

**FIRST AMENDMENT TO THE MARINE TERMINAL LEASE AND OPERATING AGREEMENT  
BETWEEN BROWARD COUNTY AND H.T. SHIPPING, INC., AND HYBUR LTD.**

This First Amendment ("First Amendment") to the Marine Terminal Lease and Operating Agreement between Broward County and H.T. Shipping, Inc. and Hybur Ltd. ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), H.T. Shipping, Inc., a Florida corporation (hereinafter referred to as "H.T."), and Hybur LTD., a Cayman Island corporation authorized to transact business in the State of Florida (hereinafter referred to as "Guarantor") (each individually referred to as a "Party," and collectively as the "Parties").

**RECITALS**

A. The Agreement provides for an Initial Term of ten (10) years from the Commencement Date of June 1, 2011.

B. The Parties desire to amend the Agreement to implement the five (5) year Option Period set forth in Article 2 of the Agreement, adjust the total annual rental amounts, and provide H.T. the opportunity to negotiate for certain additional acreage located immediately adjacent to the demised premises at Midport, Port Everglades, Florida.

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 as if set forth in full hereunder.
2. The Parties agree and stipulate that the Option Period set forth in Article 2 of the Agreement has been effectively exercised and negotiated, and this First Amendment sets forth the terms and conditions for the five-year Option Period. The Option Period shall commence on July 1, 2021, and run for a period of five (5) years through June 30, 2026, unless sooner terminated as provided for in the Agreement.
3. Effective July 1, 2021, H.T.'s total annual rental payable for Contract Year Eleven (11) is Three Hundred Sixty-four Thousand Three Hundred Forty-one and 02/100 Dollars (\$364,341.02).
4. For Contract Year Twelve (12) and each and every successive Contract Year during the Option Period, the total annual rental amount payable by H.T. shall be adjusted on the Adjustment Date as set forth in Section 5.A.(3) of the Agreement.
5. Effective July 1, 2021, should County, during the Option Period, have improved container yard acreage located immediately adjacent to the demised premises ("Additional Acreage") available for lease, County's Chief Executive & Port Director shall give H.T. written notice of the Additional Acreage ("Additional Acreage Notice"). The provision of the Additional Acreage Notice

does not entitle H.T. to any Additional Acreage or otherwise obligate County to lease H.T. any Additional Acreage. Within twenty-one (21) calendar days after H.T.'s receipt of the Additional Acreage Notice, County, by its Chief Executive & Port Director, and H.T.'s representatives shall commence negotiations of the terms and conditions for a proposed amendment to the Agreement regarding the total amount of Additional Acreage (not to exceed seven (7) acres) that may be leased under the Agreement and related adjustments to H.T.'s total annual rental payments. If an understanding on a proposed amendment (which may be subject to approval by the Board of County Commissioners) is not reached within forty-five (45) business days after the date the Parties commenced negotiations, the Additional Acreage Notice shall be deemed null and void, with the Parties having no further obligation to negotiate for any amount of Additional Acreage.

6. Preparation of this First 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 the other.

7. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. This First Amendment is effective upon the date of complete execution by the Parties.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same document.

10. The Agreement, as amended herein, 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 or this First 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.

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**FIRST AMENDMENT TO THE MARINE TERMINAL LEASE AND OPERATING AGREEMENT  
BETWEEN BROWARD COUNTY AND H.T. SHIPPING, INC., AND HYBUR LTD.**

H.T.:

ATTEST:

[Handwritten Signature]  
Corporate Secretary

(SEAL)



H.T. SHIPPING, INC., a Florida corporation

By: [Handwritten Signature]

David Hyde President  
(Print name and title)

WITNESSES:

[Handwritten Signature]  
(Signature)

Lori Brantley  
(Print name)

[Handwritten Signature]  
(Signature)

Donna Hicks  
(Print name)

16 day of December, 2020

GUARANTOR:

HYBUR LTD., a Cayman Island corporation,

ATTEST:

\_\_\_\_\_  
Corporate Secretary  
(SEAL)

By: [Handwritten Signature]

Richard Gordon Fiona Crellin  
Director DIRECTOR

**Integra Limited** (Print Name)  
Authorised Signatory **Verita Limited**  
Authorised Signatory

WITNESSES:

[Handwritten Signature]  
(Signature)

Saskia Saldon  
(Print Name)

CAROLINE BLANK  
(Signature)

[Handwritten Signature]  
(Print Name)

15th day of December, 2020