

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN  
BROWARD COUNTY AND CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**

This Second Amendment ("Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and Cemex Construction Materials Florida, LLC, a Delaware limited liability company ("Lessee") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into a Lease Agreement, dated March 23, 2010 (the "Original Agreement"), pursuant to which Lessee leases 4.61 acres of real property and the improvements thereon, located at Port Everglades, for the operation of a cement distributing and packing plant.

B. The Original Agreement commenced on April 1, 2010, and had an initial term of ten years, with two five-year option terms (each option term at Lessee's election, but subject to an amendment agreed to by the Parties setting forth the applicable rates).

C. On April 9, 2018, Lessee sent County written notice of its intent to exercise the first five-year option term.

D. The Original Agreement was then amended by a First Amendment, dated March 10, 2020, which set the rates for the first five-year option term. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

E. On January 15, 2024, Lessee sent County written notice of its intent to exercise the second five-year option term.

F. The Parties now desire to further amend the Agreement to set the applicable rates for the second five-year option term and add miscellaneous provisions.

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

2. TERM AND COMMENCEMENT DATE; OPTION TERM

The term of this Agreement shall be for a period of ten (10) years, beginning on the 1<sup>st</sup> day of April, 2010 ("Commencement Date"), and shall run for a period of ten (10) years, ending on the 31st day of March, 2020 ("~~Lease~~ Initial Term"), unless sooner terminated as provided herein.

LESSEE may elect, at its option, to extend the Initial Term of this ~~Lease Agreement~~ for two (2) additional five (5) year periods (each an "Option Term" and together the "Option Terms"), provided that it has kept and remains in compliance with the terms and conditions of this ~~Lease Agreement~~. LESSEE shall give COUNTY written notice of its intent to exercise the five (5) year Option Terms not less than twelve (12) months prior to the expiration date of the ~~applicable Term~~ then current term.

In the event LESSEE gives COUNTY notice of its intent to exercise a five (5) year ~~Option Term~~, the Parties hereto agree to meet and negotiate in good faith the reset of the rental rate based upon an appraisal and the amount of LESSEE's minimum guarantees to be paid to COUNTY by LESSEE for the applicable Option Term. All other terms and conditions of this Agreement shall remain the same. The results of such negotiations shall be reduced to a writing in the form of an amendment to this Agreement, executed by COUNTY, by and through its Board of County Commissioners, and LESSEE.

The Initial Term and any Option Term(s) exercised pursuant to this article are collectively referred to as the "Agreement Term," "Lease Term," "Term," or "term."

4. The second five-year Option Term more fully described in Article 2 of the Agreement, with a term of April 1, 2025, through March 31, 2030, and which encompasses Contract Year 16 through Contract Year 20, is hereby exercised by Lessee and agreed to by County upon the terms and conditions set forth in the Agreement, as amended hereby.

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

3. RENTAL, FEES AND CHARGES

~~RENTAL PAYMENTS~~

~~The annual rental, subject to adjustment as hereinafter provided, shall be paid by LESSEE in twelve (12) equal monthly installments, together with all applicable sales taxes thereon, in advance and without demand, set off or deduction. Rent shall be paid on that date ("Payment Date") which is the first day of the month following the month in which the Commencement Date occurs, or on the Commencement Date if it occurs on the first day of a month. Thereafter monthly installments of rental shall be payable in advance on the 1<sup>st</sup> day of each and every month. If the Commencement Date does not occur on the~~

~~first day of a month, then on the Payment Date a partial payment of rent shall be due, which shall be an amount equal to the first monthly rental payment, prorated based on the number of calendar days occurring between the Commencement Date and the Payment Date, together with all applicable sales taxes thereon. During the Term, Lessee shall pay rent to County for the Premises in the annual rental amounts set forth in this article, together with all applicable taxes thereon. The annual rental amounts set forth in this article shall be paid in twelve (12) equal monthly installments without invoicing, set-off, or deduction, commencing on the Commencement Date and on the first day of each calendar month thereafter, and shall be prorated for any partial month.~~

(1) Effective on ~~the~~ April 1, 2010 ~~Payment Date~~, LESSEE's annual rent is Two Hundred Sixty-Eight Thousand Four Hundred Ninety-Three Dollars and Forty-six Cents (\$268,493.46), which amount shall be paid in twelve (12) equal monthly rental installments of Twenty-two Thousand Three Hundred Seventy-Four Dollars and Forty-six Cents (\$22,374.46).

...

(6) COUNTY and LESSEE agree that the annual rental amount, scheduled to begin on April 1, 2015, established in subparagraph (5) hereinabove, shall be adjusted on April 1, 2016, and each and every April 1, thereafter during the ~~Lease~~ Initial Term, each such date being referred to as an "Adjustment Date," as set forth in subparagraph (7) below, and such adjusted annual rental amount shall be the new annual rental for the Premises and shall be payable in twelve (12) equal monthly installments in advance and without demand, setoff, or deduction, together with all applicable sales taxes thereon; provided, however, such adjustment and the provisions of subparagraphs (7) through (12) below shall not apply during Contract Years eleven (11) through and including ~~fifteen (15)~~ twenty (20). Effective April 1, 2020, the annual rental amounts payable for Contract Years eleven (11), twelve (12), thirteen (13), fourteen (14), and fifteen (15) are set forth in Exhibit "E" attached hereto. Effective April 1, 2025, the annual rental amounts payable for Contract Years sixteen (16), seventeen (17), eighteen (18), nineteen (19), and twenty (20) are set forth in Exhibit "F" attached hereto. All the annual rental amounts for Contract Years eleven (11) through and including ~~fifteen (15)~~ twenty (20) shall be paid in twelve (12) equal monthly installments in advance and without demand, setoff, or deduction, together with all applicable sales taxes thereon.

...

6. Article 4 of the Agreement is amended as follows (original bolding/underlining omitted):

4. MINIMUM ANNUAL GUARANTEE PAYMENTS TO COUNTY

A. LESSEE shall, in addition to LESSEE's annual rental obligation, pay to COUNTY for each Contract Year during the Lease Term (other than for Contract Years

eleven (11) through and including ~~fifteen (15)~~ twenty (20) for which subparagraphs B. and C. below shall apply) an annual minimum guarantee of dry bulk cargo wharfage based on cargo tons for total imports and exports as set forth in Exhibit "B" attached hereto. LESSEE shall pay to COUNTY within sixty (60) calendar days after the conclusion of each Contract Year during the Lease Term (other than for Contract Years eleven (11) through and including ~~fifteen (15)~~ twenty (20) for which subparagraphs B. and C. below shall apply) the minimum guarantee shortfall amount, if any, calculated by taking the difference between the applicable Contract Year's minimum guaranteed wharfage payment for dry bulk cargo tonnage and the actual wharfage paid for dry bulk cargo tonnage during the same Contract Year. Any shortfall amount shall be paid at the Tariff wharfage rate for dry bulk cargo then in effect.

B. Commencing on April 1, 2020, LESSEE shall, in addition to LESSEE's annual rental obligation, pay to COUNTY a Minimum Annual Guarantee Payment (the "MAG") for each Contract Year during the Option Terms as provided in Exhibit "B-1" attached hereto.

C. LESSEE shall pay to COUNTY within sixty (60) calendar days after the conclusion of each Contract Year during the Option Terms, the shortfall in the MAG, if any, calculated by taking the difference between the applicable Contract Year's MAG and the total amount of Tariff charges paid by LESSEE to COUNTY for dockage, wharfage, harbormaster, linehandler, and security fees during the same Contract Year.

7. Article 23 of the Agreement is replaced in its entirety to read as follows (underlining and strikethroughs omitted):

### **23. INSURANCE**

A. Insurance. Throughout the Term, Lessee shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit G in accordance with the terms and conditions of this article. Lessee shall maintain insurance coverage against claims relating to any act or omission by Lessee, its agents, representatives, employees, or contractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

B. Additional Insured. Lessee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit G on all policies required under this article.

C. Certificates of Insurance. On or before the Effective Date of the Second Amendment, Lessee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Lessee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.



D. Remain in Full Force. Lessee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Lessee has been completed, as determined by the Port Department. Lessee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

E. Insurer. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

F. Broader Coverage. If Lessee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit G, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Lessee.

G. Self-Insured. Lessee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit G and submit to County for approval at least fifteen (15) days prior to the Effective Date of the Second Amendment. Lessee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Lessee shall obtain same in endorsements to the required policies.

H. Subrogation. Unless prohibited by the applicable policy, Lessee waives any right to subrogation that any of Lessee's insurers may acquire against County, and shall obtain same in an endorsement of Lessee's insurance policies.

I. Contractor/Subcontractor Insurance. Lessee shall require each contractor (and each contractor's subcontractor) to maintain insurance coverage that adequately covers the services provided by such contractor/subcontractor. Lessee shall ensure that all such contractors/subcontractors comply with the requirements of this article and that "Broward County" is named as an additional insured under the applicable insurance policies of all such contractors/subcontractors.

J. Failure to Maintain Insurance. If Lessee or any contractor (or any contractor's subcontractor) fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and Lessee shall reimburse County for such payments within ten (10) days after receipt of invoice from County. Lessee shall not permit any contractor/subcontractor to provide services unless and until the requirements of this article are satisfied. If requested by County, Lessee shall provide, within one (1) business day, evidence of each contractor's/subcontractor's compliance with this article.

K. Claims-Made Coverage. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date of the Second Amendment; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit G; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of the Second Amendment, Lessee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit G.

8. Article 28 of the Agreement is replaced in its entirety to read as follows (underlining and strikethroughs omitted):

**28. NOTICES**

Unless otherwise stated herein, for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail to the addresses listed below (if any), and shall be effective upon mailing. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:

Chief Executive and Port Director  
Port Everglades Department  
1850 Eller Drive, Suite 604  
Fort Lauderdale, Florida 33316  
Email address: jmmorris@broward.org

FOR LESSEE:

Cemex Construction Materials Florida, LLC  
Attn: Executive Vice President – Supply Chain  
10100 Katy Freeway, Suite 300  
Houston, Texas 77043  
Email address: None

With a copy to:

Cemex Construction Materials Florida, LLC  
Attn: General Counsel  
1720 Centrepark Drive East  
West Palm, Beach 33401  
Email address: michael.f.egan@cemex.com

9. Article 33, Section K of the Agreement is replaced in its entirety to read as follows (underlining and strikethroughs omitted):

K. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10. New Article 34 is added to the Agreement as follows (underlining omitted):

**34. ADDITIONAL MISCELLANEOUS PROVISIONS**

A. 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 is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Lessee represents and certifies that it is not, and for the duration of the 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 term will remain, in compliance with Section 286.101, Florida Statutes.

B. Verification of Employment Eligibility. Lessee represents that Lessee has registered with and uses 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, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

C. Prohibited Telecommunications. Lessee represents and certifies that Lessee does not use, and for the 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.

D. Polystyrene Food Service Articles. Lessee shall not sell or provide for use on County 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 27.173, Broward County Administrative Code.

E. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Lessee certifies that it has and will maintain a drug-free workplace program throughout the term.

F. Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, Lessee as a result of this Agreement, then Section 26-5 of the Broward County Code of Ordinances shall apply to such construction work, the provisions of Section 26-5(a) of the Broward County Code of Ordinances shall be deemed incorporated as if expressly set forth herein, and Lessee must submit, as requested by the Port Department, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.

G. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Lessee certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

H. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Lessee and all contractors/sublessees that are related to this Agreement. Lessee and all contractors/sublessees shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Lessee and all contractors/sublessees shall make same available in written form at no cost to County. Lessee shall provide County with reasonable access to Lessee's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Lessee and all contractors/sublessees shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Lessee expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any

County representative (including any outside representative engaged by County). Lessee hereby grants County the right to conduct such audit or review at Lessee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Lessee shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

If an audit or inspection in accordance with this section reveals underpayments to County of any nature by Lessee in excess of five percent (5%) of the applicable contract billings reviewed by County, in addition to making adjustments for the underpayments, Lessee shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Lessee.

Lessee shall ensure that the requirements of this section are included in all agreements with all contractor(s)/sublessee(s).

I. Ownership Disclosure Form. By January 1 of each year, Lessee must submit an Ownership Disclosure Form (or such other form or information designated by County), 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.

J. CBE. In the construction of improvements on the Premises, Lessee shall comply with all applicable requirements in the Broward County Business Opportunity Act, Section 1-81, et seq., of the Broward County Code of Ordinances (the "Code"); provided, however, the requirements in the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code shall not apply to any such work approved by the Port Director or written designee, as set forth in Article 12, prior to the date the Second Amendment to the Agreement is fully executed by the Parties. Failure by Lessee to carry out any of the requirements of this section 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 or Applicable Law, all such remedies being cumulative. "Applicable Law" means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1. Prior to the commencement of construction of any improvements, Lessee must submit Letter(s) of Intent (as defined in Section 1-81.1 of the Code) to satisfy the CBE goal established herein. The Letter(s) of Intent must be submitted by the date specified in Section 1-81.5 of the Code.

2. Lessee must meet or exceed the required CBE goal by utilizing the CBE firms listed in the Letters of Intent (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of the Contract Value (as defined in



Section 1-81.1 of the Code) (the "Commitment"), for the scope of work and the percentage of work amounts identified on each Letter of Intent. Lessee shall enter into formal contracts with the CBE firms listed in the Letters of Intent prior to its commencement of the construction of the improvements and, upon request, shall provide copies of the contracts to the Broward County Office of Economic and Small Business Development ("OESBD").

3. Each CBE firm utilized by Lessee to meet the CBE goal must be certified by OESBD. Lessee shall inform County immediately when a CBE firm is not able to perform or if Lessee believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Lessee to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Lessee shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the scope of services and no CBE firm is available to perform the modified scope of services; in which event, Lessee shall notify County, and OESBD may adjust the CBE goal by written notice to Lessee.

4. The Parties stipulate that if Lessee fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Lessee fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Lessee failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the Commitment, Lessee shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Lessee failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total Contract Value (as defined in Section 1-81.1 of the Code). An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Lessee's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81 of the Code. Lessee acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Lessee, shall not be deemed a failure by Lessee to meet the Commitment.

5. Lessee acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Lessee and shall include a deadline for Lessee to notify County in writing if Lessee concludes that the modification exceeds the authority under this section. Failure of Lessee to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Lessee.

6. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, or other change to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, and changes, increases the initial Contract Value by ten percent (10%) or more. Lessee shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or other change, and shall report such efforts, along with evidence thereof, to OESBD.

7. Lessee shall provide written monthly reports to OESBD attesting to Lessee's compliance with the Commitment. In addition, Lessee shall allow County to engage in onsite reviews to monitor Lessee's progress in achieving and maintaining the Commitment. OESBD shall perform such review and monitoring.

8. Lessee shall demonstrate timely payments of sums due to all contractors and suppliers of all construction and improvements provided in the Agreement. The presence of a "pay when paid" provision in a Lessee's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

K. Tariff. Except as otherwise expressly provided herein, Lessee, in its use of County-owned property and facilities and its utilization of services at Port Everglades, shall comply with and be governed by the Tariff, and pay, in addition to the required payments under this Agreement, all charges and rates in accordance with the provisions of the Tariff. "Tariff" means Port Everglades Tariff Number 12, as may be amended, which is electronically filed with the U.S. Federal Maritime Commission, filed in the FMC-ATFI system, and located at <https://www.porteverglades.net/development/tariff>.

11. Exhibit B-1, attached to the First Amendment, is replaced by Exhibit B-1 as attached hereto. All references to Exhibit B-1 in the Agreement, as amended, are deemed to refer to Exhibit B-1 as attached hereto.

12. Exhibit F, attached hereto, is incorporated in the Agreement. All references to Exhibit F in the Agreement, as amended, are deemed to refer to Exhibit F as attached hereto.

13. Exhibit G, attached hereto, is incorporated in the Agreement. All references to Exhibit G in the Agreement, as amended, are deemed to refer to Exhibit G as attached hereto.

14. 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.

15. 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.

16. 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.

17. 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.

18. The effective date of this Amendment shall be retroactive to March 31, 2025 ("Effective Date").

19. 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 Cemex Construction Materials Florida, LLC, 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 Rodriguez-Cabarrocas (Date)  
Senior Assistant County Attorney

CRC/cr  
Cemex Second Amendment 5-16-25  
5/16/2025  
#80040-2028

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN  
BROWARD COUNTY AND CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**

**LESSEE**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



**EXHIBIT B-1**

**MINIMUM ANNUAL GUARANTEE PAYMENTS TO COUNTY**

<b>Contract Year</b>		<b>Minimum Annual Guarantee Payments in U.S. Dollars</b>
<b>(11)</b>	<b>2020</b>	<b>\$497,000</b>
<b>(12)</b>	<b>2021</b>	<b>\$628,000</b>
<b>(13)</b>	<b>2022</b>	<b>\$671,000</b>
<b>(14)</b>	<b>2023</b>	<b>\$740,000</b>
<b>(15)</b>	<b>2024</b>	<b>\$826,000</b>
<b>(16)</b>	<b>2025</b>	<b>\$1,128,555</b>
<b>(17)</b>	<b>2026</b>	<b>\$1,160,155</b>
<b>(18)</b>	<b>2027</b>	<b>\$1,192,639</b>
<b>(19)</b>	<b>2028</b>	<b>\$1,226,033</b>
<b>(20)</b>	<b>2029</b>	<b>\$1,260,362</b>

**EXHIBIT F**

**SECOND OPTION TERM ANNUAL RENT SCHEDULE**

**Contract**

<b>Year</b>		<b>Annual Rent Amount in U.S. Dollars</b>
<b>(16)</b>	<b>2025</b>	<b>\$1,149,817</b>
<b>(17)</b>	<b>2026</b>	<b>\$1,233,179</b>
<b>(18)</b>	<b>2027</b>	<b>\$1,353,414</b>
<b>(19)</b>	<b>2028</b>	<b>\$1,519,207</b>
<b>(20)</b>	<b>2029</b>	<b>\$1,751,059</b>

EXHIBIT "G"  
INSURANCE REQUIREMENTS

TENANT: CEMEX Construction Materials Florida, LLC

AGENCY: Port Everglades Business Development

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:		
<input checked="" type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim: *Maximum Deductible:	\$1,000,000	\$1,000,000
<input type="checkbox"/> <b>PROPERTY DAMAGE</b> is required on a special peri. Broward County must be listed as an Additional insured.			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:		
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Tenants insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Tenant is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
<b>CERTIFICATE HOLDER:</b>  Broward County 1850 Eller Drive Ft. Lauderdale, FL 33316  Attention: Josh Miller			Digitally signed by <b>Norma Dmytriw</b> Date: 2025.01.08 11:43:03 -05'00'		