BROWARD COUNTY FLORIDA

SIXTH AMENDMENT TO LEASE AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH FLORIDA WILDLIFE CENTER, INC.

This Sixth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County" or "Lessor"), and South Florida Wildlife Center, Inc., a Florida not-for-profit corporation ("Lessee") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Lease Agreement between Broward County and The Society for the Prevention of Cruelty to Animals of Broward County, Inc., dated August 3, 2000 (the "Original Agreement"), for the lease of vacant land for use as an animal shelter, animal hospital, animal adoption center, and related uses.

B. On December 27, 2010, The Society for the Prevention of Cruelty to Animals of Broward County, Inc., changed its name to South Florida Wildlife Center, Inc.

C. The Original Agreement was amended by a First Amendment, dated June 23, 2009, a Second Amendment, dated June 18, 2019, a Third Amendment, dated November 13, 2019, a Fourth Amendment, dated January 15, 2020, and a Fifth Amendment, dated June 16, 2020. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, is referred to herein as the "Agreement."

D. The Second Amendment amended the use provision to permit use of the Premises as a wildlife hospital and rehabilitation center.

E. The Agreement expires on September 30, 2025.

F. Lessee expects to enter into a lease agreement with The School Board of Broward County for property located in the Town of Southwest Ranches, which will serve as Lessee's new location for a wildlife hospital and rehabilitation center after the construction of the necessary facilities. The Milestones attached hereto as Attachment I more fully describe the timeline for the construction and eventual relocation from the Premises to the new location.

G. Lessee desires to continue to operate the wildlife hospital and rehabilitation center on the Premises until the above-mentioned construction and relocation are completed and has requested an extension of the term.

H. The Parties now desire to further amend the Agreement to extend the term of the Agreement through December 31, 2026, and to provide for up to three (3) one-year optional renewals, to provide additional time to permit Lessee to complete the above-mentioned construction and relocation.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 2 of the Agreement is amended as follows (original bolding/underlining omitted):

2. TERM; RENEWALS

The term of this Lease ~~("Lease Term")~~ shall commence on the "Effective Date," defined as the day that falls on the 1st of the month immediately following full execution of this Lease by Lessor, and ~~terminates~~ end at 11:59 p.m. on ~~the 30th day of September, 2025~~ December 31, 2026 ("Initial Term"), unless terminated sooner as provided herein. The Initial Term and any Renewal Term(s), as those terms are defined in this section, are collectively referred to as the "Lease Term."

Renewal Term(s). Lessee may request renewal of this Agreement for up to three (3) additional one (1) year terms (each a "Renewal Term") on the rates, terms, and conditions stated in this Agreement by sending written notice (each a "Renewal Notice") to Lessor at least sixty (60) days (but no more than ninety (90) days) prior to the expiration of the then-current Lease Term; provided, however, for a Renewal Term to be effective, the Port Director must send written notice of approval of Lessee's request for a Renewal Term (each an "Approval Notice") within thirty (30) days after Lessor's receipt of the applicable Renewal Notice.

Approval Notices shall not be withheld by the Port Director if: (i) Lessee timely sends the applicable Renewal Notice; (ii) Lessee is current on its Agreement obligations; and (iii) Lessee demonstrates to the Port Director's reasonable satisfaction that Lessee is proceeding with reasonable diligence and in good faith towards completion of Lessee's new location for a wildlife hospital and rehabilitation center in the Town of Southwest Ranches and relocation from the Premises, all by December 31, 2029. The Parties acknowledge that the timelines and milestones more fully set forth in Attachment I, attached hereto, are preliminary estimates only, subject to changes, adjustments, and delays that commonly accompany projects of comparable complexity and magnitude, but shall serve as measures for the Port Director to consider when determining whether to send Approval Notices. Lessee shall timely provide all documentation requested by the Port Director to make such determinations.

If a Renewal Term is not fully effectuated as set forth herein, this Agreement will expire at the end of the then-current Lease Term. The Port Director is authorized to send Approval Notices, and notice of same to Lessee by email alone shall be effective and sufficient. All deadlines set forth in this section may be modified in writing by the Port Director at their sole discretion.

4. Section 3(A) of the Agreement is amended as follows (original bolding/underlining omitted):

3. RENT PAYMENTS AND SECURITY DEPOSIT

A. Pursuant to Chapter 32, Section 32.6~~(c)~~(d) of the Broward County Administrative Code, Lessor has agreed to the rental rate of Two Hundred and 00/100 Dollars ($200.00) per ~~l~~Lease ~~y~~Year, as the use of the Premises as a wildlife hospital and rehabilitation center serves a public purpose, which lawfully could be discharged by Lessor. Said rent is due and payable on or before the 1st day of October, 2000, and each October 1st thereafter during the Lease Term hereof, and shall be prorated for any partial Lease Year.

5. New Sections 31(BB-GG) are added to the Agreement as follows (underlining omitted):

31. MISCELLANEOUS

. . .

BB. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Lessee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Lessee represents and certifies that it is not, and for the duration of the Lease Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Lessee represents that it is, and for the duration of the Lease Term will remain, in compliance with Section 286.101, Florida Statutes.

CC. Verification of Employment Eligibility. Lessee represents that Lessee and each sublessee have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Lessee violates this section, Lessor may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by Lessor due to the termination.

DD. Prohibited Telecommunications Equipment. Lessee represents and certifies that Lessee and all sublessees do not use, and for the Lease Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

EE. Polystyrene Food Service Articles. Lessee shall not sell or provide for use on Lessor property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

FF. Ownership Disclosure Requirement. By January 1 of each year, Lessee must submit, and cause each of its sublessees/contractors to submit, an Ownership Disclosure Form (or such other form or information designated by Lessor), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

GG. County Business Enterprise ("CBE") Goals. Lessee shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances, as amended, in the development, construction, or modification of improvements to the Premises. Before the commencement of such improvements, the Office of Economic and Small Business Development shall be provided with any requested documentation to evaluate the applicability of a CBE goal. If a CBE goal is established, the Parties must amend this Agreement, with County acting through its Port Director, to incorporate the CBE goal for such improvements and all CBE requirements. Failure by Lessee to carry out any of the requirements of this paragraph shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or applicable laws, all such remedies being cumulative. For purposes of this paragraph, "County Business Enterprise" or "CBE" means an entity certified as meeting the applicable requirements of Section 1-81, et seq. Broward County Code of Ordinances.

6. Attachment I, attached hereto, is incorporated in the Agreement. All references to Attachment I in the Agreement, as amended, are deemed to refer to Attachment I, as attached hereto.

7. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Lessee, Lessee hereby attests under penalty of perjury that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Lessee declares that they have read the foregoing statement and that the facts stated in it are true.

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations,

agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Lessee acknowledges that through the date this Amendment is executed by Lessee, Lessee has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be retroactive to September 30, 2025.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__; and South Florida Wildlife Center, Inc., signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By CARLOS A. RODRIGUEZ-CABARROCAS Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS Date: 2025.08.27 12:30:06 -04'00'
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

CRC:dh
Wildlife Center Sixth Amendment - Final
8/27/2025
#80040-2024

SIXTH AMENDMENT TO LEASE AGREEMENT BETWEEN BROWARD COUNTY AND SOUTH FLORIDA WILDLIFE CENTER, INC.

LESSEE

By: _____
Authorized Signer

Jeffrey Arciniaco, President - Board Chairman
Print Name and Title

27 day of August, 2025

South Florida
WILDLIFE CENTER
Saving Wildlife in Our Urban Jungle

SFWC Lease Extension Milestones

Milestone 1 – Conceptual Design (Completed)

Present the preliminary conceptual design and proposed construction timeline to the Port Authority and Broward County Administration for approval of the lease extension. This milestone is not contingent upon the approval of the lease agreement with the School Board of Broward County (SBBC) for property in the Town of Southwest Ranches.

Milestone 2 – Execution of School Board Lease

Execute the lease agreement with the School Board of Broward County. The form of the Ground Lease Agreement has been approved both by the staff of SBBC and the SBBC's General Counsel's office. It has also been approved by the Board of Directors of South Florida Wildlife Center (SFWC). The SBBC staff recommended approval of the Ground Lease Agreement by the full board of the SBBC at the SBBC meeting on August 19, 2025. The Ground Lease Agreement was approved unanimously by the SBBC. Targeted lease signing date: by September 1, 2025.

Milestone 3 – Site Analysis

Upon possession of the property, SFWC will initiate geotechnical investigations and an independent wetland assessment to support the permitting process. Order the American Land Title Association (ALTA) survey to identify the title commitments of the leased parcel in addition to the normal as-built conditions.

Milestone 4 – Capital Campaign Development Phase

Develop the capital fund-raising campaign in cooperation with our PR/Marketing Team and the SFWC Board of Directors. Collaborate with the Town of SW Ranches (Town) for signage and awareness campaign with Town residents. Launch of a Silent Phase of the capital campaign with the intent to secure anchor donors first. There is a target of $2.5M in securing funds or pledged funds, including naming opportunities, corporate sponsors, etc., before launch of public phase. Complete all collateral campaign materials. Begin targeted social media campaign by March 2026 to be continued until project completion.

Milestone 5 – Entitlement and Approvals

Begin the entitlement and approval phase with the Town of Southwest Ranches and Broward County. Legal support is being provided by Akerman PA, which is advising on land-use issues. Complete site assessment.

Milestone 6 – Capital Campaign Public Phase

Launch the public phase of the capital campaign in July 2026 (if not sooner) as part of SFWC's 57th anniversary celebration. Fundraising efforts will include grants, donations, in-kind services, corporate sponsorships, and continued naming opportunities.

Milestone 7 – Project Design and Site Preparation

During FY2026-27 SFWC will work on finalizing permitting/platting processes and preparing construction specs for bids. Initiate land preparation, including exotic tree removal, site filling and grading. Logistical plans for movement and relocation of existing animal enclosures/habitats based on new site plans will be undertaken during this phase.

Milestone 8 – Construction Phase

We anticipate construction to begin in 2027, subject to potential delays, and continue through 2029. During this time, SFWC will remain fully operational, assisting the community and wildlife needs at its current location.

Milestone 9 – Project Completion

Complete construction and hold a ceremonial ribbon-cutting event in FY2029 as the official celebration of the 60th anniversary of the center.

NECESSARY LEASE TERM ACCOMPLISH THE MILESTONES: According to the proposed milestones and timelines highlighted above, SFWC is requesting a period of four (4) years, with a continuation of the $200 annual lease rate until completion of the new Wildlife Hospital in the Town of Southwest Ranches. Please note that this is not an official Project Schedule but a desired timeline for the completion of the Project. The SFWC Board of Directors reserves the right to change/amend this timeline based upon site conditions/permitting process, however the proposed lease extension shall not exceed FY2029.