

AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment of Agreement for Professional Services (the “Amendment”) is made and entered into as of the Effective Date (defined below), by and between (i) **13th Floor Investments, LLC**, a Florida limited liability company (“13FI”), (ii) **13th Floor Broward North Manager, LLC**, a Florida limited liability company (“Development Manager”), (iii) **Thompson & Associates, Inc.**, a Florida corporation (“Engineer”), and (iv) the **District Board Of Trustees of Broward College, Florida** (the “College”), and each of 13FI, Development Manager, Engineer, and the College being a “Party”, and collectively the “Parties”). The "Effective Date" shall mean and refer to the date on which this Amendment is executed in full by all of the Parties.

WHEREAS, 13FI and Engineer are parties to that certain Proposal for Professional Engineering Services dated December 23, 2024, as amended pursuant to that certain Additional Services Agreement #1 dated March 7, 2025, and that certain Additional Services Agreement #2 dated May 27, 2025, all as attached as **Exhibit A** hereto (collectively, the “Agreement”), pursuant to which Engineer has provided civil engineering and related services for the sitework, including stormwater improvements, a facility parking lot, and a new IPS law enforcement motor course, at the property located on the Broward College A. Hughes Adams Central Campus (the “Project”); and

WHEREAS, the College and an affiliate of 13FI and Development Manager, 13th Floor Adler Broward North, LLC (“North Tenant”), entered into a Ground Lease dated May 25, 2021 (the “Ground Lease”) for a portion of the Broward College A. Hughes Adams Central Campus, pursuant to which, among other things, North Tenant agreed to develop all or portions of the improvements contemplated by the Project; and

WHEREAS, North Tenant and the College have entered into that certain Development Management and Settlement Agreement (the “DMSA”), pursuant to which, among other things, (a) North Tenant and the College agreed to terminate the Ground Lease on the terms and conditions set forth in the DMSA, and (b) North Tenant or its designee agreed to undertake on behalf of the College to develop the Project; and

WHEREAS, the Agreement was entered into by 13FI for the benefit of North Tenant or its designee to facilitate the design and construction of the Project on behalf of the College pursuant to the DMSA; and

WHEREAS, in furtherance of the DMSA, 13FI intends to assign its rights and obligations under the Agreement to North Tenant’s affiliate, Development Manager, who has been designated by North Tenant as the entity responsible for the Project pursuant to the DMSA as agent for the College; and

WHEREAS, in furtherance of the DMSA and pursuant to this Amendment, Engineer agrees to the assignment of the Agreement as provided herein and intends to continue to serve as the engineer of record for the Project on behalf of Development Manager and the College.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, to-wit:

1. 13FI is the entity referred to as “Client” in the Agreement. 13FI hereby assigns, transfers and conveys to Development Manager, as agent for the College, all of its right, title, and interest in the Agreement as of the Effective Date.

2. The College acknowledges and agrees to the aforementioned assignment of the Agreement to Development Manager as agent for the College with respect to the management and administration of the Project pursuant to the terms of the DMSA.

3. Engineer acknowledges and agrees to the assignment and assumption of the Agreement by Development Manager as agent for the College, subject to terms and conditions as set forth in this Amendment, and agrees that no further consent or approval of Engineer shall be required to give effect to same. Engineer further agrees that 13FI is released from the Agreement, the terms and conditions thereof and any obligations of “Client” thereunder, as of the Effective Date.

4. Engineer hereby acknowledges prior payments on account of its services for the Project in the amount of \$26,800.00 and represents that the total fees on account of services pursuant to the Agreement shall not exceed \$50,000, such amount being subject to adjustment for additional services as provided in the Agreement. The Engineer further represents that there are no outstanding amounts due or owing as of the Effective Date, whether for services previously performed or reimbursable expenses related thereto.

5. Engineer and the College acknowledge and agree that Development Manager has entered into the Agreement (as amended and assigned hereby) to serve as agent and representative of the College for the Project. All communications related to the services, the Project and the Agreement shall be directed to the College and given on behalf of the College by and through Development Manager except where this Amendment provides otherwise or where Engineer is notified in writing by the College to the contrary. The general administration of the Project and the Agreement (as amended hereby) by Development Manager is for the sole purpose of representing the College’s interests. The Engineer, by execution of this Amendment, expressly (i) acknowledges that neither 13FI or Development Manager have any obligation for payment or any amounts due or owing or becoming due and owing on account of the services of the Engineer, except to the extent of payments remitted by the College to Development Manager for same, and (ii) waives any rights or claims against 13FI and Development Manager (except to the extent of payments tendered to Development Manager as provided in subpart (i) and not properly remitted to the Engineer). The College acknowledges, by execution of this Amendment, that it shall be obligated to remit payments on account of the services of the Engineer for the Project and pursuant to the terms and conditions of the DMSA.

6. Engineer shall maintain such insurance as set forth in **Exhibit B** to this Amendment.

7. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless (but shall have no obligation to defend) 13FI, Development Manager, and the College, together with all such parties identified as “Additional Insureds” on **Exhibit B** hereto (collectively, “Indemnitees”), from and against claims, damages, losses, judgments, awards, fines, injuries, settlements and expenses, including but not limited to reasonable attorneys’ fees to the extent arising out of, resulting from, or caused by Engineer’s or its consultants’ negligent performance of the services, provided that Engineer shall not be obligated to provide indemnity to the extent that any of the aforementioned is caused by any such person or party indemnified hereunder. Such indemnity obligation shall not be construed to negate, abridge, or reduce other rights or obligations

of indemnity which would otherwise exist as a party or person described herein. Engineer's obligations with respect hereto shall survive termination of the Agreement and/or completion of the services.

8. Engineer shall not use or include photographic or artistic representations of the Project, nor make reference to the Project or the College or any persons or parties affiliated therewith, or this engagement, in any promotional, advertising, or marketing materials, or otherwise in any social media or other forum make any statement, announcement, or publication and/or supply to any third party, including without limitation, the press, news agencies or entertainment media, any information, photographs, or information related to any of the aforementioned, without the College's express prior written approval.

9. In no event shall any present or future officer, director, employee, trustee, member or agent of any Party hereto, respectively, have any personal liability, directly or indirectly and recourse shall not be had against any such officer, director, employee, trustee, member or agent, under or in connection with same. Each Party respectively waives and releases any such individuals of any and all such personal liability and recourse.

10. All further notices and communications for the Parties under or pursuant to the Agreement shall be directed to:

Development Manager:

13th Floor Broward North Manager, LLC
c/o Adler 13th Floor Broward College, LLC
2850 Tigertail Ave, Suite 701
Miami, Florida 33133
Attention: Aaron Stolear
Email: astolear@13fi.com

With copies to the College:

District Board Of Trustees of Broward College, Florida
111 East Las Olas Blvd.
Fort Lauderdale, Florida 33301
Attention: Alexis Yarbrough, Board of Trustees Chair
Email: ayarbrou@broward.edu

District Board Of Trustees of Broward College, Florida
111 East Las Olas Blvd.
Fort Lauderdale, Florida 33301
Attention: Torey Alston, President
Email: talston@broward.edu

11. Engineer hereby licenses to the College and Development Manager as its agent, all right and title to use all work product, including without limitation, all drawing, plans and specifications prepared pursuant to the Agreement for the Project, subject to the terms and conditions of the Agreement.

12. Engineer agrees to comply with the Code of Conduct as set forth in **Exhibit C** hereto and shall, contemporaneous with execution of this Amendment also execute and deliver a copy of same to the College.

13. Nothing contained herein shall be construed or interpreted as: (1) denying to any Party any remedy or defense available to such Party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under the Agreement and shall be fully binding until such time as any proceeding brought on account of the Agreement is barred by any applicable statute of limitations.

14. Engineer and 13FI represent to Development Manager and the College that (i) the Agreement as set forth as **Exhibit A** hereto, is a valid agreement and in full force and effect and represents the entire agreement between the parties; (ii) neither Party has issued or received any notice of default and does not have knowledge of any breach of the Agreement; and (iii) neither Party has knowledge of any lien or threat of lien by persons or parties having performed any services or work under the Agreement.

15. This Amendment and the Agreement shall be governed by the laws of the State of Florida.

16. This Amendment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. The Parties hereto acknowledge and agree that commonly adopted electronic signatures to this Amendment shall be effective.

[Signature Page Follow.]

Acknowledged and Agreed as of the Effective Date by:

13th Floor Investments, LLC,
a Florida limited liability company

By: _____
Name:
Its:
Date: _____, 2025

13th Floor Broward North Manager, LLC,
a Florida limited liability company

By: _____
Name:
Its:
Date: _____, 2025

Thompson & Associates, Inc.,
a Florida corporation

By: _____
Name:
Its:
Date: _____, 2025

District Board Of Trustees of Broward College, Florida

By: _____
Name:
Its:
Date: _____, 2025

EXHIBIT A AGREEMENT



December 23, 2024

David Benhamu | AIA, NCARB
13th Floor Investments
2850 Tigertail Ave., Suite 701,
Miami, FL 33133

Re: Proposal for Professional Engineering Services
Broward College A. Hugh Adams Central Campus –Lake #1 Reconfiguration

Dear Mr. Benhamu,

Thompson & Associates, Inc. (T&A) is pleased to provide this proposal to 13th Floor Investments (Client) for professional Civil consulting services related to the drainage engineering design services related to the Broward College A. Hugh Adams Central Campus Broward College Lake #1 Reconfiguration Design and Permitting.

The scope of work shall include design and permitting for on-site stormwater drainage systems. T&A's specific scope of services and corresponding fees follow in Exhibit A and B, respectively.

Thompson & Associates appreciates this opportunity and looks forward to completing this project for 13th Floor Investments!

Respectfully submitted,

James F. Thompson, PE, LEED-AP
President, Thompson & Associates, Inc.



EXHIBIT A
SCOPE OF SERVICES

PHASE I – SCHEMATIC DESIGN

Consultant shall provide the CLIENT with Schematic Drainage Plans to obtain cost estimates for the construction of the project.

1. Attend one (1) coordination meetings with the project team.
2. Review proposed Basin 1 Site Plans, prepared by others, and provide feedback for Lake configuration.
3. Incorporate Site Plans into base file.
4. Design Lake reconfiguration that meets the requirements of the Stormwater Master Plan.
5. Provide Schematic Plans for Client to be used for obtaining cost estimate for construction costs.

** Deliverables shall include Schematic Design drawings.*

PHASE II – DESIGN PHASE

Using the Schematic Design Plan comments from the Client from the prior phase, the Consultant shall develop the design drawings to a permit ready set. Design Phase shall include the following:

1. Attend one (1) coordination meeting with the project team to review comments received in the Schematic Design Phase.
2. Address comments received during the Schematic Design Phase.
3. Complete the design plans for the on-site Lake #1 Reconfiguration and on-site stormwater pollution prevention plan.
4. Complete Technical Memorandum for drainage calculations to demonstrate the design of the lake meets the Stormwater Master Plan.
5. Develop Operation and Maintenance Manual (O&M) of Surface Water Management System.
6. Develop Cost Estimate for perpetual O&M of Surface Water Management System.
7. Prepare permit application for permitting agencies identified in Phase IV Permitting Services for signatures from OWNER.

** Deliverables shall include permit ready documents.*

PHASE III – PERMITTING SERVICES

Consultant will complete permitting associated with the infrastructure design identified in this proposal that is required for the following agencies:

1. Town of Davie Engineering
2. Central Broward Water Control District
3. South Florida Water Management District Environmental Resource Permit

** Client is responsible for all application and permitting fees required by each agency.*

As part of the permitting process, comments and request for additional information (RAI) shall be incorporated into a permitted set of Construction Documents. Drawings shall be revised using clouded revisions and numbers.



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PHASE IV – CONSTRUCTION DOCUMENTS

Upon completion of the Permitting Phase, the Consultant shall incorporate all comments received into the drawing. The 100% Construction Documents phase shall include:

1. Update design plans to address comments received.
2. Submit 100 % Construction Documents package to Client.

** Deliverables shall include Construction documents.*

PHASE V - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

This phase begins with the award of the construction contract and ends when the Contractor's final Payment Certificate is approved by the CLIENT. The CLIENT project manager shall be responsible for scheduling all meetings and inspections, receiving all contractors' submittals and processing all applications for payment. The CONSULTANT shall perform the following:

1. Attend construction kick-off meeting.
2. Review shop drawings.
3. Conduct engineering observations during critical tests and construction activities in order to certify that the installed infrastructure associated with the design was completed in general accordance with the conformed set of design plans.
4. Assist the client and/or contractor with issues and questions during construction.
5. Review as-built drawings submitted by contractor.
6. Certification and close-out of permits.



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SERVICES NOT INCLUDED IN PROPOSAL

1. Site Plan Preparation
2. DRC Meeting Attendance
3. Environmental studies, determinations or permitting
4. Environmental Advisory Board Meetings or Reviews
5. Surveying services
6. Off-site paving, grading and drainage improvements
7. On & Off-Site Pavement marking and signage improvements
8. On & Off-Site Watermain extensions and services
9. On & Off-Site Wastewater extensions and services
10. Dewatering Permitting
11. Geotechnical engineering & testing services for Pavement Core and Soil Penetration Test
12. Electrical engineering
13. Subsurface utility engineering
14. Structural engineering
15. Landscape architecture design
16. Irrigation design
17. Tree removal permits



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EXHIBIT B
SCHEDULE OF FEES

FEES

The above scope will be completed for a **LUMP SUM** fee as defined below:

PHASE I – SCHEMATIC DESIGN	\$ 5,000.00
PHASE II – DESIGN PHASE	\$ 10,000.00
PHASE III – PERMITTING SERVICES	\$ 10,000.00
PHASE IV – CONSTRUCTION DOCUMENTS	\$ 5,000.00
PHASE V - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES (Hourly Not to Exceed)	\$ 10,000.00
TOTAL	\$ 40,000.00

Monthly invoices, issued in the first week of each month, will reflect the percent completed for the prior month.

Any additional or hourly scope requested by the Client will be invoiced on an hourly basis as per the following rate schedule:

<u>POSITION</u>	<u>RATE PER HOUR</u>
SENIOR ENGINEER	\$ 300.00
PROJECT MANAGER	\$ 250.00
PROFESSIONAL ENGINEER	\$ 225.00
STAFF ENGINEER	\$ 200.00
FIELD ENGINEER	\$ 150.00
CLERICAL	\$ 100.00
<u>REIMBURSABLE EXPENSES</u>	
EXPENSES	At cost



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EXHIBIT C
AGREEMENT PROVISIONS

PARTIES TO THIS AGREEMENT

This Agreement for professional services has been entered into this 20th day of December 2024 by Thompson Associates, Inc. Civil Engineering (hereinafter referred to as Consultant) and the 13th Floor Investments (hereinafter referred to as Client).

ENTIRE AGREEMENT

This Agreement, comprising pages 1 through 11, (Cover Letter and Exhibits A, B and C), is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

ASSIGNMENT

Neither party to this agreement shall transfer, sublet or assign any rights or duties under or interest in this agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this agreement.

PROJECT REPRESENTATIVES

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project on behalf of their respective parties. In the event any changes are made to the authorized representatives or other information listed above, the Client and Consultant agree to furnish each other timely, written notice of such changes.

	CLIENT	CONSULTANT
NAME/TITLE	David Benhamu AIA, NCARB	Jim Thompson, P.E. / President
ADDRESS	2850 Tigertail Ave., Suite 701, Miami, FL 33133	412 SE 18 th St., Fort Lauderdale, Florida 33316
PHONE	(786) 427-6441	(954) 761-1073
EMAIL	dbenhamu@13fi.com	jim@thompson-inc.com
LIMITATIONS	N/A	N/A

SCOPE OF SERVICES

The Client and the Consultant have agreed to a list of services the Consultant will provide to the Client, set forth on the appended Scope of Services, Exhibit A. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services listed in Exhibit A. Payment for Additional Services will be made by the Client, in accordance with the Consultant's prevailing fee schedule, as provided for in Exhibit B, Compensation, or as agreed to by the Client and the Consultant. Services not set forth above and not



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listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

BILLING AND PAYMENT TERMS

PAYMENT DUE

Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

INTEREST

If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

SET-OFFS, BACKCHARGES, DISCOUNTS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

DISPUTED INVOICES

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fourteen (14) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with



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the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

PAYMENTS TO THE CONSULTANT

Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

DEFINITION OF "CERTIFY"

As used herein, the word *certify* shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

CODE COMPLIANCE

The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date specified in the first paragraph of Exhibit C, entitled "PARTIES TO THIS AGREEMENT". Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the



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Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's insurance policy limit of two (2) million per occurrence for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law. **As per Section 558.0035 of the Florida Statutes, an individual employee or agent may not be held individually liable for negligence.**

CONTRACTOR AND SUBCONTRACTOR CLAIMS

The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's subconsultants to all those named shall not exceed the Consultant's insurance policy limit of two (2) million per occurrence for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

TERMINATION

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.



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SUSPENSION OF SERVICES

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CORPORATE PROTECTION

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's individual employees, officers or directors.

DEFECTS IN SERVICE

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant



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shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of seven (7) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

EXTENSION OF PROTECTION

The Client agrees that any and all limitations of the Consultant's liability, waivers of damages by the Client to the Consultant and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners and employees and their heirs and assigns, as well as the Consultant's subconsultants and their officers, employees, heirs and assigns.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.



Client's Initial DB Consultant's Initial JFT

SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

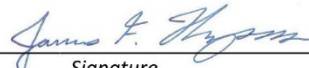
UNDERGROUND IMPROVEMENTS

The Client will furnish to the Consultant information identifying the type and location of existing underground improvements on the site. The Consultant is entitled to rely upon the accuracy and completeness of the information furnished to the Consultant. The Consultant (or its subconsultant) will prepare and furnish to the Client a plan showing the location of these underground improvements as provided by the Client and indicating the locations intended for subsurface penetrations. The Client will review and approve this plan and authorize the Consultant to proceed. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence or willful misconduct of the Consultant.

THE UNDERSIGNED AGREE TO THE SCOPE AND FEES AS DEPICTED IN EXHIBIT A, THE RATE SCHEDULE AS DEPICTED IN EXHIBIT B, AND THE AGREEMENT PROVISIONS AS DEPICTED IN EXHIBIT C, WHICH ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

FOR CONSULTANT

James F. Thompson, PE / President
Name / Title


Signature

12/23/2024
Date

FOR CLIENT

David Benhamu | AIA, NCARB
Name / Title


Signature

12/24/24
Date



Client's Initial DB Consultant's Initial JFT



March 7, 2025

David Benhamu | AIA, NCARB
13th Floor Investments
2850 Tigertail Ave., Suite 701,
Miami, FL 33133

Re: Proposal for Professional Engineering Services
Broward College A. Hugh Adams Central Campus –Lake #1 Reconfiguration
ASA#1 – Drainage Trunkline (Lake #1 to Lake #3)

Dear Mr. Benhamu,

Thompson & Associates, Inc. (T&A) is pleased to provide this Additional Service Agreement proposal to 13th Floor Investments (Client) for professional Civil consulting services related to the design and permitting of the proposed Drainage Trunkline between Lake #1 and Lake #3.

FEES

The above scope will be completed for a **LUMP SUM** fee as defined below:

ASA#1 - Drainage Trunkline – Preliminary Design	\$	500.00
ASA#1 - Drainage Trunkline – Design and Permitting	\$	4,500.00

Thompson & Associates appreciates this opportunity and looks forward to completing this project for 13th Floor Investments!

Respectfully submitted,

James F. Thompson, PE, LEED-AP
President, Thompson & Associates, Inc.

FOR CLIENT

David Benhamu | AIA, NCARB
Name / Title

Signature

03.10.2025

Date



412 SE 18th St., Fort Lauderdale, FL 33316 | Broward (954) 761-1073 | www.Thompson-inc.com



May 27, 2025

David Benhamu | AIA, NCARB
13th Floor Investments
2850 Tigertail Ave., Suite 701,
Miami, FL 33133

Re: Proposal for Professional Engineering Services
Broward College A. Hugh Adams Central Campus –Lake #1 Reconfiguration
ASA#2 – Permitting Coordination

Dear Mr. Benhamu,

Thompson & Associates, Inc. (T&A) is pleased to provide this Additional Service Agreement proposal to 13th Floor Investments (Client) for professional consulting services related to additional permitting coordination to combine the College's three projects (Lake #1, Test Track and Faculty Parking Lot) into one permitting submittal. T&A will receive all permit ready drawings from the College's Consultants and submit them one permit package to South Florida Water Management District and Central Broward Water Control District.

FEES

The above scope will be completed for a **LUMP SUM** fee as defined below:

ASA#1 – Permitting Coordination \$ 7,000.00

Thompson & Associates appreciates this opportunity and looks forward to completing this project for 13th Floor Investments!

Respectfully submitted,

James F. Thompson, PE, LEED-AP
President, Thompson & Associates, Inc.

FOR CLIENT

David Benhamu | AIA, NCARB

Name / Title

Signature

05.29.2025

Date



412 SE 18th St., Fort Lauderdale, FL 33316 | Broward (954) 761-1073 | www.Thompson-inc.com

EXHIBIT B

INSURANCE REQUIREMENTS

1. Engineer shall maintain throughout the period of the services and for a period thereafter as defined below, at least such coverages with such minimum coverage limits as follows, such minimum coverages and limits, as the case may be, being adjusted to include any such coverages or higher limits as may be required pursuant to applicable laws and regulations governing the services:

(a) Commercial general liability coverage to be written on an occurrence form with an occurrence limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Coverage will include personal injury; blanket broad form contractual; and medical payments and completed operations.

(b) Worker's compensation insurance in compliance with the statutory requirements where the services are performed, and employer's liability insurance of not less than One Million Dollars (\$1,000,000) per accident/disease.

(c) Automobile liability and Property Damage insurance covering all owned, hired, or non-owned vehicles will be maintained with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability.

(d) Excess/Umbrella coverage at least as broad as the coverage in subpart (a) above, with liability limits of not less than Five Million Dollars (\$5,000,000).

(e) Professional Liability Coverage covering any negligent acts, error or omission caused by or arising out of the performance of professional services by Engineer and/or its consultants in connection with the Project with a minimum per claim limit of One Million Dollars (\$1,000,000), and a minimum aggregate limit of Two Million Dollars (\$2,000,000.00). Coverage shall be maintained for a period of not less than applicable statute of repose (and if none, then the applicable statute of limitations). Not later than thirty (30) days prior to the expiration of any policy term, Engineer shall demonstrate evidence of renewal coverage satisfactory to Client and consistent herewith.

2. All policies must be written through a reputable and financially sound insurer duly authorized to transact that class of insurance in the state in which Project is located and services are performed. In all instances, each insurer selected must be at least "A" (Excellent) Class "X" in the most recently published "Best's Insurance Report." If an insurer's rating falls below "A" (Excellent) Class "X" during the term of the policy, the insurance must be replaced no later than the renewal date of the policy with an insurer having an "A" (Excellent) Class "X" rating in the most recently published "Best's Insurance Report."

3. Engineer shall furnish to Client a valid original certificate of insurance and any and all endorsements (including but not limited to the additional insured endorsement) or riders thereto, evidencing compliance with all requirements contained in this Exhibit.

4. Policies shall include coverage for the Project site. All policies (except professional liability) shall be occurrence-based; shall be "primary" and non-contributing to any insurances (or self-insurance), including any deductible, maintained by, or provided to Client or the other additional insureds; and, to the extent permissible without impairment of coverage, shall contain a waiver of subrogation in favor of Client and the other additional insureds, so that in no event shall the insurance carriers have any right of recovery against Client or the other additional insureds, their agents or employees; and shall contain a separation of insured provision (severability of interest clause). If Client or another additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

5. All policies, with the exception of Professional Liability and Workers Compensation, shall name the persons and parties set forth below, as additional insureds:

- (a) 13th Floor Adler Broward North, LLC
- (b) 13th Floor Investors
- (c) 13th Floor Broward North Manager, LLC
- (d) District Board of Trustees of Broward College, Florida and its officers, employees, agents, and volunteers
- (e) All shareholders, members, managers, directors, officers, employees affiliates, representatives and agents, successors and assigns, of all of the above referenced persons or parties.

6. Engineer shall notify Development Manager and the College of any change or notice of cancellation, non-renewal or other material modification in coverage of any insurance policy not less than (15) days prior to the effective date of such event under any such coverage.

7. Any consultants engaged by Engineer shall be required to maintain insurance coverages consistent with the terms and conditions set forth herein.

EXHIBIT C CODE OF CONDUCT POLICY ACKNOWLEDGEMENT



CONTRACTOR POLICY CODE ACKNOWLEDGEMENT

Name (Please Print) _____

Contract/Work Order/Purchase Order (P.O.) # _____

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward Owner ("Owner") using Owner equipment and/or working on Owner premises, property or facilities must comply with the rules and regulations of the Owner's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, _____,
(Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the Owner, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the Owner. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the Owner, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the Owner may eliminate me and/or my company from award of future solicitations.



SCEC

considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of Owner policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the Owner, and the Owner may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Contractor Name (Print)

Authorized Representative (Print)

Signature

Date



SCEC