

**CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN BROWARD COUNTY, SEABULK TOWING, INC., AND SEACOR MERIDIAN INC.**

This Consent to Assignment and First Amendment ("Consent and First Amendment") is between Broward County, a political subdivision of the State of Florida ("County"); Seabulk Towing, Inc., a Delaware corporation registered to transact business in the State of Florida ("Assignor"); and SEACOR Meridian Inc., a Delaware corporation registered to transact business in the State of Florida ("Assignee") (collectively referred to as the "Parties").

RECITALS

A. County and Assignor entered into a Lease Agreement, dated June 18, 2021, whereby County leased to Assignor: (i) 28,818 square feet of office space in Building 27; (ii) 9,940 square feet of space in the warehouse/maintenance and machine shop in Building 27; and (iii) adjacent surface parking area, all located at 2200 Eller Drive, Port Everglades, Broward County, Florida (the "Agreement"). The Agreement expired on December 31, 2023, but Assignor remained on the premises with County's consent, creating a tenancy at will, from month-to-month, effective January 1, 2024, per Section 7.5 of the Agreement and Section 83.04, Florida Statutes.

B. On October 22, 2021, County notified Assignor that Building 27 was being evacuated due to structural issues. Assignor vacated the building shortly thereafter. On March 30, 2022, County notified Assignor that the structural issues regarding Building 27 had been resolved, and that Assignor could re-occupy the building. Assignor reoccupied the building shortly thereafter, first moving back into the warehouse/maintenance shop and then into the office space. The events detailed in this paragraph will hereinafter be referred to as the "Structural Integrity Event."

C. On February 12, 2024, Assignor notified County that it desires to assign its rights, interests, and obligations under the Agreement to Assignee.

D. County consents to the proposed assignment of the Agreement from Assignor to Assignee, subject to the terms and conditions provided in this Consent and First Amendment.

E. The Parties further desire to amend the Agreement to provide a rent credit in the amount of \$301,950.00 for costs and expenses incurred by Assignor because of the Structural Integrity Event, memorialize a Replacement Credit approved by the Port Department in accordance with Section 4.3 of the Agreement in the amount of \$298,925.78 for HVAC replacement, and extend the Term through December 31, 2024.

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 Consent and First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise stated herein, amendments to the Agreement made pursuant to this Consent and First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. County consents to the proposed assignment of the Agreement from Assignor to Assignee, subject to the following:
 - a. Assignee expressly assumes and agrees to undertake each and every obligation and responsibility of Assignor under the Agreement, and any other obligation of Assignor or Assignee pursuant to the Agreement, whether occurring before or after the date of this Consent and First Amendment.
 - b. In giving its consent to the assignment of the Agreement, County does not in any manner adopt, accept, or approve of any of the terms or conditions of any agreement(s) by or between Assignor and Assignee pertaining to the Agreement or the assignment thereof. This Consent and First Amendment shall not operate or be construed as a waiver of any term, condition, right, or remedy of County under the Agreement.
 - c. Pursuant to Section 13.40 of the Agreement, upon the effective date of this Consent and First Amendment, notice to Lessee under the Agreement shall be given to the following address:

SEACOR Holdings Inc.
William C. (Bill) Long, Executive Vice President
2200 Eller Drive, P.O. Box 13038
Fort Lauderdale, FL 33316
Email address: blong@seacorholdings.com
 - d. This Consent and First Amendment shall not: impose any additional obligation on County or otherwise affect any of the rights or obligations of County under the Agreement; release any liability, duty, or obligation of Lessee under the Agreement; nor operate or be construed as a waiver by County of any term, condition, right, or remedy of County under the Agreement. This Consent and First Amendment shall not operate as a waiver of the requirement for County's consent for any further assignment of the Agreement.
 - e. Each of Assignor and Assignee acknowledge that through the date it executes this Consent and First Amendment, Assignor and Assignee, respectively, have no claims against County with respect to any of the matters covered by the Agreement, and

Assignor and Assignee, respectively, do not have any offsets or defenses to payment of rent or other charges or performance of any obligations required by the Agreement.

4. Section 3.2 of the Agreement is amended as follows:

3.2. Term. The term of this Agreement shall begin on July 1, 2021 ("Commencement Date"), and shall end on ~~December 31, 2023~~ **December 31, 2024** ("Term"), unless sooner terminated as provided herein.

5. New Section 3.3 is added to the Agreement as follows (bold/underlining omitted):

3.3. Termination by Lessee. Lessee may terminate this Agreement effective any time after June 30, 2024, upon at least sixty (60) days' advance written notice to County.

6. This First Amendment fully and finally resolves the dispute between County and Assignor, and Assignee as successor to Assignor, regarding the Structural Integrity Event. In exchange for the consideration of Three Hundred One Thousand Nine Hundred Fifty and 00/100 Dollars (\$301,950.00), which will be received by Lessee (which is Assignor until the effective date of this Consent and First Amendment and Assignee thereafter) under the Agreement as a rent credit against Monthly Rent due starting on January 1, 2024 ("Structural Integrity Event Credit"), Assignor and Assignee hereby release, acquit, and forever discharge County, a political subdivision of the State of Florida, the Board of County Commissioners of said County, and any and all of its officers, agents, servants, and employees, and their successors and assigns, heirs, executors, and administrators (collectively, "Releasees"), from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation, which are now known or may hereafter become known, relating to, on account of, or arising out of any matter or thing that has happened, developed, or occurred, in any way related to the Structural Integrity Event (the "Claim").

This Consent and First Amendment contains the entire agreement between the Parties regarding the Claim, and is a material element to the First Amendment negotiated at arms'-length between the Parties.

Except as expressly set forth in this Consent and First Amendment, each Party shall bear all of its own attorneys' fees, costs, and expenses relating to the Claim or this Consent and First Amendment, and all proceedings and matters relating thereto.

Nothing in this Consent and First Amendment affects or impedes Assignor's or Assignee's legal right (if any) to bring a claim or cause of action against any other person or entity other than one of the Releasees relating to the Structural Integrity Event. Nothing in this Consent and First Amendment affects or impedes County's legal right (if any) to bring a claim or cause of action against any person or entity other than Assignor and Assignee relating to the Structural Integrity Event.

7. In accordance with Section 4.3 of the Agreement, the Port Department approved a Replacement Credit in the amount of \$298,925.78 for HVAC replacement, which will be received by Lessee (which is Assignor until the effective date of this Consent and First Amendment and Assignee thereafter) under the Agreement as a rent credit against Monthly Rent due starting on January 1, 2024.

8. Article 4 of the Agreement is amended as follows:

4.1 Monthly Rent. During the Term, Lessee shall pay rent to County, together with all applicable sales taxes thereon, on a monthly basis ("Monthly Rent"). Monthly Rent ~~during Lease Year 1 shall be Eighty-four Thousand Eight Hundred Eighty-four and 00/100 Dollars (\$84,884.00) per month, plus applicable sales taxes (i.e., \$72,045.00 for the Office Space and \$12,839.00 for the Warehouse Space).~~ Monthly Rent during subsequent Lease Years shall be determined in accordance with Section 4.2. **shall be as follows:**

<u>PERIOD</u>	<u>MONTHLY RENT</u>
<u>Lease Year 1</u>	<u>\$84,884.00, plus applicable sales tax</u>
<u>Lease Year 2</u>	<u>\$91,894.57, plus applicable sales tax</u>
<u>July 1, 2023, through December 31, 2023</u>	<u>\$96,424.97, plus applicable sales tax</u>
<u>January 1, 2024, through December 31, 2024</u>	<u>\$99,320.72, plus applicable sales tax</u>

Monthly Rent shall be paid by Lessee in advance and without demand, set off, or deduction on the first day of each calendar month; **provided, however, that Monthly Rent shall be offset by the Structural Integrity Event Credit and Replacement Credit as Monthly Rent becomes due until such time that there is no remaining credit. The Monthly Rent figures above do not incorporate the Structural Integrity Event Credit or Replacement Credit.**

4.2 Monthly Rent Adjustment. ~~On the first day of Lease Year 2 and on the first day of each Lease Year thereafter (each such date being referred to as an "Adjustment Date"), Monthly Rent shall be increased to an amount equal to the greater of either: (i) the product of the Monthly Rent in effect immediately preceding the Adjustment Date, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the Monthly Rent in effect immediately preceding the Adjustment Date, multiplied by 1.03. The product of such multiplication shall be the Monthly Rent for that Lease Year, commencing on the applicable Adjustment Date. Upon determining such adjustment, the Port Department shall advise Lessee in writing of the new Monthly Rent.~~ **INTENTIONALLY OMITTED.**

4.2.1 ~~The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number" (as hereinafter defined) indicated for the month that is three (3) months prior to the Adjustment Date, and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) months prior to the Adjustment Date.~~

4.2.2 The "~~CPI Index Number~~" is the index number of retail commodity prices designated "~~CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS—UNITED STATES CITY AVERAGE—ALL ITEMS~~" (1982-1984=100) (Consumer Price Index) issued by the Bureau of Labor Statistics, United States Department of Labor. The adjustments made based upon the provisions of this section shall be made solely by the Port Department. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Lease without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency that most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

...

9. In the event of an early termination of the Agreement, County shall pay Lessee under the Agreement any unused portion of the Replacement Credit or Structural Integrity Event Credit within thirty (30) calendar days after the date of termination.

10. New Sections 13.56 through 13.59 are added to the Agreement as follows (bold/underlining omitted):

13.56. Prohibited Telecommunications Equipment. Lessee represents and certifies that Lessee and all of its contractors do not 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. Lessee represents and certifies that Lessee and all of its contractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

13.57. Polystyrene Food Service Articles. Lessee 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 27.173, Broward County Administrative Code.

13.58. Ownership Disclosure Requirement. By January 1 of each year, Lessee must submit, and cause each of its contractors to submit, an Ownership Disclosure Form (or

such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

13.59. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Lessee and all contractors/sublessees that are related to this Agreement. Lessee and all contractors/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, and upon request to do so, Lessee and all contractors/sublessees shall make same available in written form at no cost to County. Lessee shall provide County with reasonable access to Lessee's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

If an audit or inspection reveals underpayments to County of any nature by Lessee in excess of five percent (5%) of the applicable contract billings reviewed by County, Lessee shall make adjustments for the underpayments, and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Lessee.

Lessee shall ensure that the requirements of this section are included in all agreements with all contractor(s)/sublessee(s).

11. In the event of any conflict or ambiguity between this Consent and First Amendment and the Agreement, the Parties agree that this Consent and First Amendment shall control. The Agreement, as amended herein by this Consent and First 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 Consent and First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this Consent and First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. The effective date of this Consent and First Amendment shall be the date last executed by the Parties.

14. This Consent and First 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.

15. **Assignor represents and affirms that the person executing this First Amendment for Assignor is authorized to agree to the foregoing on behalf of Assignor; has attained 18 years of age or more by the effective date of this Consent and First Amendment; read the foregoing and knows and understands the contents thereof; and voluntarily signs this Consent and First Amendment.**

16. **Assignee represents and affirms that the person executing this First Amendment for Assignee is authorized to agree to the foregoing on behalf of Assignee; has attained 18 years of age or more by the effective date of this Consent and First Amendment; read the foregoing and knows and understands the contents thereof; and voluntarily signs this Consent and First Amendment.**

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Consent and First 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 _____, 2024; Seabulk Towing, Inc., signing by and through its _____, duly authorized to execute same; and SEACOR Meridian Inc., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

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

**CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN BROWARD COUNTY; SEABULK TOWING, INC.; AND SEACOR MERIDIAN INC.**

ASSIGNOR

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

**CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN BROWARD COUNTY; SEABULK TOWING, INC.; AND SEACOR MERIDIAN INC.**

ASSIGNEE

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____