



**THIRD AMENDMENT TO MARINE TERMINAL LEASE AND OPERATING AGREEMENT  
BETWEEN BROWARD COUNTY AND CROWLEY LINER SERVICES, INC.**

This Third Amendment (“Third Amendment”) is between Broward County, a political subdivision of the State of Florida (“County”), and Crowley Liner Services, Inc., a Delaware corporation (“Crowley”) (collectively referred to as the “Parties”).

**RECITALS**

A. The Parties entered into a Marine Terminal Lease and Operating Agreement, dated June 14, 2016 (the “Original Agreement”), pursuant to which Crowley leased from County approximately 99 acres, to be used solely as a modern container terminal yard facility with related storage and office space uses and other ancillary or related uses, with an Initial Term of May 1, 2016, through April 30, 2026, and two five-year Option Terms. Crowley agreed to pay, among other things, rent (for building space) and a per container (shipmove) rate with annual minimum guaranteed payments.

B. The Original Agreement was amended by a First Amendment, dated November 2, 2017, which, among other things, reduced the demised premises to approximately 78 acres and revised the per container (shipmove) rates and annual minimum guaranteed payments.

C. The Original Agreement, as modified by the First Amendment, was then amended by a Second Amendment, dated February 26, 2019, which, among other things, revised the description of the demised premises, revised the per container (shipmove) rates and annual minimum guaranteed payments, provided a credit to Crowley for certain permanent improvements, and adjusted Crowley’s early termination rights.

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

E. The Agreement expired on April 30, 2026, and thereafter Crowley continued to occupy the premises as a month-to-month holdover tenant with County’s consent during the negotiation of this Third Amendment.

F. The Parties now desire to amend the Agreement, effective retroactively as of April 30, 2026, to (i) redefine the Premises to include two separate phases of land givebacks totaling approximately 11.2 acres; (ii) define the Grant-related Permanent Improvements; (iii) exercise the first five-year Option Term extending the Agreement through April 30, 2031; (iv) unbundle and establish the rates (rent, Shipmove Rates, and MAG) for the first Option Term; (v) redefine “Crowley Cargo;” and (vi) modify and/or update certain 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 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 1, Section A of the Agreement is amended to read as follows (original underlining omitted):

A. PREMISES

Effective as of March 1, 2019, County ~~does~~ hereby demises and leases to Crowley, and Crowley ~~does~~ hereby leases and takes from County, pursuant to the terms and conditions ~~provided~~ set forth herein, that certain real property comprised of ~~±~~ approximately 78 acres (subject to the phased reduction described below) ~~of land,~~ together with all appurtenances, rights, privileges, ~~and~~ hereditaments ~~thereto,~~ and ~~all~~ County-owned improvements thereon, located at Port Everglades, Broward County, Florida, as more particularly described on Exhibit A-1 attached hereto (the "Premises").

Notwithstanding the foregoing: (a) on May 1, 2026 ("Area 1&2 Return Date"), approximately 6.60 acres of the Premises, as more particularly depicted on Exhibit A-1 as "Area 1" and "Area 2," shall be returned to County in its present "as-is" condition and shall no longer be included in the Premises; and (b) Crowley shall return approximately 4.63 additional acres of the Premises, as more particularly depicted on Exhibit A-1 as "Area 3," to County no later than April 30, 2029 ("Area 3 Return Deadline"). Area 3 shall be surrendered in accordance with Article 23 of this Agreement. The date on which County accepts the surrender of Area 3 is referred to herein as the "Area 3 Return Date." On the Area 1&2 Return Date and the Area 3 Return Date, the "Premises" shall be automatically reduced to exclude the returned portions, as applicable, without the need for further amendment to this Agreement.

Notwithstanding the foregoing, the Area 3 Return Deadline may be extended by County, acting through its Chief Executive Officer/Port Director, in its reasonable discretion, if Crowley submits a written request no later than ninety (90) days prior to the Area 3 Return Deadline (which requirement may be waived by the Chief Executive Officer/Port Director in writing, in its sole discretion) and (i) demonstrates, to the reasonable satisfaction of the Chief Executive Officer/Port Director, that it must maintain Area 3 as an offset for other land within the Premises that is unavailable for business operations (e.g., store, handle, and/or move cargo) due to construction of "Grant-related Permanent Improvements" (hereinafter defined), and (ii) timely provides any

documentation reasonably requested to evaluate such request. Approval of any such requested extension must be in writing by the Chief Executive Officer/Port Director. Approval of a request to extend the Area 3 Return Deadline, if submitted timely and complete in accordance with this section, shall not be unreasonably withheld, conditioned, or delayed.

The Infrastructure Investment and Jobs Act, Pub. L. 117-58, authorized and appropriated \$450 million to be awarded by the United States Department of Transportation, Maritime Administration (“MARAD”), for projects at coastal seaports for Fiscal Year 2024. MARAD issued a Notice of Funding Opportunity for the Port Infrastructure Development Program Grant (“PIDP Grant”). County and Crowley jointly applied for a PIDP Grant to improve the Premises and entered into a Memorandum of Understanding, dated May 8, 2024. All leasehold improvements constructed by Crowley on the Premises pursuant to the PIDP Grant, specifically excluding equipment purchases (such as vehicles), shall be referred to herein as the “Grant-related Permanent Improvements.”

4. Article 2 of the Agreement is deleted in its entirety and replaced with the following (strikethroughs and underlining omitted):

**2. TERM; COMMENCEMENT DATE; AND OPTION TERMS**

The term of this Agreement commenced on May 1, 2016 (“Commencement Date”) for an initial period of ten (10) years (“Initial Term”). Pursuant to this Agreement, for time periods after the Initial Term, Crowley was granted the option to extend the term for up to two (2) additional periods of five (5) years each (each, an “Option Term”). The Initial Term and any properly exercised and accepted Option Term(s) are collectively referred to as the “Term.”

Crowley timely exercised the first Option Term, and County approved such exercise pursuant to the Third Amendment to the Agreement. Accordingly, the Agreement was effectively extended for the first Option Term, which commenced on May 1, 2026, and expires on April 30, 2031.

For the time period immediately following the first Option Term, Crowley may further extend the Agreement by the exercise of the remaining Option Term of five (5) years, provided Crowley is in compliance with all material terms and conditions of this Agreement at the time of the exercise of the Option Term. Crowley shall provide the Chief Executive Officer/Port Director with written notice of its intent to exercise the remaining Option Term by August 1, 2030 (the “Option Notice”). Unless County, through its Chief Executive Officer/Port Director, in its sole discretion, waives the Option Notice requirement in writing, failure to timely provide such notice shall result in forfeiture of the option to extend.

If Crowley provides a timely Option Notice, the Parties shall meet and negotiate in good faith the applicable container shipmoves rates, minimum guaranteed payments, rental rates, and other related matters for the remaining Option Term. The results of such negotiations shall be memorialized in a proposed amendment, subject to approval by Crowley and County through its Board of County Commissioners. If the Parties fail to reach agreement and execute an amendment within one hundred twenty (120) calendar days after receipt of the Option Notice, the Option Term shall be deemed null and void unless County, through its Chief Executive Officer/Port Director, in its sole discretion, extends such deadline in writing.

5. Article 4 of the Agreement is amended to read as follows (original underlining omitted):

**4. RENTAL CHARGES FOR ADMINISTRATION SPACE AND PREMISES**

A. ~~Effective~~ Administration Space. Commencing on May 1, 2016, Crowley shall pay County an annual rent for Crowley's use and occupancy of Administration space in the Administration Building/Gate Complex, the Maintenance and Repair Building, and the Marine Operations Building (collectively, the "Administration Space"). Rent for Lease Year 1 shall be in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) per year, plus applicable sales tax, payable in twelve (12) equal monthly installment payments. "Lease Year" means the period beginning on the Commencement Date and ending on April 30, 2017 ("Lease Year 1"), and each twelve (12) month period thereafter until the date this Agreement expires or terminates (e.g., "Lease Year 2," "Lease Year 3," etc.).

The monthly installment payments of rent during ~~the first lease year~~ Lease Year 1 for the Administration Space shall be Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) each, plus applicable sales taxes.

B. Rental Adjustment for the Initial Term for the Administration Space. The annual rental amount provided in Subsection A hereinabove shall be increased annually on May 1<sup>st</sup> of each succeeding lease year over the Initial Term hereof ("Adjustment Date"), to an amount equal to the greater of: (i) the product of the annual rental paid during the immediately preceding lease year, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the annual rental paid during the immediately preceding lease year, multiplied by 1.03. Upon determining such rental adjustment, ~~the~~ County shall advise Crowley of the new annual rental amount and the revised monthly installment payments of rent. In no event shall any adjusted annual rentals established pursuant to this section be less than the total annual rental paid during the immediate prior lease year.

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C. Rental Adjustment for the first Option Term for the Administration Space. Commencing on the first day of Lease Year 11 (May 1, 2026) and through the end of Lease Year 15 (April 30, 2031), Crowley shall pay rent to County for the Administration Space as set forth below in the applicable amounts set forth below, plus any applicable tax. Commencing on May 1, 2026, "Administration Space" shall include the real property underlying such buildings and appurtenances. Except as expressly stated otherwise below, the applicable monthly installment of rent shall be due and payable, in advance, and without billing, set-off, or deduction, commencing on May 1, 2026, and on the first day of each calendar month thereafter, and shall be prorated for any partial month; provided, however, any rent accruing for the period between the first day of Lease Year 11 and the date the Third Amendment to the Agreement is fully executed shall be due and payable fifteen (15) calendar days after such complete execution.

<b><u>Lease Year</u></b>	<b><u>Annual Rent</u></b>	<b><u>Monthly Installment</u></b>
<u>Lease Year 11 (May 1, 2026 – April 30, 2027)</u>	<u>\$460,987.80</u>	<u>\$38,415.65</u>
<u>Lease Year 12 (May 1, 2027 – April 30, 2028)</u>	<u>\$474,817.44</u>	<u>\$39,568.12</u>
<u>Lease Year 13 (May 1, 2028 – April 30, 2029)</u>	<u>\$489,062.04</u>	<u>\$40,755.17</u>
<u>Lease Year 14 (May 1, 2029 – April 30, 2030)</u>	<u>\$503,733.84</u>	<u>\$41,977.82</u>
<u>Lease Year 15 (May 1, 2030 – April 30, 2031)</u>	<u>\$518,845.92</u>	<u>\$43,237.16</u>

D. Rent for the Premises. Commencing on the first day of Lease Year 11 (May 1, 2026) and through the end of Lease Year 15 (April 30, 2031), Crowley shall pay rent to County for the Premises (excluding the Administration Space, which is separately paid for as set forth above, and excluding Area 1 and Area 2) as set forth below in the applicable amounts set forth below, plus any applicable tax. Except as expressly stated otherwise below, the applicable monthly installment of rent shall be due and payable, in advance, and without billing, set-off, or deduction, commencing on May 1, 2026, and on the first day of each calendar month thereafter, and shall be prorated for any partial month; provided, however, any rent accruing for the period between the first day of Lease Year 11 and the date the Third Amendment to the Agreement is fully executed shall be due and payable fifteen (15) calendar days after such complete execution.

<b><u>Lease Year</u></b>	<b><u>Per Square Foot Rate</u></b>	<b><u>Monthly Installment</u></b>
<u>Lease Year 11 (May 1, 2026 – April 30, 2027)</u>	<u>\$1.5300 per square foot per year</u>	<u>\$388,927.70</u>
<u>Lease Year 12 (May 1, 2027 – April 30, 2028)</u>	<u>\$1.5759 per square foot per year</u>	<u>\$400,595.54</u>

<u>Lease Year 13 (May 1, 2028 – April 30, 2029)</u>	<u>\$1.6232 per square foot per year</u>	<u>\$412,619.25</u>
<u>Lease Year 14 (May 1, 2029 – April 30, 2030)</u>	<u>\$1.6719 per square foot per year</u>	<u>\$424,998.85</u>
<u>Lease Year 15 (May 1, 2030 – April 30, 2031)</u>	<u>\$1.7221 per square foot per year</u>	<u>\$437,759.74</u>

Monthly rent for the Premises shall be reduced, effective as of the earlier of the Area 3 Return Date or the Area 3 Return Deadline, by an amount equal to the then-current per square foot per year rate multiplied by the square footage of Area 3, divided by twelve (to get the monthly rent amount). For avoidance of doubt, the chart above does not reflect such reduction. Any holdover of Area 3 after the Area 3 Return Deadline shall be governed by Article 31.

6. Article 5 of the Agreement is deleted in its entirety and replaced with the following (strikethroughs and underlining omitted):

**5. SECURITY DEPOSIT**

As security for the payment of all monies due and the performance of Crowley’s obligations under this Agreement, Crowley shall post a security deposit with County equal to Two Million Fifty-seven Thousand Three Hundred Forty-six and 38/100 Dollars (\$2,057,346.38) (“Security Deposit”). The Security Deposit shall be submitted to County simultaneously with the submission to County of this Agreement as executed by Crowley. On the first day of each Lease Year starting in Lease Year 12, Crowley shall update its Security Deposit to equal twenty-five percent (25%) of the MAG for the then-current Lease Year multiplied by the Shipmove Rate for the then-current Lease Year. The Security Deposit shall be either in the form of cash, an irrevocable letter of credit (“Letter of Credit”) in form and substance satisfactory to County, or a payment and performance bond (“Bond”) in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit. In the event of any Triggering Event (hereinafter defined), in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to any and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) business days after notice from County of any such draw, Crowley shall replenish the Security Deposit with cash, a new Letter of Credit, or a new Bond, as applicable, so it equals the full amount of the required Security Deposit. If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If a Bond is posted, the Bond shall provide coverage and be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If Crowley posts a cash deposit, then such cash deposit shall be retained by

County throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit or Bond, Crowley shall submit evidence in form satisfactory to County that said security instrument has been renewed. Each Letter of Credit shall be provided by a financial institution authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least the immediately preceding five (5) years. Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report. Any failure by Crowley to strictly comply with the terms of this section shall constitute a Triggering Event, and the obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. Article 11 of the Agreement is amended to read as follows (original underlining omitted):

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

A. PER CONTAINER (SHIPMOVES) RATES DURING INITIAL TERM

This Section 11.A and Section 11.B, below, including the definitions therein, shall apply only during the Initial Term, after which Section 11.C, and the definitions therein, shall apply. Effective May 1, 2016, COUNTY and CROWLEY acknowledge and agree to the per container (shipmoves) rate schedule attached as Revised Exhibit B. Effective May 1, 2019, the per container (shipmoves) rate schedule set forth in Revised Exhibit B is deleted and replaced by the per container (shipmoves) rate schedule set forth in Exhibit B-1 attached. These rates do not include Port Everglades Tariff charges for breakbulk cargo, ship and container security fees, electricity, water, line handling services, applicable sales tax on land rental values and crane rental values, and container crane standby of more than one (1) hour or any other Port Everglades Tariff charges not specified herein, all of which, shall be billed separately by COUNTY. The per container (shipmoves) rate schedule is based on CROWLEY guaranteeing to COUNTY a minimum number of container (shipmoves) for each lease year as set forth in column C of Revised Exhibit D. Effective May 1, 2019, Revised Exhibit D is deleted and replaced by Exhibit D-1 attached. The per container (shipmoves) rates are in lieu of separate payment by CROWLEY of container yard land rent charges, dockage, cargo and container unit wharfage charges, crane rental fees (to include crane startup, shutdown, and crane standby of up to one (1) hour), and harbormaster fees.

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CROWLEY shall, over the Initial Term ~~and each Option Term~~ of this Agreement, timely provide COUNTY’s Port Everglades Department’s Chief Executive Officer/Port Director with a copy of all VSA and SCA filing(s) applicable to this Agreement and documentation evidencing CROWLEY’s fifty-one percent (51%) ownership interest and control in an Affiliated Company claiming CROWLEY CARGO status hereunder. Exhibit C shall be amended accordingly (by action of the COUNTY’s Port Everglades Department’s Chief Executive Officer/Port Director) to reflect any new Affiliated Companies, VSA(s) or SCA(s) applicable to this Agreement. CROWLEY shall, over the Initial Term ~~and each Option Term~~ of this Agreement, provide COUNTY’s Port Everglades Department’s Chief Executive Officer/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.

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B. ANNUAL MINIMUM GUARANTEE PAYMENT DURING INITIAL TERM

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C. PER CONTAINER (SHIPMOVE) RATES AND MINIMUM GUARANTEED PAYMENT FOR THE FIRST OPTION TERM

1) Per Container (Shipmove) Rates. Except as provided in Section 11.C.3, commencing on the first day of Lease Year 11 (May 1, 2026), all Cargo Containers (hereinafter defined) handled by Crowley on the Premises, including, but not limited to, all Cargo Containers designated as Existing Cargo (as hereinafter defined), shall be invoiced by County to Crowley at the following rates (“Shipmove Rates”).

<u>Lease Year</u>	<u>Shipmove Rates</u>
<u>Lease Year 11 (May 1, 2026 – April 30, 2027)</u>	<u>\$59.50 per Cargo Container</u>
<u>Lease Year 12 (May 1, 2027 – April 30, 2028)</u>	<u>\$61.29 per Cargo Container</u>
<u>Lease Year 13 (May 1, 2028 – April 30, 2029)</u>	<u>\$63.12 per Cargo Container</u>
<u>Lease Year 14 (May 1, 2029 – April 30, 2030)</u>	<u>\$65.02 per Cargo Container</u>
<u>Lease Year 15 (May 1, 2030 – April 30, 2031)</u>	<u>\$66.97 per Cargo Container</u>

“Cargo Containers” means all containers, whether empty or full. “Existing Cargo” is a designation used to identify all Cargo Containers handled by Crowley on the Premises for a Current Customer (as hereinafter defined). For purposes of this paragraph, “Current Customer” means a shipping line that was serviced by a marine terminal operator at Port Everglades other than Crowley at any point within the immediately preceding twelve months. Once handled by Crowley, the designation of such Cargo Containers as Existing Cargo will remain unless and until Crowley handles such Cargo Containers on the Premises

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

The Shipmove Rates are in lieu of published Tariff rates for dockage (Item 320), wharfage (Items 535 and 537), harbor master (Item 1100), and crane start-up, crane shut-down, crane usage, and crane standby of up to one (1) hour (Item 710). All other applicable Tariff charges, including, but not limited to, crane standby exceeding one (1) hour, and charges for breakbulk wharfage, security services, and line handling services, shall be invoiced by County at published Tariff rates. Crowley’s payment of the Shipmove Rates and all other Tariff charges are in addition to all other payments required to be made by Crowley under this Agreement, including, but not limited to, rent. For purposes of this Agreement, “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>.

2) Minimum Annual Guarantee. Commencing on the first day of Lease Year 11 (May 1, 2026), Crowley guarantees to handle at least the following amounts of Cargo Containers on the Premises (the “Minimum Annual Guarantee” or “MAG”):

<b><u>Lease Year</u></b>	<b><u>Per-acre MAG</u></b>	<b><u>MAG</u></b>
<u>Lease Year 11 (May 1, 2026 – April 30, 2027)</u>	<u>1,975 Cargo Containers per-acre</u>	<u>138,309 Cargo Containers</u>
<u>Lease Year 12 (May 1, 2027 – April 30, 2028)</u>	<u>1,975 Cargo Containers per-acre</u>	<u>138,309 Cargo Containers</u>
<u>Lease Year 13 (May 1, 2028 – April 30, 2029)</u>	<u>1,975 Cargo Containers per-acre</u>	<u>138,309 Cargo Containers</u>
<u>Lease Year 14 (May 1, 2029 – April 30, 2030)</u>	<u>1,975 Cargo Containers per-acre</u>	<u>138,309 Cargo Containers</u>
<u>Lease Year 15 (May 1, 2030 – April 30, 2031)</u>	<u>1,975 Cargo Containers per-acre</u>	<u>138,309 Cargo Containers</u>

The MAG set forth above is derived by multiplying the applicable per-acre MAG by approximately 70.03 acres, representing the Premises excluding the Administration Space, Area 1, and Area 2. The MAG shall be reduced, effective as of the earlier of the Area 3 Return Date or the Area 3 Return Deadline, by an amount equal to the then-current per-acre MAG multiplied by the acreage of Area 3. For avoidance of doubt, the chart above does not reflect such reduction. Any holdover of Area 3 after the Area 3 Return Deadline shall be governed by Article 31.

The MAG shall be temporarily reduced during any period prior to the Area 3 Return Deadline in which a portion of the Premises is unavailable for business operations, meaning such portion is materially incapable of being used for the storage, handling, or movement of cargo, due to the construction of Grant-related Permanent Improvements; provided, however, that: (a) the MAG reduction shall not exceed 9,875 Cargo Containers

(equivalent to the MAG for five (5) acres); (b) the MAG reduction shall be calculated on an acre-for-acre basis, on a pro rata basis for any partial acre, up to the amount of acreage that is unavailable for business operations; (c) Crowley shall bear the burden of demonstrating its entitlement to any such temporary reduction and (i) must submit a written request for such reduction, demonstrating, to the reasonable satisfaction of the Chief Executive Officer/Port Director, that the applicable portion is unavailable for business operations, (ii) must timely provide any documentation reasonably requested to evaluate such request, and (iii) such request must be approved in writing by the Chief Executive Officer/Port Director; (d) such requests may be submitted no more frequently than once per month; and (e) any reduction shall apply only for the period during which such portion remains unavailable for business operations, as determined by the Chief Executive Officer/Port Director in their reasonable discretion. Approval of any request for a temporary MAG reduction that is submitted timely and satisfies the requirements of this section shall not be unreasonably withheld, conditioned, or delayed.

County shall have the right, upon reasonable notice, to inspect the Premises and verify the extent to which such portion of the Premises is unavailable for business operations. Crowley shall promptly notify County when any such portion becomes available again for business operations. The Chief Executive Officer/Port Director shall have the right, in their reasonable discretion, to determine whether any temporary reduction remains valid. For purposes of this section, temporary, intermittent, or incidental nonuse of a portion of the Premises during a period in which such portion is being used for, or designated for, construction activities in connection with the Grant-related Permanent Improvements (including staging or laydown) shall not, by itself, constitute availability for business operations. If the Chief Executive Officer/Port Director determines that any temporary reduction is no longer justified because the applicable portion of the Premises has been restored to a condition that permits continuous and commercially reasonable use for business operations, such reduction shall terminate as of the date of such determination. If any reduction is granted based on information that is subsequently determined to be inaccurate, incomplete, or misleading, County may retroactively adjust the MAG and recover any underpayment.

All Cargo Containers, including, but not limited to, all Cargo Containers designated as Existing Cargo, count towards the MAG. Within forty-five (45) days after the end of each Lease Year, County shall invoice Crowley for any MAG Shortfall (hereinafter defined) for such Lease Year. Crowley shall pay the invoiced amount within ninety (90) days after the end of the applicable Lease Year. The "MAG Shortfall" means the amount by which the number of Cargo Containers handled on the Premises in the applicable Lease Year is less than the applicable MAG, multiplied by the applicable Shipmove Rates (as adjusted below). The Shipmove Rates applied to the MAG Shortfall shall be calculated on a tiered, cumulative basis as follows: (i) for the portion of the shortfall up to five percent (5%) of the MAG, the Shipmove Rate for such Lease Year shall apply; (ii) for the portion of the shortfall between 5.01% and ten percent (10%) of the MAG, the Shipmove Rate for such Lease Year shall be increased by seven and a half percent (7.5%) (i.e., 107.5% of the

Shipmove Rate); and (iii) for the portion of the shortfall exceeding ten percent (10%) of the MAG, the Shipmove Rate for such Lease Year shall be increased by eleven and a half percent (11.5%) (i.e., 111.5% of the Shipmove Rate).

By way of example, if the applicable MAG is 100,000 Cargo Containers and Crowley handles 88,000 Cargo Containers during the applicable Lease Year (resulting in a shortfall of 12,000 Cargo Containers): (a) the first 5,000 Cargo Containers of the shortfall shall be charged at 100% of the applicable Shipmove Rate; (b) the next 5,000 Cargo Containers of the shortfall shall be charged at 107.5% of the applicable Shipmove Rate; and (c) the remaining 2,000 Cargo Containers of the shortfall shall be charged at 111.5% of the applicable Shipmove Rate. The 88,000 Cargo Containers handled during the applicable Lease Year are billed at 100% of the applicable Shipmove Rate.

The Parties acknowledge and agree that the foregoing tiered structure is intended to reasonably reflect County’s anticipated damages resulting from underutilization of the Premises, including, without limitation, lost opportunity to generate revenue from other users, lost Tariff revenues, and operational inefficiencies. The Parties further acknowledge that such damages would be difficult to determine with certainty at the time of contracting, and that the foregoing adjustments are not intended as a penalty, but rather as a reasonable measure of compensation to County.

3) Discounted Shipmove Rate. Commencing on the first day of Lease Year 11 (May 1, 2026), except as stated below, Crowley shall receive a discount of Ten Dollars (\$10.00) off the applicable Lease Year’s Shipmove Rate for each Cargo Container handled on the Premises during such Lease Year exceeding the MAG by up to 20,000 Cargo Containers, and a discount of Sixteen Dollars (\$16.00) off the applicable Lease Year’s Shipmove Rate for each Cargo Container handled on the Premises during such Lease Year exceeding the MAG by at least 20,001 Cargo Containers (collectively, the “Volume Discount”). The Ten Dollar (\$10.00) and Sixteen Dollar (\$16.00) discounts cannot be combined. For purposes of clarification, the table below further describes the Volume Discount and is provided for illustrative purposes; in the event of a MAG reduction as set forth above, the table below will no longer be accurate:

<u>Lease Year</u>	<u>\$10.00 discount</u>	<u>\$16.00 discount</u>
<u>Lease Year 11 (May 1, 2026 – April 30, 2027)</u>	<u>138,310 – 158,309 Cargo Containers</u>	<u>158,310+ Cargo Containers</u>
<u>Lease Year 12 (May 1, 2027 – April 30, 2028)</u>	<u>138,310 – 158,309 Cargo Containers</u>	<u>158,310+ Cargo Containers</u>
<u>Lease Year 13 (May 1, 2028 – April 30, 2029)</u>	<u>138,310 – 158,309 Cargo Containers</u>	<u>158,310+ Cargo Containers</u>
<u>Lease Year 14 (May 1, 2029 – April 30, 2030)</u>	<u>138,310 – 158,309 Cargo Containers</u>	<u>158,310+ Cargo Containers</u>
<u>Lease Year 15 (May 1, 2030 – April 30, 2031)</u>	<u>138,310 – 158,309 Cargo Containers</u>	<u>158,310+ Cargo Containers</u>

Notwithstanding the above, unless otherwise approved in writing by the Chief Executive Officer/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.

For example, if there is no MAG reduction and 170,000 Cargo Containers are handled by Crowley in Lease Year 11, none of which are designated as Existing Cargo, Crowley will receive a discount of \$10.00 off the then-applicable Shipmove Rate (\$59.50 Shipmove Rate - \$10.00 Discount) for each Cargo Container handled between and inclusive of 138,310 Cargo Containers and 158,309 Cargo Containers (\$10.00 discount for each of the 20,000 Cargo Containers) and a discount of \$16.00 off the then-applicable Shipmove Rate (\$59.50 Shipmove Rate - \$16.00 Discount) for each Cargo Container handled above 158,309 Cargo Containers (\$16.00 discount for each of the 11,691 Cargo Containers). In the same example, if 15,000 Cargo Containers are designated as Existing Cargo, Crowley will receive a discount of \$10.00 off the then-applicable Shipmove Rate for only 16,691 Cargo Containers in Lease Year 11 because, although 170,000 Cargo Containers are handled, 15,000 Cargo Containers are designated as Existing Cargo and are not counted for purposes of the Volume Discount, bringing down the total, for Volume Discount purposes only, down to 155,000 Cargo Containers.

4) Reports. Commencing on the first day of Lease Year 11, Crowley shall provide the manifests and cargo reports required by Item 915 of the Tariff in accordance with the terms of the Tariff, which currently requires manifests and cargo reports to be provided by Crowley to the Port Department within five (5) business days after a vessel call. Within five (5) business days after the end of each month, Crowley shall provide an additional report to the Port Department itemizing the total Cargo Containers handled at Port Everglades by Crowley 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 form of the reports (attached as Exhibit E-1 and Exhibit E-2) may be updated by the Port Department upon written notice to Crowley without the need for an amendment. However, any reports due for any period between the first day of Lease Year 11 and the date the Third Amendment to the Agreement is fully executed, if not already provided, shall be due five (5) calendar days after the date the Third Amendment to the Agreement is fully executed. The requirements of this section shall survive the expiration or earlier termination of this Agreement.

5) Invoices. The Shipmove Rates for Cargo Containers and all other Tariff charges, plus any applicable tax, shall be invoiced by County to Crowley on a per-vessel basis, and shall be paid by Crowley to County within thirty (30) days after the date of each invoice. Rent shall be paid without invoice as further stated in Article 4.

6) The requirements of Section 11.C shall survive the expiration or earlier termination of this Agreement.

8. Article 14 of the Agreement is amended to read as follows (original underlining omitted):

**14. ALTERATIONS; FIXTURES; IMPROVEMENTS AND REQUIRED APPROVALS**

A. GENERAL

CROWLEY shall not ~~design, develop,~~ construct nor make any alterations, modifications, or replacements to the Premises, or portions thereof, including without limitation the Grant-related Permanent Improvements, without the prior written consent of COUNTY's Port Everglades Chief Executive Officer/Port Director. ~~In the event~~ If any such action is taken ~~or made~~ without ~~said~~ such prior written consent, then, upon written notice ~~provided by COUNTY from the Port Department~~, CROWLEY shall remove same, at Crowley's sole cost and expense, to the Port Everglades Department's reasonable satisfaction. ~~In the event~~ If CROWLEY fails to comply with such written notice, ~~said~~ the Port Department may take all required removal actions, and CROWLEY shall pay the cost thereof to COUNTY within fifteen (15) calendar days after written demand therefor is sent.

B. TITLE TO IMPROVEMENTS AND FIXTURES; REMOVAL

All fixtures, structures, facilities, pavements, and other permanent improvements, and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by CROWLEY, or at CROWLEY's direction, including the Grant-related Permanent Improvements (collectively, the "Leasehold Improvements"), shall be and remain CROWLEY's property until the termination of this Agreement (whether by expiration or otherwise), at which time ~~said improvements~~ such Leasehold Improvements shall, at ~~COUNTY's~~ the Chief Executive Officer/Port Director's option, either (i) become COUNTY's property and shall be surrendered with and remain on the Premises, ~~as applicable~~; or (ii) be removed by CROWLEY at its sole cost and expense and at the ~~COUNTY's Port Everglades~~ Department's direction.

...

9. Article 15, Section A of the Agreement is deleted in its entirety and replaced with the following (strikethroughs and underlining omitted):

A. MAINTENANCE, CLEANING, AND REPAIR OF PREMISES

Crowley shall, at its sole cost and expense, maintain, clean, and repair the Premises, including all improvements thereon, so that the Premises remain in substantially the same condition as when first received (i.e., clean, sanitary, and in good working order), whether such maintenance, cleaning, or repair is ordinary or extraordinary, structural, or otherwise, except only for: (a) reasonable wear and tear

arising from Crowley's permitted use; and (b) those responsibilities expressly assigned to County as set forth in Exhibit F.

The respective responsibilities of Crowley and County for maintenance, cleaning, and repair of the Premises shall be as set forth in Exhibit F, which is attached hereto and incorporated herein. Any maintenance, cleaning, or repair not expressly assigned to County in Exhibit F shall be the responsibility of Crowley, unless otherwise agreed to in writing by the Parties, with County acting through its Chief Executive Officer/Port Director. In the event of any conflict between Exhibit F and this Article, Exhibit F shall control.

Crowley shall promptly notify County in writing of any maintenance or repair required to the Premises that is the responsibility of County under this Agreement, including Exhibit F, and such written notice shall be a condition precedent to County's obligation to perform any such maintenance or repair. County shall not be liable for any loss, damage, or deterioration of the Premises to the extent resulting from Crowley's failure to provide such notice.

If either Party fails in any material respect to: (i) commence curative action within thirty (30) days (or seven (7) days for routine maintenance items) after written notice from the other Party; or (ii) diligently pursue such maintenance, cleaning, repair, replacement, rebuilding, or painting to completion, then the other Party may, at its option and in addition to any other available remedies, perform such work. All reasonable costs and expenses incurred by the non-breaching Party in connection therewith shall be payable by the breaching Party within thirty (30) days after written demand.

Notwithstanding anything to the contrary in this Agreement, including Exhibit F, any repairs necessitated by the act, omission, negligence, or willful misconduct of either Party, or its employees, agents, contractors, guests, or invitees, shall be the responsibility of the Party causing such condition. After written notice, the other Party may elect to perform such repairs; provided, however, that in the event of an emergency or conditions requiring immediate action to protect persons, property, or operations, such repairs may be performed without prior notice. The Party causing such condition shall reimburse the other Party for all reasonable costs and expenses incurred within thirty (30) calendar days after written demand.

10. Article 15, Section B of the Agreement is amended as follows:

B. COUNTY'S RESPONSIBILITY

1) ~~COUNTY, at its sole expense, shall maintain and repair the exterior walls and roof of the Administration Building located on the Premises and maintain and repair all underground utilities which are now or may be subsequently located in Southport, Port Everglades, to provide service to the~~

~~Premises, provided, however, that for repairs required due to any intentional or negligent act or omission on the part of CROWLEY, its employees, agents, contractors, or invitees, CROWLEY, at COUNTY's option, shall make all such repairs or reimburse COUNTY within fifteen (15) calendar days after written demand therefor is sent.~~

...

4) COUNTY shall be responsible for the "clean-up" of Pollutants (as defined in Section 26 herein) caused by COUNTY, its agents, contractors or employees, on the Premises (~~Revised~~ Exhibit "A-1") and to indemnify CROWLEY to the extent provided by law, for any loss it sustains or expense to which it is put arising from said Pollutants (as defined in Section 26 herein) on the Premises.

~~5) Except as otherwise provided herein, COUNTY shall be responsible for maintenance and repair of terminal improvements and exterior of vertical structures located on the Premises as follows:~~

~~(i) Work required to render the exterior of the vertical structures, to remain in compliance with the specifications and applicable governmental building codes.~~

~~(ii) Work caused by negligence, defects or flaws in the design and construction of the exterior vertical structures and terminal site improvements constructed by COUNTY.~~

~~(iii) Exterior maintenance, repair and painting of the vertical structures.~~

11. Article 25 of the Agreement is deleted in its entirety and replaced with the following (strikethroughs and underlining omitted):

## **25. INSURANCE**

A. Insurance. Throughout the Term, Crowley shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit G in accordance with the terms and conditions of this article. Crowley shall maintain insurance coverage against claims relating to any act or omission by Crowley, its agents, representatives, employees, or contractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

B. Additional Insured. Crowley shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit G on all policies required under this article.

C. Certificates of Insurance. On or before the date the Third Amendment to the Agreement is fully executed, Crowley shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. In the event of a claim, Crowley shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Crowley may redact portions of the policies that are not relevant to the insurance required by this Agreement.

D. Remain in Full Force. Crowley shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Crowley has been completed, as determined by the Port Department. Crowley or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

E. Insurer. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

F. Broader Coverage. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Crowley.

G. Self-Insured. Crowley shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit G and submit to County for review at least fifteen (15) days prior to the date the Third Amendment to the Agreement is fully executed. Crowley shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County.

H. Subrogation. Unless prohibited by the applicable policy, Crowley waives any right to subrogation that any of Crowley's insurer(s) may acquire against County, and shall obtain same in an endorsement of Crowley's insurance policies.

I. Contractor/Subcontractor Insurance. Crowley shall require each contractor (and each contractor's subcontractor) to maintain insurance coverage that adequately covers the services provided by such contractor/subcontractor. Crowley shall ensure that all such contractors/subcontractors comply with the requirements of this article and that "Broward County" is named as an additional insured under the applicable insurance policies of all such contractors/subcontractors.

J. Failure to Maintain Insurance. If Crowley or any contractor (or any contractor's subcontractor) fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and Crowley shall reimburse County for such payments within ten (10) days after receipt of invoice from County. Crowley shall not permit any contractor/subcontractor to provide services unless and until the requirements of this article are satisfied. If requested by County, Crowley shall provide, within ten (10) calendar days, evidence of each contractor's/subcontractor's compliance with this article.

K. Claims-Made Coverage. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Third Amendment; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit G; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Third Amendment, Crowley must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit G.

12. Article 31 of the Agreement is deleted and replaced as follows (strikethroughs and underlining omitted):

**31. HOLDOVER**

Any holding over by Crowley of the Premises after the expiration or earlier termination of this Agreement shall not operate to renew or extend the Agreement, but shall be deemed a tenancy at sufferance pursuant to Section 83.04, Florida Statutes, as amended. Unless otherwise agreed in writing by the Chief Executive Officer/Port Director, and except as provided below for Area 1, Area 2, and Area 3, Crowley shall pay to County, for any holdover period, monthly rent equal to one hundred fifty percent (150%) of the rent for the Premises and the Administration Space based on the rates then in effect under this Agreement, together with all other fees required under this Agreement, including, without limitation, the Shipmove Rate for Cargo Containers and other Tariff charges. All other provisions of this Agreement shall remain in effect during such holdover period.

Crowley shall be liable to County for all loss or damage arising from any such holding over after the expiration or earlier termination of this Agreement, whether or not such loss or damage may be contemplated as of the date the Third Amendment to the Agreement is fully executed. County reserves all rights and remedies available under applicable law as a result of Crowley's holdover. Acceptance of any payments by County during any period in which Crowley fails or refuses to surrender possession shall not be deemed consent to such continued possession or a waiver of County's right to immediate possession of the Premises.

Notwithstanding anything herein to the contrary, the rates for any holding over by Crowley of Area 3 shall be as follows: if Crowley holds over on any portion of Area 3 after the Area 3 Return Deadline, Crowley shall pay to County, for any holdover period, monthly rent equal to double the rent for Area 3 based on the rates then in effect under this Agreement. In addition, for any such holdover period, the Chief Executive Officer/Port Director may increase the MAG by an amount equal to the then-current per-acre MAG rate multiplied by the acreage of Area 3.

13. Article 36, Section L of the Agreement is amended as follows (original underlining omitted):

**36. MISCELLANEOUS**

L. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision or any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through ~~36~~ 37 of this Agreement shall prevail and be given effect.

14. Article 37 is added to the Agreement as follows (underlining omitted):

**37. ADDITIONAL MISCELLANEOUS TERMS**

A. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Crowley represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Crowley represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Crowley represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

B. Prohibited Telecommunications Equipment. Crowley represents and certifies that Crowley and all subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

C. Polystyrene Food Service Articles. Crowley shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g.,

Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

D. Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, Crowley as a result of this Agreement, then Section 26-5 of the Broward County Code of Ordinances (the "Code") shall apply to such construction work, the provisions of Section 26-5(a) of the Code shall be deemed incorporated as if expressly set forth herein, and Crowley must submit, as requested by the Port Department, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.

E. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Crowley and its contractors, subcontractors, and sublessees that are related to this Agreement. Crowley and its contractors, subcontractors, and 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; upon request by County, Crowley and all contractors, subcontractors, and sublessees shall make same available to County in written form at no cost and allow County to make copies. Crowley shall provide County with reasonable access to Crowley's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Crowley and all contractors, subcontractors, and sublessees shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial 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 Crowley 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). Crowley hereby grants County the right to conduct such audit or review at Crowley's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Crowley shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Crowley shall pay to County any underpaid amount identified as a result of an audit, regardless of the amount of the underpayment. If an audit in accordance with this section reveals underpayments to County of any nature by Crowley in excess of five percent (5%) of the applicable contract billings reviewed by County, in addition to making

adjustments for the underpayments, Crowley shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit shall be made within thirty (30) days after presentation of County's findings to Crowley.

Crowley shall ensure that the requirements of this section are included in all agreements with all contractors, subcontractors, and sublessees.

F. County Business Enterprise ("CBE") Goals. In the construction of improvements on the Premises, Crowley shall comply with all applicable requirements in the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code. Failure by Crowley 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 or applicable law, all such remedies being cumulative. For purposes of this section, "County Business Enterprise" or "CBE" means an entity certified as meeting the applicable requirements of Section 1-81, et seq., of the Code.

1) Prior to the commencement of construction of any improvements, Crowley 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) Crowley 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. Crowley shall enter into formal contracts with the CBE firms listed in the Letters of Intent prior to commencement of the construction of the applicable improvements and, upon request, shall provide copies of the contracts to the Port Department and the Broward County Office of Economic and Small Business Development ("OESBD").

3) Each CBE firm utilized by Crowley to meet the CBE goal must be certified and their participation approved in advance by OESBD. Crowley shall inform County immediately when a CBE firm is not able to perform or if Crowley believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Crowley to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Crowley 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, Crowley shall notify County, and OESBD may adjust the CBE goal by written notice to Crowley.

4) The Parties stipulate that if Crowley fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Crowley fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Crowley failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the Commitment, Crowley shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Crowley 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 Crowley's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81, et seq., of the Code. Crowley 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 firm where the OESBD Program Director has determined that such inability is due to no fault of Crowley, shall not be deemed a failure by Crowley to meet the Commitment.

5) Crowley acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, et seq., 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 Crowley and shall include a deadline for Crowley to notify County in writing if Crowley concludes that the modification exceeds the authority under this section. Failure of Crowley to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Crowley.

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. Crowley 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) Crowley shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Port Department, to OESBD at [SBCOMP@broward.org](mailto:SBCOMP@broward.org), and to the Small Business Specialist identified by OESBD. In addition, Crowley shall allow County to engage in onsite reviews to monitor Crowley's progress in achieving and maintaining the Commitment. The Port Department, in conjunction with OESBD, shall perform such review and monitoring, unless otherwise determined by the Broward County Administrator.

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

G. Tariff. Except as otherwise expressly provided herein, Crowley, in its use of County-owned property and facilities and its utilization of services at Port Everglades, shall comply with and be governed by the Tariff, and pay, in addition to the required payments under this Agreement, all charges and rates in accordance with the provisions of the Tariff.

15. Article 35 is deleted in its entirety and reserved.

16. Article 37, Sections T(2), T(4), and T(5), are deleted in their entirety.

17. Exhibit A-1 to the Agreement is hereby replaced in its entirety with Exhibit A-1 attached hereto, which is incorporated into the Agreement. All references in the Agreement, as amended, to Exhibit A-1 shall be deemed to refer to Exhibit A-1 attached hereto.

18. Exhibits E-1 and E-2 attached hereto are incorporated into the Agreement. All references in the Agreement, as amended, to Exhibits E-1 and E-2 shall be deemed to refer to Exhibits E-1 and E-2 attached hereto.

19. Exhibit F attached hereto is incorporated into the Agreement. All references in the Agreement, as amended, to Exhibit F shall be deemed to refer to Exhibit F attached hereto.

20. Exhibit G attached hereto is incorporated into the Agreement. All references in the Agreement, as amended, to Exhibit G shall be deemed to refer to Exhibit G attached hereto.

21. Anti-Human Trafficking. By execution of this Third Amendment by an authorized representative of Crowley, Crowley hereby attests under penalty of perjury that Crowley 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 Crowley declares that they have read the foregoing statement and that the facts stated in it are true.

22. 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.

23. 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.

24. Crowley acknowledges that through the date this Third Amendment is executed by Crowley, Crowley has no claims or disputes against County relating to the Agreement, including as amended herein.

25. The effective date of this Third Amendment shall be retroactive to April 30, 2026.

26. This Third 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 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 \_\_\_\_\_, 2026, and CROWLEY LINER SERVICES, INC., 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/dh/cr  
Crowley Third Amendment FINAL  
05/12/2026  
#80040-2019

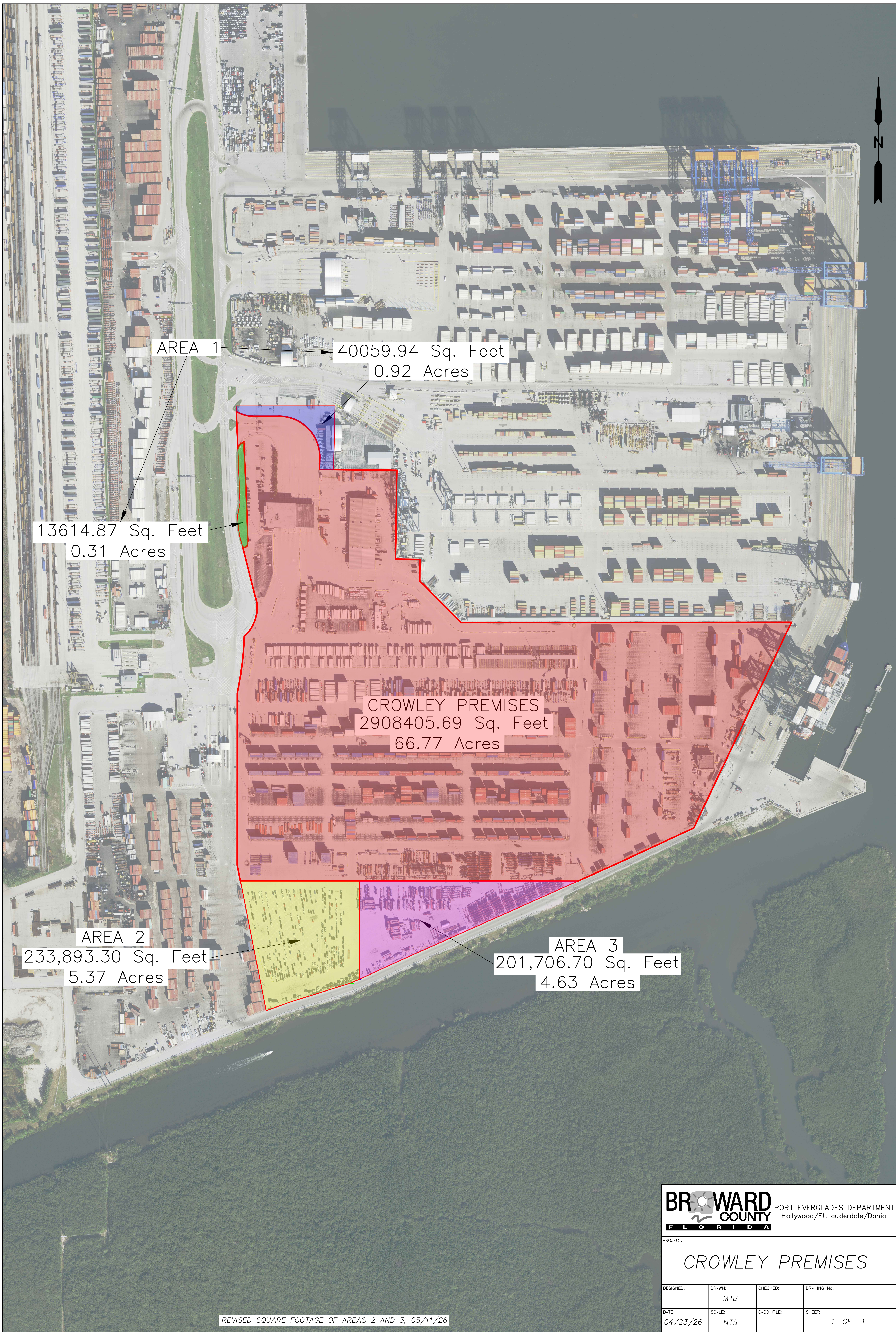
**THIRD AMENDMENT TO MARINE TERMINAL LEASE AND OPERATING AGREEMENT BETWEEN  
BROWARD COUNTY AND CROWLEY LINER SERVICES, INC.**

**CROWLEY**

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

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

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



AREA 1

40059.94 Sq. Feet  
0.92 Acres

13614.87 Sq. Feet  
0.31 Acres

CROWLEY PREMISES  
2908405.69 Sq. Feet  
66.77 Acres

AREA 2

233,893.30 Sq. Feet  
5.37 Acres

AREA 3

201,706.70 Sq. Feet  
4.63 Acres

REVISED SQUARE FOOTAGE OF AREAS 2 AND 3, 05/11/26

PROJECT: <b>CROWLEY PREMISES</b>			
DESIGNED:	DR-WN: MTB	CHECKED:	DR- ING No:
D-TE 04/23/26	SC-LE: NTS	C-DD FILE:	SHEET: 1 OF 1

**EXHIBIT E-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.**

CONTAINERS	CONTAINER CARGO WHARFAGE	
	Discharged/Inbound	Loaded/Outbound
20' Containers - Empty		
20' Containers - Full		
20' Containers - Transshipment Full		
40' Container - 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		
<b>TOTAL CONTAINERS</b>	<b>0</b>	<b>0</b>
TOT CONTAINERIZED CARGO KILO/LBS	0	0
TOT RORO CONTAINERIZED CARGO KILOS/LBS		
TOT TRANSSHIPMENT CONT CARGO KILO/LBS		

BREAK BULK/BULK	NON-CONTAINERIZED CARGO			
	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				
<b>TOTAL BREAK BULK WEIGHT</b>				
<b>TOTAL BILL OF LADINGS</b>				
<b>TOTAL EMPTIES/CHASSIS</b>				
<b>TOTAL MANIFEST WEIGHT</b>				

Prepared By: \_\_\_\_\_ Contact No: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

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



## MAINTENANCE RESPONSIBILITIES

BUILDINGS			LAND		
County Lessee			County Lessee		
<b>Building Interior - All Buildings on Premises</b>			<b>Site &amp; Pavement</b>		
Elevator		X	Asphalt		X
Building Mechanical Systems		X	Pavement - Normal Wear & Tear		X
Ceiling		X	Potholes		X
Interior Doors		X	Subsidence		X
Door Locks		X	Lane Markings		X
Interior Windows		X	Parking Lot and Striping		X
Water Intrusion Repairs		X	Traffic Signage		X
Flooring (maintenance, repairs, replacement, etc.)		X	Fencing		X
<b>HVAC:</b>			<b>Electrical:</b>		
Handlers		X	Gates		X
Condensers		X	Bollards		X
Cooling Towers (where applicable)		X	Underground Fuel Tanks		X
Air Conditioner Filters (replaced monthly)		X	Underground Waste Oil Tanks		X
<b>Electrical:</b>			<b>Landscaping &amp; Grounds</b>		
Interior & Exterior Lighting		X	Landscaping & Grounds		X
Fixtures (i.e. light fixtures, etc.)		X			
Light Switches and Outlets		X			
Lightbulb Replacement		X			
Electric Meters, Panels, Conduits, Junction Boxes, etc.		X			
<b>Plumbing:</b>			<b>Electrical:</b>		
Fixtures (i.e. faucets, sink, toilets, etc.)		X	Lighting (light fixtures, junction box, and poles)		X
Unclogging Toilets		X	Highmast Lights		X
Backflows and Sewer Lines		X	Obstruction Lights (and similar devices)		X
Water Heater		X	Parking Lot Lighting		X
<b>Safety:</b>			<b>Plumbing:</b>		
Building Alarm Systems		X	Lift Stations		X
Building Fire Sprinkler Systems		X	Backflow Preventers		X
Fire Extinguishers		X			
Smoke Detectors		X			
Emergency Exit Plans/Signage		X			
<b>Services:</b>			<b>Safety:</b>		
Janitorial Service		X	Exterior Fire Alarm Systems		X
Trash/Debris Collection		X	Fire Extinguishers		X
Pest Control		X	Safety Equipment		X
<b>Building Exterior</b>			<b>Fire Department Connection</b>		
Exterior Walls - Administration Building/Gate Complex	X		Fire Department Connection		X
Roof - Administration Building/Gate Complex	X		Knox Boxes		X
Exterior Walls - Maintenance & Repair Building & Marine Operations Building		X	Fire Hydrants		X
Roof - Maintenance & Repair Building & Marine Operations Building		X			
Structural Elements		X			
Overhead Doors		X			
Exterior Doors		X			
Door Locks		X			
Exterior Windows		X			
Trash/Recycling Dumpster Enclosure		X			
<b>OTHER</b>			<b>Environmental:</b>		
County Lessee			County Lessee		
<b>Maritime Operations &amp; Dredging</b>			<b>County-Caused Clean-up of Pollutants</b>		
Maintenance Dredging (Water Depths at Berth 33A & Turning Notch)	X		County-Caused Clean-up of Pollutants	X	
Lessee-Caused Removal of Obstructions to Water Depths		X	Lessee-Caused Clean-up of Pollutants		X
<b>Grant-related</b>			<b>Services:</b>		
Grant-related Permanent Improvements		X	Trash/Debris Collection		X
			General Debris Clean-Up & Removal		X
			Janitorial Service		X
			<b>Utilities</b>		
			Underground Utilities up to Premises	X	
			Underground Utilities on Premises		X
			Above ground Utilities up to Premises	X	
			Above ground Utilities on Premises		X
			Lessee-Caused Damage to County Property		X
			Lessee-Caused Damage to County Utilities		X
			<b>Drainage/Sewer:</b>		
			Drainage (i.e. standing water)		X
			Drainage Inlets - Surface Components (i.e. Grates, Tops, Boxes, etc.)		X
			Drainage Inlets - Underground Infrastructure	X	
			Stormwater System	X	
			Manholes (Covers, Boxes, etc.)		X

**Exhibit G  
INSURANCE REQUIREMENTS**

TENANT: CROWLEY LINER SERVICES, INC  
AGENCY: Port Everglades Business Development

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$10,000,000	\$15,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury each person)		
			Bodily Injury each accident		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input checked="" type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	\$5,000,000	\$5,000,000
			*Maximum Deductible:		
<input type="checkbox"/> <b>PROPERTY DAMAGE</b> is required on a special peri. Broward County must be listed as an Additional insured.			*Maximum Deductible (Wind and/or Flood):	Insured to value	
			*Maximum Deductible:		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Tenants insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention SIR higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Tenant is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three 3) years after completion of the contract of work.

**CERTIFICATE HOLDER:**  
  
Broward County  
1850 Eller Drive  
Ft. Lauderdale, FL 33316  
  
Attention: Stacie Warren

Digitally signed by  
Norma D  
Date: 2026.05.08  
15:15:26 -04'00'  
Risk Management Division