



**SECOND AMENDMENT TO LICENSE AGREEMENT
BETWEEN BROWARD COUNTY AND TRANSMONTAIGNE TERMINALS L.L.C. FOR
BULK PETROLEUM PRODUCT PIPELINES AT PORT EVERGLADES**

This Second Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and TransMontaigne Terminals L.L.C., a foreign limited liability company (“Licensee”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the License Agreement between Broward County and TransMontaigne Terminals L.L.C. for Bulk Petroleum Product Pipelines at Port Everglades, dated August 25, 2021 (the “Original Agreement”), which established the terms and conditions relating to Licensee’s nonexclusive right to install, maintain, operate, repair, replace, relocate, and remove pipelines and necessary appurtenances within the premises for the transportation of products within Port Everglades. The Parties entered into the Original Agreement to provide for the installation of pipelines that connect Licensee’s north and south terminals at Port Everglades.

B. The Original Agreement was amended by a First Amendment, dated May 7, 2024, which, among other things: (a) terminated two separate agreements between the Parties (defined as the “Pit Agreement” and “Expiring Agreement” and further described in the First Amendment); (b) amended Exhibit A to incorporate the pipelines installed pursuant to the Pit Agreement and Expiring Agreement that are now terminated (pipelines that connect the docks to Licensee’s north terminal and provide for a hydrant system, and pipelines for a pit, which is used by ships for fueling purposes); (c) extended the term; and (d) approved reimbursement of certain expenses associated with the relocation of pipelines because of the Broward County Port Everglades Department’s Slip 1 Expansion Project. The Original Agreement, as amended by the First Amendment, is referred to herein as the “Agreement.”

C. County entered into a Contract between Broward County and Moss & Associates, LLC, Managing General Contractor for the Port Bulkhead Replacement Projects, Group 1, dated November 28, 2023, for managing general contractor services for the bulkhead replacements at Port Everglades’ Berths 1, 2, and 3, and the entrance channel (the “Project”).

D. To assist with the Project, at the Port Everglades Department’s request, Licensee incurred \$174,511.16 in costs and expenses for a contractor to drain two pipelines of petroleum and to excavate, construct an underground concrete vault, cut the pipelines, install isolation valves, connect existing pipelines to the new valves, and conduct related testing and inspections.

E. The Parties desire to further amend the Agreement to provide a mechanism for County to reimburse Licensee for the above-stated work in the amount of \$174,511.16 and any future work approved in writing by the Port Director that may be necessary to protect Licensee’s pipelines and appurtenances against damage by County projects.

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 5.8 of the Agreement is amended as follows:

5.8 County will have the right, at any time during the term of this Agreement, to install, develop, or redevelop utilities, cables, roads, parking areas, pavements, piers, docks, deepwater slip areas, railroad tracks, or other Port-related infrastructure under, over, and within the Premises, subject to County taking such steps as are necessary in order to: protect Licensee's Pipeline(s); ensure that the depth of Licensee's Pipeline(s) is not disturbed; and not unreasonably interfere with Licensee's operations. If removal and/or relocation of Pipeline(s) is necessary, as determined by County through the Contract Administrator, Licensee shall remove and/or relocate such Pipeline(s) and restore the surface to grade level within one year after receipt of written notice from County, all at the sole cost and expense of Licensee; provided, however, County shall reimburse one-third (1/3) of any actual costs and expenses incurred by Licensee (without markup) for any removal and/or relocation of the Hydrant System identified in **Exhibit A-1**, with County's reimbursement not exceeding One Million and 00/100 Dollars (\$1,000,000.00), provided: (a) the removal and/or relocation is requested by County through its Contract Administrator; (b) the costs and expenses are approved in advance and in writing by County through its Contract Administrator; (c) Licensee obtains at least three competitive bids for the removal and/or relocation and selects the lowest bid (unless County consents in writing to the selection of a higher bidder based on good cause demonstrated by Licensee, with the Port Director authorized to act on behalf of County, such consent not to be unreasonably withheld, conditioned, or delayed); and (d) Licensee provides County with copies of the applicable invoices and proof of payment. Any such required relocation or removal of Pipeline(s) must be made by Licensee within said time period stated above. At the time of County's written notice to Licensee of County's determination that a relocation or removal of the Pipeline(s) is necessary, County shall provide Licensee an adequate alternative licensed location to enable Licensee to install or relocate its Pipeline(s) in order to continue to transport at least the same amount of Product(s) as before the required relocation or removal of Pipeline(s). In such cases, the Premises, as defined herein, shall be redefined through an amendment to this Agreement. The Port Director is authorized to enter into any amendment addressed in this section. During any installation, maintenance, repair, replacement, or removal of

Pipeline(s), both Licensee and County shall use good faith efforts to ensure that each other's operations are not unreasonably interrupted. Licensee is aware that the Port envisions the redevelopment of existing roads and petroleum piers.

To assist with the Project detailed in the recitals of the Second Amendment to the Agreement, at the Port Everglades Department's request, Licensee incurred One Hundred Seventy-four Thousand Five Hundred Eleven and 16/100 Dollars (\$174,511.16) in costs and expenses for a contractor to drain two pipelines of petroleum and to excavate, construct an underground concrete vault, cut the pipelines, install isolation valves, connect existing pipelines to the new valves, and conduct related testing and inspections, all before the Effective Date of the Second Amendment to the Agreement, all as further detailed in Exhibit C attached hereto. County shall reimburse such amounts totaling \$174,511.16 within the later of sixty (60) days after the (a) Effective Date of the Second Amendment to the Agreement or (b) receipt of proof of payment.

County, acting through its Port Director, shall additionally reimburse Licensee for actual, reasonable, and documented costs and expenses, without markup, incurred by Licensee for any future work required as a result of County projects at Port Everglades (the "Reimbursable Work"), subject to the following conditions:

(a) The Reimbursable Work and all associated costs must be approved in advance and in writing by County, through its Port Director, who shall have sole discretion to approve such work after considering the nature of the work and the possibility of requiring relocation as further detailed above;

(b) Licensee shall obtain no fewer than three (3) competitive bids for the Reimbursable Work and shall select the lowest responsive bid, unless County, through its Port Director: (i) consents in writing to the selection of a higher bid for good cause shown by Licensee, such consent not to be unreasonably withheld, conditioned, or delayed; or (ii) waives the competitive bidding requirement in writing; and

(c) Licensee shall submit itemized invoices and satisfactory proof of payment for all amounts for which reimbursement is requested.

County's reimbursement obligation for Reimbursable Work shall not exceed a cumulative total of Five Hundred Thousand Dollars (\$500,000) (the "Not-to-Exceed Amount").

For the avoidance of doubt, the sum of One Hundred Seventy-four Thousand Five Hundred Eleven and 16/100 Dollars (\$174,511.16), payable by County as stated above, shall not be applied toward the Not-to-Exceed Amount. In addition, any payments related to or arising out of the first paragraph of this Section 5.8 shall not be applied toward the Not-to-Exceed Amount. However, any additional Reimbursable Work required as a result

of the Project described in the recitals of the Second Amendment to the Agreement shall count toward the Not-to-Exceed Amount.

Notwithstanding anything to the contrary contained herein, Licensee shall have no obligation to perform, directly or indirectly, any Reimbursable Work and may, in its sole discretion, refuse to perform any work or services for the benefit of County under this section.

4. Exhibit C, attached to this Amendment, is incorporated in the Agreement. All references to Exhibit C in the Agreement are deemed to refer to Exhibit C as attached hereto.
5. 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.
6. 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.
7. The effective date of this Amendment shall be the date of complete execution by the Parties ("Effective Date").
8. 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 TransMontaigne Terminals 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

CARLOS A. RODRIGUEZ-CABARROCAS
By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS
Date: 2026.03.04 14:01:33 -05'00'

CRC/dh
TransMontaigne 2-19 final
2/23/2026
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BULK PETROLEUM PRODUCT PIPELINES AT PORT EVERGLADES**

LICENSEE

TRANSMONTAIGNE TERMINALS L.L.C.

By: Karl H. Bernard
Authorized Signer

KARL BERNARD SVP Operations
Print Name and Title

25th day of Feb., 2026

Exhibit C – Scope of Work

Project: Installation of Isolation Valve Vault for Fuel Lines

Location: Berth 4

Scope of Work

The Contractor shall furnish all labor, materials, equipment, and services necessary to complete the installation of a new isolation vault for two fuel lines (one 6-inch diesel line and one 10-inch fuel oil line). The work shall include, but is not limited to, the following:

1. **Product Recovery and Line Draining**
 - Drain the existing 10-inch fuel oil line and return recovered product to designated storage.
 - Drain the existing 6-inch diesel line and return recovered product to designated storage.
2. **Engineering and Design**
 - Provide complete engineering and design services for the isolation vault, including structural, mechanical, and piping details.
3. **Excavation and Construction**
 - Excavate the designated area for the new valve vault.
 - Construct a concrete valve vault sized to accommodate the new block valves and associated piping.
4. **Fuel Line Modifications**
 - Modify existing 6-inch diesel and 10-inch fuel oil lines as required to integrate new isolation valves.
 - Ensure proper alignment, support, and protection of modified piping.
5. **Valve Installation**
 - Install one (1) new 6-inch block valve with associated piping, fittings, and supports.
 - Install one (1) new 10-inch block valve with associated piping, fittings, and supports.
 - Test and verify proper operation of installed valves.
6. **Environmental Compliance**
 - Remove and properly dispose of petroleum-impacted soils and water encountered during excavation in accordance with applicable environmental regulations.