



**SIXTH AMENDMENT TO FIRST AMENDED AND RESTATED DUTY FREE CONCESSION AGREEMENT FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This Sixth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Broward Duty Free, LLC, a Florida limited liability company ("Concessionaire") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the First Amended and Restated Duty Free Concession Agreement dated December 19, 2013 (the "Original Agreement"), to allow Concessionaire to operate a duty free merchandise concession at the Fort Lauderdale-Hollywood International Airport ("FLL").

B. The Original Agreement has been supplemented by an addendum and amended five times. The Original Agreement, as modified by the addendum and all five amendments, is referred to herein as the "Agreement."

C. Pursuant to the Fifth Amendment to the Agreement, the Term of the Agreement was extended on a month-to-month basis through December 31, 2026.

D. The Parties now wish to enter into this Amendment so that, among other things, effective April 1, 2026, the Agreement will no longer renew on a month-to-month basis and will instead be extended via this Amendment for an additional three-year term (i.e., from April 1, 2026, through March 31, 2029).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Effective April 1, 2026, the Agreement will no longer renew on a month-to-month basis as provided by Section 5 of the Fifth Amendment to the Agreement and will instead be extended for an additional three (3) years (i.e., from April 1, 2026, through March 31, 2029). Effective April 1, 2026, Section 5 of the Fifth Amendment to the Agreement shall be deemed null and void and of no effect.

4. Section 6.16 of the Agreement is amended as follows:

6.16 Midterm Refurbishment: Concessionaire shall be required to invest no less than ~~an average of One Hundred Dollars (\$100.00) per square foot (which shall be based on the aggregate square footage of all Concession Locations)~~ **Three Hundred Thousand Dollars (\$300,000.00)** to complete the required “Midterm Refurbishments” (as hereinafter defined). Concessionaire shall be required to evaluate the Concession Locations and determine what Midterm Refurbishments shall be completed pursuant to this Section 6.16 and the terms and conditions of this Agreement. Midterm Refurbishments shall include, but not be limited to, the following: rebranding/reconcepting; replacement of flooring/wall coverings; addition of serving means (which may include without limitation, to-go order counters, automated ordering equipment); replacement of Personalty, or other substantial changes to the location/image. Failure to submit plans for the Midterm Refurbishments for each Concession Location to the Aviation Department for its approval, or failure to complete such refurbishments, pursuant to the Approved Plans, shall be a material default of this Agreement. Midterm Refurbishment expenses shall not be counted toward either Phase 1 or Phase 2 Capital Investment requirements and shall not be subject to any reimbursement by the County in the event of any relocation of a Concession Location or for any other reason, other than expenses for rebranding/reconcepting, which shall be counted. Concessionaire shall expend all monies required to complete the Midterm Refurbishments as required in this Section 6.16. Concessionaire shall commence the Midterm Refurbishments ~~during the fifth (5th) year after the NTP Expiration Date for the first Concession Location developed under Phase 2~~ **no later than August 1, 2026**, and complete **all of** the approved Midterm Refurbishments ~~before the end of the seventh (7th) year after the NTP Expiration Date for the last Concession Location developed under Phase 2~~ **no later than December 31, 2027**. ~~The amounts spent by Concessionaire for completed Midterm Refurbishments shall be counted towards the minimum Midterm Refurbishment investment of One Hundred Dollars (\$100.00) per square foot based on the aggregate square footage for the Concession Locations.~~

5. Section 22.44 of the Agreement is hereby deleted in its entirety and replaced with the following (bold/underlining omitted):

22.44 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

6. Sections 22.48 and 22.49 of the Agreement shall be deemed renumbered to Sections 22.49 and 22.50, respectively.

7. New Sections 22.51 through 22.57 are added to the Agreement as follows (bold/underlining omitted):

22.51 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Concessionaire represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Concessionaire represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Concessionaire represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

22.52 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Any reference to the term “Contractor” in this Section 22.52 shall be deemed a reference to Concessionaire.

22.53 Civil Rights - Title VI Assurances. Concessionaire shall abide by and comply with the nondiscrimination requirements set forth in **Exhibit E**, to the extent same are applicable by law, rule, regulation, or federal grant requirements.

22.54 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of the Federal Fair Labor Standards Act (29 C.F.R. Part 201, et seq.), and related regulations (collectively, “FLSA”), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Concessionaire must comply with the FLSA and has full responsibility to monitor compliance with the FLSA. Concessionaire must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

22.55 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910) (“OSHA”) with the same force and effect as if fully restated herein. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Concessionaire retains full responsibility to monitor its compliance and its Subconcessionaires’ compliance with

the applicable requirements of the OSHA. Concessionaire must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

22.56 Airport Security Requirements. Concessionaire must comply with the Airport Security Requirements as set forth in **Exhibit J**.

22.57 Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subconcessionaires of Concessionaire shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43 of the Code. Concessionaire shall comply with the requirements of Section 2-43 of the Code, including the requirement that Concessionaire compensate its employees, agents, representatives, contractors, and Subconcessionaires for time spent completing the emergency response training.

8. Article XX and Sections 20.1 through 20.2 of the Agreement are hereby null and void and of no effect.

9. **Exhibit E** is hereby deleted in its entirety and replaced with the revised **Exhibit E** attached hereto and incorporated herein. As of the effective date of this Amendment, every reference in the Agreement to **Exhibit E** shall be deemed to refer to the revised **Exhibit E** attached hereto. Any reference to the term "Sponsor" in **Exhibit E** shall be deemed a reference to County.

10. **Exhibit J**, attached hereto, is added to the Agreement.

11. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Concessionaire hereby attests under penalty of perjury as follows: Concessionaire is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Concessionaire declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

12. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Concessionaire, Concessionaire hereby attests under penalty of perjury that Concessionaire does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Concessionaire declares that they have read the foregoing statement and that the facts stated in it are true.

13. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Aviation Department, Concessionaire is strictly

prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Concessionaire must ensure that any use of generative artificial intelligence tools by Concessionaire or its Subconcessionaires does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Concessionaire must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

14. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

16. Concessionaire acknowledges that through the date this Amendment is executed by Concessionaire, Concessionaire has no claims or disputes against County relating to the Agreement, including as amended herein.

17. Except as otherwise expressly stated herein, the effective date of this Amendment shall be the date of complete execution by the Parties.

18. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2026; and Broward Duty Free, LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

Digitally signed by Kailie  
Rush  
Date: 2026.03.04  
13:15:11 -05'00'  
By Kailie Rush  
Kailie Rush (Date)  
Assistant County Attorney

Digitally signed by Israel  
Fajardo  
Date: 2026.03.04  
16:05:41 -05'00'  
By Israel Fajardo  
Israel Fajardo (Date)  
Senior Assistant County Attorney

KR/em  
Duty Free Sixth Amendment  
02/20/2026  
#1216579.3

SIXTH AMENDMENT TO FIRST AMENDED AND RESTATED DUTY FREE CONCESSION  
AGREEMENT FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

CONCESSIONAIRE

By: Philip Hancock  
Authorized Signer

Digitally signed by Philip Hancock  
DN: CN=Philip Hancock, O=3Sixty Duty Free, E=ph.hancock@3sixtydutyfree.com  
Reason: I am the author of this document  
Location  
Date: 2026.03.04 11:55:11-05'00'  
Foxit PDF Editor Version: 2025.3.0

Philip Hancock, CFO  
Print Name and Title

4th day of March, 2026

## EXHIBIT E - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Nondiscrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## EXHIBIT J – AIRPORT SECURITY REQUIREMENTS

(a) Airport Security Program and Aviation Regulations. Concessionaire must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to Concessionaire, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Concessionaire shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that Concessionaire and any Subconcessionaire personnel, including, but not limited to, employees, invitees, and guests of Concessionaire and any Subconcessionaire (collectively, "Concessionaire Personnel") observe these requirements. If required by the Aviation Department, Concessionaire shall conduct background checks of Concessionaire Personnel in accordance with applicable federal regulations. If as a result of any act or omission of Concessionaire, any Subconcessionaire, or Concessionaire Personnel, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of County, and/or any expense in enforcing County's Airport Security Program, then Concessionaire shall pay and/or reimburse to County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Concessionaire shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If Concessionaire fails to remedy any such deficiency, County may do so at the sole cost and expense of Concessionaire. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(b) Media Requirements and Access to Security Identification Display Areas. Concessionaire shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Concessionaire Personnel. In addition, Concessionaire shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Concessionaire Personnel transferred from the Airport or terminated from the employ of Concessionaire or any Subconcessionaire, and the immediate return of all Media issued to all Concessionaire Personnel upon expiration or termination of Concessionaire's agreement with County. Before any Media is issued to Concessionaire Personnel, Concessionaire must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Concessionaire Personnel complete security training programs conducted by the Aviation Department. Concessionaire shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Media and those not returned to the Aviation Department in accordance

with these provisions. The Aviation Department has the right to require Concessionaire to conduct background investigations and to furnish certain data on Concessionaire Personnel before the issuance of Media, which data may include the fingerprinting of applicants for such Media.

(c) Operation of Vehicles on the AOA. Concessionaire shall ensure that all Concessionaire Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Concessionaire or of any Subconcessionaire operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(d) Consent to Search/Inspection. Concessionaire's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Concessionaire and any Subconcessionaire shall not allow any Concessionaire Personnel to enter the AOA unless and until such Concessionaire Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Concessionaire Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by Concessionaire or by any Subconcessionaire at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Concessionaire or by any Subconcessionaire.

(e) Nondisclosure Agreement. If any Concessionaire Personnel are required by a contract with County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Concessionaire Personnel will be required to execute an SSI Nondisclosure Agreement provided by the Aviation Department.

The provisions of this Attachment shall survive the expiration or any other termination of this Agreement.

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