

AMENDMENT TO AGREEMENT OF LEASE

THIS AMENDMENT TO AGREEMENT OF LEASE (this "**Amendment**") is made and executed this 12th day of May, 2016 by and between **G&I VII TRADE CENTER SOUTH, LLC**, a Delaware limited liability company ("**Landlord**"), as successor in interest to TRICONY TRADE CENTRE SOUTH, L.L.C., a Florida limited liability company, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, a governmental authority created under the laws of the State of Florida ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant are bound by that certain Lease Agreement dated May 28, 2010 (the "**Lease**"), concerning certain premises consisting of 8,770 rentable square feet, commonly referred to as Suites 840, 845 and 850 (collectively, the "**Original Premises**") of the Trade Centre South Building, located at located at 100 West Cypress Creek Road, Fort Lauderdale, Florida 33309 (the "**Building**");

WHEREAS, Landlord and Tenant desire to relocate and replace the Original Premises under the Lease with alternative space to be located on the sixth (6th) floor of the Building; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to extend the Term of the Lease and otherwise modify the Lease as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitations and Definitions.** The foregoing recitations of fact are true and correct and are incorporated herein by this reference. All capitalized terms contained in this Amendment shall have the meaning ascribed to them in the Lease unless otherwise defined herein.
2. **Amendment to Lease.** This Amendment shall amend the Lease as set forth herein. Any inconsistency or conflict between the Lease and this Amendment shall be governed by the terms of this Amendment.
3. **Relocation of Premises.** Upon substantial completion (i.e. the issuance of a certificate of occupancy by the applicable governmental agency) of the Relocation Premises Improvements (hereinafter defined) (the "**Relocation Commencement Date**"), the Premises under the Lease shall be relocated to and substituted with certain premises located on the sixth (6th) floor of the Building and consisting of 20,126 rentable square feet and commonly referred to as Suite 650 (the "**Relocation Premises**"). Wherever the term "**Premises**" is used in this Amendment or in the Lease it shall be deemed to mean the Relocation Premises. The Relocation Premises is more particularly described on Exhibit "A" attached hereto and made a part hereof. Except as modified hereby, Tenant's use and occupancy of the Relocation Premises shall be under and subject to all the terms and conditions of the Lease.

Within fourteen (14) days of the Relocation Commencement Date, Tenant shall immediately surrender and deliver the Original Premises into the possession and use of Landlord (a) without fraud or delay, (b) "broom clean" and in good order, condition, and repair, (c) free and clear of all letting and occupancies, (d) free and clear of all equipment, furniture and other movable personal property of Tenant, and (e) without any payment or allowance by Landlord on account of or for the Original Premises. All personal property and other belongings which are left upon the Original Premises at the time of such surrender shall be deemed to have been abandoned. Except as otherwise provided in this Amendment, Tenant hereby acknowledges that Tenant shall be solely responsible for any and all relocation, moving or set-up costs and expenses associated with Tenant's surrender of the Original Premises.

4. **Lease Term.** The Term of the Lease is hereby extended for a period of one hundred and twenty (120) months from the Relocation Commencement Date (the "**Extended Term**"). Notwithstanding anything in the Lease to the contrary, Tenant shall have no further right to renew, terminate or extend the Lease, nor the right to exercise any right of first offer or right of first refusal under the Lease, except as expressly provided in this Amendment, and any such specified rights that may have been contained in the Lease, are hereby waived, void and of no further force or effect.

5. **Base Rent.** Commencing upon the Relocation Commencement Date and continuing throughout the Extended Term, Tenant agrees to pay Landlord Base Rent for the Relocation Premises, as follows without demand, counter-claim or setoff:

Base Rent for the first (1st) Lease Year (as defined herein) during the Extended Term shall be \$322,016.00 (i.e. \$16.00 per rentable square foot calculated on the basis of 20,126 rentable square feet), payable in equal monthly installments of \$26,834.67 in advance commencing on the Relocation Commencement Date and continuing on the first day of each and every calendar month thereafter during the remainder of the Extended Term, as adjusted herein. The Base Rent for any partial months at the beginning and end of the Extended Term shall be prorated and paid as required by the Lease. The Base Rent for the Relocation Premises shall be increased by two and a half percent (2.50%) on each yearly anniversary of the Relocation Commencement Date throughout the Extended Term. For purposes of this Amendment, each consecutive period of twelve (12) full calendar months, beginning on the Relocation Commencement Date, shall be referred to as a "**Lease Year**." Simultaneously with the execution of this Amendment, Tenant shall provide Landlord with reasonable documentation evidencing that Tenant is a government entity exempt from being charged sales tax on Rent. In the event that Tenant's tax exempt status is revoked or modified during the Extended Term, then Tenant shall immediately commence the payment of sales tax on Rent and shall indemnify Landlord for any accrued and outstanding sales tax due under the Lease.

Notwithstanding anything to the contrary, Landlord will abate Base Rent for the first three (3) months of the Extended Term (the "**Abatement Period**") immediately following the Relocation Commencement Date.

Until the Relocation Commencement Date, Tenant shall continue to pay Base Rent for the Original Premises in accordance with the terms set forth in the Lease.

6. **Building Operating Expenses.** Effective on the Relocation Commencement Date, Tenant shall continue to pay Additional Rent in accordance with the Lease, except that the rentable area for the Premises shall be increased to 20,126 rentable square feet, and Tenant's Proportionate Share of Operating Expenses shall be based on a rentable area of 20,126 rentable square feet. Until the Relocation Commencement Date, Tenant shall continue to pay Additional Rent in accordance with its share of Operating Expenses for Original Premises.

7. **Improvements by Landlord**

A. Landlord shall improve the Relocation Premises on a "turn-key" basis (the "**Relocation Premises Improvements**") in accordance with the space plan and specifications prepared by MPA Design, dated March 31, 2016 (the "**Approved Plans**"), attached hereto as Exhibit "B". Tenant hereby acknowledges and confirms that the Approved Plans detail the materials and finishes for the Relocation Premises Improvements. Landlord shall not be required to install any partition or improvements which are not in conformity with the Relocation Premises Improvements. Except with respect to the Relocation Premises Improvements, Tenant accepts the Relocation Premises in its "AS-IS" condition. All Relocation Premises Improvements shall be for Tenant's account, but shall be the sole property of Landlord from the date of construction or installation in the Relocation Premises. Notwithstanding anything described in the Approved Plans, Tenant hereby acknowledges that Tenant shall at its sole cost and expense be responsible for the purchase, installation and any other associated costs relating to office equipment, low voltage wiring, card readers and data and telephone cabling in the Relocation Premises. At the Tenant's option, Tenant may elect, upon delivery of written notice to Landlord on or before June 15, 2016, to implement a change-order to the Approved Plans to expand the scope of the Relocation Premises Improvements to include the installation of a card reader into the Relocation Premises, at Tenant's cost and expense as Additional Rent.

B. Except as expressly provided herein and described in the Approved Plans, Landlord shall not be responsible for the renovation, construction or installation of any improvements relating to the Relocation Premises. The taking of possession of the Relocation Premises by Tenant shall be conclusive evidence that the Relocation Premises were in good and satisfactory condition at the time such possession was taken. Landlord, through its designated contractor (the "**Contractor**"), will perform and pay for the "hard costs" of completing the Relocation Premises Improvements described in the Approved Plans. As used herein, the phrase "hard costs" means all reasonable costs and expenses incurred in connection with design, construction and permitting of the Relocation Premises Improvements, including, without limitation, amounts paid to contractors, subcontractors, material suppliers, architects and engineers. Notwithstanding the foregoing, all costs related to change-orders, alterations and additions to the Approved Plans requested by Tenant and approved by Landlord shall be borne by Tenant, and shall be promptly paid as Additional Rent by Tenant 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. All work in connection with the Relocation Premises Improvements will be scheduled by Landlord in such a manner as to not inconvenience other tenants in the Building or unreasonably delay the completion of the Relocation Premises Improvements (subject to Tenant Delay and/or Force Majeure Delay). Landlord and its Contractor assume no liability for Tenant's equipment, furniture or other personal property located at the Relocation Premises during the construction of the Relocation Premises Improvements and Tenant shall hold Landlord, its contractors and their respective agents and employees harmless and indemnify same

from and against any damage or injury relating to Tenant's equipment, furniture or personal property left in the Premises during the construction Relocation Premises Improvements.

C. Should a "Tenant Delay" or "Force Majeure Delay" occur, or if the Relocation Premises Improvements have not been substantially completed by the Relocation Commencement Date due to any act, omission or default by Tenant, or anyone acting under or for Tenant, and Landlord has not caused any part of the delay, Landlord shall have no liability therefor, and the obligations of the Lease (including, without limitation, the obligation to pay Rent) shall nonetheless commence as of the date upon which the Relocation Commencement Date would have occurred but for such Tenant Delay, act, omission or default. If the Relocation Premises are not substantially completed due to a delay, act, omission or default by Landlord, then as Tenant's sole remedy for the delay in Tenant's occupancy of the Relocation Premises, the Relocation Commencement Date shall be delayed until the earlier of the date of actual occupancy by Tenant or the date on which the Relocation Premises Improvements are substantially completed.

D. Within thirty (30) days after the Relocation Commencement Date, Landlord and Tenant will execute and deliver to each other a written declaration stating the Relocation Commencement Date and the date on which the Extended Term shall expire. Additionally, in such declaration (i) Landlord and Tenant shall certify that the Relocation Premises Improvements have been completed in accordance with the Approved Plans; and (ii) Tenant shall certify that Tenant is in possession and has accepted the Relocation Premises, and that all conditions of under the Lease and this Amendment required of Landlord have been fulfilled, and there are no defenses or off-sets against the enforcement of the Lease or this Amendment; provided, Tenant may state in such declaration any punch list items remaining to be repaired or completed by Landlord, and Tenant, by such declaration, shall not be waiving any objection to such listed punch list items. Tenant shall have waived any objection to any punch list items not specifically enumerated in writing to Landlord within said thirty (30) day period.

E. For the purposes hereof, the following terms shall have the following meanings:

(i) "**Tenant Delay**" shall mean any actual delay caused as a result of: (1) a change by Tenant in the Approved Plans; (2) the inability of Landlord to substantially complete the Relocation Premises Improvements solely because of Landlord's inability to purchase any so called long-lead items (not standard Building materials and finishes) required pursuant to Tenant requested change orders following the Approved Plans; (3) Tenant or any of its employees (or duly authorized contractors) interfering with completion of the Relocation Premises Improvements; (4) Tenant's failure to respond to a request in writing by Landlord for information about the Relocation Premises Improvements within seven (7) days after Landlord delivers such written request to Tenant marked that a response is due in seven (7) days; and (5) any work performed or to be performed by Tenant or its duly authorized contractors that prevents Landlord from completing Relocation Premises Improvements.

(ii) "**Force Majeure Delay**" shall mean a delay caused by any one or combination of the following events: on-site casualty, act of God, on-site explosion, war, invasion, insurrection, riot, mob violence, sabotage, strikes, lockouts, labor disputes, condemnation, governmental restriction first adopted and effective after the date the Lease has been signed and delivered or laws first adopted and effective after the date the Lease has been signed and delivered. Landlord shall

promptly notify Tenant in writing of any act which Landlord reasonably believes may result in a Force Majeure Delay.

F. Landlord's title is and always will be paramount to the title of Tenant, and Tenant will not do or be empowered to do any act which encumbers or may encumber Landlord's title or which subjects the Premises or the Building or any part of either to any lien. Tenant must immediately remove and cause to be fully released any and all liens or encumbrances which are filed against the Premises or the Building as a result of any act or omission of Tenant or Tenant's agents. If Tenant fails to remove and cause to be fully released any such lien within thirty (30) days following Tenant's receipt of notice thereof, then Landlord may, but is not obligated to, remove such lien, and Tenant shall pay all costs of removal or bonding the lien to Landlord upon demand.

As set forth under above, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises, the Building, or the underlying land to any mechanic's, materialmen's, or construction liens of any kind. In order to comply with the provisions of Chapter 713.10, Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including, but not limited to, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics', materialmen's or construction liens of any kind whatsoever upon the Premises, the Building, the underlying land, or improvements thereon, and any such liens are hereby specifically prohibited. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics', materialmen's or construction lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. IN ADDITION, THE INTEREST OF LANDLORD IN THE PREMISES, THE BUILDING, AND THE LAND SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS TO THE PREMISES, THE BUILDING, AND/OR THE LAND MADE BY TENANT, NOTWITHSTANDING ANY APPROVAL BY LANDLORD OF ANY CONTRACT(S) WITH ANY CONTRACTOR(S), AND/OR LANDLORD'S APPROVAL OF ANY SUCH IMPROVEMENT(S) AND/OR PLANS. PRIOR TO ENTERING INTO ANY CONTRACT FOR THE CONSTRUCTION OF ANY ALTERATION OR IMPROVEMENT, TENANT SHALL NOTIFY THE CONTRACTOR MAKING IMPROVEMENTS TO THE PREMISES, THE BUILDING AND/OR THE LAND OF THE FOREGOING PROVISION.

8. **Moving Allowance.** Provided Tenant shall not be in material default under the terms of the Lease beyond any applicable notice, grace and cure periods, then Tenant shall also be entitled to a moving allowance equal to \$50,000.00 (the "**Moving Credit**") as partial reimbursement for the cost of moving expenses incurred by Tenant, and Tenant shall be solely responsible for all other expenses over and above the Moving Credit. Subject to the conditions hereof, Landlord shall credit the Moving Credit (until depleted) against the Base Rent for the Relocation Premises, as such Base Rent becomes due during the Extended Term.

9. **Renewal Option.** Tenant shall have the right to renew the Lease for two (2) additional terms of five (5) years each (each a "**Renewal Term**," and collectively, the "**Renewal Terms**"), by delivering written notice (the "**Extension Notice**") of the exercise thereof to Landlord not less than nine (9) months and no earlier than twelve (12) months prior to the expiration of the Extended Term, TIME BEING OF THE ESSENCE, provided that: (i) no default exists either at the time of such exercise or at the commencement of the Renewal Terms; and (ii) Tenant is

occupying, and using for its own business, all or substantially all of the Relocation Premises at the time of such exercise and upon the commencement of the Renewal Terms. If Tenant does not timely exercise its option to renew pursuant to this Paragraph, such option shall be deemed waived and of no further force and effect. If Tenant fails to exercise the first of its two Renewal Terms, then the second of the Renewal Terms shall automatically be deemed waived and of no further force and effect. Tenant shall lease the Premises during the Renewal Terms in its then-current condition, and Landlord shall have no obligation to perform any work to the Premises, or to provide Tenant with any improvement allowance or other tenant inducements. Except as expressly set forth herein, the Renewal Terms shall be on the same terms and conditions as in this Lease; provided, however, that the Base Rent for the Renewal Terms shall be increased by two and a half percent (2.50%) from the Base Rent due during the final Lease Year of the Extended Term; and shall continue to escalate by two and a half percent (2.50%) each Lease Year during the Renewal Terms.

10. **Termination Option.**

(a) Landlord hereby affirms the Early Termination Right (as defined in the Lease) in favor of Tenant pursuant to Article 1, Section 6 of the Lease, expressly subject to the following modification and amendment of the Early Termination Conditions (as defined in the Lease):

(i) Tenant may not dispatch the Tenant's Termination Notice (as defined in the Lease) prior to the expiration of the forty-eighth (48th) full calendar month of the Extended Term; and

(ii) The termination fee shall continue to be determined in accordance with Article 1, Section 6(A) of the Lease, however, such termination fee shall be calculated based upon the unamortized portion of the Landlord's costs of constructing the Relocation Premises Improvements, Moving Allowance, brokerage fees and leasing commissions paid by Landlord in connection with this Amendment, and the aggregate amount of abated Base Rent for the Abatement Period, amortized at a rate of five percent (5%) over the Extended Term.

(b) If Tenant properly exercises the Early Termination Right and the conditions applicable thereto have been satisfied, the Lease shall be deemed terminated on the Early Termination Date (as defined in the Lease). Tenant shall return possession of the Premises to Landlord in broom clean condition and in accordance with the terms of the Lease, and the parties' respective rights and obligations hereunder shall terminate, except for those obligations which accrue prior to such Early Termination Date and those rights and obligations which expressly, or by their nature, survive the termination of the Lease. If Tenant properly exercises the Termination Option and subsequently fails to timely and properly vacate the Premises and return possession thereof to Landlord on or before the Early Termination Date, Tenant shall be deemed to be holding over in the Premises.

11. **Parking.** During the Extended Term, Tenant shall be allotted parking spaces at the ratio of four (4) parking spaces per 1,000 rentable square feet, at no additional charge to Tenant. Such parking allotment shall consist of (i) 25 parking spaces located on the third (3rd) floor of the Building's parking facility, and reserved for the exclusive use of Tenant, two (2) of which spaces shall be equipped (at Landlord's cost and expense) with an electric car charging station at a location reasonably determined by Landlord; and (ii) 55 unreserved parking spaces located in

Building's parking facility. The electrical consumption charges in connection with the car charging stations shall be billed monthly to Tenant as Additional Rent.

12. **Building Signage.**

(a) Landlord hereby grants Tenant the license to use a portion of the exterior facade (as more particularly described herein) of the Building to maintain certain non-exclusive exterior building signage (the "**Building Signage**") in accordance with a detailed signage plan, specifying the size, the manner of attachment to the Building, wiring, and other aesthetics components, and all other matters pertaining to the Building Signage (the "**Signage Plan**"). The Signage Plan must be mutually approved in writing by Landlord and Tenant, and neither party shall unreasonably withhold, condition or delay approval. The Building Signage shall (i) be located at a height parallel with the 8th floor of the Building and facing Interstate-95 (i.e. easterly side of the Building), unless otherwise approved by Landlord; (ii) be maintained in good condition and repair at Tenant's sole cost and expense; (iii) comply with all applicable laws, including without limitation local zoning and building department ordinances, codes and regulations; and (iv) be personal to Tenant, as the originally named "tenant" under the Lease and shall not be for the benefit of any successor or assigns. Tenant hereby acknowledges that the Building Signage is expressly conditioned upon Tenant's satisfaction of the terms set forth herein, together with the delivery of a letter from the City of Fort Lauderdale to Landlord which vests Tenant with the right to install the Building Signage for the benefit Tenant ("**Municipal Approval**"). Tenant hereby acknowledges that Tenant's failure or inability to obtain Municipal Approval or any other necessary governmental permits with respect to the Building Signage shall not excuse Tenant from any obligations under the Lease, as amended by this Amendment. Notwithstanding the foregoing, in the event that (1) Landlord enters into a lease (or amendment to an existing lease) during the Extended Term or any of the Renewal Terms with a tenant that will occupy more space in the Building than Tenant; and (2) the Building is limited to only two exterior signs by applicable laws, local zoning and building department ordinances, codes and regulations, and the City of Fort Lauderdale denies the issuance of a variance for additional exterior building signage despite the Tenant's good faith cooperation and diligent efforts to assist Landlord in procuring a variance from the City of Fort Lauderdale for additional exterior signage, then Landlord reserves the right to terminate Tenant's license to the Building Signage upon sixty (60) days advance written notice to Tenant, and Landlord (at Landlord's cost) shall remove the Building Signage, and shall reimburse Tenant in amount equal to the actual costs (Tenant to provide reasonable documentation evidencing the incurred costs) incurred by Tenant in installing the Building Signage, amortized at a rate of five percent (5%) over the Extended Term.

(b) Upon receipt of the Municipal Approval from Tenant and issuance of all required permits, Landlord, through its designated sign contractor, will install and construct the Building Signage. All of Landlord's costs and expenses related to the design, construction and permitting of the Building Signage and Signage Plan shall be borne by Tenant, and shall be promptly reimbursed by Tenant 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. Unless Landlord exercises its right to terminate Tenant's license for the Building Signage in accordance with Section 12(a)(2) above, then Tenant shall be responsible for the removal of the Building Signage upon the expiration or termination of this Lease, including, but not limited to the restoration of any impacted surfaces of the Building's exterior facade to "like-new" condition, cleaning and painting of the Building's facade behind the removed signs, together with any other necessary work related thereto, as

determined by Landlord in its reasonable discretion. Landlord shall reasonably cooperate with Tenant in filing any required signage application and/or permit relating to the Building Signage and the selection of a contractor for the installation of the Building Signage.

(c) As a condition to the installation of the Building Signage, Tenant shall deliver a certificate of insurance to Landlord, evidencing the coverage reasonably required by Landlord. The installation, operation, use, maintenance and removal of the Building Signage shall be at the sole and exclusive risk of Tenant, and Landlord shall not assume any liability whatsoever in connection therewith. To the extent limited by applicable Florida law, Tenant shall and does hereby indemnify, defend and hold harmless Landlord, its partners, principals, and agents from and against all claims, expenses, costs, damages, loss, or other liabilities (including, without limitation, reasonable attorneys' fees of Landlord) arising from or in any way connected with the Building Signage or the installation, operation, maintenance and removal thereof.

(d) If the Building Signage is illuminated or otherwise consumes electricity, then Tenant shall install, at Tenant's sole expense, a sub-meter to measure Tenant's electrical consumption in connection with operating the Building Signage. The charges for such electrical consumption shall be billed monthly to Tenant as Additional Rent.

13. **Monument Sign.** Landlord shall diligently pursue the receipt of the requisite regulatory approvals to construct a non-exclusive pylon monument sign (the "**Monument Sign**") at the entrance of the Building in an area designated by Landlord, subject to applicable local, state and federal laws, codes, ordinances. In the event that Landlord is issued the applicable municipal approvals to construct the Monument Sign, Landlord will then install Tenant's name (using standard graphics and fonts for the Building, unless otherwise approved by Landlord) on one of the top two slots of the Monument Sign. All of Landlord's costs and expenses related to the design, construction and permitting of Tenant's name on the 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.

14. **Shared Tenancy.** Article XII is hereby modified to provide that Tenant may, without the prior consent of Landlord, but with at least thirty (30) days prior written notice to Landlord, sublease a portion of the Premises to governmental or non-profit organization ("**Permitted Transferee**") and the subletting is a "**Permitted Transfer**"). No Permitted Transfer shall release, waive or relieve the originally named Tenant from any liability under this Lease or from the obligation to comply with the provisions of this Lease, but rather Tenant and its Permitted Transferee shall be jointly and severally liable therefore.

15. **Early Access Period.** As an accommodation to Tenant, Landlord hereby grants to Tenant the right to access the Relocation Premises, during normal business hours, forty-five (45) days prior to the Relocation Commencement Date (the "**Early Access Period**") in order for Tenant to deliver and install (at Tenant's sole cost and expense) Tenant's equipment, low voltage cabling,

furniture or other personal property (collectively, "**Tenant's Equipment**"), provided that (i) Tenant delivers to Landlord a certificate of insurance for the Relocation Premises during the Early Access Period in accordance with the coverage requirements of the Lease; and (ii) Tenant's access during the Early Access Period does not interfere with the construction of the Relocation Premises Improvements creating Tenant Delay. Landlord assumes no liability for Tenant's Equipment located at the Relocation Premises during the Early Access Period. In the event that Tenant's Equipment is damaged during the Early Access Period, then Tenant shall hold Landlord harmless from and against any such damage to Tenant's Equipment, however, Landlord shall use and cause those under its control to use commercially reasonable efforts not to damage Tenant's Equipment.

16. **No Other Modifications.** Except as expressly set forth herein, all of the terms and conditions of the Lease, shall remain in full force and effect and shall apply to this Amendment.

17. **No Landlord Defaults.** Tenant acknowledges that Landlord is not in default of any of the terms or conditions of the Lease as of the date of this Amendment and knows of no facts which, given the passage of time, would constitute a default by Landlord under the Lease.

18. **Brokerage.** Tenant represents that, except for Avison Young LLC, representing Landlord (the "**Broker**"), the parties hereto have not dealt with any real estate broker, sales person or finder in connection with this Amendment, and no other real estate broker initiated or participated in the negotiation of this Amendment, or showed the Premises to Tenant. Tenant agrees to indemnify and hold harmless Landlord from and against any liabilities (including, without limitation, reasonable attorneys' fees and expenses) and claims for commissions and fees arising out of a breach of the foregoing representation.

19. **Defaults.** Any default under the Lease shall be deemed a default under this Amendment, and any default under this Amendment shall be deemed a default under the Lease.

20. **Ratification of Lease.** The undersigned parties hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Amendment. In the event of a conflict or ambiguity between the Lease and this Amendment, the terms and provisions of this Amendment shall control. Landlord and Tenant each represent and warrant to the other: (i) that the execution and delivery of this Amendment has been fully authorized by all necessary corporate actions; (ii) that the person signing this Amendment has requisite authority to do so and the authority and power to bind the company of whose behalf they have signed; and (iii) that to the best of their knowledge and belief, this Amendment is valid, binding and legally enforceable in accordance with its terms. Each party hereby warrants and represents that, to the best of its knowledge: (w) as of the date hereof the parties have complied with all of the terms and conditions of the Lease; (x) Tenant has no right to any credit, claim, cause of action, offset or similar charge against Landlord or the Rent existing as of the date hereof; (y) neither party is in default of any of the terms or conditions of the Lease as of the date of this Amendment nor knows of any facts which, given the passage of time, would constitute a default by either party under the Lease; and (z) neither party has assigned any of its right, title and interest in, to and under the Lease to any other party. Each party further agrees to indemnify and hold the other party harmless from and against any and all claims losses, demands, liabilities, damages and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and costs paid or incurred in connection therewith at both trial and appellate levels, incurred or arising by reason of a breach or violation of any of the

agreements, obligations, duties or representations and warranties of such party contained in this Amendment. As of the Relocation Commencement Date, Tenant and its successors and assigns hereby release, acquit, satisfy, and forever discharge Landlord and its employees, agents, officers, directors, shareholders, subsidiaries, affiliates, successors and assigns, from any and all actions, causes of action, claims, demands, rights, damages, costs, losses, expenses, occurrences and liabilities of any kind or nature whatsoever, both known and unknown, arising out of any matter, happening or thing, from the beginning of time and relating to the Original Premises.

21. **Time**. Time is of the essence with respect to all provisions of this Amendment.

22. **Counterparts**. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed to constitute an original signature for the purposes of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first hereinabove written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

LANDLORD:

G&I VII TRADE CENTER SOUTH, LLC, a
Delaware limited liability company

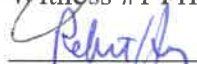
By: G&I VII Investment Trade Centre South,
LLC, a Delaware limited liability company,
its Manager



Witness #1 Signature

Margaret Williams

Witness #1 Printed Name



Witness #2 Signature

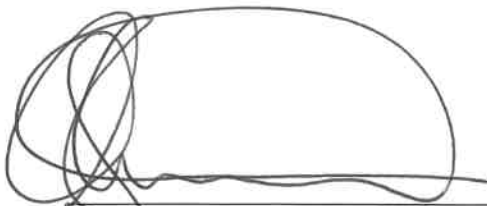
Robert Hyman

Witness #2 Printed Name

By: *Valla Brown*

Print Name: Valla Brown

Title: Vice President



Witness #1 Signature

GREGORY STUART

Witness #1 Printed Name

Alan L. Gabriel

Witness #2 Signature

ALAN L. GABRIEL

Witness #2 Printed Name

TENANT:

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

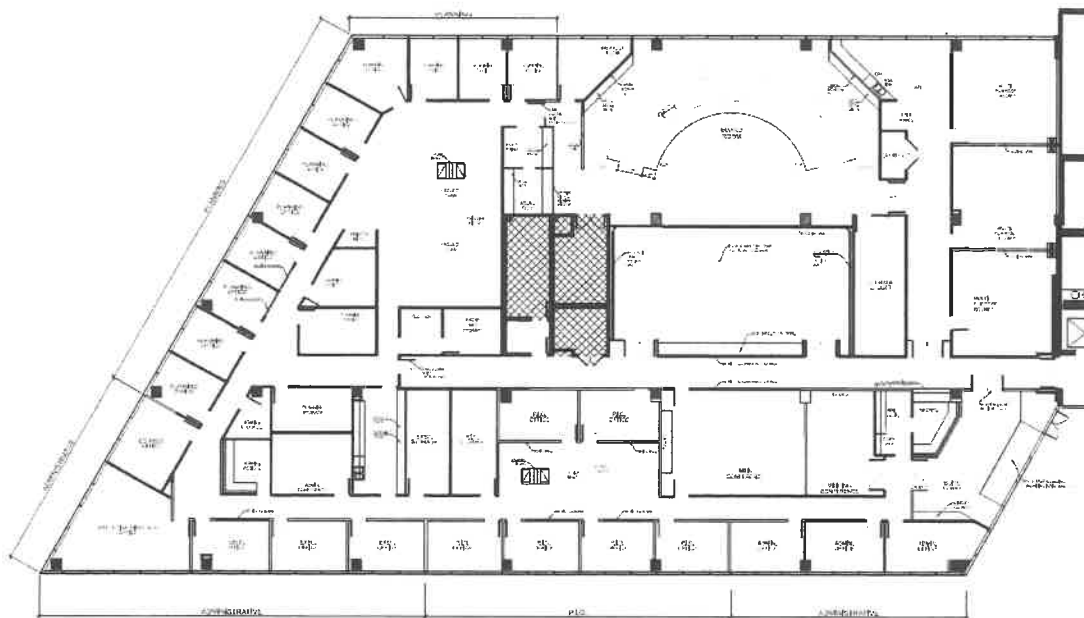
By: *Richard Blattner*

Name: Richard Blattner

Title: Chair

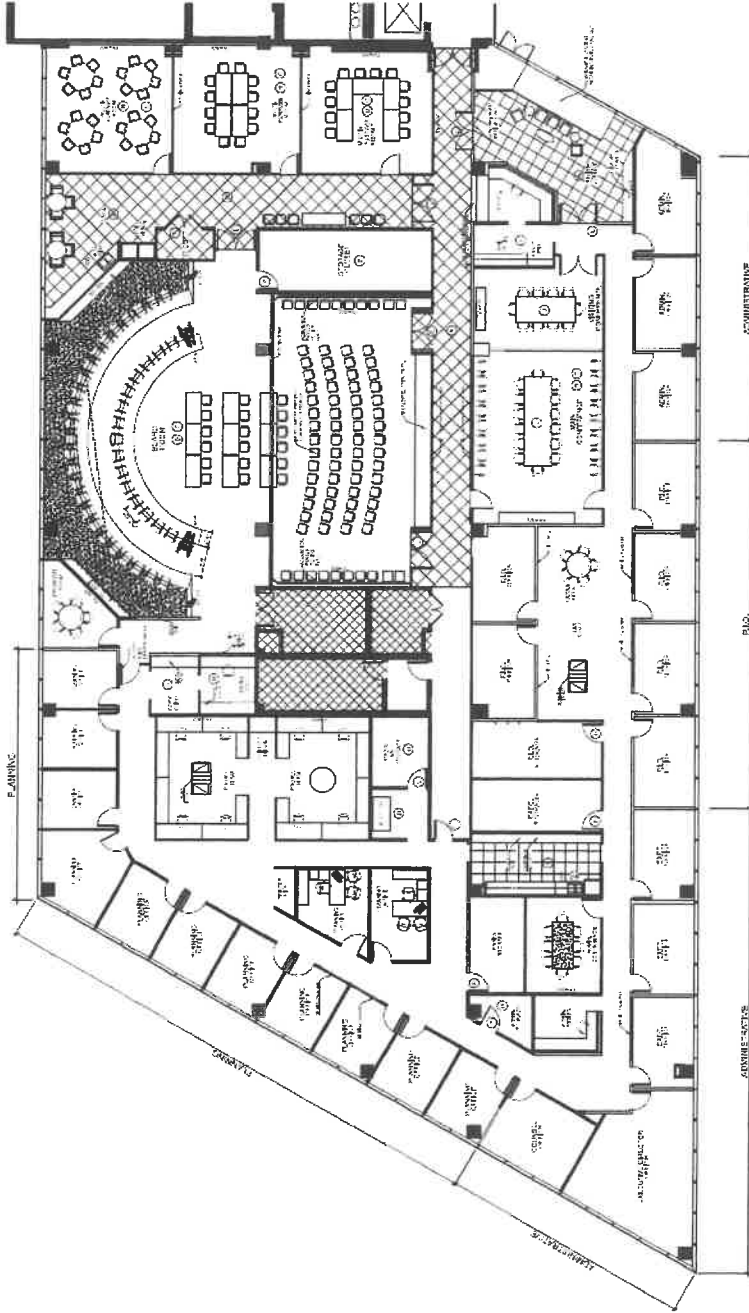
EXHIBIT "A"

Relocation Premises



PRELIMINARY FLOOR PLAN
SCALE: 1/8" = 1'-0"

EXHIBIT 'B' Approved Plans -- Relocation Premises Improvements



PRELIMINARY SPACE PLAN

SCALE: 1/8" = 1'-0"

- 1. DATE: CITY: SEE SHEET. SEE ALL SHEET DATES FOR ALL APPLICABLE NOTES.
- 2. ALL ROOMS ARE AS SHOWN UNLESS OTHERWISE NOTED. ALL ROOMS ARE TO BE REMOVED AND RELOCATED AS SHOWN. ALL ROOMS ARE TO BE REMOVED AND RELOCATED AS SHOWN. ALL ROOMS ARE TO BE REMOVED AND RELOCATED AS SHOWN.
- 3. ROOMS AND PARTS OF ROOMS ARE TO BE REMOVED AND RELOCATED AS SHOWN. ALL ROOMS ARE TO BE REMOVED AND RELOCATED AS SHOWN. ALL ROOMS ARE TO BE REMOVED AND RELOCATED AS SHOWN.
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MPA
 1401 BIRCH STREET
 BOSTON, MA 02111
 TEL: 617-552-3300
 FAX: 617-552-3301
 WWW.MPA.COM

MPO FACILITY
 TRACE CENTER SOUTH
 3RD FLOOR SOUTH
 1401 BIRCH STREET
 BOSTON, MA 02111
 TEL: 617-552-3300
 FAX: 617-552-3301
 WWW.MPA.COM

PROJECT
 DATE
 DRAWN BY
 CHECKED BY
 APPROVED BY
 DATE

ID3B