

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT dated as of February __, 2026 (this “Amendment”), is entered into by and between **HALCAR TRADE CENTRE, LLC**, a Delaware limited liability company (“Landlord”), and **BROWARD METROPOLITAN PLANNING ORGANIZATION.**, a governmental authority created under the laws of the State of Florida (“Tenant”), with reference to the following:

RECITALS

A. WHEREAS, Landlord, as ultimate successor in interest to TRICONY TRADE CENTRE SOUTH, L.L.C., and Tenant entered into that certain Lease Agreement dated May 28, 2010, as amended by that certain Amendment to Agreement of Lease dated May 12, 2016 (collectively, the "Lease") for the lease of certain premises consisting of approximately 20,126 rentable square feet known as Suite 650 (the “Premises”), on the sixth (6th) floor of that certain building with an address of 100 West Cypress Creek Road, Fort Lauderdale, Florida, 33309, commonly known and identified as Trade Center South, as more particularly described in the Lease (the "Building"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this Amendment shall hereinafter be deemed to refer to the Lease as amended hereby.

B. WHEREAS, Landlord and Tenant desire by this Amendment to amend the Lease in order to (a) extend the Term, and (b) further amend, modify and supplement the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENT

1. Term. The Term of the Lease is hereby extended (the “Extended Term”) from October 1, 2027 (the “Extended Term Commencement Date”) until September 30, 2038.

2. Base Rent. Notwithstanding anything to the contrary contained in the Lease, and in addition to all other amounts due and payable by Tenant in connection with the Lease to be paid in the manner specified therein, including, without limitation, Additional Rent, and amounts due in connection with Tenant’s indemnification and insurance, obligations, Tenant shall, beginning on the Extended Term Commencement Date, pay in the manner specified in the Lease, Base Rent as follows:

Period	Rate (PSF)	Monthly Base Rent	Period Base Rent
10/1/2027 - 9/30/2028	\$22.00	\$36,897.67	\$442,772.00
10/1/2028 - 9/30/2029	\$22.55	\$37,820.11	\$453,841.30
10/1/2029 - 9/30/2030	\$23.11	\$38,765.61	\$465,187.33
10/1/2030 - 9/30/2031	\$23.69	\$39,734.75	\$476,817.02
10/1/2031 - 9/30/2032	\$24.28	\$40,728.12	\$488,737.44
10/1/2032 - 9/30/2033	\$24.89	\$41,746.32	\$500,955.88
10/1/2033 - 9/30/2034	\$25.51	\$42,789.98	\$513,479.77

10/1/2034 - 9/30/2035	\$26.15	\$43,859.73	\$526,316.77
10/1/2035 - 9/30/2036	\$26.80	\$44,956.22	\$539,474.69
10/1/2036 - 9/30/2037	\$27.47	\$46,080.13	\$552,961.55
10/1/2037 - 9/30/2038	\$28.16	\$47,232.13	\$566,785.59

3. Base Rent Abatement. Base Rent for the first two months following execution of this Second Amendment (which fall during the current Term of the Lease), and from October 1 to November 30 during the years 2026 through 2030, shall be abated in full. Notwithstanding the foregoing, Tenant shall remain responsible for any all Additional Rent during said period, including without limitation Tenant’s Proportionate Share of Operating Expenses.

4. Notices/Rent Payments. Until such time as Landlord delivers written notice to Tenant of any change to any such address, Landlord’s addresses for any notice or other communication in connection with the Lease (collectively, “Notices”) and for Rent payments shall be as follows:

a) Landlord’s Notice Address:

HalCar Trade Centre, LLC
4488 W. Boy Scout Blvd., Ste 250
Tampa, FL 33629
Attn: Gregory Williams

b) Landlord’s Rent Payment Address:

HalCar Trade Centre, LLC
PO BOX 17356
Clearwater, FL 33762

5. Operating Expenses. For the purposes of calculating Tenant's Proportionate Share of Operating Expenses, “Uncontrollable Operating Costs” shall mean (i) all taxes or special assessments, including without limitation real estate taxes, (ii) insurance premiums paid by Landlord, (iii) events caused by Force Majeure, and (iv) any and all utility charges. "Controllable Operating Costs " shall mean all Operating Costs excluding the Uncontrollable Operating Costs. Notwithstanding anything to the contrary, commencing on the Extended Tern Commencement Date , Tenant shall not be required to pay any increase in the Controllable Operating Costs which exceed six percent (6%) per calendar year over the Controllable Operating Costs of the previous calendar year, on a cumulative and compounding basis, during the term of the Lease.

6. Monument Sign. Landlord will install Tenant's name (using standard graphics and fonts for the Building, unless otherwise approved by Landlord) on the existing monument sign. All of Landlord's costs and expenses related to the design, construction and permitting of Tenant's name on the existing monument sign shall be borne by Tenant, and shall be promptly reimbursed by Tenant (as Additional Rent) to Landlord within forty-five (45) days from the day that Tenant is presented with an invoice by the Landlord for such costs and expenses. Furthermore, Tenant shall be responsible for the removal costs of Tenant's name from the monument sign upon the expiration or termination of this Lease, including cleaning and painting of that portion of the monument where Tenant's name was affixed, if

necessary in Landlord's reasonable discretion. The terms of this provision are personal to Tenant, as the originally named "tenant" under this Lease and shall not be for the benefit of any successor or assigns.

7. Condition of Premises. Tenant acknowledges that except as otherwise set forth in Exhibit "A" attached hereto and made part hereof, it accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business.

8. Termination Option. Subject to the satisfaction of the terms and conditions set forth herein, Landlord hereby grants to Tenant the one-time right to terminate this Lease (the "Termination Option") on September 30, 2035 (the "Termination Date"), provided that Tenant satisfies the following conditions:

(i) Tenant delivers written notice to Landlord of Tenant's election to exercise the Termination Option (the "Termination Notice") no later than twelve months prior to the Termination Date,

(ii) Simultaneously with Tenant's delivery of the Termination Notice, Tenant shall pay Landlord a termination fee (the "Termination Fee") in an amount equal to the sum of the following (i) unamortized rent abatement, leasing commissions and tenant improvements in the amount of \$483,846.83, and (ii) two (2) months gross rent in effect as of the Termination Date including without limitation Base Rent in the amount of \$87,719.46 plus Tenant's Proportionate Share of Operating Expenses.

(iii) Tenant is not in default under the Lease at the time the Termination Notice is received by the Landlord and on the Termination Date.

If Tenant fails to satisfy any of the foregoing conditions set forth in subsections (i) - (iii) above, then the Termination Option shall expire and be of no force and effect. If Tenant satisfies the conditions set forth above, then the Lease shall terminate on the Termination Date, and Tenant shall have no further liability for any obligations first accruing after the Termination Date.

9. Tenant's Estoppel. Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Amendment, (a) Landlord is not in default in any respect under the Lease; (b) Tenant does not have any defenses to its obligations under the Lease; and (c) there are no offsets against Rent. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Amendment; and (iii) Landlord is relying on such representations in entering into this Amendment.

10. Brokers. Except with respect to Colliers International Florida, LLC and Cresa LLC, the brokers involved in this Amendment, Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

11. Landlord's Limitation of Liability. It is expressly understood and agreed that notwithstanding anything to the contrary contained in the Lease, and notwithstanding any Applicable Law

to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the equity interest of Landlord in and to the Project, and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Notwithstanding anything to the contrary contained in the Lease, under no circumstances shall Landlord be liable for consequential damages, including, without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

12. Landlord's Exculpation. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with the Lease or any other document or instrument heretofore or hereafter executed in connection with the Lease. Tenant hereby waives and releases any and all such personal liability and recourse. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument.

13. Radon. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT A HEALTH RISK TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

14. Miscellaneous. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. The headings to sections of this Amendment are for convenient reference only and shall not be used in interpreting this Amendment. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an electronically executed signature page hereof by electronic transmission (including, without limitation, via emailed .pdf or DocuSign) shall specifically be deemed as effective as delivery of a manually executed signature page hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Amendment as of the date first above written.

WITNESSED:

“LANDLORD”:

HALCAR TRADE CENTRE, LLC, a Delaware limited liability company

By: **CARDINAL POINT MANAGEMENT HALCAR, LLC**, a Florida limited liability company, Manager

By: _____
Authorized Signatory

“TENANT”:

BROWARD METROPOLITAN PLANNING ORGANIZATION., a governmental authority created under the laws of the State of Florida

By: _____
Yvette Colbourne, Chair

By: _____
Gregroy Stuart, Executive Director

By: _____
Alan L. Gabriel, General Counsel

EXHIBIT A

Construction of Tenant Improvements By Landlord

This Exhibit A sets forth the rights and obligations of Landlord and Tenant with respect to the construction and installation of any improvements to the Premises by Landlord ("Tenant Improvements").

In consideration of the mutual covenants hereinafter contained, Landlord and Tenant do mutually agree to the following:

1. Turnkey Construction. Landlord shall, at its cost and expense except as otherwise provided herein, construct the Tenant Improvements based on the final scope and clarifications attached hereto as Exhibit A-1 (the "Approved Scope"). Unless specifically noted to the contrary in the Approved Scope, all Tenant Improvements shall be constructed using building standard materials. Additionally, Tenant shall be solely responsible for the cost of installation (in accordance with the terms of the Lease) of Tenant's furniture, fixtures and equipment.

2. Work and Materials. Landlord shall select a licensed general contractor or contractors (the "Contractor") to construct and install the Tenant Improvements (the "Work"). Landlord shall coordinate and facilitate all communications between Tenant and the Contractor. Landlord shall substantially complete the Tenant Improvements. "Substantial Completion", "Substantially Complete", and like variations thereof shall mean that the Tenant Improvements are sufficiently complete, except for minor, insubstantial or Punch List details of construction, decoration or mechanical adjustments which remain to be done and which would not adversely affect Tenant's ability to operate its business in the normal manner in the entire Premises; provided that Landlord, its employees, agents and contractors, shall be allowed to enter upon the Premises at any reasonable time(s) following Substantial Completion as necessary to complete any Punch List Items. "Punch List" shall mean that Landlord and Tenant shall walk through the Premises to inspect the Tenant Improvements and Landlord shall develop a list (the "Punch List") of all items that need to be corrected by Landlord (the "Punch List Items"). Landlord shall repair the Punch List Items within thirty (30) days after the date of Substantial Completion or such longer time as is reasonably necessary to complete such Punch List Item.

If Tenant shall require improvements or changes (individually or collectively, "Change Orders") to the Premises in addition to, revision of, or substitution for the Tenant Improvements as described in the Approved Scope, Tenant shall deliver to Landlord for Landlord's approval specifications for such Change Orders. If Landlord does not approve of the plans for Change Orders, Landlord shall advise Tenant of the revisions required. In addition to any other items reasonably required by Landlord, Landlord's revisions may be based upon whether the plans and specifications: (i) affect or are not consistent with the base structural components or systems of the Building, (ii) are visible from outside the Premises, (iii) affect safety, (iv) have or could have the effect of increasing Operating Costs, or (v) in Landlord's judgment, are not consistent with quality and character of the Building or the Property. Tenant shall revise and redeliver the specifications to Landlord within five (5) days of Landlord's advice or Tenant shall be deemed to have abandoned its request for such Change Orders. Tenant shall pay for all preparations and revisions of plans and specifications, and the net costs of the construction of all Change Orders.

3. Tenant Delays. If Landlord shall be delayed in constructing the Tenant Improvements as a result of the following ("Tenant Delay(s)"):

- i. Tenant's failure to timely respond to change orders;
- ii. Tenant's changes in the Tenant Improvements (notwithstanding Landlord's

approval of any such changes);

iii. Inability to obtain materials, finishes or installations requested by Tenant that are not part of the building standard improvements;

iv. The performance of any work by any person, firm or corporation employed or retained by Tenant; or

v. Any other act or omission by Tenant or its agents, representatives, and/or employees;

then, in any such event, Tenant shall be responsible for any and all costs associated with such delay.

4. Requested Changes. Tenant agrees to pay to Landlord, promptly upon being billed therefor, all costs and expenses provided additional cost or expense is incurred in connection with the Tenant requested changes to the Plan (the "Requested Changes"). Notwithstanding any estimate, projection or statement that may be made by Landlord or any contractor, representative or agent of Landlord, Landlord shall not be deemed to guaranty the cost of the design or construction of the Tenant Improvements. Tenant will be billed for such costs and expenses as follows: (i) **fifty percent (50%)** of such costs and expenses shall be due and payable within ten (10) days of Tenant's approval of the cost estimates for the Tenant Improvements; and (ii) **the remainder of such costs and expenses**, shall be due and payable within ten (10) days of when the work is substantially completed. The amount due for Requested Changes shall be deemed Additional Rent under the Lease.

5. Inspection of Premises; Possession by Tenant. Upon Substantial Completion, Tenant and Landlord shall inspect the Premises and Tenant shall give Landlord notice of any defects or incomplete work ("Punchlist"). Tenant's possession of the Premises constitutes acknowledgment by Tenant that the Premises are in good condition and that all work and materials provided by Landlord are satisfactory as of such date of occupancy, except as to any defects or incomplete work set forth in the Punchlist.

6. Access During Construction. During construction of the Tenant Improvements and with prior approval of Landlord which shall not be unreasonably withheld or delayed, Tenant shall be permitted reasonable access to the Premises for the purposes of taking measurements, making plans, installing trade fixtures, installation of cabling, and doing such other work as may be appropriate or desirable to enable Tenant to assume possession of and operate in the Premises; provided, however, that such access does not interfere with or delay construction work on the Premises. Prior to any such entry, Tenant shall comply with all insurance provisions of the Lease. All waiver and indemnity provisions of the Lease shall apply upon Tenant's entry of the Premises.

In the event that the parties hereto have agreed that Tenant will undertake to provide certain limited portions of the Tenant Improvements, Tenant shall use licensed contractors, approved by Landlord, and shall be responsible for obtaining all necessary permits and approvals at Tenant's sole expense. Tenant shall advise its contractor(s), subcontractor(s) and material supplier(s) that no interest of Landlord in the Premises, the Building, or the Property shall be subject to liens to secure payment of any amount due for work performed or materials installed in the Premises. Landlord shall permit Tenant and Tenant's contractor(s) to enter the Premises prior to Substantial Completion to accomplish any work as agreed, provided however Tenant agrees to ensure that its contractor(s) does (do) not impede Landlord's contractor(s) in performance of their respective tasks. Landlord shall not be liable in any way for any injury, loss, damage or delay which may be caused by or arise from such entry by Tenant, its employees or contractor(s). Any damage to the Premises, the Building, or the Property caused by Tenant, its contractors, subcontractors or agents shall be repaired by Tenant, at its expense, and all such work shall be done to Landlord's satisfaction. If any repaired area does not match the original surface, then the entire surface shall be redone at Tenant's expense.

Landlord shall have the right to disapprove any of Tenant's contractors or subcontractors, among other

reasons, if Landlord has reason to believe that such contractors or subcontractors are: (i) not licensed as required by any governmental agency; (ii) not technically qualified or sufficiently staffed to do the work; (iii) not financially capable of undertaking the work; and/or (iv) incompatible with any of Landlord's contractors or subcontractors working on the Premises, the Building, the Property or the Project (such incompatibility to include possible conflicts with any union contractors employed by Landlord).

Should Tenant undertake construction of a portion of the Tenant Improvements costing in excess of One Hundred Fifty Thousand and No/100 (\$150,000.00), then Tenant shall require its contractor(s) to provide performance and payment bond(s) covering the total value of such work. In any case, the cost of the performance and payment bond premiums shall be borne by Tenant.

EXHIBIT A-1

APPROVED SCOPE

1. Acoustical ceiling to include:
 1. Remove and save ceiling tiles as required for access by trades.
 2. Remove existing damaged ceilings tiles as required.
 3. Furnish and install up to (14) boxes of new “Dune” tile.

2. Flooring to include:
 1. Remove and dispose of flooring throughout, excluding porcelain tile.
 2. Furnish and install new Interface LVT to replace existing areas.
 3. Furnish and install new Interface carpet tile to replace existing areas.
 4. Furnish and install new 4” vinyl cove base at new flooring areas.
 5. Furniture moving or lifting is included.
 - ♦ *Please note, costs for overtime labor are excluded.*

3. Painting to include:
 1. Patch existing walls as required.
 2. Apply (2) coats of flat latex to all walls.
 3. Apply (2) coats of latex enamel to all painted doors and door frames.
 - ♦ *Please note, costs for overtime labor are excluded.*

4. Plumbing to include replacing (2) existing faucets with fixtures to be determined.

5. HVAC to include:
 1. Furnish and install up to (15) new supply air diffusers and (15) return air diffusers at offices complaining to be warm.
 2. Furnish and install up to (8) new inline fans and (8) upgrades to existing VAV boxes to DDC controls.
 3. Provide allowance for (2) test and balance reports. The first report will be prior to starting work and will help define the scope required to cool the warm areas. The 2nd report will confirm the upgraded system is working properly.

6. Electrical to include:
 1. Remove and replace up to (78) existing lay-in lights.
 2. Provide an allowance of \$3,500 for switches and/or replacement devices.
 3. Furnish and install (8) new circuits for inline fans.

Exclusions:

- Painting costs do not include accent walls or deep colors.
- Re-keying of new and existing keylocks is not included.
- All costs exclude removal of adhesives and hidden layers of previous flooring.
- Flooring costs include standard floor preparation. Costs for self-leveling are excluded.
- All costs to touch up or repaint existing window mullions are excluded.
- Furniture moving to facilitate painting and flooring only is included. Handling of all wall hangings, computers, and office equipment is the responsibility of the tenant. Packing of all personal and business-related items, including packing of file cabinets, is the responsibility of the tenant. Connection and disconnection of all computers, copiers and printers is responsibility of the tenant.
- Items not specifically noted in this scope of work are excluded.