

**CONSENT TO SUBLEASE BETWEEN BROWARD COUNTY,
HORIZON TERMINAL SERVICES LLC, AND REHOBOTH TERMINAL LLC**

This Consent to Sublease (“Consent”) is between Broward County, a political subdivision of the State of Florida (“County”); Horizon Terminal Services LLC, a Delaware limited liability company registered to transact business in the State of Florida (“Sublessor”); and Rehoboth Terminal LLC, a Florida limited liability company (“Sublessee”) (collectively referred to as the “Parties”).

RECITALS

A. County and Sublessor entered into a Marine Terminal Lease and Operating Agreement, dated January 29, 2018, which was amended by a First Amendment, dated December 1, 2020 (as amended, the “Agreement”). Pursuant to the Agreement, Sublessor leases from County approximately 13.6 acres of land (together with all improvements thereon) and an additional 27,560 square feet of warehouse space, all located at Port Everglades, for use as a modern ocean-going vehicle processing, motor vehicle, and heavy project cargo marine terminal yard facility with related office uses. The Agreement expires on December 31, 2025.

B. On April 24, 2024, Sublessor notified County that it desires to enter into a sublease with Sublessee for a portion of the demised premises in accordance with proposed written agreement between Sublessor and Sublessee attached hereto and incorporated herein as **Exhibit A** (the “Sublease”), and requested County’s consent to the Sublease pursuant to Section 15 of the Agreement.

C. County consents to the Sublease, subject to the terms and conditions provided in this Consent.

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.
2. County consents to the Sublease, subject to the following:
 - a. Sublessee expressly assumes and agrees to undertake each and every obligation and responsibility of Sublessor under the Agreement as it relates to the “Subleased Premises” (as defined in **Exhibit A**) and any other obligation of Sublessor or Sublessee pursuant to the Agreement as it relates to the Subleased Premises, whether occurring before or after the date of this Consent.
 - b. In giving its consent to the Sublease, County does not in any manner adopt, accept, or approve of any of the terms or conditions of any agreement(s) by or between Sublessor and Sublessee, including, but not limited to, the agreement attached as **Exhibit A**.

c. This Consent shall not operate or be construed as a waiver of any term, condition, right, or remedy of County under the Agreement.

d. Neither the Sublease nor this Consent shall: impose any additional obligation on County or otherwise affect any of the rights or obligations of County under the Agreement; nor release any liability, duty, or obligation of Sublessor under the Agreement. This Consent shall not operate as a waiver of the requirement for County's consent for any further assignment, subletting, or subordination of the Agreement, including, but not limited to, any changes to the Sublease as presented to County.

e. Each of Sublessor and Sublessee acknowledges that through the date it executes this Consent, Sublessor and Sublessee, respectively, have no claims against County with respect to any of the matters covered by the Agreement, and Sublessor and Sublessee, respectively, do not have any claim or right to offsets or defenses to payment of rent or other charges or performance of any obligations required by the Agreement.

f. Sublessor and Sublessee agree that the "Per Unit Rate Schedule" referenced in Article 22 of the Agreement and set forth in Composite Exhibit B to the Agreement does not apply to any units/vehicles handled by Sublessee pursuant to the Sublease, and any units/vehicles handled by Sublessee pursuant to the Sublease do not count against the annual minimum guaranteed units required to be handled by Sublessor in accordance with Article 22 of the Agreement. Sublessee shall comply with the Tariff, including, but not limited to, the requirement to provide the manifests and cargo reports required by Item 915 of the Tariff, and pay all applicable Tariff charges. "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>.

3. The effective date of this Consent shall be the date last executed by the Parties.

4. This Consent may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but 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 Consent: 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 _____, 2024; Horizon Terminal Services LLC, signing by and through its _____, duly authorized to execute same; and Rehoboth Terminal LLC, signing by and through its _____, duly authorized to execute same.

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
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 357-7600

By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

**CONSENT TO SUBLEASE BETWEEN BROWARD COUNTY,
HORIZON TERMINAL SERVICES LLC, AND REHOBOTH TERMINAL LLC**

SUBLESSOR

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

**CONSENT TO SUBLEASE BETWEEN BROWARD COUNTY,
HORIZON TERMINAL SERVICES LLC, AND REHOBOTH TERMINAL LLC**

SUBLESSEE

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

Exhibit A

SUBLEASE

THIS SUBLEASE (the "Sublease") is made and entered into as of April 18, 2024 ("Effective Date") between Horizon Terminal Services, LLC ("Sublessor"), with its principal place of business at 10060 Skinner Lake Drive Suite 205, Jacksonville, and **Rehoboth Terminal LLC** ("RH"), with its principal place of business at 2001 Eller Drive, Fort Lauderdale, FL, 33316

- 1. PREMISES:** In accordance with that certain Lease Agreement dated January 29, 2018, as amended (collectively, the "Prime Lease"), Sublessor leases from Broward County ("Landlord" or "County") certain premises containing approximately ~14 acres of paved property in the aggregate ("Leased Premises") located on the Landlord's Port Everglades Terminal in Fort Lauderdale, Florida. The Leased Premises are further described in the Prime Lease, which is incorporated by reference herein.
- 2. DEMISE:** In accordance with this Sublease, Sublessor hereby subleases to Subtenant, and Subtenant hereby subleases from Sublessor, five (5) acres of the Leased Premises ("Subleased Premises"). The actual Subleased Premises is located within that portion of the Leased Premises identified as Parcel 2 on Exhibit B attached hereto.
- 3. SUBLEASE:** This Sublease is subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. This Sublease shall be effective upon approval by Broward County.
- 4. TERM:** The term of this Sublease shall commence May 9, 2024, and shall expire on November 30, 2024, (the "Term"), unless sooner terminated in accordance with this Sublease. Sublease will automatically renew for successive ninety (90) day periods ("Extension Term") unless notice is given by either party. Notice of non-renewal must be provided at least thirty (30) days prior to the end of the Term or Extension Term.
- 5. PRIME LEASE:** The Prime Lease is incorporated herein by reference so that, except to the extent that certain provisions of the Prime Lease are inapplicable or modified by this Sublease, or excluded below, each and every term, covenant and condition of the Prime Lease binding or inuring to the benefit of Landlord shall, in respect of the Sublease, bind or inure to the benefit of Sublessor, and each and every term, covenant and condition of the Prime Lease binding or inuring to the benefit of Sublessor thereunder shall, in respect to the Sublease, bind or inure to the benefit of Subtenant, with the same force and effect as if such terms, covenants and conditions were completely set forth in the Sublease, and as if the words "Lessor(s)" and "Lessee(s)", or words of similar import, wherever the same appear in the Prime Lease, were construed to mean, respectively, "Sublessor" and "Subtenant" in the Sublease, and as if the words "Leased Premises", "Premises", "Leased Property", or words of similar import, wherever the same appear in the Prime Lease, were construed to mean "Subleased Premises" in the Sublease, and as if the word "Lease", or words of similar import, wherever the same appear in the Prime Lease, were construed to mean the "Sublease."

If any of the express provisions of the Sublease shall conflict with any of the provisions of the Prime Lease, such conflict shall be resolved in every instance in favor of the express provisions of the Sublease. Notwithstanding the foregoing or anything to the contrary contained herein, Subtenant shall not have the right to exercise any renewal options, expansion options, rights of first offer or similar rights set forth in the Prime Lease.

- 6. RENT:** Subtenant shall pay a portion of the total rent paid by Sublessor, including base rent, additional costs, minimum guaranteed payment, and other charges (collectively referred to herein as "Rent"). Subtenant shall make all payments to Sublessor at the address set forth herein or to such other place as Sublessor may designate in writing. If the Effective Date is other than the first day of a calendar month, the Rent for the first month shall be prorated and shall be tendered to Sublessor on the first day of the following calendar month. Base rent is \$32,000 per month.

7. **PERFORMANCE BY SUBLESSOR:** Any obligations of Sublessor which are contained in the Sublease by the incorporation by reference of the provisions of the Prime Lease shall be observed or performed by Sublessor using reasonable efforts to cause the Landlord to observe and/or perform the same (which obligations include, without limitation, services to be provided by Landlord and restoration of damaged property), and Sublessor shall diligently enforce its rights to cause such observance or performance. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublessor's right with respect thereto under the Prime Lease.

8. **NO BREACH OF PRIME LEASE:** Subtenant shall not do any act which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the lessee thereunder, whether or not such act or thing is permitted under the provisions of the Sublease. Sublessor shall not do or permit to be done any act which may constitute a breach or violation of any term, covenant or condition of the Prime Lease.

9. **NO PRIVACY OF ESTATE:** Nothing contained in the Sublease shall be construed to create privity of estate or of contract between Subtenant and the Landlord; provided, however, Broward County is an express third-party beneficiary for purposes of Section 12 (Insurance) and Section 13 (Indemnity).

10. **RELEASES:** Subtenant hereby releases the Landlord or anyone claiming through or under the Landlord by way of subrogation or otherwise to the extent that Sublessor, as tenant, released the Landlord pursuant to the terms of the Prime Lease, and/or the Landlord was relieved of liability or responsibility pursuant to the provisions of the Prime Lease, and Subtenant will cause its insurance carriers to include any clauses or endorsements in favor of the Landlord which Sublessor is required to provide pursuant to the provisions of the Prime Lease with respect to the Subleased Premises.

11. **USE:** Subtenant shall use and occupy the Subleased Premises in accordance with applicable law for all activities reasonably related to receiving, handling, storage, assembly, inspection, and transportation of import/export vehicles. Any other activities not specifically mentioned above regarding the use and occupancy of the Subleased Premises are subject to the prior written approval of Sublessor and Landlord.

12. **INSURANCE:** Sublessee shall maintain, at its sole cost and expense at all times during the Term of this Agreement, the insurance coverages set forth in Article 14 of the Prime Lease. Sublessee shall specifically protect County and the Broward County Board of County Commissioners by naming "Broward County" as an additional insured on a primary and noncontributory basis under the General Liability Policy, as well as on any Excess Liability Policy. The official certificate holder is Broward County. This official title shall be used in all insurance documentation.

13. **INDEMNITY:** Sublessee shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, claims, demands, fines, penalties, losses, liabilities, and expenditures of any kind, including, attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity other than County, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Sublessee, its current or former employees, agents, servants, or officers, arising from, relating to, or in connection with this Sublease including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries, sickness and/or death of persons or damage to property. In the event any Claim is brought against an Indemnified Party, Sublessee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the Broward County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Sublease.

14. **CONDITION OF SUBLEASED PREMISES:** Subtenant is leasing the Subleased Premises in its "as is," "where is" condition on the date hereof.

15. **CONSENT AND APPROVALS:** Sublessor shall reasonably cooperate to seek Landlord's consent to any matter under the Prime Lease as may be reasonably requested by Subtenant.

16. **NOTICES:** Any notice, report, statement, approval, consent, designation, demand or request to be given under this Sublease shall be effective when made in writing, deposited for mailing with the United States Postal Service or with a recognized overnight delivery service and addressed to Sublessor or Subtenant at the following addresses:

SUBTENANT: Rehoboth Terminal LLC
2001 Eller Drive, Fort Lauderdale, FL, 33316
Attn: Ignacio Sola Matas
Email: ignasi.sola@horizonautologistics.com
Phone: 786 351 8227

SUBLESSOR: Horizon Terminal Services LLC
10060 Skinner Lake Drive Suite 205
Jacksonville, FL 32246
Attn: Chief Financial Officer
Email: jake.brown@amports.com
Phone: (904) 871-8496

Sublessor shall promptly give written notice to Subtenant of (i) all claims, demands or controversies by or with the Landlord under the Prime Lease, and (ii) any events which require that Sublessor give notice to Landlord under the Prime Lease, which would materially affect Subtenant's rights or obligations hereunder.

17. **TERMINATION:** If for any reason the Prime Lease shall terminate prior to the expiration of the Sublease Term or Extension Term, this Sublease shall thereupon be terminated and Sublessor shall have no liability whatsoever to Subtenant by reason thereof (unless the termination occurred as a result of Sublessor's default or breach under the Prime Lease).

18. **ASSIGNMENT AND SUBLETTING:** Subtenant shall not sublet the Subleased Premises or any part thereof or assign the Sublease or otherwise encumber or dispose of its interest therein without Sublessor's and Landlord's prior written consent in each instance, which consent may be withheld in Sublessor's and/or Landlord's sole discretion, except that Subtenant shall have the right, without Sublessor's or Landlord's consent, to assign this Sublease to any entity that controls, is controlled by, or under common control with Subtenant.

19. **DEFAULT:** The default provisions set forth in the Prime Lease are incorporated herein by reference.

20. **WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM:** Each party hereby waives all right to trial by jury in any action, proceeding or counterclaim arising out of or in any way connected with the Sublease, the relationship of Sublessor and Subtenant, the Subleased Premises and the use and occupancy thereof, and any claim of injury or damages.

21. **MODIFICATIONS:** The Sublease cannot be changed orally or in any manner other than by a written agreement executed by both parties, approved by Landlord. Sublessor shall not amend the Prime Lease with respect to any material provision that would materially affect Subtenant's rights or obligations hereunder without Subtenant's prior written consent.

22. **SUCCESSORS AND ASSIGNS:** The provisions of the Sublease, except as herein otherwise specifically provided, shall extend to bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

23. **INTERPRETATION:** This Sublease shall be governed by and construed in accordance with the laws of the state of Georgia. If any provision of the Sublease or application thereof to any

person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the Sublease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions and headings are solely for convenience of reference and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Sublease to be drafted.

24. **AUTHORITY:** Each party represents and warrants that the undersigned has the full right, power and authority to execute this Sublease on behalf of the party indicated.

25. **QUIET ENJOYMENT:** Sublessor warrants that, upon payment of the Rent, as defined herein, and performance of all obligations, covenants and agreements of Subtenant hereunder, Subtenant shall peaceably and quietly have, hold and enjoy the Subleased Premises during the Sublease Term, subject however to the provisions of this Sublease.

26. **LANDLORD'S CONSENT:** This Sublease is expressly contingent upon receipt of Landlord's approval and execution of the Landlord's Consent incorporated herein by this reference.

27. **COUNTERPARTS:** This Sublease may be executed in multiple counterparts. Facsimile signatures shall be deemed originals.

IN WITNESS WHEREOF, Sublessor and Subtenant have hereunto executed the Sublease as of the day and year first above written.

SUBLESSOR

By: Jacob Brown
Name: Jake Brown
Title: Chief Financial Officer
Date:

SUBTENANT

By: 
Name: Ignacio Sola Matas
Title: Owner's representative
Date: 05/01/2024

Exhibit A – Not Used
Exhibit B – Subleased Premises

Exhibit B

