

SECOND AMENDMENT TO VERTIPOINT DEVELOPMENT SUBLEASE AGREEMENT

THIS SECOND AMENDMENT TO VERTIPOINT DEVELOPMENT SUBLEASE AGREEMENT (this “Second Amendment”) is made on this ___ day of _____, 2024 (the “Effective Date”), by and between **FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY**, a body politic and a body corporate organized under the laws of the State of Florida (“Landlord”) and **FERROVIAL VERTIPOINTS FLORIDA LLC**, a Delaware limited liability company (“Tenant”).

BACKGROUND:

A. Landlord and Tenant are parties to that certain Vertiport Development Sublease Agreement, with an Effective Date (as defined in the Lease) of November 16, 2023, as amended by that certain First Amendment to Vertiport Development Sublease Agreement, dated as of April 24, 2024 (the “Lease”), covering certain unimproved real property within the Research Park, located in the City of Boca Raton, Palm Beach County, Florida (as defined in the Lease) and as more particularly described in the Lease (the “Premises”).

B. Landlord and Tenant intend to modify certain terms and conditions of the Lease, as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound, Landlord and Tenant agree the Lease is amended as follows:

1. Recitals; Capital Terms; Conflicts. The above Recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease. In the event of any conflict between the terms and conditions of the Lease and those set forth in this Second Amendment, the terms and conditions of this Second Amendment shall control.

2. Extension of Inspection Period. Landlord and Tenant hereby agree to extend the Inspection Period until October 31, 2024 (the “Updated Inspection Period”). All references in the Lease (as modified hereby) to the Inspection Period shall hereinafter be deemed to refer to the Updated Inspection Period.

3. Phase II Environmental Assessment. Tenant performed that certain Phase I Environmental Site Assessment, completed by AECOM, dated May 24, 2024 (the “Phase I Site Assessment”). Based on certain findings in the Phase I Site Assessment, Tenant has requested permission from Landlord to perform a limited Phase II Environmental Site Assessment (the “Phase II Site Assessment”). Landlord has agreed to permit Tenant to perform the Phase II Site Assessment on the following terms and conditions:

(a) Phase II Work Plan. The Phase II Site Assessment shall be limited to only the specific soil sampling, monitoring well installation, groundwater sampling, contaminant analysis and analytical methods set forth in scope of work attached hereto as Exhibit “A” (“Phase II Work Plan”).

(b) Authorization. Landlord hereby authorizes Tenant and Tenant’s contractors and consultants, to perform the work described in the Phase II Work Plan only in the locations identified on Exhibit “A-1” attached hereto (the “Phase II Work Locations”). This authorization is specifically limited to the specific activities and locations described in the Phase II Work Plan and the Phase II Work

Locations, respectively. If Tenant wishes to deviate from the Phase II Work Plan or the Phase II Work Locations, or perform any additional work, investigation or constituent analysis, Tenant shall provide Landlord with a revised work plan and shall obtain Landlord's written consent and approval, which consent and approval may be granted or withheld in Landlord's sole discretion. The limitations as to the specific matters set forth in the Phase II Work Plan and the Phase II Work Locations is a specific inducement to Landlord granting Tenant permission to undertake the Phase II Site Assessment, absent which Landlord would not have granted such permission to Tenant.

(c) Compliance with Law; Indemnity. In conducting the Phase II Work Plan, Tenant, and Tenant's agents, representatives, consultants, vendors and contractors shall comply with all Legal Requirements, shall provide at Tenant's sole cost and expense cost an insurance certificate and copies of endorsements to all commercial general liability insurance policies being carried by Tenant and its contractors, naming Landlord as additional insured in a form reasonably acceptable to Landlord, and shall repair any damages to the Research Park and the Premises as a result of Tenant's performance of the Phase II Work Plan by returning the Research Park and the Premises to at least the same physical conditions as it was prior to the Tenant's and/or its agents, representatives, consultants, vendors and contractors activities. Tenant shall be responsible for all damages, liabilities or claims for property damage or personal injury and construction liens caused or created by Tenant and/or its agents, representatives, consultants, vendors and contractors in the conduct of such inspections and investigations and/or its agents, representatives, consultants, vendors and contractors. Tenant, its agents, representatives, consultants, vendors and contractors acknowledge and agree that they shall enter the Research Park and the Premises and conduct the Phase II Work Plan at their own risk and liability. Landlord's agent may (but shall not be obligated to) accompany during any entrance by Tenant or its agents, representatives, consultants, vendors and contractors onto the Research Park and the Premises. Additionally, Tenant's inspections in connection with the Phase II Work Plan shall be conducted after not less than 48 hours prior written notice to Landlord, and during reasonably convenient hours as prescribed by Landlord, and in a manner so as to avoid any unreasonable interference with the business operations of the Research Park (including the Premises). Tenant shall indemnify and hold Landlord and Landlord's agents, employees contractors and tenants harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Tenant on the Premises and the Research Park, which indemnity shall survive the expiration or earlier termination of the Lease.

(d) Disposal. Tenant shall dispose of soil cuttings, any work materials and water generated in relation to the Phase II Work Plan in accordance with all Legal Requirements. All soil cuttings, waste materials and development water generated shall be promptly removed from the Research Park. Tenant shall cause all contractors doing such disposal work to (i) comply with all Legal Requirements and (ii) to provide written backup as to the methods of containment, transport and disposal, in compliance with Legal Requirements upon written request from Landlord.

(e) Confidentiality; Non-Disclosure. Tenant acknowledges and agrees that any information, data, reports or other documentation collected, obtained or recorded by Tenant, its consultants or representatives, relating to the environmental condition of the Premises and/or the Research Park shall be treated confidential and shall not be disclosed to the City of Boca Raton, Florida, Palm Beach County Florida FDEP, EPA or any of the foregoing's administrative agencies or any other third party unless specifically requested or directed by Landlord in writing. Such information, if requested, shall be provided at no cost to Landlord. Tenant's obligations contained in this Section 3.(e) shall survive the termination of the Lease.

(f) Reporting. Notwithstanding anything to the contrary contained in the Lease (as modified hereby), (i) Tenant shall not have any reporting rights or obligations with respect to any violations of environmental Legal Requirements applicable to the Premises and/or the Research Park that are discovered by Tenant through implementation of the Phase II Work Plan, its tests, examinations or inspections of the Premises and (ii) Landlord shall be the sole party with any reporting rights or obligations and shall be solely responsible for determining whether reporting of any such violations of environmental Legal Requirements applicable to the Premises and/or the Research Park are required to be reported to the appropriate regulators.

4. Confirmation and Ratification. Except as expressly modified herein, the Lease is ratified and confirmed in its entirety, and all of the terms and conditions of the Lease shall remain unchanged and in full force and effect and are incorporated herein by this reference.

5. Binding Effect. This Second Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Execution in Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Second Amendment. To facilitate execution of this Second Amendment, the parties may execute and exchange by electronic, pdf, docusigned and/or or e-mail counterparts of the signature pages and such signatures shall be deemed originals.

EXECUTION PAGE TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have executed this Second Amendment as of the day and year first above written.

LANDLORD:

FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, a body politic and a body corporate organized under the laws of the State of Florida

By: _____
Name: _____
Title: _____

TENANT:

FERROVIAL VERTIPOINTS FLORIDA LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit "A"

Phase II Work Plan

Exhibit "A-1"

Phase II Work Locations

