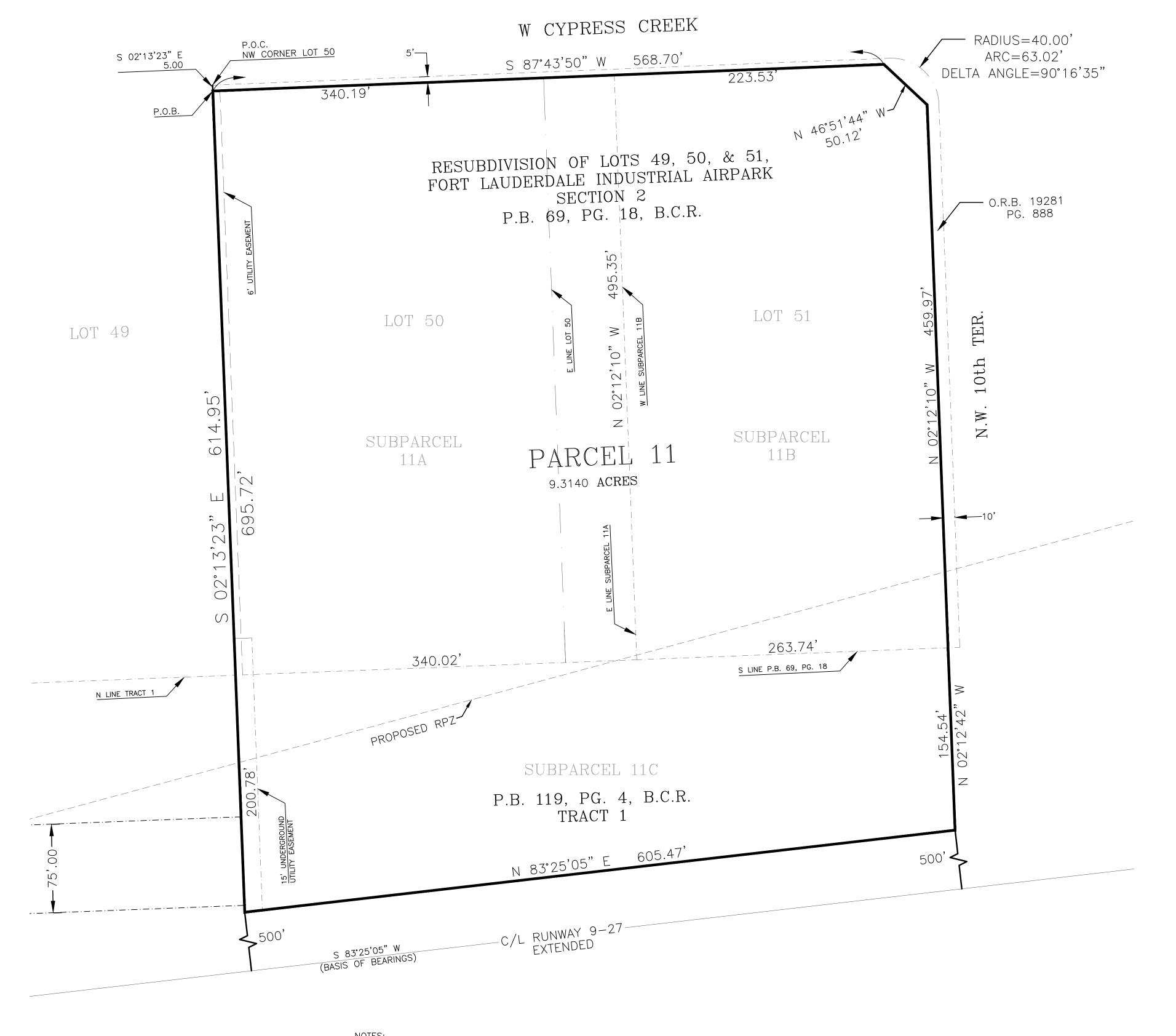
SKETCH & DESCRIPTION

PARCEL 11



LOCATION MAP





B.C.R. DENOTES BROWARD COUNTY RECORDS
C/L DENOTES POINT CENTER LINE
DENOTES FT. LAUDERDALE EXECUTIVE AIRPORT
N.T.S DENOTES NOT TO SCALE
D.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 11

DENOTES PAGE

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 695.72 FEET TO A POINT THAT IS PARALLEL WITH AND 500 FEET FROM THE CENTERLINE OF RUNWAY 9-27; THENCE N 83° 25' 05" E 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 568.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 405713 SQUARE FEET OR 9.3140 ACRES, MORE OR LESS).

1) BEARINGS ARE BASED ON THE CENTERLINE RUNWAY 9-27 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 9-27

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 OR INCOME. OR STATIONARY, OVER THE ENTIRE DESCRIPTOR TRACE SHALL BE RESTRICTED TO

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: DECEMBER 12, 2018

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

4-133-32

CAM # 23-051

Exhibit:
Page 11 of 1:

F-X-E-PARCEL 11

DRAWING FILE NO.

PROJECT # 11404

PARCEL 11

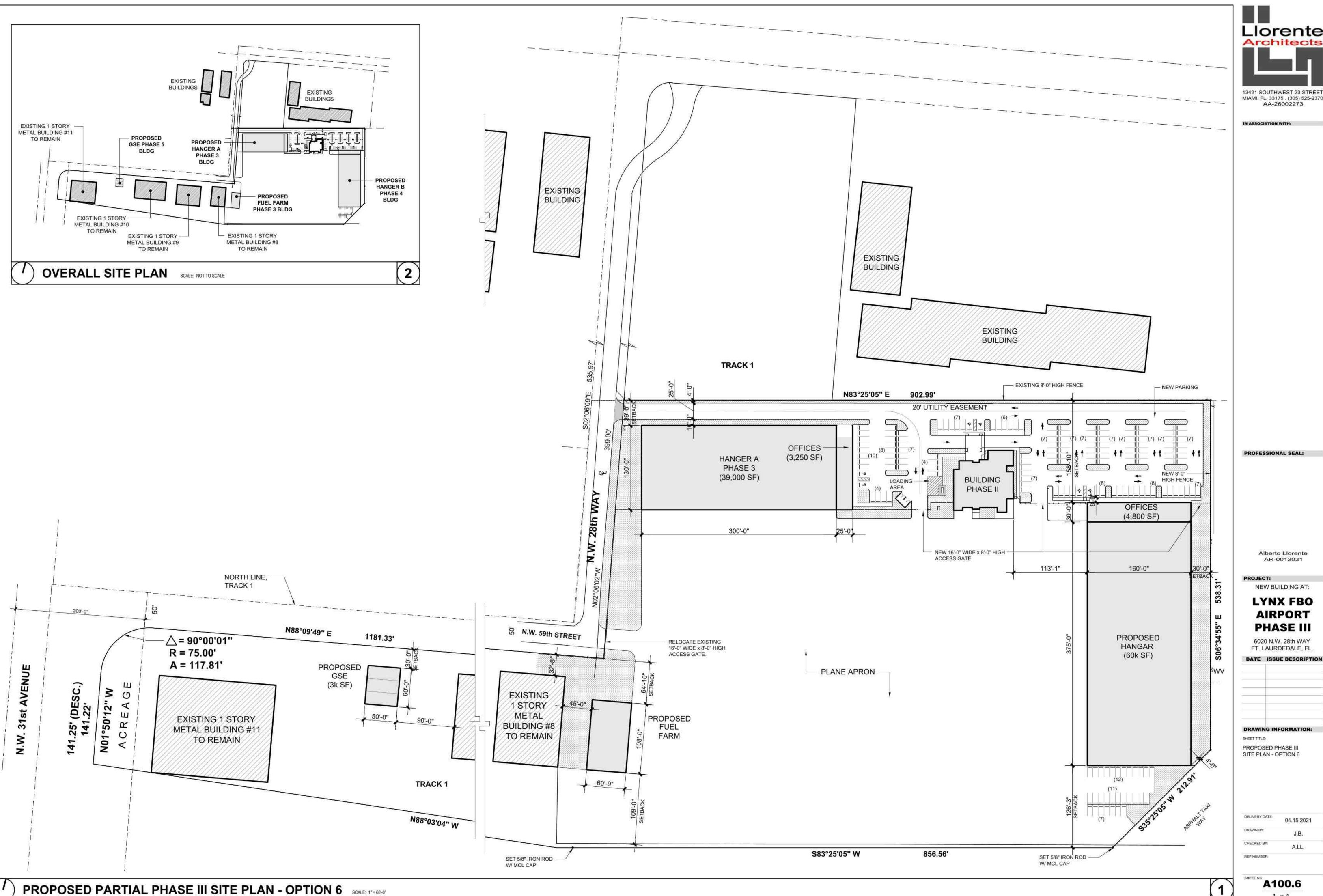
SKETCH AND DESCRIPTION

FORT LAUDERDALE EXECUTIVE AIRPORT

CITY OF FORT LAUDERDALE

CITY OF FORT LAUDERDALE

EXHIBIT "F"



Llorente Architects 13421 SOUTHWEST 23 STREET MIAMI, FL. 33175 . (305) 525-2370

AA-26002273

PROFESSIONAL SEAL:

Alberto Llorente AR-0012031

NEW BUILDING AT: LYNX FBO

AIRPORT PHASE III

6020 N.W. 28th WAY FT. LAURDEDALE, FL.

DRAWING INFORMATION:

PROPOSED PHASE III SITE PLAN - OPTION 6

DELIVERY DATE: 04.15.2021 DRAWN BY: CHECKED BY: REF NUMBER

> A100.6 1 OF 1

CAM # 23-0511 Exhibit 2 Page 13 of 13