THIRD AMENDMENT TO MARINE TERMINAL LEASE AND OPERATING AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA INTERNATIONAL TERMINAL, LLC

This Third Amendment ("Third Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and Florida International Terminal, LLC, a Florida limited liability company ("Terminal Operator") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into a Marine Terminal Lease and Operating Agreement, dated December 8, 2015 (the "Original Agreement"), pursuant to which Terminal Operator leased from County the Current Premises, consisting of approximately 36.03 acres, to be used solely as a modern container terminal yard facility with related storage, space, office, and ancillary uses, with an Initial Term of July 1, 2015, through June 30, 2025, and two five-year Option Terms. Terminal Operator agreed to pay, among other things, rent and a per container (shipmove) rate with an annual minimum guaranteed payment. On certain future dates, Terminal Operator was to move from the Current Premises to the Interim Premises, and then to the Final Premises, all with certain rate adjustments; provided, however, the Parties agreed to renegotiate the per container (shipmove) rates and annual minimum guaranteed payment in good faith at some future time before the Final Premises Effective Date.

B. The Original Agreement was amended by a First Amendment, dated February 26, 2019, which, among other things, modified the Interim Premises to be the same as the Final Premises (approximately 46.6 acres), revised the Interim Premises Effective Date and Final Premises Effective Date, modified the rental rate for the Interim Premises, modified the berthing and gantry crane assignment provisions, and modified the early termination rights of Terminal Operator.

C. The Original Agreement, as modified by the First Amendment, was then amended by a Second Amendment, dated June 18, 2024, which, among other things, reflected Terminal Operator's exercise of both Option Terms, memorialized the Final Premises Effective Date, restructured the rental rate and per container (shipmove) rate (with the related minimum guaranteed payment) into an "all in" bundled rate, increased the credit to Terminal Operator for certain improvements to be made to the Final Premises by Terminal Operator, and updated miscellaneous provisions

D. The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Agreement."

E. The Parties now desire to amend the Agreement to redefine Terminal Operator Cargo and update other 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 Third 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 Third Amendment are indicated herein by the 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 11, Section A of the Agreement is amended to read as follows (original underlining omitted):

11. PER CONTAINER (SHIPMOVES) RATES AND MINIMUM GUARANTEED PAYMENT

A. PER CONTAINER (SHIPMOVES) RATES

Terminal Operator shall pay the following per container (shipmoves) rates (such rates do not include applicable sales tax on crane rental usage) on ~~TERMINAL OPERATOR CARGO handled through Terminal Operator's marine terminal facility on the Current Premises, Interim Premises, and Final Premises at Port Everglades, Florida,~~ Terminal Operator Cargo (hereinafter defined) in lieu of payment of Port Everglades Tariff charges for dockage fees (Item No. 320, as may be amended), cargo and container unit wharfage charges (Item Nos. 535 and 537, as may be amended), crane rental fees to include crane setup, shutdown, and crane standby of up to one (1) hour (Item No. 710, as may be amended), and harbormaster fees (Item No. 1100, as may be amended).

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo	
	0 – 75,000** Cargo Containers (Shipmoves)	75,001+ Cargo Containers (Shipmoves)
7/1/15 – 6/30/16	$43.0630	$40.5787
7/1/16 – 6/30/17	$43.5475	$41.0352
7/1/17 – 6/30/18	$44.5055	$41.9380
7/1/18 – 6/30/19	$45.6017	$42.9709
7/1/19 – 6/30/20	$46.5119	$43.8286
7/1/20 – 6/30/21	$46.6649	$43.9728
7/1/21 – 6/30/22	$48.0649	$45.2920
7/1/22 – 6/30/23	$49.5068	$46.6507
7/1/23 – 12/4/23	$50.9920	$48.0503

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo		
	0 – 125,000** Cargo Containers (Shipmoves)	125,001 – 150,000 Cargo Containers (Shipmoves)	150,001+ Cargo Containers (Shipmoves)
12/5/23 – 12/31/24	$78.7400*	$46.0000	$40.0000
1/1/25 – 12/31/25	$81.1022*	$47.6800	$41.6800
1/1/26 – 12/31/26	$83.5353*	$49.4104	$43.4104
1/1/27 – 12/31/27	$86.0413*	$51.1927	$45.1927
1/1/28 – 12/31/28	$88.6226*	$53.0285	$47.0285
1/1/29 – 12/31/29	$91.2812*	$54.9193	$48.9193

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo			
	0 – 125,000 Cargo Containers (Shipmoves)	125,001 – 127,188** Cargo Containers (Shipmoves)	127,189 – 152,18~~9~~8 Cargo Containers (Shipmoves)	152,1~~90~~89+ Cargo Containers (Shipmoves)
1/1/30 – 12/31/30	$94.0197*	$66.8669	$56.8669	$50.8669

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo			
	0 – 125,000 Cargo Containers (Shipmoves)	125,001 – 129,413** Cargo Containers (Shipmoves)	129,414 – 154,414~~3~~ Cargo Containers (Shipmoves)	154,41~~54~~+ Cargo Containers (Shipmoves)
1/1/31 – 12/31/31	$96.8403*	$68.8729	$58.8729	$52.8729

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo			
	0 – 125,000 Cargo Containers (Shipmoves)	125,001 – 131,678** Cargo Containers (Shipmoves)	131,679 – 156,67~~9~~8 Cargo Containers (Shipmoves)	156,6~~80~~79+ Cargo Containers (Shipmoves)
1/1/32 – 12/31/32	$99.7455*	$70.9391	$60.9391	$54.9391

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo			
	0 – 125,000 Cargo Containers (Shipmoves)	125,001 – 133,982** Cargo Containers (Shipmoves)	133,983 – 158,98~~3~~2 Cargo Containers (Shipmoves)	158,98~~4~~3+ Cargo Containers (Shipmoves)
1/1/33 – 12/31/33	$102.7378*	$73.0673	$63.0673	$57.0673

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo			
	0 – 125,000 Cargo Containers (Shipmoves)	125,001 – 136,327** Cargo Containers (Shipmoves)	136,328 – 161,32~~8~~7 Cargo Containers (Shipmoves)	161,32~~9~~8+ Cargo Containers (Shipmoves)
1/1/34 – 12/31/34	$105.8200*	$75.2593	$65.2593	$59.2593

Period	Rate Per Container (Shipmove) of ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo			
	0 – 62,500 Cargo Containers (Shipmoves)	62,501 – 69,356** Cargo Containers (Shipmoves)	69,357 – 81,85~~7~~6 Cargo Containers (Shipmoves)	81,85~~8~~7+ Cargo Containers (Shipmoves)
1/1/35 – 6/30/35	$108.9946*	$77.5171	$67.5171	$61.5171

*These bundled rates are "all-in," are hereinafter referred to as the "Base Rate," and have a rental component that equals $22.74 for 12/5/23 – 12/31/24 that increases by 3% on the first day of each calendar year starting on 1/1/25. Terminal Operator shall continue to pay all applicable sales tax due on the rental component of the "all in" bundled rate.

**These numbers are hereinafter referred to as the "Minimum Container Shipmoves," and are the minimum container shipmoves for the applicable period.

~~TERMINAL OPERATOR CARGO under the prior Marine Terminal Lease and Operating Agreement dated June 14, 2005, between Terminal Operator and County, as amended (the "Prior Agreement"), was defined to include proprietary cargo of the original steamship lines named therein and their "legal successors in interest" ("the Steamship Lines"). These Steamship Lines are hereby grandfathered in and expressly included in the definition of TERMINAL OPERATOR CARGO under this Agreement. For purposes of this section "legal successors in interest" shall include companies that have merged with or acquired all or substantially all of the stock or assets of one or more of the Steamship Lines. In addition, the term "TERMINAL OPERATOR CARGO" shall mean loaded or discharged container (shipmoves) at Port Everglades, which is: i) proprietary to one or more of the Steamship Lines or proprietary to a company, which is at least fifty-one percent (51%) owned and controlled directly or indirectly by one or more of the Steamship Lines (an "Affiliated Company"); or ii) from a vessel calling at Port Everglades, which vessel is subject to a Vessel Sharing Agreement ("VSA") or a Slot Charter Agreement ("SCA") between a Steamship Line or an Affiliated Company, and a third-party steamship line(s) filed with the Federal Maritime Commission (FMC); or iii) from a vessel calling at Port Everglades, which vessel is part of a "New Service" as defined herein. For the purposes of this provision, "New Service" shall mean a schedule of published vessel calls conducted by a container/cargo ocean carrier or container/cargo ocean transport alliance, which has not (as of the proposed New Service commencement date at Port Everglades) included Port Everglades in the vessel service call rotation of the New Service over the prior twelve (12) month period. The commencement date of a New Service shall be the date of the first vessel call at Port Everglades. TERMINAL OPERATOR must certify in writing to COUNTY's Port Everglades Department's Chief Executive/Port Director that the New Service will load/discharge a minimum of 5,000 container (shipmoves) at Port Everglades per twelve (12) month period.~~ "Terminal Operator Cargo" means all Cargo Containers (hereinafter defined) handled by Terminal Operator on the Final Premises, including, but not limited to, all Cargo Containers designated as Existing Cargo (hereinafter defined). "Cargo Containers" means all containers, whether empty or full. "Existing Cargo" is a designation used to identify all Cargo Containers handled by Terminal Operator on the Final Premises for a Current Customer (hereinafter defined). "Current Customer" means a shipping line that was serviced by a marine terminal operator at Port Everglades other than Terminal Operator at any point within the immediately preceding twelve months. Once handled by Terminal Operator, the designation of such Cargo Containers as Existing Cargo will remain unless and until Terminal Operator handles such

Cargo Containers on the Final Premises for twelve consecutive months, at which point such Cargo Containers will no longer be designated as Existing Cargo.

~~COUNTY and TERMINAL OPERATOR acknowledge and agree that as of the Commencement Date of this Agreement, one or more of the Steamship Lines and their Affiliated Companies, have filed with the FMC, VSA(s) and SCA(s) applicable to this Agreement, as set forth in Exhibit "F." TERMINAL OPERATOR shall over the Initial Term and each Option Term of this Agreement, timely provide COUNTY's Port Everglades Department's Chief Executive/Port Director with a copy of any additional VSA and SCA filing(s) applicable to this Agreement or documentation evidencing a Steamship Line's fifty-one percent (51%) ownership interest and control in an Affiliated Company claiming TERMINAL OPERATOR CARGO status hereunder. Upon COUNTY's Port Everglades Department's Chief Executive/Port Director's review of and concurrence with the VSA and SCA filing(s) submitted by TERMINAL OPERATOR, Exhibit "F" shall be amended accordingly (by action of the COUNTY's Port Everglades Department's Chief Executive/Port Director) to reflect any new Affiliated Companies, VSA(s) or SCA(s) applicable to this Agreement. TERMINAL OPERATOR shall, over the Initial Term and each Option Term of this Agreement, provide COUNTY's Port Everglades Department's Chief Executive/Port Director with written notice of the name(s) of the New Service and its applicable vessel(s) within fourteen (14) calendar days prior to the date(s) the New Service vessel(s) is scheduled to arrive at Port Everglades. TERMINAL OPERATOR shall also provide COUNTY's Port Everglades Department's Chief Executive/Port Director with written notice of any vessels added to or dropped from the New Service prior to the date such changes are to be made effective. Further, TERMINAL OPERATOR shall provide COUNTY's Port Everglades Department's Chief Executive/Port Director with written notice of the name(s) of any New Service and its applicable vessel(s), which plan to cease calling at Port Everglades ("Cancellation Notice"). The Cancellation Notice must be provided no later than fourteen (14) calendar days prior to each annual anniversary date of the New Service commencement date. Failure by TERMINAL OPERATOR to timely provide COUNTY's Port Everglades Department's Chief Executive/Port Director with the required Cancellation Notice, shall result in COUNTY invoicing TERMINAL OPERATOR for the New Service's minimum 5,000 container (shipmoves) (less any realized activity in the twelve (12) month period in which it departs Port Everglades) to be billed by COUNTY and paid by TERMINAL OPERATOR at the then current per container (shipmoves) tier rate then in effect.~~

~~Any shortfall in the New Service minimum container (shipmoves) (5,000) as of each annual anniversary date of the New Service commencement date, shall be billed by COUNTY and paid by TERMINAL OPERATOR at the then current per container (shipmoves) tier rate in effect at the conclusion of the twelve (12) month period.~~

~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo per container (shipmoves) rates provided in this section do not include Port Everglades Tariff charges for breakbulk cargo, electricity, water, line handling services, and container crane standby of more than one (1) hour, or any other Port Everglades Tariff charges not specified in Article 11,

Section A, all of which shall be billed by County and paid by Terminal Operator at Port Everglades Tariff rates, except fees for line handling services shall be billed to and paid by the ship agent.

The chart of per container (shipmoves) rates set forth above provides discounts after certain thresholds are met (collectively, the "Volume Discount"). Notwithstanding the above, unless otherwise approved in writing by the Port Director, all Cargo Containers designated as Existing Cargo are not eligible for the Volume Discount and will not count for purposes of determining when the Volume Discount applies; provided, however, the rental component shall still be removed after the first 125,000 Cargo Containers (except it's the first 62,500 Cargo Containers for the MGP Period of 1/1/35 – 6/30/35).

For example, if 160,000 Cargo Containers are handled by Terminal Operator in the MGP Period (hereinafter defined) of 1/1/25 – 12/31/25, none of which are designated as Existing Cargo, at the end of the MGP Period, Terminal Operator will have paid $81.1022 for 125,000 Cargo Containers, $47.6800 for 25,000 Cargo Containers, and $41.6800 for 10,000 Cargo Containers. In the same example, if 20,000 Cargo Containers handled by Terminal Operator in such MGP Period are designated as Existing Cargo, at the end of the MGP Period, Terminal Operator will have paid $81.1022 for 125,000 Cargo Containers, $57.6800 for 20,000 Cargo Containers (i.e., $81.1022 minus the applicable rental component, which is $23.4222 for the MGP Period of 1/1/25 – 12/31/25), and $47.6800 for 15,000 Cargo Containers.

In another example, if 160,000 Cargo Containers are handled by Terminal Operator in the MGP Period (hereinafter defined) of 1/1/30 – 12/31/30, none of which are designated as Existing Cargo, at the end of the MGP Period, Terminal Operator will have paid $94.0197 for 125,000 Cargo Containers, $66.8669 for 2,188 Cargo Containers, $56.8669 for 25,000 Cargo Containers, and $50.8669 for 7,812 Cargo Containers. In the same example, if 20,000 Cargo Containers handled by Terminal Operator in such MGP Period are designated as Existing Cargo, at the end of the MGP Period, Terminal Operator will have paid $94.0197 for 125,000 Cargo Containers, $66.8669 for 22,188 Cargo Containers, and $56.8669 for 12,812 Cargo Containers.

4. Article 11, Section B of the Agreement is amended to read as follows (original underlining omitted):

B. MINIMUM GUARANTEE PAYMENT

1) MGP. Terminal Operator guarantees and shall pay the following minimum payments ("MGP") to County over the applicable periods ("MGP Period") set forth below:

MGP Period	MGP
7/1/15 – 6/30/16	$3,229,725.89

MGP Period	MGP
7/1/16 – 6/30/17	$3,266,062.50
7/1/17 – 6/30/18	$3,337,912.50
7/1/18 – 6/30/19	$3,420,126.00
7/1/19 – 6/30/20	$3,488,392.50
7/1/20 – 6/30/21	$3,499,869.00
7/1/21 – 6/30/22	$3,604,865.03
7/1/22 – 6/30/23	$3,824,401.50
7/1/23 – 12/4/23	$1,635,411.87
12/5/23 – 12/31/24	$9,842,500.00
1/1/25 – 12/31/25	$10,137,775.00
1/1/26 – 12/31/26	$10,441,908.25
1/1/27 – 12/31/27	$10,755,165.50
1/1/28 – 12/31/28	$11,077,820.46
1/1/29 – 12/31/29	$11,410,155.08
1/1/30 – 12/31/30	$11,898,731.13
1/1/31 – 12/31/31	$12,408,989.16
1/1/32 – 12/31/32	$12,941,916.97
1/1/33 – 12/31/33	$13,498,548.22
1/1/34 – 12/31/34	$14,079,964.56
1/1/35 – 6/30/35	$7,343,648.94

All payments for Terminal Operator Cargo, including, but not limited to, payments for Cargo Containers designated as Existing Cargo, count towards the MGP. Terminal Operator shall pay County the applicable MGP in equal monthly installments (based on the number of months in such MGP Period) in advance on the first day of each and every month, without demand, setoff, or deduction; provided, however, that payment for any period between the Final Premises Effective Date and the Effective Date of the Second Amendment shall be due sixty (60) calendar days after the Effective Date of the Second Amendment.

2) ~~Credit. Within thirty (30) calendar days after the conclusion of each MGP Period, County shall provide Terminal Operator with a monetary credit in an amount not to exceed 20% of the MGP for such MGP Period if Terminal Operator fails to meet its Minimum Container Shipmoves for such MGP Period. The credit shall equal the product of the amount of TERMINAL OPERATOR CARGO by which Terminal Operator fails to meet the Minimum Container Shipmoves (the "Short") and the Base Rate for such MGP Period, excluding any rental component; provided, however, that the Short used for such calculation shall not exceed the number of container (shipmoves) handled by Terminal Operator (in the applicable MGP Period) for its third-party clients that do not meet the definition of TERMINAL OPERATOR CARGO.~~

~~For example, if Terminal Operator's Minimum Container Shipmoves is 75,000 for a MGP Period, but the actual TERMINAL OPERATOR CARGO count was 65,000, with third-party container (shipmoves) equaling 12,000, then Terminal Operator's credit would equal the product of 10,000, which represents the Short, and the Base Rate in effect for the applicable MGP Period. If the number of third-party container (shipmoves) was 4,000 in the applicable MGP Period, then the monetary credit to Terminal Operator would equal the product of 4,000, which represents the Short reduced to the number of container (shipmoves) handled by Terminal Operator for its third-party clients, and the Base Rate in effect for that MGP Period. If the Short was 20,000 with third-party container (shipmoves) equaling 15,000, then the credit would be the maximum allowed of 20% of 75,000 (or 15,000), multiplied by the Base Rate in effect for the applicable MGP Period. All approved credits shall be applied by the Port Everglades Department, in its sole discretion, to Terminal Operator's monthly invoices, either as a lump sum credit or in equal amounts over a period of no more than twelve (12) months following the date the credits are approved by the Port Everglades Department.~~

~~3)~~ Reports. ~~In addition to manifests and cargo reports required by Item 915 of the Port Everglades Tariff (which shall be provided by Terminal Operator to the Port Everglades Department within five (5) business days after a vessel call), Terminal Operator shall report to the Port Everglades Department, on a monthly basis, the total amount of container (shipmoves) throughput, including, but not limited to, TERMINAL OPERATOR CARGO and third-party cargo, handled on the Current Premises, Interim Premises, and Final Premises, as applicable. The manifests and cargo reports shall be provided to said Port Everglades Department within five (5) business days following the end of each month and shall be in the forms attached hereto as composite Exhibit "G" and made a part hereof. Exhibit "G" may be updated at any time by written notice from the Port Everglades Department to Terminal Operator. The Port Everglades Department's Chief Executive/Port Director reserves the right to request Terminal Operator to periodically provide the Port Everglades Department's Finance Division with such other cargo reports/records in order to maintain its statistical database.~~ Terminal Operator shall provide the manifests and cargo reports required by Item 915 of the Tariff in accordance with the terms of the Tariff, which, as of the effective date of the Third Amendment, requires manifests and cargo reports to be provided by Terminal Operator to the Port Department within five (5) Business Days after a vessel call. Within five (5) Business Days after the end of each month, Terminal Operator shall provide an additional report to the Port Department itemizing the total Cargo Containers handled at Port Everglades by Terminal Operator in the immediately preceding month and any other cargo reports/records requested by the Port Department to maintain its statistical database and calculate the charges. The current form of the reports, which may be updated by the Port Department upon written notice to Terminal Operator without the need for an amendment, are attached as Exhibit G-1 and Exhibit G-2.

~~4)~~ 3) Reconciliation. ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo and all other Tariff charges, plus applicable Florida sales tax, will be billed by County to Terminal Operator on a monthly basis, and shall be paid by Terminal Operator to County in accordance with the terms, conditions, and deadlines set forth in the Tariff. The monthly invoices for ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo will be offset by the monthly MGP payments paid by Terminal Operator to County at the beginning of each month and any applicable credits. At the end of each MGP Period of this Agreement, County shall recognize as revenue and retain any MGP balance that has not been offset by fees for ~~TERMINAL OPERATOR CARGO~~ Terminal Operator Cargo during the applicable MGP Period.

5. Article 38, Section I of the Agreement is amended to read as follows (original underlining omitted):

I. County Business Enterprise ("CBE") Goals. ~~Terminal Operator shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, as may be amended, in the development, construction, or modification of any Leasehold Improvements. Before the commencement of such Leasehold Improvements, the Office of Economic and Small Business Development shall be provided any requested documentation to evaluate the applicability of a CBE goal. If a CBE goal is established, the Parties must amend this Agreement, with County acting through its Chief Executive/Port Director, to incorporate the CBE goal for such Leasehold Improvements and all CBE requirements. Failure by Terminal Operator to carry out any of the requirements of this paragraph 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, the Broward County Code of Ordinances, the Broward County Administrative Code, or applicable laws, all such remedies being cumulative. For purposes of this paragraph, "County Business Enterprise" or "CBE" means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.~~ In the construction of improvements on the Final Premises, Terminal Operator 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"). Failure by Terminal Operator 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 applicable law, all such remedies being cumulative.

1) Prior to the commencement of construction of any improvements, Terminal Operator 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) Terminal Operator 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. Terminal Operator 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 Terminal Operator to meet the CBE goal must be certified by OESBD. Terminal Operator shall inform County immediately when a CBE firm is not able to perform or if Terminal Operator believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Terminal Operator to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Terminal Operator 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, Terminal Operator shall notify County, and OESBD may adjust the CBE goal by written notice to Terminal Operator. Terminal Operator shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

4) The Parties stipulate that if Terminal Operator fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Terminal Operator fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Terminal Operator failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the Commitment, Terminal Operator shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Terminal Operator 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 Terminal Operator's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81 of the Code. Terminal Operator 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 Terminal Operator, shall not be deemed a failure by Terminal Operator to meet the Commitment.

5) Terminal Operator 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 Terminal Operator and shall include a deadline for Terminal Operator to notify County in writing if Terminal Operator concludes that the modification exceeds the authority under this section. Failure of Terminal Operator to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Terminal Operator.

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

8) Terminal Operator 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 Terminal Operator's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

6. Exhibit G, attached to the Agreement, is replaced by Exhibits G-1 and G-2, as attached hereto, which are hereby incorporated in the Agreement. All references to Exhibit G in the Agreement, as amended, are deemed to refer to Exhibits G-1 and G-2, as attached hereto.

7. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third 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 Third 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.

8. Preparation of this Third 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.

9. Terminal Operator acknowledges that through the date this Third Amendment is executed by Terminal Operator, Terminal Operator has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. The effective date of this Third Amendment shall be the date of complete execution by the Parties.

11. This Third Amendment 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 Third 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 _____, 2025, and FLORIDA INTERNATIONAL TERMINAL, 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 A. RODRIGUEZ-CABARROCAS Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS Date: 2025.04.21 11:59:41 -04'00'
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

CRC/cr
FIT MTO 3rd Amendment-FINAL
4/3/2025
#80040-2019

THIRD AMENDMENT TO MARINE TERMINAL LEASE AND OPERATING AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA INTERNATIONAL TERMINAL, LLC

TERMINAL OPERATOR

FLORIDA INTERNATIONAL TERMINAL, LLC

By: _____
Authorized Signer

Justin P. Weir, President & GM
Print Name and Title

21 day of April, 2025

EXHIBIT "G-1"

PORT EVERGLADES, DEPARTMENT of BROWARD COUNTY

1850 Eller Drive, Ft. Lauderdale FL33316 Voice:954.523.3404 Fax:954.524.0170

VESSEL CARGO REPORT

AGENT: LINE:

VESSEL NAME:

VESSEL VISIT SERVICE CODE:

ARV Date: DEP Date:

Note: A separate report must be submitted for each shipping line sharing the vessel.

	CONTAINER CARGO WHARFAGE	
CONTAINERS	Discharged/Inbound	Loaded/Outbound
20' Containers - Empty		
20' Containers - Full		
20' Containers - Transshipment Full		
40' Containers - Empty		
40' Containers - Full		
40' Containers - Transshipment Full		
45' Containers - Empty		
45' Containers - Full		
48' Containers - Empty		
48' Containers - Full		
53' Containers - Empty		
53' Containers - Full		
Chassis - Empty		
TOTAL CONTAINERS	0	0
TOT CONTAINERIZED CARGO LBS		
TOT RORO CONTAINERIZED CARGO KILOS/LBS		
TOT TRANSSHIPMENT CONT CARGO KILO/LBS		

	NON-CONTAINERIZED CARGO			
BREAK BULK/BULK	Total Quantity	Tot Wt	Total Quantity	Tot Wt
AGGREGATE				
ALUMINUM SILICATE				
AUTOMOBILES				
AUTOMOBILES-RORO - PCC				
GENERAL CARGO				
BUSES				
CEMENT (BULK)-BC03				
CEMENT CLINKERS				
CEMENT-PALLETIZED-BC10				
COAL				
COFFEE				
GYPSUM				
HARD/PARTICLE BOARD				
LUMBER (MBFT)				
NEWSPRINT/LINER BOARD				
PLYWOOD				
ROCK OR SAND				
SCRAP METAL				
SCRAP/WASTE PAPER				
STEEL				
STEEL COILS				
STEEL REBAR (BUNDLES)				
SUGAR (BULK)				
TALLOW				
TRACTORS				
TRAILERS				
TRUCKS				
YACHTS/BOATS				
YACHTS/BOATS FLOATING				
TOTAL BREAK BULK WEIGHT				
TOTAL BILL OF LADINGS				
TOTAL EMPTIES/CHASSIS				
TOTAL MANIFEST WEIGHT				

Prepared By: Contact No:

Email address: Date:

Above Certified in Accordance with Ship's Manifest (Signature of Agent)

EXHIBIT "G-2"

BROWARD COUNTY BOARD OF COUNTY COMISSIONERS
Port Everglades Department

Monthly Container Report - Florida International Terminal, LLC   Month ____________   Year ________

Leased Acres: ________

Vessel Name	Vessel Visit Service Code	Departure Date	Vessel Agent	Containers Discharged (Imported)	Containers Loaded (Exported)	Tonnage (Imported)	Tonnage (Exported)
Total Containers (Discharged/Loaded From/To A Vessel)				0	0	0	0

Prepared By: ______________________________
Above Certified To Be True And Accurate
(Signature of FIT Representative)

____
(E-mail, Address and Telephone Number)