

# Memorandum



**Date:** May 5, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

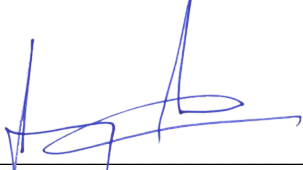
Supplement  
Agenda Item No. 8(A)(1)

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Supplemental Information to the Third Amendment to the Phase VI Lease at Miami-Opa locka Executive Airport Between Miami-Dade County and Foundry Meek VI, LLC; Legistar No. 260614

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This supplemental memorandum provides additional information for the Board of County Commissioners' consideration regarding the proposed agenda item. Because the action involves the lease of County-owned land, full compliance with Implementing Order (I.O.) No. 8-4 is required. The Administration has completed all due diligence activities mandated under I.O. 8-4, and the Aviation Department has documented the process accordingly. The completed due diligence package is included as Attachment A for the Board's review in connection with Foundry Meek VI, LLC and the potential assignee to the Phase VI lease, Fontainebleau Aviation Development, LLC.



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Jimmy Morales  
Chief Operating Officer

# Foundry Meek VI, LLC

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Attachment A

Additional Information pursuant to IO 8-4

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**Lessee of the Premises:**

Foundry Meek VI, LLC 420  
S Orange Ave., Suite 400  
Orlando, FL 32801

Foundry Meek VI, LLC was registered on April 02, 2025. Foundry Meek VI, LLC., is a newly created Florida LLC whose sole purpose is to build and operate the Premises upon execution of the lease amendment, more specifically, the Third Amendment to Phase VI Premises. Foundry Meek VI's sole purpose is to build and operate the premises (as described below) of that certain Phase IV Lease between the Foundry Meek VI and Miami-Dade County, as evidenced by that certain Phase VI Memorandum of Lease, dated April 1, 2019 (the "**Lease Agreement**").

**Premises (Description):**

The premises leased herein consist of the land identified in the attached Survey hereto as Exhibit "D," which is +/-7.05 acres (the "**Premises**").

**Use of Premises (Description):**

Foundry Meek VI shall use the Premises leased only for the purposes specifically authorized below, in accordance with the designed and developed buildings and the uses set forth by the CO issued for each improvement, MDAD's Minimum Standards (Operational Directive No. OD 09-01) and Chapter 25 as may be established and amended from time to time. Such services and uses may only be provided on the portion of the Premises developed by Foundry Meek VI, provided that the services and uses are in compliance with the Lease Agreement.

Foundry Meek VI shall develop the Premises for aviation related uses, which development shall include a minimum of 18,000 square feet (SF) of hangar space, a taxiway with a width of at least 65 feet, and at least sixteen (16) parking spaces.

**Prohibited Uses, Products and Services.**

Foundry Meek VI agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever, without the prior approval of MDAD. Foundry Meek VI shall not provide any products or services that are not specifically authorized by the Lease Agreement or by the County. Foundry Meek VI further agrees that its customers shall only be permitted to park vehicles on the Premises while utilizing Foundry Meek VI's services or facilities or while providing operations on the Premises.

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Attachment A

Additional Information pursuant to IO 8-4

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**Community Benefits:**

For each of the first three years after the Effective Date (2026, 2027, and 2028), Foundry Meek VI shall make a community benefit contribution of no less than \$50,000.00 per year to the City of Miami Gardens (the "City") to support community programs, subject to any approvals required by the City to accept or use such contributions. The contribution for 2026 shall be made no later than thirty (30) days after the Effective Date; the contribution for 2027 shall be made no later than January 31, 2027; and the contribution for 2028 shall be made no later than January 31, 2028. If any approvals required by the City to accept such contributions have not been issued by any of the foregoing deadlines, the contributions shall be due as soon thereafter as the City has issued any such required approvals.

**Improvements to Premises:**

As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of the Lease Agreement, Foundry Meek VI, for its convenience, shall, design, construct and pay for such improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), as shall be necessary to make the Premises suitable for Foundry Meek VI's use and occupancy for the purposes and uses described, in accordance with all applicable FAA and County requirements and all building, fire and environmental codes and the Americans with Disabilities Act.

**Development Period:**

Upon the effective date of the assignment of the Lease Agreement and the satisfaction of all conditions precedent to development as set forth elsewhere herein, Foundry Meek VI shall develop the Phase VI Premises for aviation related uses, provided that such development shall include a minimum of 18,000 square feet of hangar space, a taxiway that has a width of at least 65 feet, and at least sixteen (16) parking spaces. The Development Period which was incorporated into the Phase VI Lease ended on April 28, 2025, and was extended until the earlier to occur of (i) thirty-seven (37) months after the Effective Date or (ii) the date on which Foundry Meek VI notifies the County that it has completed construction of the improvements.

**Description of Improvements:**

Foundry Meek VI understands that the following needs to be constructed in connection with the development of the Premises, at its sole cost and expense:

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Attachment A

Additional Information pursuant to IO 8-4

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1. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and Improvements necessary for the development of the Premises.
2. All roadways, driveways, turn lanes, intersection Improvements, electric, water and sewer Improvements, cable, drainage, lighting, demolition, removal or relocation of potential obstacles to Foundry Meek VI and such other utilities necessary for the operation of the Premises, as determined in connection with the reviews required under the Lease Agreement.
3. Airside development including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any Improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
4. All safety and navigational aids, markings and signage.
5. Any other infrastructure or development needed to accomplish the objectives of the Lease Agreement, including any alterations or additions required by any authority having jurisdiction, including but not limited to the FAA.

Foundry Meek VI shall not make any alterations or modifications to existing facilities without the advanced written approval of MDAD. Because the Premises lies within the Urban Development Boundary, Foundry Meek VI shall connect to the sanitary sewer system, if the Premises is not currently connected, prior to commencement of development of the Premises.

**Industrial Waste Facilities:**

Foundry Meek VI shall be fully responsible for all industrial waste exiting the Premises and in response thereto shall provide, operate, and maintain adequate facilities on the Premises for separating, neutralizing, and treating industrial waste and foreign materials and the proper disposal thereof, in accordance with applicable laws, rules and regulations.

**Inspections:**

MDAD and/or its designated representatives shall have the right, upon not less than twenty-four (24) hours advanced written notice to Foundry Meek VIs (except in emergencies), during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification, and refurbishment required of Foundry Meek VI or the County to keep the Premises in good order and condition. Foundry Meek VI shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from MDAD. Trash and

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Attachment A

Additional Information pursuant to IO 8-4

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debris problems shall be corrected within twenty-four (24) hours following receipt of either oral or written notice from MDAD.

**Utilities:**

Unless the Premises are separately metered and billed directly to Foundry Meek VI by the utility company or included in the rental rates and Foundry Meek VI hereby agrees to pay monthly, upon billing by MDAD, for utilities consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of MDAD of the consumption by Foundry Meek VI and current nondiscriminatory rates charged others at the Airport. This monthly charge may also be adjusted and billed retroactively, from time to time, based on changes in consumption and rates. Foundry Meek VI shall pay for all other utilities used by it. In the event the Premises are metered and billed to MDAD, Foundry Meek VI shall pay for utility consumption based on the metered charge. The County shall have no obligation to provide utilities to the Premises other than those existing as of the effective date of this Agreement; provided if any utility is cut off or discontinued due to the willful misconduct of the County or MDAD, and such act(s) prevents Foundry Meek VI from being able to use any portion of the Premises for more than twenty-four (24) hours, then the Monthly Rent payable hereunder shall be abated based on the area of the Premises Foundry Meek VI does not use for the operation of its business on account of such utility interruption, on a per diem basis, until Foundry Meek VI is able to resume business operations or such utility interference stops, whichever is earlier.

**Third Party Mortgages:**

Third-party mortgages, if applicable, shall be subordinate to the interest of the County.

**Failure to Maintain:**

Foundry Meek VI shall, at its sole cost and expense, perform or cause to be performed, services which will, always, keep the Premises clean, neat, orderly, sanitary and presentable.

If it is determined by the Lessor that Foundry Meek VI has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by the Lease Agreement, the Lessor shall provide to Foundry Meek VI a list of deficiencies, reflecting the amount of time to be reasonably allowed for Foundry Meek VI to correct same. If Foundry Meek VI fails to correct such deficiencies within the time allowed under the Lease Agreement, the Lessor, in addition to its right under the Lease Agreement, shall provide notice of intent to perform repairs or cleanup and may enter upon the Premises and perform all work, which, in the judgment of the Lessor, may be necessary and the

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Attachment A

Additional Information pursuant to IO 8-4

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Lessor shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. After receipt of the further notice of intent to perform repairs or cleanup from the Lessor, Foundry Meek VI shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.

**Rent:**

Based on aviation use land rent rates effective October 1, 2025, which equal \$0.50 per SF, it is estimated that Foundry Meek VI shall pay the County, beginning on the effective date of the Third Amendment, \$12,795.75 per month in land rent on the entire leasehold comprised of 307,087 SF including the three new County-owned parcels, making for a total of approximately \$153,549.00 per year. MDAD projects that approximately \$22.89 million will be paid to the County over the total lease term. Rental rates are established by the BCC and are subject to change each year following appraisals by the County's appraiser in accordance with the terms of the Lease Agreement.

The County reserves the right to modify such rates throughout the term of the Lease Agreement in accordance with the terms of the Lease Agreement.

**EXHIBIT D  
LEGAL DESCRIPTION FOR PHASE VI PREMISES**

**SKETCH AND LEGAL DESCRIPTION  
MIAMI OPA-LOCKA EXECUTIVE AIRPORT  
"7 ACRES PARCEL"**

**LEGEND:**

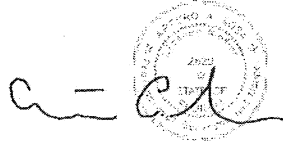
§ Section Line  
 O.R.B. Official Record Book  
 P.O.B. Point of Beginning  
 P.O.C. Point of Commencement  
 PG. Page  
 P.B. Plat Book  
 SEC. Section  
 SQ. FT. Square Feet  
 U.E. Utility Easement

**SURVEYOR'S REPORT:**

- The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- This sketch does not represent a land survey.
- Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- This document consists of three (3) sheets and each sheet will not be considered full, valid and complete unless attached to the others.
- Bearings shown hereon are based on an assumed value of N00°59'28"W along the West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way, as shown in "NW 42 AVE.-37 AVE. CONNECTOR RIGHT OF WAY MAP", as recorded in Plat Book 112, Page 96, said line also being the East line of Parcel "B" (OPA-LOCKA AIRPORT-Main Airport Property), as described in EXHIBIT A from that "OPINION OF TITLE", recorded in Official Records Book 19587, Page 838, all of the Public Records of Miami-Dade County, Florida.


**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: that the SKETCH AND LEGAL DESCRIPTION of the property described hereon was made under my supervision and that the SKETCH AND LEGAL DESCRIPTION meets the Standard of Practice set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon.  
 LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012



Digitally signed by Arturo A Sosa  
 Location: Miami, FL  
 Date: 2021.03.22 15:12:28 -04'00'

Arturo A. Sosa  
 Professional Surveyor and Mapper No. 2629  
 State of Florida  
 art@ludovici-orange.com



**LUDOVICI & ORANGE**  
 CONSULTING ENGINEERS, INC.  
 CERTIFICATE OF AUTHORIZATION NO. LB 1012  
 329 Palermo Avenue, Coral Gables, Florida 33134  
 Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.
CHECKED: A.J.
SCALE: N/A
DATE: 03-22-2021
PROJ. #: 2013 01B

SHEET:
<b>1</b>
OF 3 SHEETS


**LEGAL DESCRIPTION  
MIAMI OPA-LOCKA EXECUTIVE AIRPORT  
"7 ACRES PARCEL"**

**LEGAL DESCRIPTION:**

A portion of Parcel "B" (OPA-LOCKA AIRPORT-Main Airport Property), as described in EXHIBIT A from that "OPINION OF TITLE" recorded in Official Records Book 19587, Page 838, being a portion of Tract 128 of "MIAMI GARDENS", according to the Plat thereof, as recorded in Plat Book 2, Page 96, lying and being in a portion of the SW ¼ of Section 16, in a portion of the SE ¼ of Section 17, in a portion of the NE ¼ of Section 20, and in a portion of the NW ¼ of Section 21 of Township 52 South, Range 41 East, all of the Public Records of Miami-Dade County, Florida, City of Opa-Locka, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract "A" of "CARRIE MEEK WAREHOUSE DISTRIBUTION CENTER", according to the Plat thereof, as recorded in Plat Book 173, Page 7 of the Public Records of Miami-Dade County, Florida; thence N00°59'28"W as a basis of bearings along the West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way, as shown in "NW 42 AVE.-37 AVE. CONNECTOR RIGHT OF WAY MAP", as recorded in Plat Book 112, Page 96, said line also being the East boundary line of aforementioned Parcel "B", all of the Public Records of Miami-Dade County, Florida for a distance of 2406.78 feet to the POINT OF BEGINNING of the following described parcel of land; thence S88°38'28"W for a distance of 533.12 feet; thence N01°21'32"W for a distance of 396.80 feet to the point of intersection with a non-tangent curve to the right, a radial line to said point bears S49°32'02"W; thence 201.05 feet along the arc of said non-tangent curve to the right, having a radius of 285.58 feet and a central angle of 40°20'14" to the point of intersection with a non-tangent line; thence N89°49'30"E along said non-tangent line for a distance of 200.05 feet; thence N00°10'30"W for a distance of 152.00 feet to the point of intersection with a non-tangent curve to the right, a radial line to said point bears N64°57'22"E; thence 109.80 feet along the arc of said non-tangent curve to the right, having a radius of 262.50 feet and a central angle of 23°57'57" to the point of intersection with a tangent line; thence S01°04'42"E along said tangent line for a distance of 45.75 feet; thence N89°49'30"E for a distance of 375.75 feet; thence S00°59'28"E along said West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way and East boundary line of Parcel "B" for a distance of 277.73 feet to the point of intersection with a non-tangent curve to the left, a radial line to said point bears N15°12'46"E; thence the following four (4) courses along the North, West and South boundaries of "Pump Station 8-P5 easement", recorded in Official Records Book 10723, Page 1555 of the Public Records of Miami-Dade County, Florida; thence 7.86 feet along the arc of said non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 18°01'12" to the point of intersection with a tangent line; thence S87°11'34"W along said tangent line for a distance of 94.23 feet to the NW corner of said "Pump Station 8-P5 easement"; thence S01°04'47"E for a distance of 120.00 feet to the SW corner of said "Pump Station 8-P5 easement"; thence N87°11'34"E for a distance of 101.82 feet; thence S00°59'28"E along said West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way and East boundary line of Parcel "B" for a distance of 174.16 feet to the POINT OF BEGINNING. Containing 307,087 square feet or 7.05 acres, more or less.

This document consists of three (3) sheets and each sheet will not be considered full, valid and complete unless attached to the others.



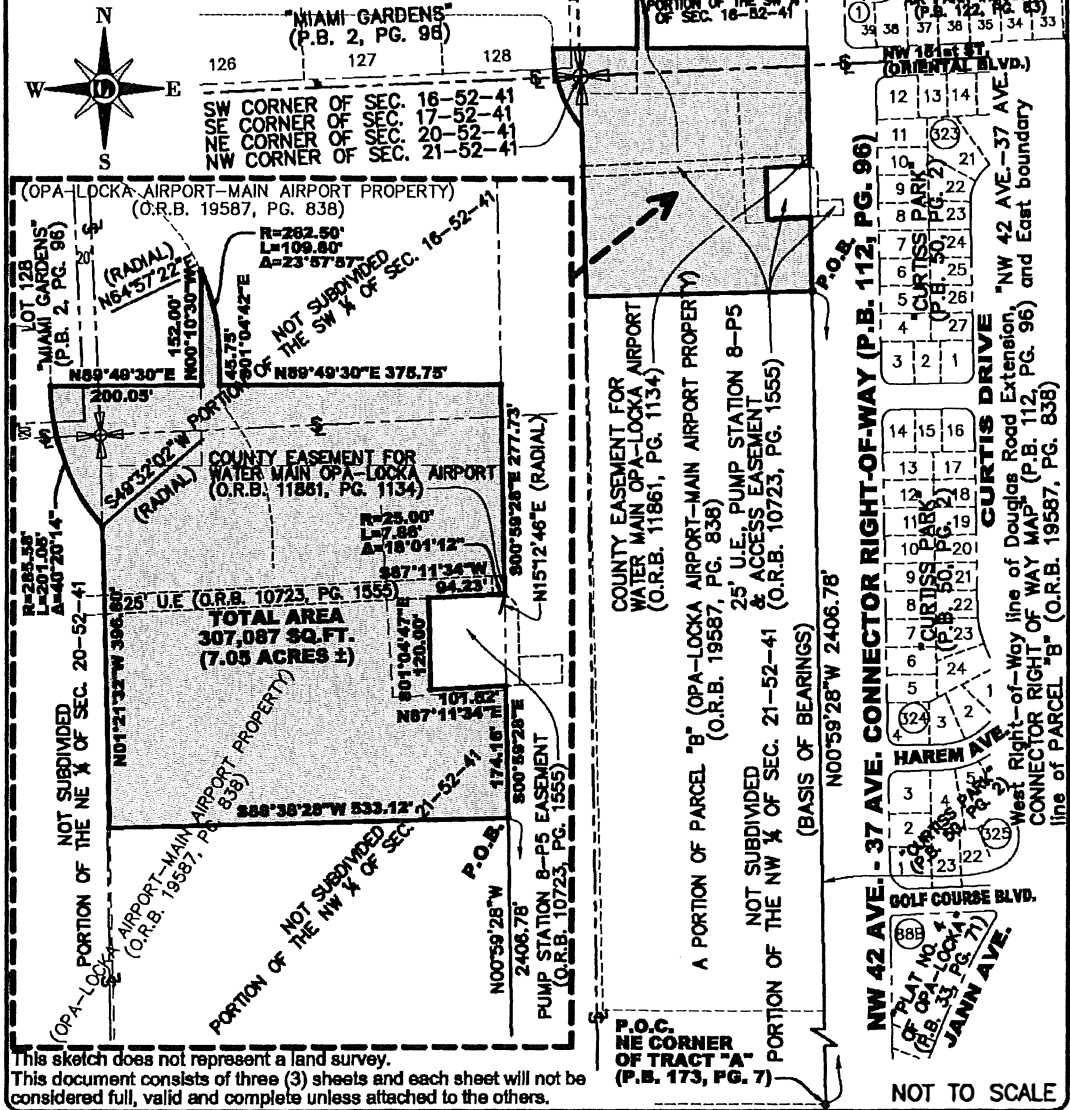
**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 1012  
329 Palermo Avenue, Coral Gables, Florida 33134  
Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.
CHECKED: A.J.
SCALE: N/A
DATE: 03-22-2021
PROJ. #: 2013 01B

SHEET:
<b>2</b>
OF 3 SHEETS

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
MIAMI OPA-LOCKA EXECUTIVE AIRPORT**

**"7 ACRES PARCEL"**



This sketch does not represent a land survey.  
This document consists of three (3) sheets and each sheet will not be considered full, valid and complete unless attached to the others.

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DRAWN: A.J.
CHECKED: A.J.
SCALE: AS NOTED
DATE: 03-22-2021
PROJ. #: 2013 01B

SHEET:
<b>3</b>
OF 3 SHEETS



**AFFIRMATION**

My name is PRYSE R. ELAM and I acknowledge that I have been duly sworn to make this affirmation:

I hereby affirm that I am the PRESIDENT OF FOUNDRY MEEK MANAGER I, LLC, THE MANAGER OF FOUNDRY MEEK AVIATION I, LLC SOLE MEMBER OF FOUNDRY MEEK VI, LLC and that I have full corporate authority to enter into and execute AMENDMENT TO Lease No. \_\_\_\_\_ with Miami-Dade Aviation Department on behalf of

FOUNDRY MEEK VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Company Name

By: [Signature] Date: \_\_\_\_\_  
Print Name  
President  
Title

STATE OF: Florida  
COUNTY OF: Orange

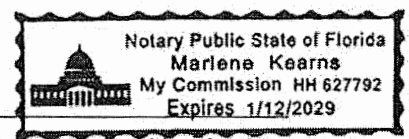
SUBSCRIBED AND SWORN TO (or affirmed) before me this 24<sup>th</sup> day of February, 2026 by Pryse R. Elam

(Authorized Representative) President of Foundry Meek Manager, LLC, who manages Foundry Meek Aviation I, LLC, of Sole Member of Foundry Meek VI, LLC, who is personally known to me or has produced \_\_\_\_\_ as

(Type of Identification)

and who ~~did~~ did not take an oath.

[Signature]  
(Signature of Notary)




(Notary Commission Number)

Notary Public – State of Florida  
(State)

Notary Stamp or Seal:

(SEE ATTACHED SIGNATURE PAGE)

Foundry Meek Manager I, LLC, a  
Delaware limited liability company

By:   
Name: Pryse R. Elam  
Title: President

STATE OF FLORIDA )

)SS

COUNTY OF )

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_, 2026, by Pryse R. Elam as President of Foundry Meek Manager I, LLC, a Delaware limited company, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public-State Florida  
Commission Number:

(SEAL)

APPLICATION & QUESTIONNAIRE

1. Name of Applicant: FOUNDRY MEEK VI, LLC A DELAWARE LIMITED LIABILITY COMPANY

2. Principal Office Address: 420 S. ORANGE AVE, STE 400 - ORLANDO, FL 32801

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Officer/Representative: PRICE RELAM

Title: PRESIDENT OF FOUNDRY MEEK VI, LLC, AS MANAGER  
OR FOUNDRY MEEK VI, LLC, AS MANAGER  
Address: 420 S. ORANGE AVE, STE 400 - ORLANDO, FL 32801  
Billing Address: 420 S. ORANGE AVE, STE 400 - ORLANDO, FL 32801

4. a.  Individual  Partnership  Corporation N/A LLC

If company is a corporation, is applicant a subsidiary?  Yes  No

If yes, please provide name and address of Parent Corporation:

b. If applicant is a Corporation, complete the following:

When Incorporated: \_\_\_\_\_

In what State: \_\_\_\_\_

If not a Florida Corporation, date of registration with Florida Secretary of State along with name and address of Florida Registered Agent:

c. If Partnership, complete the following:

Date of Organization: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_

Name and address of each Partner:

<u>Name</u>	<u>General/Limited Partnership</u>	<u>Address</u>

(Attach a copy of: Partnership Agreement and if applicable, the certificate evidencing compliance with the Florida Fictitious Name Statute).

5. Bank References:

<u>Bank</u>	<u>Address</u>
REGIONS BANK	100 N. TAMPA STREET, SUITE 3400 TAMPA, FL 33602

6. The Department reserves the right to request the financial statements of the corporation, partnership or individual making application for lease or contract. If the corporation or partnership is newly formed for the purpose of this lease or contract and not in business for a period of time greater than one year, the Department reserves the right to request the financial statements of stockholders of the corporation or the partners in a partnership of those holding more than 5% ownership interest in such partnership or corporation. In addition, the Department also reserves the right to review financial statements or any other material presented to a bonding company for the purpose of obtaining a Performance Bond.
7. The Applicant(s) understands that the information contained in this Application and Questionnaire Form is to be relied upon by the County in its consideration for entering into lease or contract and such information is warranted by the Applicant(s) to be true. The undersigned agrees to furnish upon request any additional information as may be required by the County.
8. The Applicant(s) understands that the County has the right to verify the information submitted and to seek any additional information relating to the Applicant(s). The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Applicant to perform under the lease or contract, without liability shall result in the County's withdrawal of its offer to enter into a lease or a contract.
9. The Applicant(s), if a corporation, must be authorized to do business in the State of Florida and must be incorporated under the laws of one of the States of the United States.

- Miami International Airport
- Kendall-Tamiami Airport
- Opa-locka Airport
- Homestead Airport

11. Purpose of which applicant intends to use space:

N/A APPLICANT IS CURRENTLY TENANT OF THE COUNTY AND INTENDS TO ASSIGN ITS INTEREST FOR DEVELOPMENT OF AVIATION USES

12. Type and amount of space needed (Offices, Warehouses, Ramps, Etc.)

SPACE IS APPROXIMATELY 7 ACRES OF VACANT LAND CURRENTLY LEASED FROM THE COUNTY

13. Number of years of experience applicant has had in operation of similar business: N/A

14. Give the names, locations and dates operation of similar business conducted by applicant in the last 6-years. N/A LEASE WITH COUNTY IS SOLE ASSET OF LLC

Name of Company	Location	Type of Business	Date

APPLICANT:

FOUNDRY MEEK VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Name:

PRESIDENT OF FOUNDRY MEEK MANAGER I, LLC ITS MANAGER  
Title:

Signature: \_\_\_\_\_

NOTE: An Officer or Owner(s) must sign all questions or requests for information.

3. SEE SIGNATURE ATTACHED

Foundry Meek Aviation I, LLC, a Delaware limited liability company, sole Member of Foundry Meek VI, LLC

By: Foundry Meek Manager I, LLC, a Delaware limited liability company, its Manager

By: *Pryse R. Elam*

Name: Pryse R. Elam

Title: President

STATE OF FLORIDA )

)SS

COUNTY OF Orange )

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 24<sup>th</sup> day of Feb., 2026, by Pryse R. Elam as President of Foundry Meek Manager I, LLC, a Delaware limited company, as Manager of Foundry Meek Aviation I, LLC, a Delaware limited liability company on behalf of the limited liability companies. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

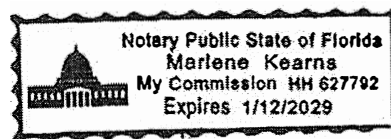
*Marlene Kearns*

Print Name: \_\_\_\_\_

Notary Public-State Florida

Commission Number:

(SEAL)





MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM
Rev. August, 2019

Miami-Dade County requires each party desiring to enter into a contract with the County to (1) sign an affidavit as to certain matters and (2) make a declaration as to certain other matters. This form contains both an Affidavit form for matters requiring the entity to sign under oath and a Declaration form for matters requiring only an affirmation or declaration for other matters.

The Affidavit form and the matters covered by the Affidavit are in the first portion of this document. The Declaration form and the matters covered by the Declaration are in the last portion of this document.

(A): THE FOLLOWING MATTERS REQUIRE THE ENTITY TO SIGN AN AFFIDAVIT UNDER OATH:

STATE OF FLORIDA
COUNTY OF PALM BEACH
STATE OR PROVINCE
COUNTRY U.S.A

Before me the undersigned authority appeared PRYSE R. ELLAM (Print Name), who is personally known to me or who has provided as

Identification and who did swear to the following:

That he or she is the duly authorized representative of FOUNDRY MEEK MANAGER I, THE MANAGER OF FOUNDRY MEEK AVIATION I, LLC, THE SOLE MEMBER OF FOUNDRY MEEK II, LLC
(Name of Entity)
420 S. ORANGE AVENUE, STE 400 - ORLANDO, FLORIDA 32801
(Address of Entity)

8194101081571411
Federal Employment Identification Number

(hereinafter referred to as the contracting "entity"), and that he or she is the entity's PRESIDENT OF FOUNDRY MEEK MANAGER I, LLC, MANAGER OF FOUNDRY MEEK AVIATION I, LLC THE SOLE MEMBER OF FOUNDRY MEEK II, LLC
(Sole Proprietor)(Partner)(Member)(President or Other Authorized Officer)

That he or she has full authority to make this affidavit, and that the information given herein and the documents attached hereto are true and correct; and
That he or she says as follows.

**I. OWNERSHIP DISCLOSURE AFFIDAVIT**

Section 2-8.1(d) of the Code of Miami-Dade County requires the contracting entity to disclose under oath the following information.

Check this box if the entity is a publicly-traded corporation which makes the entity exempt from the requirement of disclosing information in questions 1-9.

Check this box and answer the following questions if the entity is not a publicly-traded corporation:

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:  
FOUNDRY MEEK, JT, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
420 S. ORANGE AVE., STE 400 - DREXEL, FLOR 32001

2. If the contract or business transaction is with a Corporation, provide the full legal name and business address and title for each officer.

\_\_\_\_\_

3. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each director.

\_\_\_\_\_

4. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

\_\_\_\_\_

5. If the contract or business transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary. All such names and addresses are:

\_\_\_\_\_

6. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President:	_____	(b) President:	_____
Vice-President:	_____	Vice-President:	_____
Secretary:	_____	Secretary:	_____
Treasurer:	_____	Treasurer:	_____

7. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) Foundry Mass Aviation LLC (d) \_\_\_\_\_  
(Name) (Name)  
(c) Sole Member (d) \_\_\_\_\_  
(Title) (Title)

8. If the contract or business transaction is with an LLC, please complete the LLC Affidavit form and proceed to the next question.

9. The full legal name and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

NONE

10. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No) No

11. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County provides health care benefits to its employees performing work under this Contract. (Yes/No) No

12. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender.

(ADD EXTRA SHEETS IF NEEDED) N/A NO EMPLOYEES

- Post Office Box addresses not acceptable.

- If a Joint Venture, list this information for each member of the Joint Venture

II: **EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION (Section 2-8.1.2 of the Miami-Dade County Code)**

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free environment at all workplaces.
3. Availability of drug counseling, rehabilitation and employee assistance programs.
4. Penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify to employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such

conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such of its own accord and such policy meets the intent of this ordinance.

Check this box if, pursuant to Section 2-8.1.2(e) of the Code of Miami-Dade County, the entity has read the aforementioned requirements and the entity is in compliance.

III. ARREARAGE AFFIDAVIT (Section 2-8.1 of the Code)

The entity verifies that the entity submitting this affidavit is current in its obligations to the County and is not otherwise in default of any County contract. In addition, the entity verifies that the entity submitting this affidavit is not in arrears under any individual contract with the County in excess of \$25,000 and which arrearage has been delinquent for greater than 180 days, or if such arrearage exists, the County has agreed in writing to a repayment schedule.

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

The contracting entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96, codified as Section 2-8.1(f) of the Code of Miami-Dade County.

The above named entity hereby affirms its understanding that its failure to comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

This single execution shall have the same force and effect as if each of the above four affidavits had been individually executed.

FOUNDRY MEER VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Full name of entity BY FOUNDRY MEER AVIATION I, LLC ITS SOLE MEMBER BY

By: [Signature] PRESIDENT OF FOUNDRY MEER MANAGER I, LLC Title THE MANAGER Date  
Signature of Representative  
FRYSE R. ELAN  
Print Name of Representative

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
STATE OR PROVINCE \_\_\_\_\_  
COUNTRY \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me 24<sup>th</sup> day of February, 20\_\_

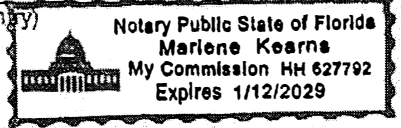
by FRYSE R. ELAN President of Foundry Meer Manager I, LLC who is personally  
(Authorized Representative)

known to me or who has produced \_\_\_\_\_ as  
(Type of Identification)

And who has taken an oath.  
[Signature]  
(Signature of Notary)

\_\_\_\_\_  
(Notary Commission Number)

Notary Public - State or Country of \_\_\_\_\_ Notary Stamp or Seal:  
(State/Country)



*Foundry Meer  
Aviation I, LLC  
sole member  
of Foundry  
Meer VI, LLC*

**(B), THE FOLLOWING MATTERS REQUIRE THE ENTITY TO MAKE A DECLARATION OR STATEMENT AS TO THE MATTER COVERED BY THIS DECLARATION FORM:**

**1. FAMILY LEAVE PLAN DECLARATION (County Code Chap. 11A, Art V)**

The entity hereby acknowledges the provisions of Section 11A-29 of the Miami-Dade County Code that requires each entity having more than fifty (50) employees working in Miami-Dade County to comply with the Family Leave ordinance set forth in Section 11A-29, and that Section 11A-29 provides that an employee who has worked for the above firm at least one year shall be entitled to 90 days family leave during any 24 month period for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation, among other things provided in such section. In addition, the entity declares that, if less than 50 are employed in Miami-Dade County by the entity at the time of execution of this Declaration, the entity will comply with the provisions of Section 11A-29 when it employs 50 or more employees in Miami-Dade County.

**2. DISABILITY AND NONDISCRIMINATION DECLARATION**

The entity is in compliance with, and agrees to continue to comply with, and assures that any subcontractor, or third party contractor under an agreement to which this Declaration applies, complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, providing programs and services, transportation, communications, access to facilities, renovations, and new construction:

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended, 42 U.S.C. Section 1642; The Fair Housing Act, as amended, 42 U.S.C. Section 3601-3631

**3. CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the Code)**

The entity affirms its awareness of Section 2-8.6 of the Code of Miami-Dade County that requires the entity to disclose whether, during the past ten years, the entity or any officer, director or executive thereof has been convicted of a felony, and that such disclosure must be made at the time of bid or proposal submission. Any such applicable disclosure is attached to this Affidavit and Declaration form.

**4. DECLARATION AS TO PUBLIC ENTITY CRIMES (Florida Statutes, § 287.133(3)(a))**

The entity is aware of the provisions of Section 287.133 of the Florida Statutes that prohibits the entity from transacting business with the County if the entity or any affiliate, as defined in the statute, has been placed on the convicted vendor list following a conviction for a public entity crime.

As to Section 287.133, the entity understands that:

A. A "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation;

B. "Convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication

of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere;

C. An "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

D. A "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity;

6. **DECLARATION OF OWNERSHIP INTEREST IN PROPERTY TO BE LEASED.**

If this Affidavit and Declaration Form applies to property owned by the County to be leased to the entity, the entity declares its awareness of the obligation to identify the extent of the entity's ownership interest—if any—in the property to be leased to the entity. Any such ownership interest is reflected in a document attached to this Affidavit and Declaration Form.

6. **AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY**

- The entity has a current Affirmative Action Plan and/or Procurement Policy as required by Section 2-8.1.5 of the Code; or
- The contracting entity has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Section 2-8.1.5 of the Code. Said contracting entity has a current Board of Directors Disclosure form as required by Section 2-8.1.5, processed and approved for filing with Miami-Dade County Office of Capital Improvements under File No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_; or
- The requirements of Section 2-8.1.5 are not applicable to the entity because the entity has annual gross revenues less than or equal to \$5 million; or
- The contracting entity is a foreign air carrier as defined under federal law and has been granted an exemption under U.S. Department of Transportation Docket No. \_\_\_\_\_ to engage in air carrier service within the United States.

Foundry Meek II, LLC  
Full Name of Entity

*Pryse R. Elam*  
Signature of Entity Representative *Pryse R. Elam, President*

Print Name of Entity Representative

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS  
OF NON- FLORIDA (FOREIGN) LIMITED LIABILITY COMPANY**

WE, (print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit)

<u>Full name</u>	<u>Title(s)</u>
<u>FOUNDRY MEEK AVIATION, LLC A DELAWARE LIMITED LIABILITY COMPANY</u>	<u>SOLE MEMBER OF FOUNDRY MEEK VI, LLC A DELAWARE LIMITED LIABILITY COMPANY</u>
<u>FOUNDRY MEEK MANAGEMENT, LLC A DELAWARE LIMITED LIABILITY COMPANY</u>	<u>MANAGER OF FOUNDRY MEEK AVIATION I, LLC A DELAWARE LIMITED LIABILITY COMPANY</u>
<u>FRYSE R. ELAM</u>	<u>PRESIDENT OF FOUNDRY MEEK MANAGEMENT I, LLC</u>
<u>NEIL F. KOWKE</u>	<u>VICE PRESIDENT OF FOUNDRY MEEK MANAGEMENT I, LLC</u>

hereby swear or affirm that :

- The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, or the equivalent\* thereof, of the Non-Florida (Foreign) Limited Liability Company known as FOUNDRY MEEK VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY (Print name of the Non-Florida (Foreign) Limited Liability Company as the name appears in the Articles of Organization, as that term is defined by Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, or the equivalent\* thereof, currently filed with the Secretary of State of the State of DELAWARE ) (Print name of State where Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed) or other jurisdiction, to wit, \_\_\_\_\_ (Print the name of the country or other jurisdiction where the Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed;

\* The term "equivalent" shall mean for the purposes of this Affidavit, with respect to "persons" or "entities", any person or entity which has or may have any one or more of the duties or powers or obligations or responsibilities or authorities, real or apparent, of a Member, Managing Member, or Manager, as those terms are defined in Section 608.402, Fla. Stat. (2004), as same may be amended from time to time. The term "equivalent" shall mean for the purposes of this Affidavit, with respect to instruments or documents or articles of organization or operating agreements or written agreements or oral agreements, any written agreement or oral agreement or instrument or document which has or may have any one or more of the functions or purposes of any instrument, document, operating agreement, written agreement or oral agreement described or mentioned in this Affidavit.

2. There are no Members, Managing Members or Managers, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company or in any operating agreement, written or oral, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, THIRD AMENDMENT TO PHASE VI LEASE (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the aforesaid Non-Florida(Foreign) Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, RYSE R. GLAN AS PRESIDENT OF FOUNDRY MEEK MANAGEMENT LLC AS MANAGER OF FOUNDRY MEEK INDIANA, LLC (Print the title of the instrument or document) for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida. AS INCORPORATED BY FOUNDRY MEEK VI, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year)  
by \_\_\_\_\_ (print name legibly), who is personally known to me  
or who has produced \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other Members, Managing Members, and Managers of LLC, as needed)

*SEE ATTACHED SIGNATURE PAGE*

Foundry Meek Aviation I, LLC, a Delaware limited liability company, sole Member of Foundry Meek VI, LLC

By: Foundry Meek Manager I, LLC, a Delaware limited liability company, its Manager

By: *Pryse R. Elam*  
Name: Pryse R. Elam  
Title: President

STATE OF FLORIDA )

)SS

COUNTY OF Orange )

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 24<sup>th</sup> day of Feb., 2026, by Pryse R. Elam as President of Foundry Meek Manager I, LLC, a Delaware limited company, as Manager of Foundry Meek Aviation I, LLC, a Delaware limited liability company on behalf of the limited liability companies. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

*Marlene Pearson*  
Print Name: \_\_\_\_\_  
Notary Public-State Florida  
Commission Number:

(SEAL)

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS  
OF NON-FLORIDA (FOREIGN) LIMITED LIABILITY COMPANY**

WE, (print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit)

<u>Full name</u>	<u>Title(s)</u>
<u>FOUNDRY MEEK AVIATION I, LLC</u> <u>A DELAWARE LIMITED LIABILITY COMPANY</u>	<u>SOLE MEMBER OF FOUNDRY MEEK VI, LLC</u> <u>A DELAWARE LIMITED LIABILITY COMPANY</u>
<u>FOUNDRY MEEK MANAGEMENT I, LLC</u> <u>A DELAWARE LIMITED LIABILITY COMPANY</u>	<u>MANAGER OF FOUNDRY MEEK AVIATION I, LLC</u> <u>A DELAWARE LIMITED LIABILITY COMPANY</u>
<u>FRISBIE E. BLUM</u>	<u>PRESIDENT OF FOUNDRY MEEK MANAGEMENT I, LLC</u>
<u>NEIL F. KOWKE</u>	<u>VICE PRESIDENT OF FOUNDRY MEEK MANAGEMENT I, LLC</u>

hereby swear or affirm that: *see Exhibit "A" Background*

I. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, or the equivalent\* thereof, of the Non-Florida (Foreign) Limited Liability Company known as Foundry Meek VI, LLC, a Delaware Limited Liability Company (Print name of the Non-Florida (Foreign) Limited Liability Company as the name appears in the Articles of Organization, as that term is defined by Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, or the equivalent\* thereof, currently filed with the Secretary of State of the State of Delaware) (Print name of State where Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed) or other jurisdiction, to wit, \_\_\_\_\_ (Print the name of the country or other jurisdiction where the Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed;

\* The term "equivalent" shall mean for the purposes of this Affidavit, with respect to "persons" or "entities", any person or entity which has or may have any one or more of the duties or powers or obligations or responsibilities or authorities, real or apparent, of a Member, Managing Member, or Manager, as those terms are defined in Section 608.402, Fla. Stat. (2004), as same may be amended from time to time. The term "equivalent" shall mean for the purposes of this Affidavit, with respect to instruments or documents or articles of organization or operating agreements or written agreements or oral agreements, any written agreement or oral agreement or instrument or document which has or may have any one or more of the functions or purposes of any instrument, document, operating agreement, written agreement or oral agreement described or mentioned in this Affidavit.

2. There are no Members, Managing Members or Managers, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company or in any operating agreement, written or oral, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, THIRD AMENDMENT TO PHASE VI LEASE (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the aforesaid Non-Florida (Foreign) Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, LEASE R. LEAN AS PRESIDENT OF FOUNDATION MANAGEMENT LLC AS MANAGER OF FOUNDRY OVER MOUNTAIN, LLC (Print the title of the instrument or document) for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signature

Title(s)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ (year)  
 by \_\_\_\_\_ (print name legibly), who is personally known to me  
 or who has produced \_\_\_\_\_ (type of identification).

(Signature of Notary Public)

(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other Members, Managing Members, and Managers of LLC, as needed)

SEE ATTACHED SIGNATURE PAGE



# Exhibit "A"

## BACKGROUND

By way of background on August 4, 2008, the County entered into a Development Lease Agreement with the Carrie Meek Foundation, Inc., a Florida not-for-profit corporation for the development of approximately 121 acres of land at Opa Locka Airport. The Development Lease Agreement was amended on October 28, 2016 to amend certain terms and conditions of the Development Lease Agreement and to approve the assignment of the Development Lease Agreement to CCRE Meek, LLC, a Delaware limited liability company owned 30% by CPM Community First, Inc, a Florida corporation which is a subsidiary of the Carrie P. Meek Foundation and 70% by Foundry Meek Manager, LLC an affiliate of Foundry Commercial HQ Services, LP ( now known as Foundry Commercial Holdings, LP). In accordance with the terms of the Development Lease Agreement, CCRE Meek, LLC created separate phases for the development of the land consisting of Foundry Meek I, LLC, Foundry Meek II, LLC, Foundry Meek III, LLC, Foundry Meek IV, LLC and Foundry Meek VI, LLC all ultimately owned and controlled by the same entities which owned and controlled CCRE Meek, LLC. In accordance with the terms of the Development Lease, in excess of \$110,000,000 has been expended developing the land subject to the Development Lease, including the Amazon Fulfillment Center of approximately 2,500,000 square feet ( Phase I), approximately 280,800 square feet of industrial space (Phase II) office building of approximately 5,000 square feet which is used as the headquarters of the Carrie Meek Foundation (Phase III) approximately 374,000 square feet of industrial space (Phase IV). Phase VI which is the subject of the Third Amendment to the Phase VI Lease is to be developed for aviation purposes as provided in the amendment.

### OWNERSHIP OF FOUNDRY MEEK VI, LLC

Foundry Meek Aviation I, LLC, a Delaware limited liability sole member of Foundry Meek VI, LLC, a Delaware limited liability company. The Members of Foundry Meek Aviation I, LLC are CPM Community First, Inc. a Florida corporation which is a subsidiary of the Carrie P. Meek Foundation and Foundry Meek Manager I, LLC, a Delaware limited liability company 30% member and Foundry Meek Manager I, LLC 70% member.

Lucia Davis-Raiford is a director of CPM Community First, Inc. and President and CEO of the Carrie P. Meek Foundation.

See Attachment I regarding The Carrie Meek Foundation.

The Members of Foundry Meek Manager I, LLC, a Delaware limited liability company are Foundry Meek Owner, LLC, a Delaware limited liability company and LIT Industrial Limited Partnership, a Delaware limited partnership. They have the same ownership interest as they had in Foundry Meek Manager, LLC. The officers of Foundry Meek Manager I, LLC are Pryse R. Elam, President and Neal F. Konker, Vice President.

LIT Industrial Limited Partnership is controlled by Clarion Lion Industrial Trust. Clarion Lion Industrial Trust is a non-listed, private, core-plus real estate investment trust (REIT) managed by Clarion Partners, focusing on big-box distribution centers in major U.S. industrial markets. It is

not a publicly traded stock, making its shares less liquid and typically available to institutional or accredited investors which is managed by Clarion Partners.

Neal F. Konker is a Senior Vice President of Clarion Partners, LLC.

See Attachment 2 regarding Real Estate Investment Firm | Clarion Partners.

Foundry Meek Owner, LLC is 100% owned by Foundry Commercial Development Fund I, LP which has Foundry Commercial Holdings, LP, as its general partner (10%) interest and Recap-Fulcrum SE Investment Fund, LLC is a 90% limited partner. Recap-Fulcrum SE Investment Fund, LLC is private equity fund with qualified institutional investors.

Foundry Commercial Holdings, LP has as its general partner, Foundry Commercial Partners, LLC, a Delaware limited liability company. The President of Foundry Meek Owner, LLC and President of Foundry Meek Manager I, LLC is Pryse R. Elam, President of Development and Investment of Foundry Commercial Partners, LLC, a Delaware limited liability company.

See Attachment 3 regarding Pryse Elam | Foundry Commercial.

See Attachment 4 regarding National Commercial Real Estate Services | Foundry Commercial.

ULTIMATE PARTIES HAVING 5% OR MORE OWNERSHIP INTEREST  
IN FOUNDRY MEEK VI, LLC

CPM COMMUNITY FIRST, INC	30%	INTEREST
LIT INDUSTRIAL LIMITED PARTNERSHIP	63%	INTEREST
Recap-Fulcrum SE Investment Fund, LLC	6.3%	INTEREST

# Fontainebleau Aviation Development, LLC

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## Attachment A

### Additional Information pursuant to IO 8-4

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#### **Assignee of the Premises:**

Fontainebleau Aviation Development LLC  
19950 West County Club Drive  
10th Floor  
Aventura, FL 33180

Fontainebleau Aviation Development LLC (the "Assignee") was formed as a Florida Limited Liability Company on November 23, 2021, by the filing of an Articles of Organization with the Florida Secretary of State. The Assignee's sole purpose is to build and operate the Premises (as described below) upon assignment of that certain Phase IV Lease between the Assignee and Miami-Dade County, as evidenced by that certain Phase VI Memorandum of Lease, dated April 1, 2019 (the "**Lease Agreement**").

#### **Premises (Description):**

The premises leased herein consist of the land identified in the Survey attached hereto as Exhibit "D," which is +/-7.05 acres (the "**Premises**")

#### **Use of Premises (Description):**

The Assignee shall use the Premises leased only for the purposes specifically authorized below, in accordance with the designed and developed buildings and the uses set forth by the CO issued for each improvement, MDAD's Minimum Standards (Operational Directive No. OD 09-01) and Chapter 25 as may be established and amended from time to time. Such services and uses may only be provided on the portion of the Premises developed by the Assignee, provided that the services and uses are in compliance with the Lease Agreement.

The Assignee shall develop the Premises for aviation related uses, which development shall include a minimum of 18,000 square feet (SF) of hangar space, a taxiway with a width of at least 65 feet, and at least sixteen (16) parking spaces.

#### **Prohibited Uses, Products and Services.**

The Assignee agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever, without the prior approval of MDAD. The Assignee shall not provide any products or services that are not specifically authorized by the Lease Agreement or by the County. The Assignee further agrees that its customers shall only be permitted to park vehicles on the Premises while utilizing Assignee's services or facilities or while providing operations on the Premises.

#### **Community Benefits:**

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## Attachment A

### Additional Information pursuant to IO 8-4

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For each of the first three years after the Effective Date (2026, 2027, and 2028), the Assignee shall make a community benefit contribution of no less than \$50,000.00 per year to the City of Miami Gardens (the "City") to support community programs, subject to any approvals required by the City to accept or use such contributions. The contribution for 2026 shall be made no later than thirty (30) days after the Effective Date; the contribution for 2027 shall be made no later than January 31, 2027; and the contribution for 2028 shall be made no later than January 31, 2028. If any approvals required by the City to accept such contributions have not been issued by any of the foregoing deadlines, the contributions shall be due as soon thereafter as the City has issued any such required approvals.

#### **Improvements to Premises:**

As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of the Lease Agreement, the Assignee, for its convenience, shall, design, construct and pay for such improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), as shall be necessary to make the Premises suitable for the Assignee's use and occupancy for the purposes and uses described, in accordance with all applicable FAA and County requirements and all building, fire and environmental codes and the Americans with Disabilities Act.

#### **Development Period:**

Upon the effective date of the assignment of the Lease Agreement and the satisfaction of all conditions precedent to development as set forth elsewhere herein, the Assignee shall develop the Phase VI Premises for aviation related uses, provided that such development shall include a minimum of 18,000 square feet of hangar space, a taxiway that has a width of at least 65 feet, and at least sixteen (16) parking spaces. The Development Period which was incorporated into the Phase VI Lease ended on April 28, 2025, and was extended until the earlier to occur of (i) thirty-seven (37) months after the Effective Date or (ii) the date on which the Assignee notifies the County that it has completed construction of the improvements.

#### **Description of Improvements:**

The Assignee understands that the following needs to be constructed in connection with the development of the Premises, at its sole cost and expense:

1. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and Improvements necessary for the development of the Premises.

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## Attachment A

### Additional Information pursuant to IO 8-4

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2. All roadways, driveways, turn lanes, intersection Improvements, electric, water and sewer Improvements, cable, drainage, lighting, demolition, removal or relocation of potential obstacles to Assignee and such other utilities necessary for the operation of the Premises, as determined in connection with the reviews required under the Lease Agreement.
3. Airside development including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any Improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
4. All safety and navigational aids, markings and signage.
5. Any other infrastructure or development needed to accomplish the objectives of the Lease Agreement, including any alterations or additions required by any authority having jurisdiction, including but not limited to the FAA.

The Assignee shall not make any alterations or modifications to existing facilities without the advanced written approval of MDAD. Because the Premises lies within the Urban Development Boundary, Assignee shall connect to the sanitary sewer system, if the Premises is not currently connected, prior to commencement of development of the Premises.

#### **Industrial Waste Facilities:**

The Assignee shall be fully responsible for all industrial waste exiting the Premises and in response thereto shall provide, operate, and maintain adequate facilities on the Premises for separating, neutralizing, and treating industrial waste and foreign materials and the proper disposal thereof, in accordance with applicable laws, rules and regulations.

#### **Inspections:**

MDAD and/or its designated representatives shall have the right, upon not less than twenty-four (24) hours advanced written notice to Assignees (except in emergencies), during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification, and refurbishment required of the Assignee or the County to keep the Premises in good order and condition. The Assignee shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from MDAD. Trash and debris problems shall be corrected within twenty-four (24) hours following receipt of either oral or written notice from MDAD.

#### **Utilities:**

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Attachment A

Additional Information pursuant to IO 8-4

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Unless the Premises are separately metered and billed directly to the Assignee by the utility company or included in the rental rates and the Assignee hereby agrees to pay monthly, upon billing by MDAD, for utilities consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of MDAD of the consumption by the Assignee and current nondiscriminatory rates charged others at the Airport. This monthly charge may also be adjusted and billed retroactively, from time to time, based on changes in consumption and rates. The Assignee shall pay for all other utilities used by it. In the event the Premises are metered and billed to MDAD, the Assignee shall pay for utility consumption based on the metered charge. The County shall have no obligation to provide utilities to the Premises other than those existing as of the effective date of this Agreement; provided if any utility is cut off or discontinued due to the willful misconduct of the County or MDAD, and such act(s) prevents Assignee from being able to use any portion of the Premises for more than twenty-four (24) hours, then the Monthly Rent payable hereunder shall be abated based on the area of the Premises Assignee does not use for the operation of its business on account of such utility interruption, on a per diem basis, until the Assignee is able to resume business operations or such utility interference stops, whichever is earlier.

**Third Party Mortgages:**

Third-party mortgages, if applicable, shall be subordinate to the interest of the County.

**Failure to Maintain:**

The Assignee shall, at its sole cost and expense, perform or cause to be performed, services which will, always, keep the Premises clean, neat, orderly, sanitary and presentable.

If it is determined by the Lessor that the Assignee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by the Lease Agreement, the Lessor shall provide to the Assignee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Assignee to correct same. If the Assignee fails to correct such deficiencies within the time allowed under the Lease Agreement, the Lessor, in addition to its right under the Lease Agreement, shall provide notice of intent to perform repairs or cleanup and may enter upon the Premises and perform all work, which, in the judgment of the Lessor, may be necessary and the Lessor shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. After receipt of the further notice of intent to perform repairs or cleanup from the Lessor, the Assignee shall not undertake

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Attachment A

Additional Information pursuant to IO 8-4

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performance of such repairs or cleanup without specific prior written authorization from the Lessor.

**Rent:**

Based on aviation use land rent rates effective October 1, 2025, which equal \$0.50 per SF, it is estimated that the Assignee shall pay the County, beginning on the effective date of the Third Amendment, \$12,795.75 per month in land rent on the entire leasehold comprised of 307,087 SF including the three new County-owned parcels, making for a total of approximately \$153,549.00 per year. MDAD projects that approximately \$22.89 million will be paid to the County over the total lease term. Rental rates are established by the BCC and are subject to change each year following appraisals by the County's appraiser in accordance with the terms of the Lease Agreement.

The County reserves the right to modify such rates throughout the term of the Lease Agreement in accordance with the terms of the Lease Agreement.

**EXHIBIT D  
LEGAL DESCRIPTION FOR PHASE VI PREMISES**

**SKETCH AND LEGAL DESCRIPTION  
MIAMI OPA-LOCKA EXECUTIVE AIRPORT  
"7 ACRES PARCEL"**

**LEGEND:**

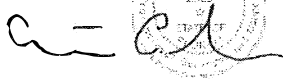
§ Section Line  
 O.R.B. Official Record Book  
 P.O.B. Point of Beginning  
 P.O.C. Point of Commencement  
 PG. Page  
 P.B. Plat Book  
 SEC. Section  
 SQ. FT. Square Feet  
 U.E. Utility Easement

**SURVEYOR'S REPORT:**

-The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.  
 -This sketch does not represent a land survey.  
 -Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.  
 -This document consists of three (3) sheets and each sheet will not be considered full, valid and complete unless attached to the others.  
 -Bearings shown hereon are based on an assumed value of N00°59'28"W along the West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way, as shown in "NW 42 AVE.-37 AVE. CONNECTOR RIGHT OF WAY MAP", as recorded in Plat Book 112, Page 96, said line also being the East line of Parcel "B" (OPA-LOCKA AIRPORT-Main Airport Property), as described in EXHIBIT A from that "OPINION OF TITLE", recorded in Official Records Book 19587, Page 838, all of the Public Records of Miami-Dade County, Florida.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: that the SKETCH AND LEGAL DESCRIPTION of the property described hereon was made under my supervision and that the SKETCH AND LEGAL DESCRIPTION meets the Standard of Practice set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon.  
 LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012



Digitally signed by Arturo A Sosa  
 Location: Miami, FL  
 Date: 2021.03.22 15:12:28 -04'00'

Arturo A. Sosa  
 Professional Surveyor and Mapper No. 2629  
 State of Florida  
 art@ludovici-orange.com



**LUDOVICI & ORANGE**  
 CONSULTING ENGINEERS, INC.  
 CERTIFICATE OF AUTHORIZATION NO. LB 1012  
 329 Palermo Avenue, Coral Gables, Florida 33134  
 Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.
CHECKED: A.J.
SCALE: N/A
DATE: 03-22-2021
PROJ. #: 2013 01B

SHEET:
1
OF 3 SHEETS

**LEGAL DESCRIPTION  
MIAMI OPA-LOCKA EXECUTIVE AIRPORT  
"7 ACRES PARCEL"**

**LEGAL DESCRIPTION:**

A portion of Parcel "B" (OPA-LOCKA AIRPORT-Main Airport Property), as described in EXHIBIT A from that "OPINION OF TITLE" recorded in Official Records Book 19587, Page 838, being a portion of Tract 128 of "MIAMI GARDENS", according to the Plat thereof, as recorded in Plat Book 2, Page 96, lying and being in a portion of the SW ¼ of Section 16, in a portion of the SE ¼ of Section 17, in a portion of the NE ¼ of Section 20, and in a portion of the NW ¼ of Section 21 of Township 52 South, Range 41 East, all of the Public Records of Miami-Dade County, Florida, City of Opa-Locka, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract "A" of "CARRIE MEEK WAREHOUSE DISTRIBUTION CENTER", according to the Plat thereof, as recorded in Plat Book 173, Page 7 of the Public Records of Miami-Dade County, Florida; thence N00°59'28"W as a basis of bearings along the West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way, as shown in "NW 42 AVE.-37 AVE. CONNECTOR RIGHT OF WAY MAP", as recorded in Plat Book 112, Page 96, said line also being the East boundary line of aforementioned Parcel "B", all of the Public Records of Miami-Dade County, Florida for a distance of 2406.78 feet to the POINT OF BEGINNING of the following described parcel of land; thence S88°38'28"W for a distance of 533.12 feet; thence N01°21'32"W for a distance of 396.80 feet to the point of intersection with a non-tangent curve to the right, a radial line to said point bears S49°32'02"W; thence 201.05 feet along the arc of said non-tangent curve to the right, having a radius of 285.58 feet and a central angle of 40°20'14" to the point of intersection with a non-tangent line; thence N89°49'30"E along said non-tangent line for a distance of 200.05 feet; thence N00°10'30"W for a distance of 152.00 feet to the point of intersection with a non-tangent curve to the right, a radial line to said point bears N64°57'22"E; thence 109.80 feet along the arc of said non-tangent curve to the right, having a radius of 262.50 feet and a central angle of 23°57'57" to the point of intersection with a tangent line; thence S01°04'42"E along said tangent line for a distance of 45.75 feet; thence N89°49'30"E for a distance of 375.75 feet; thence S00°59'28"E along said West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way and East boundary line of Parcel "B" for a distance of 277.73 feet to the point of intersection with a non-tangent curve to the left, a radial line to said point bears N15°12'46"E; thence the following four (4) courses along the North, West and South boundaries of "Pump Station 8-P5 easement", recorded in Official Records Book 10723, Page 1555 of the Public Records of Miami-Dade County, Florida; thence 7.86 feet along the arc of said non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 18°01'12" to the point of intersection with a tangent line; thence S87°11'34"W along said tangent line for a distance of 94.23 feet to the NW corner of said "Pump Station 8-P5 easement"; thence S01°04'47"E for a distance of 120.00 feet to the SW corner of said "Pump Station 8-P5 easement"; thence N87°11'34"E for a distance of 101.82 feet; thence S00°59'28"E along said West line of the NW 42 AVE.-37 AVE. CONNECTOR Right-of-Way and East boundary line of Parcel "B" for a distance of 174.16 feet to the POINT OF BEGINNING. Containing 307,087 square feet or 7.05 acres, more or less.

This document consists of three (3) sheets and each sheet will not be considered full, valid and complete unless attached to the others.



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB 1012  
329 Palermo Avenue, Coral Gables, Florida 33134  
Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: A.J.
CHECKED: A.J.
SCALE: N/A
DATE: 03-22-2021
PROJ. #: 2013 01B

SHEET:
<b>2</b>
OF 3 SHEETS



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**Fontainebleau Aviation Development LLC**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) \_\_\_\_\_

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

**5** Address (number, street, and apt. or suite no.). See instructions.

**19950 W Country Club Drive, 86 10th Floor**

**6** City, state, and ZIP code

**Aventura, FL 33180**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

				-						
--	--	--	--	---	--	--	--	--	--	--

**or**

**Employer identification number**

8	6	-	3	0	7	9	0	0	0
---	---	---	---	---	---	---	---	---	---

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person     Date **12/5/25**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**APPLICATION & QUESTIONNAIRE**

- 1. Name of Applicant: FONTAINEBLEAU AVIATION DEVELOPMENT LLC
- 2. Principal Business Address: 19950 West Country Club Drive, 10th Floor, Aventura, FL 33180
- 3. Phone: 305-937-6262 Fax: 305-932-6535

4. Name of Official Representative: Brett Mufson

Title: Authorized Signatory

Address: 19950 West Country Club Drive, 10th Floor, Aventura, FL 33180

5. Type of Entity:

- a.  Sole Proprietorship  Limited Liability Company
- Corporation  Partnership

If company is a corporation, is applicant a subsidiary?  Yes  No

If yes, please provide name and address of Parent Corporation:

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b. If applicant is a corporation, complete the following: N/A, Applicant is an LLC

Date of Incorporation: \_\_\_\_\_

State Incorporated: \_\_\_\_\_

If not a Florida Corporation, date of registration with Florida Secretary of State along with name and address of Florida Registered Agent:

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c. If Partnership, complete the following: N/A, Applicant is an LLC

Date of Organization: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_

Name and address of each Partner:

<u>Name</u>	<u>General/Limited Partnership</u>	<u>Address</u>

(Attach a copy of: Partnership Agreement and if applicable, the certificate evidencing compliance with the Florida Fictitious Name Statute).

5. Bank References:

<u>Bank</u>	<u>Address</u>
JP Morgan	1450 Brickell Avenue, Floor 33, Miami, FL 33131 Attn: Mary Casey
UBS	1285 Avenue of the Americas, NY, NY 10019 Attn: Hillary Cullen

- 6. The Department reserves the right to request the financial statements of the corporation, partnership or individual making application for lease or contract. If the corporation or partnership is newly formed for the purpose of this lease or contract and not in business for a period of time greater than one year, the Department reserves the right to request the financial statements of stockholders of the corporation or the partners in a partnership of those holding more than 5% ownership interest in such partnership or corporation. In addition, the Department also reserves the right to review financial statements, or any other material presented to a bonding company for the purpose of obtaining a Performance Bond.
- 7. The Applicant(s) understands that the information contained in this Application and Questionnaire Form is to be relied upon by the County in its consideration for entering into lease or contract and such information is warranted by the Applicant(s) to be true. The undersigned agrees to furnish upon request any additional information as may be required by the County.
- 8. The Applicant(s) understands that the County has the right to verify the information submitted and to seek any additional information relating to the Applicant(s). The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Applicant to perform under the lease or contract, without liability shall result in the County's withdrawal of its offer to enter a lease or a contract.

9. The Applicant(s), if a corporation, must be authorized to do business in the State of Florida and must be incorporated under the laws of one of the States of the United States.

10. Please select the airport you are interested in:  
 Miami International Airport       Miami Opa-locka Executive Airport  
 Miami Executive Airport       Miami Homestead General Airport

11. Specify the type and amount of space needed (Offices, Warehouses, Ramps, Etc.)  
To be determined. The Lease to be assigned consists of seven (7) acres and the current intention is to construct one or more hangars.

---

12. Purpose of which applicant intends to use space (attach additional sheets if necessary):  
To be determined. The current intention is to construct one or more hangars for the storage of private aircraft.

---

13. Land Facility Rate: Published/Appraised  Yes  No      N/A  
Bid  Yes  No      N/A  
Less than published  
(If less than published basis for reduced payment, true up)  Yes  No      N/A

Use additional sheets if necessary      This is N/A because under the Ground Lease, the rent that is due is the "Land Rent", which is calculated under the Ground Lease.

---

14. Address/Folio Number/Building & Suite number/Parcel ID: N/A - unimproved land.

---

15. Number of years of experience applicant has had in operation of similar business: \_\_\_\_\_

16. Will any of the operation be provided by a 3<sup>rd</sup> party Yes  No

17. Number of employees at the requested location: TBD

18. Give the names, locations, and dates of operation of similar business conducted by applicant in the last 5 years. - These are affiliates:

<u>Name of Company</u>	<u>Location</u>	<u>Type of Business</u>	<u>Date</u>
Fontainebleau Aviation	Miami Opa-Locka	FBO	Approx. 2011-2024
Fontainebleau Construction	Miami Opa-Locka	Construction of FBO, including hangars.	Projects have occurred between 2004 and 2024

---

**If development or construction is contemplated, please answer the following:**

- 19. Provide the estimated project construction and operating costs, as well as the funding source: (if applicable): To be determined.
- 20. Provide the estimated period for the construction/ renovation process, including development timeframe (if applicable): To be determined.
- 21. Describe the type of building, renovation, development contemplated (if applicable):

Due to the delay in Applicant's closing date under its purchase agreement, Applicant does not have a detailed plan or current budget, however, Applicant's intent is to construct 1 or 2 hangars that would be similar to the hangars that Fontainebleau Construction constructed at the Fontainebleau Aviation FBO at Opa Locka.

- 22. How will the space contribute to the interest of the community? Construction jobs
- 

- 23. Provide the names of personnel, developers, contractors, and consultants (if applicable): N/A.

**APPLICANT:**

FONTAINEBLEAU AVIATION DEVELOPMENT LLC

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Name: Brett Mufson

---

Title: Authorized Signatory

  
Signature:

---



**MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM**

Rev. August, 2019

Miami-Dade County requires each party desiring to enter into a contract with the County to (1) sign an affidavit as to certain matters and (2) make a declaration as to certain other matters. This form contains both an Affidavit form for matters requiring the entity to sign under oath and a Declaration form for matters requiring only an affirmation or declaration for other matters.

The Affidavit form and the matters covered by the Affidavit are in the first portion of this document. The Declaration form and the matters covered by the Declaration are in the last portion of this document.

**(A). THE FOLLOWING MATTERS REQUIRE THE ENTITY TO SIGN AN AFFIDAVIT UNDER OATH:**

STATE OF Florida

COUNTY OF Miami- Dade

STATE OR PROVINCE Florida

COUNTRY Miami - Dade

Before me the undersigned authority appeared Jeffrey Soffer (Print Name),  
 who is personally known to me or who has provided \_\_\_\_\_ as  
 Identification and who did swear to the following:

That he or she is the duly authorized representative of  
Fontainebleau Aviation Development LLC  
 (Name of Entity)  
19950 West Country Club Drive, 10th Floor, Aventura, FL 33180  
 (Address of Entity)

8 / 6 - 3 / 0 / 7 / 9 / 0 / 0 / 0 / 0 /  
 Federal Employment Identification Number

(hereinafter referred to as the contracting "entity"), and that he or she is the entity's  
Manager  
 (Sole Proprietor)(Partner)(Member)(President or Other Authorized Officer)

That he or she has full authority to make this affidavit, and that the information given herein and  
 the documents attached hereto are true and correct; and  
 That he or she says as follows,

**I. OWNERSHIP DISCLOSURE AFFIDAVIT**

Section 2-8.1(d) of the Code of Miami-Dade County requires the contracting entity to disclose under oath the following information.

Check this box if the entity is a publicly-traded corporation which makes the entity exempt from the requirement of disclosing information in questions 1-9.

Check this box and answer the following questions if the entity is not a publicly-traded corporation:

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:

Fontainebleau Aviation Development LLC, 19950 West Country Club Drive, 10th Floor, Aventura, FL 33180

2. If the contract or business transaction is with a Corporation, provide the full legal name and business address and title for each officer.

N/A

3. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each director.

N/A

4. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

N/A

5. If the contract or business transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary. All such names and addresses are:

N/A

6. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: N/A

(a) President: \_\_\_\_\_ (b) President: \_\_\_\_\_

Vice-President: \_\_\_\_\_ Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_ Treasurer: \_\_\_\_\_

7. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: N/A

(c) \_\_\_\_\_ (Name) (d) \_\_\_\_\_ (Name)

(c) \_\_\_\_\_ (Title) (d) \_\_\_\_\_ (Title)

8. If the contract or business transaction is with an LLC, please complete the LLC Affidavit form and proceed to the next question.

9. The full legal name and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

\_\_\_\_\_  
Brett Mufson - Indirect Member 19950 West Country Club Drive, 10th Floor Aventura, FL 33180

10. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): No.

11. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County provides health care benefits to its employees performing work under this Contract. (Yes/No): N/A

12. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender. N/A

(ADD EXTRA SHEETS IF NEEDED)

• Post Office Box addresses not acceptable.

• If a Joint Venture, list this information for each member of the Joint Venture

II. **EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION (Section 2-8.1.2 of the Miami-Dade County Code)**

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace.
2. The firms' policy of maintaining a drug-free environment at all workplaces.
3. Availability of drug counseling, rehabilitation and employee assistance programs.
4. Penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify to employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such

conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such of its own accord and such policy meets the intent of this ordinance.

Check this box if, pursuant to Section 2-8.1.2(e) of the Code of Miami-Dade County, the entity has read the aforementioned requirements and the entity is in compliance.

III. ARREARAGE AFFIDAVIT (Section 2-8.1 of the Code)

The entity verifies that the entity submitting this affidavit is current in its obligations to the County and is not otherwise in default of any County contract. In addition, the entity verifies that the entity submitting this affidavit is not in arrears under any individual contract with the County in excess of \$25,000 and which arrearage has been delinquent for greater than 180 days, or if such arrearage exists, the County has agreed in writing to a repayment schedule.

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

The contracting entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96, codified as Section 2-8.1(i) of the Code of Miami-Dade County.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

This single execution shall have the same force and effect as if each of the above four affidavits had been individually executed.

Fontainebleau Aviation Development LLC

Full name of entity \_\_\_\_\_  
By: \_\_\_\_\_ Manager \_\_\_\_\_ Date May 27th, 2025  
Signature of Representative \_\_\_\_\_ Title \_\_\_\_\_  
Jeffrey Soffer \_\_\_\_\_  
Print Name of Representative \_\_\_\_\_

STATE OF Florida  
COUNTY OF Miami - Dade  
STATE OR PROVINCE Florida  
COUNTRY USA

SUBSCRIBED AND SWORN TO (or affirmed) before me 27 day of May, 2025  
by Jeffrey Soffer, of Fontainebleau Aviation Development LLC, who is personally  
(Authorized Representative)

known to me or who has produced \_\_\_\_\_ as  
(Type of Identification)

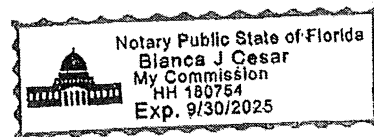
And who has taken an oath.

Blanca J. Cesar  
(Signature of Notary)

HH180754  
(Notary Commission Number)

Notary Public – State or Country of Florida/USA  
(State/Country)

Notary Stamp or Seal:



**(B). THE FOLLOWING MATTERS REQUIRE THE ENTITY TO MAKE A DECLARATION OR STATEMENT AS TO THE MATTER COVERED BY THIS DECLARATION FORM:**

**1. FAMILY LEAVE PLAN DECLARATION (County Code Chap. 11A, Art V)**

The entity hereby acknowledges the provisions of Section 11A-29 of the Miami-Dade County Code that requires each entity having more than fifty (50) employees working in Miami-Dade County to comply with the Family Leave ordinance set forth in Section 11A-29, and that Section 11A-29 provides that an employee who has worked for the above firm at least one year shall be entitled to 90 days family leave during any 24 month period for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation, among other things provided in such section. In addition, the entity declares that, if less than 50 are employed in Miami-Dade County by the entity at the time of execution of this Declaration, the entity will comply with the provisions of Section 11A-29 when it employs 50 or more employees in Miami-Dade County.

**2. DISABILITY AND NONDISCRIMINATION DECLARATION**

The entity is in compliance with, and agrees to continue to comply with, and assures that any subcontractor, or third party contractor under an agreement to which this Declaration applies, complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, providing programs and services, transportation, communications, access to facilities, renovations, and new construction:

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended, 42 U.S.C. Section 1612; The Fair Housing Act, as amended, 42 U.S.C. Section 3601-3631

**3. CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the Code)**

The entity affirms its awareness of Section 2-8.6 of the Code of Miami-Dade County that requires the entity to disclose whether, during the past ten years, the entity or any officer, director or executive thereof has been convicted of a felony, and that such disclosure must be made at the time of bid or proposal submission. Any such applicable disclosure is attached to this Affidavit and Declaration form.

**4. DECLARATION AS TO PUBLIC ENTITY CRIMES (Florida Statutes, § 287.133(3)(a))**

The entity is aware of the provisions of Section 287.133 of the Florida Statutes that prohibits the entity from transacting business with the County if the entity or any affiliate, as defined in the statute, has been placed on the convicted vendor list following a conviction for a public entity crime.

As to Section 287.133, the entity understands that:

A. A "public entity crime" as defined in Paragraph 287.133(1) (g), Florida **Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation;

B. "Convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida **Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication

of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere;

C. An "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

D. A "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

**5. DECLARATION OF OWNERSHIP INTEREST IN PROPERTY TO BE LEASED.**

If this Affidavit and Declaration Form applies to property owned by the County to be leased to the entity, the entity declares its awareness of the obligation to identify the extent of the entity's ownership interest—if any—in the property to be leased to the entity. Any such ownership interest is reflected in a document attached to this Affidavit and Declaration Form.

**6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY**

The entity has a current Affirmative Action Plan and/or Procurement Policy as required by Section 2-8.1.5 of the Code; or

The contracting entity has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Section 2-8.1.5 of the Code. Said contracting entity has a current Board of Directors Disclosure form as required by Section 2-8.1.5, processed and approved for filing with Miami-Dade County Office of Capital Improvements under File No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_; or

The requirements of Section 2-8.1.5 are not applicable to the entity because the entity has annual gross revenues less than or equal to \$5 million; or

The contracting entity is a foreign air carrier as defined under federal law and has been granted an exemption under U.S. Department of Transportation Docket No. \_\_\_\_\_ to engage in air carrier service within the United States.

Fontainebleau Aviation Development LLC

Full name of Entity

Signature of Entity Representative  
Jeffrey Soffer

Print Name of Entity Representative



**AFFIRMATION**

My name is Jeffrey Soffer and I acknowledge that I have been duly sworn to make this affirmation:

I hereby affirm that I am the Manager of Fontainebleau Aviation Development LLC,

and that I have full authority to enter into and execute the Assignment of Phase VI Lease with Foundry Meek VI, LLC which pertains to Lease No. \_\_\_\_\_ with Miami-Dade Aviation Department, on behalf of Fontainebleau Aviation Development LLC

Company Name \_\_\_\_\_

By: [Signature] Date: May 27<sup>th</sup>, 2025

Print Name Jeffrey Soffer

Title Manager

STATE OF: Florida

COUNTY OF: Miami - Dade

SUBSCRIBED AND SWORN TO (or affirmed) before me this 27 day of May, 2025 by Jeffrey Soffer, the Manager,

(Authorized Representative)

of Fontainebleau Aviation Development LLC, who is personally known to me or has produced \_\_\_\_\_ as

(Type of Identification)

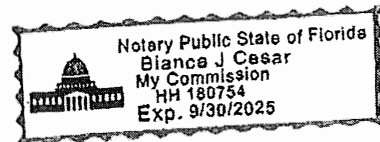
and who did / did not take an oath.

[Signature]  
(Signature of Notary)

HH 180754  
(Notary Commission Number)

Notary Public – State of Florida  
(State)

Notary Stamp or Seal:





**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,  
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

On behalf of Fontainebleau Aviation Development LLC, LLC,  
a Florida Limited Liability Company (LLC) under Florida law, the Manager, Managing  
Member, or Member signing this Affidavit below hereby swears or affirms that the following  
"Persons" as defined in Section 605.0102(48), Florida Statutes, constitute all of  
the Members, Managing Members, Managers, or individuals or entities who (1) have an  
ownership or equitable interest in the LLC, (2) have the right to manage the affairs of such  
LLC, (3) have the authority to bind the LLC in any manner or on any level, or (4) are listed  
in a Statement of Authority filed under Section 605.0302, Florida Statutes as having authority  
to act on behalf of the LLC:

<u>Full name</u>	<u>Title(s)</u>
<u>Jeffrey Sofer</u>	<u>Manager</u>
<u>Brett Mufson</u>	<u>Authorized Signatory</u>
<u>Sheryl Kass</u>	<u>Authorized Signatory</u>
<u>Fontainebleau Aviation Development Investor LLC</u>	<u>Member</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If more space is needed, place such information on a separate page marked Exhibit X.

The party signing this Affidavit further swears or affirms that:

1. The foregoing Persons or entities set forth above and on Exhibit X, if attached, constitute and are all of the LLC's Members, Managing Members, and Managers, as those terms are defined in Section 605.0102, Florida Statutes 2014, as same may be amended from time to time;
2. There are no Members, Managing Members or Managers of the LLC other than the Persons or entities set forth above and on Exhibit X, if applicable; and

