

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN BROWARD COUNTY AND CHIQUITA FRESH NORTH AMERICA L.L.C.**

This First Amendment ("Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and Chiquita Fresh North America L.L.C., 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 February 7, 2023, wherein County leased to Lessee 22,933 square feet of improved vacant land and 51,868 square feet of warehouse space, all located at 3403 McIntosh Road, Hollywood, Florida ("Agreement"). The Agreement expired on October 31, 2024, but Lessee remained on the Premises (as defined in the Agreement), creating a tenancy at will, from month-to-month, effective November 1, 2024.

B. The Parties desire to retroactively amend the Agreement to extend the Term and establish the rates.

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 3.2 of the Agreement is amended as follows:

3.2 Term. The term of this Agreement shall retroactively begin on November 1, 2021 ("Commencement Date"), and shall end on the last day of Lease Year ~~3~~ 5 (i.e., October 31, ~~2024~~ 2026) ("Initial Term"), unless ~~sooner~~ terminated or extended as provided herein. The Initial Term and any Extension Term, as those terms are defined in this article, are collectively referred to as the "Term."

4. New Section 3.3 is added to the Agreement as follows (underlining omitted):

3.3 Extension Term(s). Lessee may request an extension of this Agreement for up to one (1) additional two (2) year term ("Extension Term") on the rates, terms, and conditions stated in this Agreement by sending written notice ("Extension Notice") to County at least ninety (90) days prior to the expiration of the Initial Term; provided, however, for the Extension Term to be effective, the Port Director must send written

notice of approval of Lessee's request for the Extension Term within thirty (30) days after County's receipt of the Extension Notice ("Approval Notice"). If the Extension Term is not fully effectuated as set forth herein, the Agreement will expire at the end of the Initial Term. The Port Director is authorized to send the Approval Notice, and notice of same to Lessee by electronic mail alone shall be effective and sufficient. All deadlines set forth in this section may be modified in writing by the Port Director at his sole discretion.

5. Article 4 of the Agreement is amended as follows:

4.1 Rent. During the Term, Lessee shall pay rent ("Rent") to County for the Premises on a monthly basis.

...

4.1.3. Lease Years 4-5 and Lease Years 6-7 (if applicable). During Lease Year 4, each monthly installment of Rent for the Premises (including the Initial Premises and the Southwest Lot) shall be in the amount of Eighty-three Thousand Two Hundred Thirty-five and 15/100 Dollars (\$83,235.15), plus applicable taxes. On the first day of Lease Year 5, the first day of each Lease Year 6 (if the Extension Term is fully effectuated), and the first day of Lease Year 7 (if the Extension Term is fully effectuated) (each an "Adjustment Date"), Rent shall increase to an amount equal to the greater of either: (i) the product of the Rent in effect immediately preceding the applicable Adjustment Date, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the Rent in effect immediately preceding the applicable Adjustment Date, multiplied by 1.03. The product of such multiplication shall be the Rent for the applicable Lease Year, commencing on the applicable Adjustment Date. Upon determining such adjustment, the Port Department shall advise Lessee in writing of the new Rent.

(A) The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number" (as hereinafter defined) indicated for the month that is three (3) months prior to the applicable Adjustment Date, and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) months prior to the applicable Adjustment Date.

(B) The "CPI Index Number" is the index number of retail commodity prices designated "Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items)" (1982-1984 =100) (Consumer Price Index) issued by the Bureau of Labor Statistics, United States Department of Labor. The adjustments made based upon the provisions of this article shall be made solely by the Port Department. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of

authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency that most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

(C) If a Rent adjustment is required under this article, the previous Rent amount shall continue to be paid by Lessee until the Port Department provides notice of the adjusted Rent amount. The adjusted Rent amount shall be retroactive to the date the Rent should have been adjusted ("Corrective Date"). The amount that is the difference between the total Rent paid by Lessee from the Corrective Date and the total amount of Rent due for such period until Lessee commences paying the adjusted Rent shall be due and payable to County within thirty (30) days following the Port Department's notice of the new adjusted Rent amount. If Lessee disputes the amount of any adjustment of Rent payments, Lessee shall continue paying Rent to County in the amount required before the Rent adjustment until such time as the dispute has been settled, at which time an adjustment, with interest thereon, will be made retroactive to the beginning of the adjustment period in which the dispute arose.

The applicable monthly installment of Rent shall be due and payable, in advance, and without billing, set-off, or deduction, commencing on the first day of Lease Year 4 and continuing on the first day of each calendar month thereafter, and shall be prorated if this Agreement expires or terminates on a date other than the final day of a month; provided, however, Lessee will have paid Nine Hundred Three Thousand Seven Hundred Ninety-five and 07/100 Dollars (\$903,795.07) in Rent, plus applicable taxes, to County for the period of November 1, 2024, through May 31, 2025, pursuant to the month-to-month tenancy for the Premises, which represents an overpayment of Three Hundred Twenty-one Thousand One Hundred Forty-nine and 02/100 Dollars (\$321,149.02), plus applicable taxes ("Overpayment Amount"). Any Overpayment Amount received by County shall be retained by County and applied as a credit, without interest, to any remaining Rent due, plus applicable taxes, after May 31, 2025.

...

6. New Section 13.58 is added to the Agreement as follows (underlining omitted):

13.58. 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. Notwithstanding anything herein to the contrary, the audit right contained in this section does not give County the right to audit to Lessee's general financial records and accounts, but County may request specified records related to this Agreement and Lessee must provide such records within thirty (30) days of such request. 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 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.

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

7. County confirms that County is in possession of Lessee's Security Deposit (as defined in the Agreement) in the amount of Sixty-six Thousand Two Hundred Forty-five and 92/100 Dollars (\$66,245.92). The Security Deposit is increased by Sixteen Thousand Nine Hundred Eighty-nine and 23/100 (\$16,989.23) to Eighty-three Thousand Two Hundred Thirty-five and 15/100 Dollars (\$83,235.15) to reflect Lessee's increased Rent obligations for Lease Year 4. Lessee shall submit the Sixteen Thousand Nine Hundred Eighty-nine and 23/100 (\$16,989.23) to County within thirty (30) days after County's request by email in accordance with the Notice provision in this Agreement.

8. 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.

9. 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.

10. 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.

11. The Parties acknowledge, respectively, that through the date of their respective execution of this Amendment, they have no claims or disputes against the other Party with respect to any of the matters covered by the Agreement.

12. The effective date of this Amendment shall be retroactive to October 31, 2024.

13. 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 First 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 Chiquita Fresh North America L.L.C., 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  
Chiquita - Lease First Amendment  
5/1/2025  
#80040-2064

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN BROWARD COUNTY AND CHIQUITA FRESH NORTH AMERICA L.L.C.**

**LESSEE**

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

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

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