

**SIXTH AMENDMENT TO THE FIRST AMENDED AND RESTATED BUSINESS TECHNOLOGY
SERVICE CENTERS CONCESSION AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND
FORT LAUDERDALE BUSINESS AND CURRENCY SERVICES, LLC**

This Sixth Amendment (“Sixth Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and Fort Lauderdale Business and Currency Services, LLC, a Delaware limited liability company (“Concessionaire”) (collectively, the “Parties”), is effective as of the date this Sixth Amendment is fully executed by the Parties.

RECITALS

A. County and Concessionaire entered into a First Amended and Restated Business Technology Service Centers Concession Agreement with an effective date of April 1, 2018, which was amended by a First Amendment dated September 29, 2020, a Second Amendment dated September 29, 2021, a Third Amendment dated June 1, 2022, a Fourth Amendment dated March 20, 2023, and a Fifth Amendment dated August 21, 2025 (collectively, as so amended, the “Agreement”).

B. The Agreement is currently scheduled to expire on March 31, 2026.

C. The Agreement provided Concessionaire with an option to extend the Agreement by one (1) year contingent upon Concessionaire completing certain Extension Improvements by March 31, 2024, and satisfying a Minimum Capital Expenditure commitment of Forty Thousand Dollars (\$40,000) in connection with the Extension Improvements (collectively, the “Extension Conditions”).

D. The Parties wish to, among other things, remove the Extension Conditions from the Agreement and extend the Agreement by one (1) year (i.e., for the additional period from April 1, 2026, through March 31, 2027).

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

1. The foregoing Recitals are true and correct and incorporated herein. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

2. The Term of the Agreement is hereby extended by one (1) year (i.e., from April 1, 2026, through March 31, 2027).

3. Sections 2.2 and 2.3 of the Agreement are hereby deleted in their entirety.

4. Section 3.9 of the Agreement is amended as follows (strikethrough text indicates deletions; bold underlined text indicates additions):

3.9 Minimum Capital Expenditure. Concessionaire has met the ~~initial~~ Minimum Capital Expenditure requirement for the ~~initial~~ Improvements to the Assigned Areas in

the amount of not less than Two Hundred Thousand Dollars (\$200,000.00), within the ~~twelve-month~~ **twelve-month** period following the Effective Date. ~~Concessionaire shall make an additional Minimum Capital Expenditure of Forty Thousand Dollars (\$40,000.00) to complete the following improvements: remove the existing currency exchange located in Terminal 4 and install a new currency exchange kiosk in the Assigned Area (“Extension Improvements”). The new currency exchange shall be located in the Assigned Area as designated on Exhibit A, which may be modified as authorized in Section 3.1(g) of this Agreement.~~

...

5. Section 3.9(a) of the Agreement (commencing with the word “Concessionaire” and ending with the word “Agreement”) is hereby null and void and of no effect.

6. Section 20.1 is amended to read as follows (strikethrough text indicates deletions; bold underlined text indicates additions):

20.1 Nondiscrimination Requirements. ~~To the extent applicable, Concessionaire agrees to~~ **shall abide by and** comply with the nondiscrimination requirements set forth on **Exhibit C** attached hereto and made a part hereof, **to the extent same are applicable by law, rule, regulation, or federal grant requirements.**

...

20.1.5. Civil Rights – General. In all its activities within the scope of its airport program, the Concessionaire 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 Concessionaires and subcontractors from the bid solicitation period through the completion of the contract.

7. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Director of Aviation, 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 Subcontractors 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.

8. **Exhibit C** to the Agreement is deleted in its entirety and is replaced and superseded by the revised **Exhibit C** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit C** shall be deemed to refer to **Exhibit C** attached hereto.

9. Concessionaire acknowledges that through the date this Sixth Amendment is executed by Concessionaire, Concessionaire has no claims against County with respect to any of the matters covered by the Agreement, as amended, and Concessionaire has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

10. In the event of any conflict or ambiguity between this Sixth Amendment and the Agreement, the Parties agree that this Sixth Amendment shall control.

11. Preparation of this Sixth 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.

12. This Sixth 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.

13. The Agreement, as amended herein, 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 Sixth 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth 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 _____, 20__; and Fort Lauderdale Business and Currency Services, LLC, signing by and through its authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By **Israel Fajardo** _____
Digitally signed by Israel Fajardo
Date: 2026.02.17 13:56:29 -05'00'

Israel Fajardo (Date)
Senior Assistant County Attorney

IF/em
Business Technology 5th Amendment
02/6/2026
#1213712.2; 80071.124

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CONCESSIONAIRE

FORT LAUDERDALE BUSINESS AND
CURRENCY SERVICES, LLC

By: _____

Authorized Signer

Karen White

Print Name and Title

16th day of February, 2020

EXHIBIT C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Concessionaire, 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, subrecipients, 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; and

- 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 Concessionaire, 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 County 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 County 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, County 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 County to enter into any litigation to protect the interests of County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.