

## **SIXTH AMENDMENT TO COMMERCIAL LEASE**

**(REMOVING APPROXIMATELY 1.57 ACRES FROM THE LEASEHOLD)**

THIS SIXTH AMENDMENT TO COMMERCIAL LEASE is made and entered into this 12th day of January, 2021, by and between TRIUMPH AEROSTRUCTURES, LLC, a Delaware Limited Liability Company authorized to transact business in Florida, whose mailing address is 1601 W. Marshall Dr., Grand Prairie, Texas 75051 ("Tenant") and MARTIN COUNTY, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Road, Stuart, Florida 34996 ("County").

WHEREAS, County and Tenant are bound by that certain Lease dated April 5, 1994 pertaining to certain real property and improvements thereon (the "Property") located in Martin County, Florida, at Martin County Airport/Witham Field, which Lease has been amended by instruments dated October 27, 1998, April 18, 2000, July 1, 2003, February 2, 2006 and February 17, 2015 (collectively the "Lease"); and

WHEREAS, the original tenant was Grumman Aerospace Corporation ("GAC"); Northrup Grumman Corporation ("NGC") was the successor in interest to GAC; Vought Aircraft Industries, Inc. ("Vought") was the successor in interest to NGC; and Tenant is the successor in interest to Vought, having assumed all assets and liabilities, including all obligations under the Lease; and

WHEREAS, on February 17, 2015, Tenant reduced the size of the Property by removing approximately 17.97 acres from the leasehold agreement pursuant to the Fifth Amendment of Lease (the "Fifth Amendment"); and

WHEREAS, on September 27, 2017, Tenant gave County notice in writing that Tenant exercised its option to renew the Lease for an additional 5 years up to and including June 30, 2024; and

WHEREAS, Tenant desires to, for a second time, reduce the size of the Property that is subject to the Lease by returning Parcel C (the "Turnback Parcel") and take other actions and commitments in furtherance of amending the parties' responsibilities under the Lease; and

WHEREAS, Tenant is subleasing the Turnback Parcel to Jet Team International, Inc. (the "Sublease"); and

WHEREAS, County is willing to accept the Turnback Parcel in accordance with and subject to the terms and conditions stated in the Lease as amended by this Sixth Amendment to Commercial Lease (this "Sixth Amendment"); and

WHEREAS, County agrees to reduce Tenant's rent, Common Area Maintenance Costs, and Airport Security Fee commensurate with the reduction in the acreage of Tenant's leasehold due to the return of the Turnback Parcel;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Sixth Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Parties hereto acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Sixth Amendment.
2. Turnback Parcel. The Property as described in paragraph 2.1 of the Lease is further amended as follows: On January 12, 2021, the Turnback Parcel, comprised of approximately 1.57 acres of land as shown and legally described in Exhibits A and B attached to the Fifth Amendment as Parcel C and incorporated by reference herein, will be returned to the County together with any improvements located thereon, including but not limited to the Quonset hut, and Tenant shall terminate the Sublease and provide County written notice of such termination.
3. Post-Turnback Lease Property. On and after January 12, 2021, the Post-Turnback Property subject to the Lease shall contain approximately 43.9 acres of land as shown and legally described in Exhibits A and B attached to the Fifth Amendment as Parcels A and B and incorporated by reference herein. Nothing in this Sixth Amendment shall apply to any other parcels at the Airport that happen to be designated as Parcel A or Parcel B including but not limited to the two parcels owned by the County that are adjacent to the Turnback Property and currently leased from the County by Precision Jet Center, LLC.
4. Contamination. Nothing in this Sixth Amendment or any other prior amendments to the Lease shall be construed as releasing or relieving Tenant, GAC, NGC, Vought, or any other party from any legal liability, obligation, or duty:
  - 4.1. Relating to the assessment or remediation of environmental conditions or contamination that may exist on or about the Property, pursuant to the provisions of the Lease, including but not limited to Section 9.0 of the Lease regarding Environmental Clean-up and Indemnity;
  - 4.2. Arising out of any of the Remediation Agreements; or
  - 4.3. Arising out of any other provision of federal, state or local law; whether relating to the Additional Turnback Property and soil and water contamination thereunder, or any other portion of the Property originally described in the Lease, and other property referred to in Section 9.3(c) of the Lease.
5. Rent. Section 4.3 of the Lease is hereby further amended by the addition of the following:

4.3. Rent.

4.3.1. The annual base rent for the Fifth Option Term beginning July 1, 2019 through January 12, 2021 is Three Hundred Thirty-Eight Thousand Eight Hundred Seventy-Six Dollars and Eighteen Cents (\$338,876.18), payable in monthly installments in the amount of Twenty-Eight Thousand Two-Hundred Thirty-Nine Dollars and Sixty-Eight Cents (\$28,239.68).

4.3.2. Commencing on January 12, 2021, the annual base rent for the Fifth Option Period shall be reduced to Three-Hundred Twenty-Seven Thousand One Hundred Seventy-Six Dollars and Eighteen Cents (\$327,176.18), payable in monthly installments in the amount of Twenty-Seven Thousand Two Hundred Sixty-Four Dollars and Sixty-Eight Cents (\$27,264.68) and ending upon the expiration of the Lease on June 30, 2024.

6. Common Area Maintenance Costs and Airport Security Fee. Section 4.6 of the Lease is hereby further amended by the addition of the following:

4.6. Common Area Maintenance Costs and Airport Security Fee.

4.6.1. Commencing on January 12, 2021, Tenant agrees to pay to County without set-off, abatement, credit, deduction or claim of off-set, annual Common Area Maintenance Costs ("CAM") for the maintenance of Airport Road in the amount of \$4,270.30 (2,440.17 linear feet x \$1.75 per linear foot rounded up to the nearest cent). CAM shall be payable with rent on an annual basis in advance, commencing on January 12, 2021 and each year thereafter on the 1<sup>st</sup> day of January during the Term and any Renewal Term. The County shall maintain all CAM proceeds exclusively for Airport Road Maintenance.

4.6.2. Commencing on January 12, 2021, Tenant agrees to pay to County without set-off, abatement, credit, deduction or claim of off-set, an annual Airport Security Fee in connection with Airport Road in the amount of \$1,220.09 (2,440.17 linear feet x \$.50 per linear foot rounded up to the nearest cent). The Airport Security Fee shall be payable with rent on an annual basis in advance, commencing on January 12, 2021 and each year thereafter on the 1<sup>st</sup> day of January during the Term and any Renewal Term.

7. Governing Law. Section 30 of the Lease is amended as follows:

30.0. Governing Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court

for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COUNTY AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING AN ADVISORY JURY.**

8. Reaffirmation. The Landlord and Tenant hereby reaffirm all of their obligations set forth in the Lease, and agree to perform each and every covenant, agreement and obligation in said Lease, and to be bound by each and all of the terms and provisions of the Lease as herein modified.
9. Miscellaneous. The conjunctive “and” includes the disjunctive “or” and vice versa, and the singular includes the plural and vice versa.
10. Authority. This Sixth Amendment shall be subject to the approval of Martin County’s Board of County Commissioners in its discretion.
11. County and Tenant agree time is of the essence for any requirement of this Sixth Amendment.

[This space is intentionally left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Sixth Amendment to Commercial Lease on the respective dates under each signature: MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 12<sup>th</sup> day of January, 2021.

LANDLORD

ATTEST:

MARTIN COUNTY

\_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

\_\_\_\_\_  
STACEY HETHERINGTON  
CHAIR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS  
COUNTY ATTORNEY

TENANT

Signed, sealed and delivered  
In the presence of:

TRIUMPH AEROSTRUCTURES, LLC,  
A Delaware Limited Liability Company

Randall J. Beasoot  
Type or Print Witness Name

Randall J. Beasoot

David Wilburn  
Type or Print Witness Name

By: John C. Casper  
Its: December 1, 2020  
V.P. Finance

State of Texas )  
 ) SS.:  
County of Dallas )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2020, by John C. Casper, the V.P. Finance of Triumph Aerostructures, LLC, a Delaware limited liability company, on behalf of the company. He/She [☒] is personally known to me or [☐] has produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this 1<sup>st</sup> day of December, 2020.

Rachel Lynn Hill  
Notary Public  
Printed Name: Rachel Hill  
My Commission Expires: 9-10-2022

