

MARINE TERMINAL LEASE AND OPERATING AGREEMENT
BETWEEN
BROWARD COUNTY
AND
SOL SHIPPING SERVICES, INC.

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
1.	<u>INITIAL AND FINAL PREMISES</u>	1
2.	<u>TERM AND COMMENCEMENT DATE</u>	3
3.	<u>FILING WITH FEDERAL MARITIME COMMISSION</u>	3
4.	<u>USE AND COMPLIANCE WITH LAWS; FAILURE TO COMPLY</u>	3
5.	<u>RENTALS, FEES, AND CHARGES</u>	6
6.	<u>PAYMENT BOND</u>	9
7.	<u>INTEREST AND LATE CHARGES</u>	12
8.	<u>PLACE OF PAYMENTS</u>	12
9.	<u>TAXES</u>	13
10.	<u>UTILITIES</u>	14
11.	<u>RIGHT TO INSPECT</u>	15
12.	<u>INSOLVENCY</u>	17
13.	<u>MAINTENANCE AND REPAIR OF PREMISES</u>	17
14.	<u>INSURANCE</u>	20
15.	<u>ASSIGNMENT; SUBLETTING; SUBORDINATION</u>	24
16.	<u>APPLICABILITY OF TARIFF</u>	29
17.	<u>INDEMNITY</u>	29
18.	<u>DEFAULT AND TERMINATION</u>	30
19.	<u>NOTICES</u>	36
20.	<u>APPLICABLE LAW, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL</u>	37
21.	<u>RIGHT TO CONSTRUCT AND PERMIT RESPONSIBILITIES</u>	38

22.	<u>PER CONTAINER (SHIPMOVES) RATES AND ANNUAL MINIMUM GUARANTEED PAYMENT</u>	39
23.	<u>SIGNAGE</u>	43
24.	<u>PARKING</u>	44
25.	<u>SECURITY</u>	44
26.	<u>SURRENDER AND ACCEPTANCE; REMOVAL OF PROPERTY</u>	45
27.	<u>ENVIRONMENTAL IMPAIRMENT; CONTAINMENT AND REMOVAL</u>	46
28.	<u>INGRESS AND EGRESS</u>	49
29.	<u>EASEMENT(S)</u>	50
30.	<u>TARIFF CHARGES</u>	50
31.	<u>SOL'S OBLIGATIONS</u>	51
32.	<u>ALTERATIONS; FIXTURES; IMPROVEMENTS AND REQUIRED APPROVALS</u>	54
33.	<u>DAMAGE BY CASUALTY</u>	60
34.	<u>TENANCY AFTER AGREEMENT TERM EXPIRES</u>	61
35.	<u>NONLIABILITY OF INDIVIDUALS</u>	61
36.	<u>COOPERATION WITH COUNTY</u>	62
37.	<u>GOVERNMENTAL/REGULATORY POWERS</u>	63
38.	<u>GOVERNMENTAL IMMUNITY</u>	63
39.	<u>COUNTY'S RIGHT TO RELOCATE SOL</u>	63
40.	<u>MISCELLANEOUS</u>	65

MARINE TERMINAL LEASE AND OPERATING AGREEMENT

This Marine Terminal Lease and Operating Agreement (hereinafter referred to as "Agreement") is made and entered into by and between:

BROWARD COUNTY,
a political subdivision of the state of Florida,
acting by and through its Board of County Commissioners,
(hereinafter referred to as "COUNTY"),

and

SOL SHIPPING SERVICES, INC.,
a Florida corporation
(hereinafter referred to as "SOL")

WITNESSETH:

WHEREAS, COUNTY owns and has jurisdiction over the development, operation, and maintenance of Port Everglades in Broward County, Florida; and

WHEREAS, SOL is a company engaged in the transport of ocean-going cargo and operates out of Port Everglades; and

WHEREAS, COUNTY and SOL desire to enter into this Agreement with respect to the Leased Premises hereinafter described, NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto ("COUNTY" and "SOL") agree as follows:

1. INITIAL AND FINAL PREMISES

A. INITIAL PREMISES

Effective on the Commencement Date hereof, COUNTY does hereby lease to SOL that certain real property comprised of ±6.54 acres of land and all improvements

thereon owned by COUNTY, located at Midport, Port Everglades in Broward County, Florida (hereinafter referred to as the "Initial Demised Premises"), as more particularly described in Exhibit "A-1" attached hereto and made a part hereof. COUNTY covenants with SOL that it is possessed of good and marketable fee simple title to the Initial Demised Premises, free and clear of all encumbrances, and that it will defend the same against the lawful claims of all persons whomsoever. COUNTY covenants with SOL that SOL shall peacefully enjoy the Initial Demised Premises leased hereunder.

B FINAL PREMISES

Effective June 1, 2018, SOL shall quit, remove itself, and relocate its operations from the Initial Demised Premises described in Exhibit "A-1," and lease, take from COUNTY, and commence its operations pursuant to the terms and conditions provided herein, that certain real property comprised of ± 7.0 acres of land, and all improvements thereon owned by COUNTY, located at Midport, Port Everglades in Broward County, Florida (hereinafter referred to as the "Final Demised Premises"), as more particularly described in Exhibit "A-2," attached hereto and made a part hereof. COUNTY covenants with SOL that it is possessed of good and marketable fee simple title to the Final Demised Premises, free and clear of all encumbrances, and that it will defend the same against the lawful claims of all persons whomsoever. COUNTY covenants with SOL that SOL shall peacefully enjoy the Final Demised Premises leased hereunder.

The term "Leased Premises" as used hereinafter, shall mean and refer to the Initial Demised Premises, Final Demised Premises, and Relocated Demised Premises, as applicable.

C. CONDITION OF LEASED PREMISES

COUNTY makes no representations or warranties whatsoever as to: (i) the condition of the Leased Premises, or (ii) whether the Leased Premises is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations. The Leased Premises is hereby demised in "**AS IS CONDITION**" and "**WITH ALL FAULTS.**" SOL represents, acknowledges, and agrees that it has had sufficient opportunity to inspect the Leased Premises and hereby accepts the Leased Premises in "**AS IS CONDITION**" and "**WITH ALL FAULTS.**" SOL hereby releases COUNTY of any and all claims and liabilities on account of the condition of the Leased Premises or any failure of any of its component parts to be in working order.

2. TERM AND COMMENCEMENT DATE

The term of this Agreement shall begin on the "Commencement Date" as set forth herein, and shall run for a period of five (5) years ("Term"), unless sooner terminated as provided herein. The Commencement Date shall be November 1, 2017. "Lease Year" as used in this Agreement, shall mean each consecutive twelve (12) month period over the Term hereof, beginning on the Commencement Date.

3. FILING WITH FEDERAL MARITIME COMMISSION

This Agreement shall be filed with the Federal Maritime Commission.

4. USE AND COMPLIANCE WITH LAWS; FAILURE TO COMPLY

A. USE

SOL shall use the Leased Premises solely as a modern ocean-going container terminal yard facility with related office and storage space uses and for ancillary or related uses, and for no other use or purpose whatsoever, without the prior written consent of COUNTY's Port Everglades Department Chief Executive/Port Director.

Under no circumstances shall SOL allow or permit others to use any portion of the Leased Premises in competition with any business conducted by COUNTY. SOL shall conduct its operations in an orderly and commercially reasonable manner considering the nature of its operations. SOL shall not unreasonably annoy, disturb (whether via vibrations, noise, or otherwise), endanger, or be offensive to other users and tenants at Port Everglades. SOL shall commit no waste or injury on or about the Leased Premises, and shall not do or permit to be done anything that may result in the creation, commission, or maintenance of such waste or injury on the Leased Premises. SOL's use of the Leased Premises shall be performed in such manner as to avoid the creation of any nuisance from dust, smoke, obnoxious odors, fumes, vapors, noise, or otherwise. SOL shall not keep or store any explosives on the Leased Premises without the required notification to and approval by the Broward Sheriff's Office, Fire Rescue Department located at Port Everglades.

B. Should SOL fail to comply with the use prohibitions or nuisance restrictions provided hereinabove, then COUNTY's Port Everglades Department Chief Executive/Port Director shall provide SOL with written notice of such noncompliance, and the opportunity to abate, correct, or cure same as applicable, within a reasonable time period, not exceeding sixty (60) calendar days of the date notice is sent. If the noncompliant matter is not abated, corrected, or cured as applicable, within this time period, then COUNTY's Port Everglades Department Chief Executive/Port Director shall have the right to: (i) stop all SOL's operations on the Leased Premises until the noncompliant matter is eliminated to COUNTY's Port Everglades Department Chief Executive/Port Director's satisfaction, and/or (ii) recommend the termination of this Agreement to COUNTY's Board of County Commissioners. COUNTY shall have the

right to seek such legal and equitable remedies as are available to COUNTY, to address the noncompliant matter(s).

It is understood that SOL will not conduct any welding or burning on the Leased Demised Premises until it has obtained all required permits from COUNTY; City of Hollywood, Florida; and the U.S. Coast Guard. COUNTY agrees that it will not unreasonably withhold issuance of any welding or burning permits required by COUNTY.

SOL shall maintain a five (5) foot clear zone from the perimeter fencing of its marine terminal yard at all times.

C. COMPLIANCE WITH LAWS

SOL shall at all times and at its sole expense comply with all laws, ordinances, rules, and regulations of all governmental bodies having jurisdiction over the Leased Premises, and the business being conducted thereon, including compliance with Section 255.20, Florida Statutes, by competitively awarding any construction work required hereunder, the Americans with Disabilities Act of 1990 ("ADA"), and Port Everglades Tariff, amendments thereto and reissues thereof; provided, however, any such laws, ordinances, rules, or regulations imposed by COUNTY shall be imposed and operate uniformly with respect to all who avail themselves of similar services or facilities at Port Everglades. Within fifteen (15) calendar days after receipt by SOL of a notice of noncompliance, or of a regulatory investigation or enforcement action (instituted by an agency or jurisdiction other than COUNTY's Port Everglades Department of Broward County) relating to such noncompliance, SOL shall advise COUNTY's Port Everglades Department Chief Executive/Port Director in writing and provide him/her with copies of all related correspondence and documentation SOL has in its possession.

D. COMPLIANCE VIOLATIONS

SOL shall correct or cure as applicable, the noncompliant matter(s) within a reasonable period, not exceeding sixty (60) calendar days of the date the notice of noncompliance, regulatory investigation, or enforcement action is sent to SOL. If the noncompliant matter is not corrected or cured as applicable, within this time period, then COUNTY's Port Everglades Department Chief Executive/Port Director shall have the right to (i) stop all of SOL's operations on the Leased Premises until the noncompliant matter(s) is eliminated to COUNTY's Port Everglades Department Chief Executive/Port Director's satisfaction, and/or (ii) recommend termination of this Agreement to COUNTY's Board of County Commissioners. COUNTY shall have the right to seek such legal and equitable remedies as are available to COUNTY to address the noncompliant matter(s).

5. RENTALS, FEES, AND CHARGES

A. PAYMENTS.

The annual rental, subject to adjustment as hereinafter provided, shall be paid by SOL in monthly installments, together with all applicable sales taxes thereon, in advance and without demand, set off, or deduction. Rent shall be paid on the Commencement Date. Thereafter monthly installments of rental shall be payable in advance on the 1st day of each and every month.

1) Commencing on the Commencement Date, SOL's monthly rental payments for the period November 1, 2017, to May 31, 2018, are Twenty-five Thousand One Hundred Sixty-four Dollars and Sixty-one Cents (\$25,164.61), plus applicable sales taxes thereon for ±6.54 acres, which amounts shall be paid

in seven (7) monthly rental installments (totaling \$176,152.27 for the seven-month period, plus applicable sales taxes).

2) Commencing June 1, 2018, SOL's monthly rental payments for the period June 1, 2018, to October 31, 2018, are Twenty-six Thousand Nine Hundred Thirty-four Dollars and Sixty Cents (\$26,934.60), plus applicable sales taxes thereon for ±7.0 acres, which amounts shall be paid in five (5) monthly rental installments (totaling \$134,673 for the five-month period, plus applicable sales taxes).

3) COUNTY and SOL agree that rent due and payable from November 1, 2018, through the end of the Lease Term shall be determined as follows: the total annualized rental amount (derived from the monthly rental amount established in subparagraph (2) hereinabove), shall be adjusted yearly over the Term hereof, on the annual anniversary of the Commencement Date (each such date being referred to as an "Adjustment Date"), as set forth below, and each adjusted annual rental amount (together with applicable sales taxes thereon) for the Leased Premises shall be payable in twelve (12) monthly installments.

4) On each "Adjustment Date," the annual rental shall be increased to an amount equal to the greater of either: (i) the product of the annual rental paid during the immediately preceding twelve (12) month period, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the annual rental paid during the immediately preceding twelve (12) month period, multiplied by 1.03. The product of such multiplication shall be the amount of the annual rental payment to be made during the next succeeding Lease Year. Upon determining

such rental adjustment, COUNTY's Port Everglades Department Chief Executive/Port Director shall advise SOL of the adjusted annual rental amount and the corresponding adjusted monthly installment payments of rent. In no event shall any adjusted annual rental established pursuant to this subparagraph (4), be less than the total annual rental paid during the immediate prior twelve (12) month period.

(i) 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.

(ii) The "CPI Index Numbers" are the index numbers 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 rental and the adjustment made based upon the provisions of this section shall be made solely by COUNTY. 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 Agreement 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, which most nearly approximates the Index first above referenced, shall govern and be substituted as the Index to be used.

5) Upon determining a rental adjustment, COUNTY's Port Everglades Department Chief Executive/Port Director or designee shall advise SOL of the adjusted annual rental amount for such period, which shall be accompanied by evidence supporting the manner in which the new adjusted rent was determined, which evidence shall be in sufficient detail to enable SOL to verify the calculations.

6) It is understood and agreed that when a rental adjustment is required hereunder, the then current annual rental amount being paid shall continue until COUNTY's Port Everglades Department Chief Executive/Port Director or designee provides notice of the adjusted annual rental amount, and the rental adjustment shall be retroactive to the Adjustment Date. The sum constituting the adjustment for the months of the period that has passed prior to the determination of the amount of the rental adjustment, shall be due and payable within thirty (30) calendar days after such determination.

6. PAYMENT BOND

A. SOL shall provide COUNTY with a Payment Bond in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) ("Bond") and in a form approved by

COUNTY's Port Everglades Department, as a security, within seven (7) calendar days of the Commencement Date of this Agreement. COUNTY and SOL agree that the Bond shall be executed by a surety company of recognized standing, authorized to transact business in the state of Florida as surety, having a resident agent in the state of Florida, and having been in business with a record of successful continuous operation for at least five (5) years. COUNTY's Port Everglades Department will accept a Bond from a surety company with an A.M. Best Company Rating Guide rating of A- or better, provided, however, that if the surety company appears on the watch list that is published quarterly by Intercom Office of the Florida Insurance Commissioner, COUNTY's Port Everglades Department Chief Executive/Port Director or designee shall review and either accept or reject the surety company based upon the financial information available to COUNTY. A surety company rejected by COUNTY's Port Everglades Department Chief Executive/Port Director or designee shall be substituted by SOL, with a surety company acceptable to COUNTY's Port Everglades Department Chief Executive/Port Director or designee. The Bond shall guarantee to COUNTY the full payment of all monetary obligations, damages, expenses, costs, and reasonable attorney's fees sustained by COUNTY as a result of SOL's default under this Agreement. The Bond shall continue in effect for one (1) year following termination or expiration of this Agreement.

B. COUNTY shall have the right to use the Bond as a financial guarantee of SOL's payment and performance obligations pursuant to the terms and conditions of this Agreement, and the Bond shall be used to reimburse COUNTY for all costs and expenses that COUNTY elects, in its sole discretion, to pay on SOL's behalf in the event

SOL fails to make payments of any sums required hereunder or fails to perform any of SOL's obligations under this Agreement.

C. In the event that SOL is in default under this Agreement more than two (2) times within any twelve-month period, irrespective of whether or not such default is cured, then, without limiting COUNTY's other rights and remedies provided for in this Agreement or at law or equity, COUNTY's Port Everglades Department shall have the right to automatically increase the Bond to three times the original Bond amount or three months' minimum annual rent, whichever is higher. The Bond increase shall be effective automatically upon the occurrence of a third default within the period provided in this section, and SOL shall post the increased Bond to COUNTY's Port Everglades Department within five (5) business days after receiving such notice from COUNTY's Port Everglades Department.

D. In the event of a SOL default under this Agreement, COUNTY's Port Everglades Department is authorized to immediately draw down on the Bond to cover the amount of the nonpayment(s) and the amount required to reimburse COUNTY for its costs, expenses, and damages incurred as a result of SOL's default hereunder. Further, COUNTY's Port Everglades Department shall notify COUNTY's Board of County Commissioners of any SOL default(s) hereunder, within seven (7) calendar days of same. All or any part of the Bond drawn down and applied by COUNTY's Port Everglades Department under this section shall be repaid by SOL within fifteen (15) calendar days after written demand therefor is sent, so that the Bond is maintained at its required full dollar amount. All amounts not paid within said time frame shall accrue interest and late charges in accordance with Article 7 herein.

7. INTEREST AND LATE CHARGES

All invoices for charges and other payments required by SOL to be paid to COUNTY under the terms of this Agreement shall be due and payable within thirty (30) calendar days of the invoice date. If SOL fails to pay rent or other amounts that SOL is obligated to pay under the terms of this Agreement within fifteen (15) calendar days following the due date, SOL shall pay COUNTY, in addition to the amount otherwise due, a late charge equal to ten percent (10%) of such overdue amount. Interest shall accrue on all delinquent rent and other amounts as is provided for in COUNTY's rules, regulations, and ordinances, including Port Everglades Tariff, amendments thereto and reissues thereof, provided such assessments shall be applied uniformly to all customers of COUNTY similarly situated.

SOL and COUNTY agree that the late charge set forth herein represents a reasonable estimate of such costs and expenses and is fair compensation to COUNTY for the loss suffered from such nonpayment by SOL. No acceptance by COUNTY of rent, fees, charges, or other payments in whole or in part for any period or periods after a default by SOL of any of the terms, covenants, and conditions hereof shall be deemed a waiver of any right on the part of COUNTY to terminate this Agreement. Any and all amounts due and payable under this section shall be considered additional rent payable to COUNTY.

8. PLACE OF PAYMENTS

All payments required to be made by SOL under this Agreement, shall be made payable to: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, and shall be delivered to: Port Everglades, Attn: Finance Division, 1850 Eller Drive, Fort Lauderdale, FL 33316, or to such other office or address as may be substituted therefor.

9. TAXES

A. Nothing herein shall prevent SOL from challenging any assessment or any tax to the same extent and in the same manner as may any other property owner or resident of Broward County.

Throughout the Term of this Agreement, SOL agrees to pay all taxes levied and assessed upon the Leased Premises, and all improvements thereon, together with all special assessments of any kind levied and assessed against the Leased Premises and improvements thereon, together with sales tax. Further, SOL agrees to pay, as rent, when due and before the same becomes delinquent, all personal property taxes that may be levied and assessed against all tangible personal property situated on the leasehold and subject to taxation, and against SOL's intangible personal property subject to taxation in Broward County, Florida. Additionally, SOL agrees to pay, as rent, all sales or use taxes that might hereafter be lawfully assessed or imposed arising out of the execution of this Agreement.

B. SOL agrees to pay, as rent, on or before December 31st of each calendar year (or such other date as may subsequently be set by COUNTY), all taxes levied and assessed upon the Leased Premises, all improvements thereon, together with all special assessments of any kind levied and assessed against the Leased Premises and improvements thereon for such calendar year, together with sales tax; provided, however, that such amount to be paid will be prorated based on the actual days in which this Agreement is effective in the event same is effective for less than an entire calendar year.

In addition, SOL agrees to pay, as rent, at least thirty (30) calendar days prior to expiration of the Term as applicable or immediately upon an earlier termination of this

Agreement, a pro rata amount of the tax obligation, together with sales tax, for the calendar year in which such expiration or earlier termination occurs ("Exit Year"), provided that the tax obligation for such year has not been previously paid. In the event the actual tax obligation for the Exit Year has not yet been determined, then the amount due to COUNTY shall be estimated based on the tax obligation levied and assessed against the Leased Premises and improvements thereon for the prior calendar year. Thereafter, if the estimated amount paid by SOL based on the prior year's obligation is less than the actual tax obligation for the Exit Year, then SOL shall pay the shortfall to COUNTY within fifteen (15) calendar days after written demand therefor is made. If the estimated amount paid by SOL based on the prior year's obligation is greater than the actual tax obligation for the Exit Year, then COUNTY shall refund the overpayment amount to SOL in accordance with applicable state and local laws.

C. The provisions of this section shall survive the termination or expiration of this Agreement.

10. UTILITIES

A. GENERALLY

COUNTY shall provide only such utilities, i.e., water and sewer hook-ups and other services to the Leased Premises, as it is required to provide under the terms and conditions of this Agreement. COUNTY shall not be obligated to perform or furnish any other services in connection with the Leased Premises, or any services at any time while SOL is in default hereunder, after the period to cure such default has expired. No failure, delay, or interruption in supplying electric services or other utilities to the Leased Premises shall be construed as an eviction of SOL, or grounds for any abatement of rental payments required to be made hereunder or a claim by SOL against COUNTY for

damages, except where such failure, delay, or interruption is directly caused by a negligent act or omission of COUNTY. In such event, SOL shall be entitled to an abatement of rental payments required to be made hereunder, only for the period of time of the failure, delay, or interruption in supplying electric services or other utilities for the Leased Premises.

B. CHARGES

SOL shall make arrangements directly with the utility company for electric service to the Leased Premises, and shall pay the utility company directly for all such charges, including applicable Florida sales tax. Notwithstanding, SOL shall be billed monthly by COUNTY for its pro rata share of electrical service for the high-mast lights serving the Leased Premises and for its use of any COUNTY-owned reefer plugs on the Leased Premises, in addition to applicable sales tax on all such electrical service.

Additionally, if COUNTY determines that SOL is utilizing water on the Leased Premises, COUNTY, or any other entity providing such service, shall bill SOL directly each month for all charges associated with such water use, including Florida sales tax.

11. RIGHT TO INSPECT

A. INSPECTION

COUNTY, by its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times to enter upon the Leased Premises to inspect same for any reason in order to make inquiry or ascertain whether SOL is complying with the terms of this Agreement, and the doing of any act or thing that COUNTY may be obligated or have the right to do under this Agreement or otherwise.

B. REPAIR

Without limiting the generality of the foregoing, COUNTY, and its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right, at COUNTY's own cost and expense, for COUNTY's own benefit or for the benefit of others at Port Everglades, to maintain existing and future utility, mechanical, electrical, and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements, or alterations thereto. COUNTY shall have the right to construct or install over, in or under the Leased Premises, such utility, mechanical, electrical, and other systems or parts thereof and in connection with such maintenance, and repair, use the Leased Premises for access to other parts of Port Everglades otherwise not conveniently accessible; provided, however, that in the exercise of its right of access, COUNTY shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by SOL.

C. REMOVAL OF OBSTRUCTIONS

In the event that any personal property of SOL shall obstruct the access of COUNTY, its officers, employees, agents, or contractors to any of the existing or future utility, mechanical, electrical, and other systems and thus shall interfere with the inspection, maintenance, or repair of any such system, SOL shall remove such property, as directed by COUNTY's Port Everglades Department Chief Executive/Port Director or designee, in order that access may be had to the system or part thereof for its inspection, maintenance, or repair, and if SOL shall fail to so remove such property after such direction, COUNTY's Port Everglades Department may remove it and SOL hereby agrees to pay all COUNTY's costs for the removal upon demand.

D. NO EVICTION CONSTRUED

The exercise of any or all of the foregoing rights by COUNTY shall not be construed to be an eviction of SOL nor be grounds for any abatement of payments required hereunder by SOL, nor the basis for SOL to make any claim or demand for damages, consequential or otherwise, against COUNTY.

12. INSOLVENCY

If SOL becomes insolvent or bankruptcy proceedings are begun by or against SOL, and within thirty (30) days thereof SOL fails to secure a discharge thereof, or if SOL should make an assignment for the benefit of creditors before the end of the Term of this Agreement, COUNTY is hereby irrevocably authorized, at its option, to forthwith cancel this Agreement. COUNTY may elect to accept rent and other required compensation from the receiver, trustee, or other judicial officer during the term of their authority in their fiduciary capacity, without affecting COUNTY's rights under this Agreement, but no receiver, trustee, or other judicial officer shall have any right, title, or interest in the Demised Premises.

13. MAINTENANCE AND REPAIR OF PREMISES

A. SOL'S RESPONSIBILITIES

SOL hereby accepts the Leased Premises in its then present condition as of the date it takes occupancy, and as more particularly described in the environmental baseline report(s) attached hereto as Exhibit "D," and agrees to maintain the Leased Premises in the same condition, i.e., clean, sanitary and in good working order as exists on said dates, excepting only reasonable wear and tear arising from SOL's use thereof pursuant to the terms and conditions of this Agreement. SOL shall assume the entire responsibility and shall relieve COUNTY (except as provided in Subparagraph B of this

article) from responsibility for all repair and maintenance whatsoever of the Leased Premises (which shall include, without limitation, all improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural, or otherwise. SOL shall, at all times, keep the Leased Premises in good, tenantable, useable condition, and without limiting the generality thereof, shall:

- 1) Maintain the Leased Premises in a safe and neat manner, free from garbage, debris, or other unsightly or unsanitary waste matter (whether solid or liquid). Any of such garbage, debris, or other waste matter as may be temporarily stored in the open shall be kept in suitable garbage and waste receptacles. SOL shall use extreme care when effecting removal of all such waste matter, and shall comply with all laws, ordinances, rules, regulations, and procedures of all applicable governmental authorities in so doing.
- 2) Maintain the Leased Premises in a clean, orderly, and safe condition so as to avoid injury to persons and property.
- 3) Repair any damage to the paving or other surface of the Leased Premises caused by overloading or any oil, gasoline, grease, lubricants, or other liquids or substances having a corrosive or detrimental effect thereon.
- 4) Provide and maintain all obstruction lights and similar devices, fire protection, safety equipment, and all other equipment of every kind and nature required by all laws, rules, orders, ordinances, resolutions, or regulations of all applicable governmental authorities.
- 5) Repair all damage to the Leased Premises including, but not limited to, all fencing, reefer plugs, gates, lighting, or pavement within thirty (30)

calendar days which is the result of any act, omission, negligence, or willful misconduct on the part of SOL, its employees, agents, contractors, or invitees.

In the event SOL fails in any material respect to: (i) commence curative action to maintain, clean, repair, replace, rebuild, or paint within a period of thirty (30) calendar days (except seven (7) calendar days for maintenance items) after notice from COUNTY's Port Everglades Department Chief Executive/Port Director or designee to do so is sent; or (ii) continue to completion in a diligent manner, the maintenance, repair, replacement, rebuilding, or painting of the Leased Premises required to be maintained, repaired, replaced, rebuilt, or painted under the terms of this Agreement, then COUNTY's Port Everglades Department may, at its option, and in addition to any other remedies that may be available to it, maintain, repair, replace, rebuild, or paint all or any part of the Leased Premises included in the said notice and all costs and expenses associated therewith shall be payable by SOL to COUNTY within fifteen (15) calendar days after written demand therefor is sent.

B. COUNTY'S RESPONSIBILITY

COUNTY, at its sole expense, shall maintain and repair all underground utilities, high mast lighting, and repair container yard pavement due to normal wear and tear, which are now or may be subsequently located at the Leased Premises; provided, however, that for repairs necessitated by any act, omission, negligence, or willful misconduct on the part of SOL, its employees, agents, contractors, or invitees, SOL, at COUNTY's option, shall make all such repairs or reimburse COUNTY within fifteen (15) calendar days after written demand therefor is sent. COUNTY's Port Everglades Department Chief Executive/Port Director or designee shall provide SOL with immediate notice of any and all spills, leaks, or discharges of any size whatsoever of Pollutants (as

defined in Article 27 herein) occurring on COUNTY-owned property adjacent to the Leased Premises. COUNTY's notice obligation to SOL is expressly conditioned on COUNTY having actual knowledge of any such spill, leak, or discharge. COUNTY shall take immediate action to enforce its contractual rights and remedies against any third party responsible for any spill, leak, and/or discharge of Pollutants (as defined in Article 27 herein) on COUNTY-owned property adjacent to the Leased Premises. Such remedies include the immediate containment, removal, and abatement of such Pollutants by the third party to the satisfaction of COUNTY and any court or regulatory authority having jurisdiction over the spill, leak, and/or discharge.

14. INSURANCE

A. SOL shall maintain, at its sole cost and expense at all times during the Term of this Agreement, the insurance coverages set forth in this article. Such policies shall be issued by U.S. Treasury approved companies authorized to do business in the state of Florida, with a minimum A.M. Best Company Rating Guide rating of A-. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. In the case of coverage for U.S. Longshore & Harbor Workers' Compensation Act, insurance may be through a group self-insurer authorized to provide such coverage by the U.S. Department of Labor. SOL shall be responsible for any policy deductibles or self-insured retentions. SOL shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming "Broward County" as an additional insured on a primary and noncontributory basis under the General Liability Policy, as well as on any Excess Liability Policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

1) Commercial Liability Insurance. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage liability, and Five Million Dollars (\$5,000,000) per aggregate including coverage for:

Premises and/or operations.

Independent contractors.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury.

2) Business Automobile Liability. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage.

3) Excess Liability/Umbrella Policy with minimum limits of Five Million Dollars (\$5,000,000) each occurrence. Broward County shall be named as an additional insured unless policy provides coverage on a true and pure follow-form basis.

4) Workers' Compensation Insurance. Workers' Compensation Insurance shall apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the state of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000) each accident.

5) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshore & Harbor Workers' Compensation Act and Jones Act.

6) Environmental Impairment Liability. Environmental Impairment Liability with clean-up costs and including coverage for sudden and accidental pollution releases with minimum limits of One Million Dollars (\$1,000,000) per claim, subject to a maximum deductible of One Hundred Thousand Dollars (\$100,000) per claim. Such a policy shall include a Two Million Dollar (\$2,000,000) annual policy aggregate. Coverage shall remain in force for three (3) years after the expiration date of this Agreement, and name Broward County as additional insured.

In the event Environmental Impairment Liability Coverage cannot be purchased, SOL may elect one of the following options:

a) Self-Insurance (in compliance with applicable state and federal laws, rules, and regulations) in the minimum amount of Two Million Dollars (\$2,000,000) certified by SOL's Chief Financial Officer. SOL's Chief Financial Officer shall provide not less than thirty (30) calendar days' prior notice to COUNTY in the event self-insurance funds are reduced below the specified limit. The certification shall warrant such notice and shall be in form and substance satisfactory to COUNTY's Port Everglades Department Chief Executive/Port Director or designee; or

b) SOL shall provide COUNTY with an irrevocable letter of credit drawn on a bank approved by COUNTY's Port Everglades Department or a financial guaranty bond in the amount of Two Million

Dollars (\$2,000,000) specifically based on the conditions and performance of this Agreement. COUNTY's Port Everglades Department Chief Executive/Port Director's or designee's prior written approval must be obtained by SOL as to the form and substance of the letter of credit or bond, and the financial institution issuing the letter of credit or bond. The surety underwriting the letter of credit or bond shall maintain a minimum rating of A- by A.M. Best Company Rating Guide, and must be admitted to conduct business in the continental United States.

B. SOL shall furnish to COUNTY's Port Everglades Department proof of insurance in the form of a Certificate of Insurance and endorsements, evidencing the insurance coverage specified by this article upon execution of this Agreement. SOL's failure to provide proof of insurance to COUNTY's Port Everglades Department shall constitute a default of this Agreement by SOL.

C. Coverage is not to cease and is to remain in force until all performance required of SOL is completed. A certified copy of any policy required by this article shall be provided to COUNTY's Port Everglades Department upon request. COUNTY's Port Everglades Department shall be notified within thirty (30) calendar days of any cancellation or restriction of coverage. If any of the insurance coverage will expire prior to the Term of this Agreement, evidence of policy renewal shall be furnished upon expiration.

D. COUNTY's Port Everglades Department reserves the right to review and revise any of SOL's insurance requirements over the Term hereof, including, but not limited to, deductibles, limits, coverage, and endorsements. COUNTY's Port

Everglades Department shall provide SOL with thirty (30) calendar days' prior written notice of any required revisions to existing insurance requirements.

15. ASSIGNMENT; SUBLETTING; SUBORDINATION

A. COUNTY CONSENT REQUIREMENTS; FACTORS AND STANDARDS

SOL shall not (i) sublet the Leased Premises or any part thereof; or (ii) permit any transfer, assignment, pledge, or encumbrance of this Agreement; or (iii) transfer, assign, pledge, or otherwise encumber or subordinate this Agreement or any rights or obligations hereunder; or (iv) allow same to be assigned by operation of law or otherwise (any such action being called an "Assignment") without COUNTY's Board of County Commissioners' prior written consent, which consent may be granted or withheld by COUNTY's Board of County Commissioners in the exercise of its sole discretion and conditioned upon such additional terms and conditions as COUNTY's Board of County Commissioners deems necessary. The factors upon which COUNTY's Board of County Commissioners may base its decision on whether to grant such consent shall include, but not be limited to: (i) an assessment of whether the proposed assignee meets standards of creditworthiness, (ii) whether the Leased Premises will be used in connection with the maritime industry for the purposes described herein, and (iii) an assessment of the ability of the proposed assignee to perform the obligations under this Agreement. In the event of any request for an Assignment by SOL, the proposed assignee shall be required to execute a written assumption agreement, agreeing to assume and abide by all of the terms and provisions of this Agreement, which assumption agreement must be acceptable to COUNTY's Board of County Commissioners. All COUNTY consents required under this article shall not be

unreasonably withheld. In no case will an Assignment be granted if a default by SOL shall have occurred and remain uncured.

B. NO RELEASE

In the event of any Assignment, SOL shall not be released of any liability hereunder. COUNTY, as a condition of approving an Assignment, may increase the rent and fees payable hereunder, and may require modification of any other terms or conditions of this Agreement and/or execution of additional documents, including an irrevocable Guaranty of Payment and Performance by the proposed Assignor.

C. CHANGE IN SOL'S STATUS

For the purposes of this article, an "Assignment" shall include (i) any transfer of this Agreement by merger, consolidation, or liquidation or by operation of law; or (ii) if SOL is a corporation, any change in control or ownership or power to vote a majority of the outstanding voting stock of SOL (whether occurring as a result of a single transaction or as a result of a series of transactions); or (iii) if SOL is a limited or a general partnership or joint venture, any transfer of an interest in the partnership or joint venture (or a transfer of an interest in a corporate general partner or corporate joint venture) that results in a change in control or ownership of such limited or general partnership or joint venture from those controlling or owning such limited or general partnership interest or joint venture interest (whether occurring as a result of a single transaction or as a result of a series of transactions); or (iv) if SOL is a limited liability company, any transfer of a membership interest in the limited liability company that results in a change in control or ownership of such limited liability company from those controlling or owning such membership interest (whether occurring as a result of a single transaction or as a result of a series of transactions).

Notwithstanding the foregoing, the following shall not be deemed an Assignment for purposes of this article: (i) a transfer of stock or interests in SOL among its current (as of the date this Agreement was approved by COUNTY's Board of County Commissioners) owners and/or their immediate affiliates; or (ii) a transfer of stock or interests in SOL resulting from the death of a stockholder, member, partner, or joint venturer; or (iii) any transfers of stock in SOL which stock is publicly traded on a national stock exchange.

D. VOIDING OF ASSIGNMENT OR SUBLEASE; RIGHT TO COLLECT RENT

In the event SOL shall take any action specified under this article without COUNTY's Board of County Commissioners' prior written consent, then any such Assignment shall be null and void, and of no force or effect, and in addition to all other available remedies, COUNTY's Board of County Commissioners shall be entitled to immediately terminate this Agreement. In no case may the activities, uses, privileges, and obligations authorized herein regarding the Leased Premises or any portion thereof be assigned for any period or periods after a default shall have occurred hereunder and remain uncured.

In addition, if the Leased Premises are occupied by any entity without COUNTY's prior written consent in violation of this article, then COUNTY may collect rent from the assignee, sublessee, or any party who claims a right to this Agreement or who occupies the Leased Premises, and COUNTY's Port Everglades Department shall apply the net amount collected to the rent herein reserved; however, no such collection shall be deemed a waiver by COUNTY of the provisions of this article or any acceptance by

COUNTY of any assignee, sublessee, or any party who claims a right to this Agreement or who occupies the Leased Premises.

E. SUBORDINATE TO COUNTY

SOL acknowledges and agrees that each sublessee of SOL is subject to all of the terms and provisions of this Agreement, including, but not limited to, the requirement that each such sublessee must comply with all federal, state, and local laws, ordinances, rules, regulations, and orders in effect, which are applicable to the operations being conducted on, and the use and enjoyment of the Leased Premises by the sublessee. Notwithstanding any sublease of the Leased Premises to which COUNTY has consented as provided herein, SOL shall remain responsible for insuring that each and every term and provision of this Agreement is abided by and complied with and, in that regard, any failure by a sublessee to abide by and/or comply with any term or provisions of this Agreement shall be deemed a default hereunder, entitling COUNTY to any and all remedies available hereunder and pursuant to applicable Florida law. Each sublease of the Leased Premises to which COUNTY has consented as provided herein shall be subordinate in all respects to all the terms and provisions of this Agreement and upon any termination or expiration of this Agreement, each sublease of the Leased Premises shall also terminate or expire contemporaneously on the effective termination date or expiration date of this Agreement.

F. MORTGAGE ON LEASEHOLD

No mortgage of this Agreement shall be binding upon COUNTY without the prior written consent of COUNTY's Board of County Commissioners. However, COUNTY will accept performance or payment by the holder of any leasehold mortgage to which COUNTY's Board of County Commissioners has consented, of any term and condition

of this Agreement required to be made by SOL, with the same force and effect as though performed by SOL, if at the time of such performance or payment, COUNTY shall be furnished with evidence satisfactory to COUNTY's Port Everglades Department, of the interest in the leased property claimed by the person or entity tendering such performance or payment. The holder of such leasehold mortgage shall have ten (10) additional calendar days after the date on which COUNTY's Board of County Commissioners may otherwise terminate this Agreement as to the defaulting SOL, to cure any default in the payment of rent or other additional sums required to be paid under this Agreement and thirty (30) additional calendar days after the date on which COUNTY's Board of County Commissioners may otherwise terminate this Agreement as to the defaulting SOL to cure any other nonmonetary default hereunder. In no event shall an approved leasehold mortgagee sell, assign, transfer, convey, or otherwise dispose of its interest in this Agreement to a third party without the prior written consent of COUNTY's Board of County Commissioners.

COUNTY's Port Everglades Department Chief Executive/Port Director or designee shall, from time to time, upon reasonable written request, provide a leasehold mortgagee or SOL with an estoppel certificate stating whether SOL is in default hereunder, whether this Agreement is in full force and effect, and whether this Agreement has been modified. Notwithstanding any consent provided by COUNTY hereunder, no Assignment shall give SOL or its assignee or leasehold mortgagee any lien or encumbrance upon the fee simple ownership interest in the Leased Premises which is vested in COUNTY.

When giving notice to SOL with respect to any default under the provisions of this Agreement, COUNTY's Port Everglades Department Chief Executive/Port Director or

designee shall also serve as copy of such notice upon the approved leasehold mortgagee by certified mail, return receipt requested, or any other method of delivery which can be confirmed and verified, to the leasehold mortgagee at the address set forth in the approved leasehold mortgage. It is SOL's responsibility and the approved leasehold mortgagee's responsibility to ensure that COUNTY's Port Everglades Department has both SOL's and the approved leasehold mortgagee's correct and current mailing address.

Upon the happening of any default and receipt of notice of default from COUNTY's Port Everglades Department Chief Executive/Port Director or designee, SOL will promptly notify the approved leasehold mortgagee in writing of such occurrence and shall state in the written notice what action has been or will be taken by SOL to cure the default. SOL shall also promptly provide COUNTY's Port Everglades Department Chief Executive/Port Director or designee with a copy of the written notice provided to the approved leasehold mortgagee.

16. APPLICABILITY OF TARIFF

Except as otherwise provided herein, SOL, in its use of COUNTY-owned property and facilities and its utilization of services at Port Everglades, shall comply with and be governed by all provisions of Port Everglades Tariff, amendments thereto or reissues thereof, herein also referred to as "Port Everglades Tariff" or "Tariff."

17. INDEMNITY

SOL shall at all times hereafter indemnify, hold harmless and, at the option of the Broward County Attorney, defend or pay for an attorney selected by the Broward County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all claims, demands, fines, losses, liabilities, penalties, and

expenditures of any kind, including, without limitation, reasonable attorney fees, court costs, and expenses, caused by an intentional or negligent act or omission of SOL, its employee(s), agent(s), servant(s), or officer(s), or accruing, resulting from, or arising from the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries, sickness, or death of person(s) or damages sustained to property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. SOL agrees to bind its sublessee(s) and every terminal user on the Leased Premises, contractor, subcontractor, and consultant it employs for the performance of its obligations hereunder, to the applicable terms and conditions of this Agreement, including this indemnity provision for the benefit of COUNTY. To the extent considered necessary by COUNTY's Port Everglades Department Chief Executive/Port Director and the Broward County Attorney, any sums due SOL under this Agreement (including, without limitation, the Payment Bond) may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; any amount retained shall not be subject to payment of interest by COUNTY.

18. DEFAULT AND TERMINATION

A. TERMINATION AFTER NOTICE

If any one or more of the following Triggering Events defined in subsection B. below shall occur, or at any time thereafter during the continuance of such event, same shall be an event of default under this Agreement and COUNTY, by its Board of County Commissioners, may at its option, immediately terminate this Agreement and all rights of SOL hereunder.

In the event of any termination by COUNTY, SOL shall have no further rights under this Agreement and shall cease forthwith all operations upon the Leased Premises and further covenants and agrees to yield and deliver peaceably and promptly to COUNTY possession of the Leased Premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise. COUNTY, its agents, employees, and representatives shall have the right to enter the Leased Premises and remove all property therefrom, and to accelerate and declare immediately due and payable all unpaid rents and other sums required to be paid under this Agreement. In addition, SOL shall be liable for all damages incurred by COUNTY in connection with SOL's default or the termination of this Agreement upon such a default, including without limitation, all direct damages, such as collection costs and reasonable attorney's fees, as well as indirect, consequential, and all other damages whatsoever. The exercise by COUNTY of its right of termination shall be without prejudice to and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No remedy herein confirmed upon or reserved to COUNTY is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative.

B. TRIGGERING EVENTS

Any one or more of the following events shall constitute a Triggering Event:

- 1) SOL voluntarily abandons, deserts, or vacates the Leased Premises with the intent to discontinue its operations at Port Everglades for a period of thirty (30) consecutive calendar days; or

2) Any lien, claim, or other encumbrance that is filed against the Leased Premises is not removed within thirty (30) calendar days after SOL has received notice thereof; or

3) SOL fails to pay rent when due to COUNTY and continues in its failure to pay rent for a period of fifteen (15) calendar days following the date written notice to cure nonpayment is given to SOL by COUNTY's Port Everglades Department; or

4) SOL fails to make any other payment required hereunder when due to COUNTY, and continues in its failure to make any such other payment required hereunder, for a period of fifteen (15) calendar days following the date written notice to cure nonpayment is given to SOL by COUNTY's Port Everglades Department; or

5) SOL takes any action described by Article 15 hereof without the prior written consent of COUNTY; or

6) The discovery of any material misrepresentation or fraudulent statement made to COUNTY in connection with any lease or other application or forms submitted to COUNTY in connection with this Agreement or the Leased Premises, following written notice by COUNTY's Port Everglades Department and a failure by SOL to explain the matter to COUNTY's Port Everglades Department's satisfaction within thirty (30) calendar days; or

7) SOL fails to keep, perform, and observe each and every nonmonetary promise, covenant, and term set forth in this Agreement on its part to be kept, performed, or observed within thirty (30) calendar days after written notice to cure is sent by COUNTY's Port Everglades Department (except where

fulfillment of its obligation requires activity over a greater period of time and SOL commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after notice is sent and continues such performance without interruption); or

8) By or pursuant to, or under authority of, any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of SOL, and such possession or control shall continue in effect for a period of thirty (30) calendar days; or

9) Any business is conducted, or service is performed, or product is sold from the Leased Premises that is not specifically authorized by this Agreement, and such activity does not cease within ten (10) calendar days after SOL's receipt of written notice by COUNTY's Port Everglades Department to that effect.

C. Then upon the occurrence of any event set forth in subsection (B) hereinabove, or at any time thereafter during the continuance thereof, COUNTY, by its Board of County Commissioners, may, at its option, immediately terminate this Agreement and all rights of SOL hereunder. COUNTY's Port Everglades Department Chief Executive/Port Director shall provide SOL with notice of the effective termination date in writing. In the event of any such termination, SOL and its sublessee(s) shall immediately quit and surrender the Leased Premises to COUNTY and shall cease operations at Port Everglades. Any such termination shall be without prejudice to any remedy for arrears of payments due hereunder or breach of covenant, or damages for

the balance of the rent and minimum guaranteed payments payable hereunder through the Term of this Agreement, or any other damages or remedies whatsoever at law or in equity available to COUNTY.

D. HABITUAL DEFAULT

Notwithstanding the foregoing, in the event SOL defaults in the performance of any of the terms, covenants, and conditions required herein to be kept and performed by SOL two (2) or more times in two (2) consecutive months, and regardless of whether SOL has cured each individual condition of default, SOL may be determined by COUNTY's Port Everglades Department Chief Executive/Port Director or designee to be a "habitual violator." At the time that such determination is made, SOL shall be sent a written notice by COUNTY's Port Everglades Department Chief Executive/Port Director or designee advising of such determination and citing the circumstances therefor. The notice shall also advise SOL that there shall be no further notice or grace periods to correct any subsequent default(s), and that any subsequent default(s) of whatever nature, taken with all previous default(s), shall be considered cumulative and collectively, and shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent default(s), COUNTY, by its Board of County Commissioners, may terminate this Agreement. COUNTY's Port Everglades Department Chief Executive/Port Director shall provide written notice to SOL of the effective termination date.

E. TERMINATION WITHOUT NOTICE

The occurrence of any of the following during the Term hereof shall immediately confer upon COUNTY's Board of County Commissioners, in its sole discretion, the right to terminate this Agreement without notice:

1) SOL or an officer, director, executive, partner, member, shareholder, employee, or agent who is active in the management of SOL is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (i) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended; or (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds; or (iii) involves an act of moral turpitude meaning conduct or acts that tend to degrade principals or owners in society or bring them into public hatred, contempt, scorn, or ridicule, or that tends to shock, insult, or offend the community or ridicule public morals or decency or harm the image of COUNTY by virtue of its association with SOL; or (iv) results in a felony conviction. SOL understands and agrees that neither the resignation nor the termination of the offending person impairs COUNTY's right to terminate this Agreement without notice under this section; or

2) Suspension or revocation of SOL's operations by a governmental unit or agency having jurisdiction over the Leased Premises and/or the business being conducted thereon, regardless of the length of such suspension or revocation.

F. NO WAIVER AND CUMULATIVE RIGHTS

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any default of a provision of this Agreement shall not be deemed a waiver of any

subsequent default and shall not be construed to be a modification of the terms of this Agreement. COUNTY and SOL agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material provision hereof.

The rights of termination described above shall be in addition to any other rights provided in this Agreement and in addition to any rights and remedies that COUNTY has at law or in equity.

19. NOTICES

A. All notices required by this Agreement or by law shall be given in writing and shall be sent by registered or certified mail by depositing same in the United States Mail in the continental United States, postage prepaid, or by hand delivery or by overnight courier. Any notice mailed as provided hereunder shall be deemed effective and served as of the date of the mailing. Any notice given by hand delivery or overnight courier shall be deemed effective and served as of the date of delivery. COUNTY and SOL shall have the right, by giving written notice to the other, to change the address to which notices are to be mailed or delivered. Until any such change is made, notice(s) shall be mailed or delivered to:

FOR COUNTY:

Broward County's Port Everglades Dept.
ATTN: Chief Executive/Port Director
1850 Eller Drive
Fort Lauderdale, Florida 33316

FOR SOL SHIPPING SERVICES, INC.:

Enda Walsh, President
1751 SW 8th Street
Pompano Beach, Florida 33069

B. Any notices that shall be sent to SOL shall also be sent to any approved leasehold mortgagee at the address set forth in the leasehold mortgage on file with COUNTY's Port Everglades Department, which address may change in the manner

provided below. It is the responsibility of SOL and the approved leasehold mortgagee to ensure that the addresses on file with COUNTY's Port Everglades Department are and remain current. COUNTY's Port Everglades Department Chief Executive/Port Director or designee will send notices to the last address on file for both SOL and the approved leasehold mortgagee. COUNTY shall not be held liable or be deemed to waive any of its rights in this Agreement for notices not received by SOL or its approved leasehold mortgagee, provided proof of attempted delivery is made available to SOL.

C. SOL shall be required to notify COUNTY's Port Everglades Department, in writing, whenever there is a change in the address of SOL and its approved leasehold mortgagee (to the place) for which notice is to be sent (giving notice), as required herein. In the event SOL fails to maintain current addresses on record with COUNTY's Port Everglades Department as required herein, COUNTY shall be deemed to have notified SOL and its approved leasehold mortgagee by using the last known addresses on record, and COUNTY shall not have any responsibility or obligation to investigate the validity of the addresses that SOL has provided. As a result, SOL agrees to indemnify and hold COUNTY harmless and defend COUNTY from any action, claim, demand, occurrence, or nonoccurrence as a result of SOL and its leasehold mortgagee not receiving notice due to SOL's failure to update the addresses for notification.

20. APPLICABLE LAW, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **TO**

ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION THAT MAY ARISE HEREUNDER, EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY SUCH LITIGATION.

21. RIGHT TO CONSTRUCT AND PERMIT RESPONSIBILITIES

A. If at any time during the Term of this Agreement, it is necessary for COUNTY's Port Everglades Department to enter the Leased Premises for the purposes of constructing utility or pipeline facilities or making repairs or other needed improvements, SOL agrees that COUNTY's Port Everglades Department and its contractors may enter the Leased Premises for such purposes, during reasonable hours and under conditions that will not unreasonably interfere with SOL's use of the Leased Premises.

B. SOL, at its sole expense, shall obtain all required approvals, including, but not limited to, construction, use and environmental permits, licenses, etc., from all agencies having jurisdiction over the Leased Premises for SOL's proposed improvements and uses, including, but not limited to, departments, divisions, or offices of the City of Hollywood, Broward County, the State of Florida, and the federal government. SOL expressly agrees to obtain all such permits and approvals (including, but not limited to, a National Environmental Pollution Discharge Elimination System permit and a Stormwater Pollution Prevention Plan) as required by the regulating agencies prior to its performance of any cleaning activities on the Leased Premises, and agrees that it shall, at its sole expense, install any facilities (such as oil/water storm water separating systems) which may be required by said agencies, provided further that all requirements of Article 32 herein are met regarding improvements on the Leased Premises. Additionally, SOL, at its sole expense, shall pay all license and

permit fees and charges for the conduct of any business on the Leased Premises before such amounts become delinquent, and obtain and keep in full force and effect over the Term hereof, all applicable governmental licenses and permits required to occupy and operate SOL's business on the Leased Premises.

SOL understands that it is solely responsible for obtaining all of the required permits, licenses, etc., for SOL's proposed improvements and uses; however, COUNTY, in its capacity as owner of the Leased Premises, agrees to cooperate fully with SOL's efforts to obtain such permits, licenses, etc., and in order to facilitate same, agrees to sign appropriate documents that require the signature of the property owner.

SOL hereby releases and discharges COUNTY of and from any and all claims, demands, or causes of action which SOL may now or at any time hereafter have against COUNTY relating in any way to or stemming from SOL's inability or failure to obtain all the necessary permits, licenses, etc. (whether due to the condition of the Leased Premises or otherwise).

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

A. PER CONTAINER (SHIPMOVES) RATES

Effective November 1, 2017, COUNTY and SOL acknowledge and agree to the per container (shipmoves) rate schedule attached hereto as Composite Exhibit "B." These rates do not include Port Everglades Tariff charges for breakbulk cargo, ship and container security fees, electricity, water, line handling services, container crane rental charges and container crane standby charges, 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 SOL guaranteeing to COUNTY a

minimum number of container (shipmoves) for each Lease Year of this Agreement, as set forth in column C of Composite Exhibit "B." The per container (shipmoves) rates are in addition to rental payments required to be made by SOL hereunder and are in lieu of separate payment by SOL to COUNTY for dockage, container unit wharfage charges, and harbormaster fees.

B. ANNUAL ADJUSTMENT

The SOL per container (shipmoves) rate shall be adjusted annually, over the Term of this Agreement, on the annual anniversary date of the Commencement Date hereof ("Adjustment Date"). The container (shipmoves) rate shall be increased to an amount equal to the lesser of: the product of the existing container (shipmoves) rate in place during the immediately preceding Lease Year multiplied by the "CPI Multiplier," as provided hereinbelow, or three percent (3%).

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.

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. 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 Agreement without further proof of authenticity or authentication. 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, which most nearly approximates the Index first above referenced, shall govern and be substituted as the Index to be used.

C. ANNUAL MINIMUM GUARANTEE PAYMENT

1) Effective upon the Commencement Date hereof, and for each and every successive Lease Year over the Term hereof, SOL shall make Annual Minimum Guarantee Payments to COUNTY as set forth in Composite Exhibit "B" attached hereto. For the first Lease Year of this Agreement, SOL shall pay COUNTY the sum of Eight Hundred Thirty-two Thousand Dollars (\$832,000) as Minimum Guaranteed Payment ("MGP"). The Parties hereto expressly acknowledge and agree that SOL's annual MGP shall be adjusted for each and every successive Lease Year thereafter on the annual anniversary of the Commencement Date hereof in accordance with Composite Exhibit "B" attached hereto.

2) Effective on the Commencement Date hereof, and for each and every successive Lease Year over the Term hereof, SOL shall receive a discount in the amount of Ten Dollars (\$10) off the current container shipmove rate for each and every container shipmove exceeding 16,000 handled on the Leased Premises per Lease Year.

3) In addition to manifests and cargo reports required by Item 915 of the Port Everglades Tariff (which shall be provided by SOL to COUNTY's Port Everglades Department within five (5) business days of a vessel call), SOL shall report to COUNTY's Port Everglades Department on a monthly basis, the total number of container (shipmoves) throughput on the Leased Premises handled by SOL. The manifests and cargo reports shall be provided to said Department within five (5) business days following the end of each month and shall be in the form attached hereto as Exhibit "C" and made a part hereof. COUNTY's Port Everglades Department's Chief Executive/Port Director or designee reserves the right to request SOL to periodically provide COUNTY's Port Everglades Department's Finance Division with such other cargo reports/records in order to maintain its statistical database.

4) The charges for SOL's container (shipmoves) handled on the Leased Premises, and all other Port Everglades Tariff charges plus applicable Florida sales tax, will be billed by COUNTY to SOL monthly and be paid by SOL to COUNTY within thirty (30) calendar days of the date of each invoice in accordance with the billing procedures and requirements of the Port Everglades Tariff. The SOL container (shipmoves) billed by COUNTY to SOL during each Lease Year will be credited towards meeting the required MGP for the Lease Year.

5) Within forty-five (45) calendar days following the end of each Lease Year over the Term hereof, COUNTY shall invoice SOL for the MGP shortfall, if any, for the prior Lease Year. Within thirty (30) calendar days following the date of the MGP shortfall invoice from COUNTY's Port Everglades Department, SOL

shall pay COUNTY, in fulfillment of its MGP obligations, an amount equal to the MGP shortfall, between the MGP required to be paid and the actual amount paid by SOL to COUNTY for container shipmoves during the prior Lease Year.

23. SIGNAGE

A. PRIOR CONSENT

SOL will not place, suffer to be placed, or maintain on the Leased Premises any sign, awning, canopy, or advertising matter without prior written consent of COUNTY's Port Everglades Department Chief Executive/Port Director or designee, which consent shall not be unreasonably withheld. If such consent is granted by COUNTY's Port Everglades Department Chief Executive/Port Director or designee, SOL shall maintain such item(s) in good condition at all times and install same pursuant to the Port Everglades Development District Zoning Classification ("PEDD").

B. REMOVAL OF SIGNS

Upon the expiration or termination of this Agreement, SOL shall remove, obliterate, or paint out, as COUNTY's Port Everglades Department Chief Executive/Port Director or designee may direct, any and all signs on the Leased Premises and, in connection therewith, shall restore the portion of the Leased Premises affected by such signs to the same condition as the same existed prior to the placing thereon. In the event of a failure on the part of SOL to so remove, obliterate, or paint out each and every sign and to so restore the Leased Premises, COUNTY's Port Everglades Department may perform the necessary work, deduct the costs thereof from the Bond, and SOL shall pay the cost shortfall, if any, to COUNTY within fifteen (15) calendar days after written demand therefor is sent.

24. PARKING

SOL's use of parking spaces in Port Everglades shall be subject to and in accordance with COUNTY's vehicle parking regulations set forth in the Port Everglades Tariff. SOL shall be responsible for providing adequate parking facilities on the Leased Premises to include, but not be limited to, its employees, operators, and invitees.

25. SECURITY

SOL, at its sole cost, shall be responsible for security on the Leased Premises and all improvements thereon, and shall take and require others to take as required, whatever legal precautions are necessary to protect the Leased Premises, improvements thereon, and all persons and property thereon. In addition, SOL and COUNTY acknowledge that security measures at Port Everglades will be increased and that such efforts will likely impact the Leased Premises. In this regard, SOL agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security related laws, rules, and regulations (whether imposed by the United States Customs and Border Protection, the United States Coast Guard, state of Florida, or COUNTY). SOL, at its sole cost, shall be responsible for complying with all security-related measures that impact the Leased Premises, SOL and its employees, representatives, contractors, guests, and invitees. Any increased security-related measures imposed by COUNTY on SOL hereunder shall be uniformly imposed by COUNTY on similarly situated parties at Port Everglades.

26. SURRENDER AND ACCEPTANCE; REMOVAL OF PROPERTY

A. SURRENDER

SOL covenants and agrees to promptly yield and deliver peaceably to COUNTY, on the termination date or expiration date of this Agreement as applicable, the Leased Premises in good condition, reasonable wear and tear excepted.

B. ACCEPTANCE OF SURRENDER

No agreement of surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representative of COUNTY, by its Board of County Commissioners, and SOL in a document of equal dignity and formality herewith. Except as expressly provided in this Agreement, neither the doing of nor any failure to do any act or thing by any of the officers, agents, or employees of COUNTY shall be deemed an acceptance of a surrender of letting under this Agreement.

C. REMOVAL OF PROPERTY

SOL shall have the right at any time, during the Term hereof, to remove its inventories and other personal property from the Leased Premises. If SOL shall fail to remove its inventories and personal property from the Leased Premises by the termination or expiration date of this Agreement, then COUNTY shall pursue its available legal options, including, but not limited to: (i) title to same shall vest in COUNTY, at no cost to COUNTY; or (ii) COUNTY may remove such property to a public warehouse for deposit; or (iii) COUNTY may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage, and sale; and then to any sums owed by SOL to COUNTY with any balance remaining to be paid to SOL; or (iv) COUNTY's Port

Everglades Department Chief Executive/Port Director or designee may dispose of such property in a manner permitted by Florida law. If the expenses of such removal, storage, and sale shall exceed the proceeds of sale, SOL shall pay such excess to COUNTY within fifteen (15) calendar days after written demand therefor is sent. The provisions of this section shall survive the termination or expiration of this Agreement.

27. ENVIRONMENTAL IMPAIRMENT; CONTAINMENT AND REMOVAL

A. SOL acknowledges and agrees that COUNTY makes no representations or warranties whatsoever as to whether Pollutants (as hereinafter defined) exist on or under the Leased Premises or the improvements thereon in violation of any federal, state, or local law, rule or regulation or in violation of any order or directive of any federal, state, or local court or entity with jurisdiction of such matter. The term "Pollutants" refers to and includes all derivatives or by-products of any one or more of the following terms as defined by applicable local, state, or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials and wastes as are or become regulated under applicable local, state, or federal laws or regulations. SOL acknowledges, represents, and warrants to COUNTY that it has made sufficient inspection of the Leased Premises and the improvements thereon to satisfy itself as to the presence or absence of any such Pollutants. SOL shall have no liability for any preexisting environmental impairments, liabilities, or conditions related to the Leased Premises and the improvements thereon not caused by SOL, its agents, employees, or invitees. As of the Commencement Date of this Agreement, the Parties hereto acknowledge and agree that the environmental condition of the Initial Demised Premises is as set forth and described in the environmental baseline report set forth in

Exhibit "D" attached hereto and made a part hereof. The environmental baseline report for the Final Demised Premises shall be completed by COUNTY not less than thirty (30) calendar days from June 1, 2018. The environmental baseline report for the Final Demised Premises, when completed, shall be incorporated into this Agreement by reference hereto, and made a part of Exhibit "D." SOL shall not be liable for any migration of Pollutants and/or rise in the level of any Pollutants related to the Leased Premises not caused by SOL, its agents, employees, or invitees. In the event SOL is relocated to a new location as provided herein, the environmental baseline report for the Relocated Demised Premises shall be prepared by COUNTY's Port Everglades Department not less than thirty (30) calendar days from the date SOL is to take occupancy of same. The completed environmental baseline report shall be incorporated into this Agreement by reference hereto, and made a part of Exhibit "D."

B. The discharge of any Pollutants on the Leased Premises or in Port Everglades in violation of any federal, state, or local law, rule or regulation, or in violation of an order or directive of any federal, state, or local court or entity is prohibited. Any Pollutant discharge by SOL, its sublessee(s), or any of their officers, employees, contractors, subcontractors, invitees, or agents, whether committed prior to or subsequent to the date of execution of this Agreement, shall be, at SOL's expense, and upon COUNTY's Port Everglades Department Chief Executive/Port Director or designee demand, immediately contained, removed, and abated to the satisfaction of COUNTY's Port Everglades Department and any court or regulatory entity having jurisdiction of the Pollutant discharge. If SOL does not take action immediately to have such Pollutants contained, removed, and/or abated, COUNTY's Port Everglades Department may undertake the removal of the Pollutant discharge; however, any such

action by COUNTY shall not relieve SOL of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either SOL or COUNTY to contain or remove Pollutants, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or cause of the Pollutant discharge.

C. If COUNTY's Port Everglades Department arranges for the removal of any Pollutants in Port Everglades that were caused by SOL, its sublessee(s), or any of their officers, employees, contractors, subcontractors, invitees, or agents, the costs of such removal incurred by COUNTY shall be paid by SOL to COUNTY immediately upon COUNTY's Port Everglades Department written demand, with interest as is provided for under COUNTY's rules, regulations, and ordinances, including Port Everglades Tariff.

D. SOL shall not be liable for the discharge of any Pollutants caused by the negligence or willful misconduct of COUNTY. Nothing herein shall relieve SOL of its general duty to cooperate with COUNTY in ascertaining the source and containing, removing, and abating any Pollutants located at the Leased Premises. COUNTY, its employees, contractors, and agents shall have the right at all times to enter the Leased Premises for the purposes of the foregoing activities and/or conducting such environmental inspections, audits, testing, or sampling as it deems appropriate. In addition, SOL hereby agrees that upon any Assignment of this Agreement or at any time during the Term hereof, COUNTY shall have the right to have a "Phase I" audit of the Leased Premises conducted at SOL's expense, and if such "Phase I" audit indicates that further testing and/or studies should be conducted, to include, but not be limited to, soil samples and water samples, then COUNTY shall have the right to have such further testing and studies conducted at SOL's expense. SOL shall reimburse COUNTY for the

cost of such testing and studies within fifteen (15) calendar days after written demand therefor is sent.

E. In the event COUNTY's Port Everglades Department shall arrange for the removal of Pollutants on the Leased Premises that are not SOL's responsibility to correct, and if COUNTY's remediation activities prevent SOL from using the Leased Premises for its intended purposes, then from the date that the use of any portion of the Demised Premises for its intended purposes is precluded and until the date said portion again becomes available for SOL's use, rent payments shall be abated based on the current rental rate applicable to that portion of the Leased Premises rendered unusable. In no event shall SOL be entitled to claim or seek from COUNTY any amount on account of lost profits, lost rentals, or other direct or consequential damages as a result of COUNTY's remediation activities.

F. The provisions of this section shall survive the expiration or termination of this Agreement.

28. INGRESS AND EGRESS

SOL, its sublessee(s), invitees, licensees, agents, guests, contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress via appropriate public ways to be used in common with others having rights of passage within Port Everglades, provided that COUNTY's Port Everglades Department may, from time to time, substitute other suitable means (considering SOL's business operations) of ingress and egress, so long as an alternate adequate means of ingress and egress is available.

COUNTY's Port Everglades Department may, at any time, temporarily or permanently close or request the closing of any such street, roadway, and/or other area

at Port Everglades presently or hereafter used as such, so long as an alternate adequate means of ingress and egress is made available to the Leased Premises (considering SOL's business operations). SOL hereby releases and discharges COUNTY, its successors and assigns, of and from any and all claims, demands, or causes of action which SOL may now or at any time hereafter have against COUNTY arising or alleged to arise out of the temporary or permanent closing of any street, roadway, or other area used as such, whether within or outside Port Everglades, provided that COUNTY makes available to the Leased Premises, an adequate means of ingress and egress (considering SOL's business operations).

29. EASEMENT(S)

COUNTY reserves the right to maintain such easements on the Leased Premises as may now or in the future be determined to be necessary to serve the needs of Port Everglades, and SOL agrees to take the Leased Premises subject to said easement requirements. Such easements will be used for, among other things, ingress and egress for other Port users, the installation of water distribution, sewage collection, underground electrical and telephone conduits, above ground street lighting, and power poles. However, it is understood and agreed that COUNTY will restore any improvements that SOL has made on the Leased Premises, if such improvements are damaged by any installation made by COUNTY. Furthermore, COUNTY's Port Everglades Department shall take reasonable steps to ensure that any such installation work be the least disruptive to SOL's operations.

30. TARIFF CHARGES

A. Except as otherwise provided herein, nothing contained in this Agreement shall be construed to confer upon SOL and its third-party user(s) of its facilities and

services, any special right with respect to the payment of charges imposed by the Port Everglades Tariff. Except as otherwise provided herein, SOL shall pay COUNTY for the utilization of all facilities and services at Port Everglades in accordance with the charges and rates imposed by the Port Everglades Tariff.

B. SOL shall receive a fifteen percent (15%) discount off the Port Everglades Tariff rates for container crane rental charges and container crane standby charges.

31. SOL'S OBLIGATIONS

SOL shall, at its sole expense:

A. Observe and obey, and require its employees, guests, invitees, and those doing business with it, to observe and obey such reasonable rules and regulations of COUNTY (including amendments and supplements thereto) governing the conduct and operations of SOL and others on the Leased Premises as may from time to time be promulgated.

B. Obtain all required licenses and/or permits and pay all applicable fees and/or charges for the conduct of SOL's business on and use of the Leased Premises.

C. Not cause or permit any welding or burning on the Leased Premises until all required permits have been obtained from COUNTY, the City of Hollywood, Florida, and the United States Coast Guard.

D. Not overload any paved area on the Leased Premises and repair any paved area damaged by such overloading.

E. Provide COUNTY's Port Everglades Department with immediate notice of any and all spills, leaks, or discharges of any size whatsoever of Pollutants (as defined in Article 27 herein) arising from its operations on and/or use of the Leased Premises or in Port Everglades, and further provide COUNTY's Port Everglades Department with not

less than one (1) business day prior written notice of all curative measures, remediation efforts, and/or monitoring activities to be effectuated by SOL.

F. As required by applicable laws, provide the relevant regulatory authorities with notice of any and all spills, leaks, or discharges of Pollutants on the Leased Premises or in Port Everglades, and have an updated contingency plan in effect for such spills, leaks, or discharges.

G. Provide COUNTY's Port Everglades Department the right and ability to inspect all documents relating in any way to the Leased Premises and all activities thereon, including, but not limited to, writings regarding environmental issues, remediation efforts, (such as manifests evidencing proper transportation and disposal of Pollutants, site assessments, sampling, and test results, etc.).

H. Queue truck traffic within the marine terminal facility to avoid, to the greatest extent possible, truck traffic queue on public roads and rights of way within Port Everglades.

I. Comply with all applicable written COUNTY's Port Everglades Department policy statements and directives ("Port Everglades Security Program") and all applicable federal, state, and local legal requirements, including without limitation, the following:

SOL shall be responsible for compliance with federal, state, and local laws, rules and regulations, and such laws and regulations as may be imposed from time to time by the U.S. Coast Guard, U.S. Customs and Border Protection, Broward Sheriff's Office, or other federal or state or local agencies, and by COUNTY, with respect to seaport security, immigration, drug interdiction, and other import and export controls. Furthermore, SOL, at its sole cost, shall be responsible for complying with all applicable federal, state, and local security-related measures placed on the Leased Premises.

SOL shall cause its employees, representatives, business invitees, subcontractors, and guests to comply with the requirements of this section, including, but not limited to, all requirements for the Federal Transportation Worker Identification Credential ("TWIC") and any other state and local port access requirement, as applicable.

If as a result of an intentional or negligent act or omission of SOL, its subcontractors, agents, employees, business invitees, or guests, COUNTY incurs any fines and/or penalties imposed or any expense in enforcing the Port Everglades Security Program and/or any fines or penalties imposed or any expense in enforcing the rules and regulations of other applicable security agencies, then SOL agrees to pay and/or reimburse to COUNTY all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and reasonable attorney's fees incurred by COUNTY in enforcing this provision. SOL further agrees to rectify any security deficiency caused by SOL, its subcontractors, agents, employees, business invitees, or guests, or other deficiency as may be determined as such by COUNTY's Port Everglades Department Chief Executive/Port Director. In the event SOL fails to remedy any such deficiency, COUNTY's Port Everglades Department may do so at the cost and expense of SOL. COUNTY reserves the right to take whatever action is necessary to rectify any such security deficiency or other compliance deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement.

SOL acknowledges that all persons, vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave Port Everglades ("Port"). SOL acknowledges and understands that the foregoing requirements are for the protection of users of the Port and are intended to reduce incidents of cargo tampering, thefts, and other unlawful activities at the Port. For this

reason, SOL agrees that persons who will not consent to being inspected and searched shall not be employed by SOL or by SOL's subcontractor(s) in any position requiring access to the Port. SOL shall include this provision in its contracts with its subcontractors, agents, employees, and business invitees.

32. ALTERATIONS; FIXTURES; IMPROVEMENTS AND REQUIRED APPROVALS

A. GENERAL

SOL shall not design, develop, construct, nor make any improvements, alterations, modifications, or replacements to the Leased Premises or portion thereof, without the prior written consent of COUNTY's Port Everglades Department Chief Executive/Port Director or designee, which written consent shall not be unreasonably withheld. In the event any such action is taken or made without COUNTY's Port Everglades Department Chief Executive/Port Director's or designee's prior written consent, then, upon notice in writing, SOL shall remove same to COUNTY's Port Everglades Department's satisfaction. In the event SOL fails to comply with the requirements of this section, said Department may effectuate the required removal or action, and SOL 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 Leased Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Leased Premises) by SOL, or at SOL's direction, shall be and remain SOL's property until the termination of this Agreement (whether by expiration or otherwise), at which time said improvements shall, at COUNTY's Port Everglades Department's option, either (i) become COUNTY's

property and shall be surrendered with and remain on the Leased Premises, or (ii) be removed by SOL at SOL's expense. COUNTY's Port Everglades Department Chief Executive/Port Director or designee shall, at the time of his/her review and consent of SOL's improvements, alterations, modifications, or replacements to the Leased Premises, provide SOL with written notification as to whether such improvements, alterations, modifications, or replacements shall remain on the Leased Premises or be removed by SOL (at SOL's expense) at the termination of this Agreement.

C. LIENS

SOL shall not do or permit to be done anything that shall result in the imposition of any liens, claims, or encumbrances on the Leased Premises or portion thereof. If any lien or notice of lien shall be filed against the Leased Premises or portion thereof or any improvements thereon, SOL shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction within thirty (30) calendar days after notice of the filing thereof. SOL shall not be deemed to be COUNTY's agent so as to confer upon any contractor or subcontractor providing labor and/or materials to the Leased Premises, a mechanic's lien upon COUNTY's estate under the provisions of Chapter 713, Florida Statutes, as amended from time to time.

The provisions of this subsection shall not apply to any mortgage of SOL's interest in this Agreement to which COUNTY has consented as provided herein. SOL shall not create or permit any lien on any fixtures affixed to the Leased Premises without obtaining, in each instance, the prior written approval of COUNTY's Board of County Commissioners excluding, however, any purchase money security interest in any movable trade fixtures installed at the Leased Premises.

Unless COUNTY, by its Board of County Commissioners, provides otherwise in writing, all of SOL's assets that are brought onto the Leased Premises and used in connection with its business conducted on the Leased Premises shall be subject to COUNTY's landlord's lien on such assets.

D. CONSTRUCTION REQUIREMENTS

All of SOL's construction on the Leased Premises shall be performed in such a manner as to provide that SOL's improvements shall: (i) be safe and free from any hazards, and (ii) comply with all terms and provisions of this Agreement. All improvements constructed by SOL, its agents, or contractors, including, but not limited to, the plans and specifications relating to same, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations; provided, however, that review and consent by COUNTY's Port Everglades Department Chief Executive/Port Director of plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefor shall at all times remain with SOL. Any additions, alterations, or modifications to the Leased Premises shall be in conformity and consistent with the Americans with Disabilities Act of 1990, as may be amended from time to time.

Upon COUNTY's Port Everglades Department Chief Executive/Port Director's review and consent to SOL's plans, specifications, and construction schedules, SOL shall immediately begin construction and installation of its improvements to the Leased Premises. SOL shall coordinate and install all such improvements in accordance with all permitting agency requirements as well as Florida Power & Light Company, and SOL shall pursue same to substantial completion within six (6) months from the date of COUNTY's Port Everglades Department Chief Executive/Port Director's written review

and consent. COUNTY's Port Everglades Department Chief Executive/Port Director may extend the time for substantial completion for good cause established by SOL. SOL and its architect/engineer and contractor agree to meet with COUNTY's Port Everglades Department Chief Executive/Port Director's representatives in periodically scheduled meetings to assess the current status of completion of the construction and installation work undertaken by SOL as provided herein.

Within sixty (60) calendar days after the final completion date of the construction and installation of SOL's improvements on the Leased Premises, SOL shall provide to COUNTY's Port Everglades Department at SOL's sole expense: (i) a complete set of "as-built" plans and specifications for all improvements; (ii) a certificate or acknowledgment of completion from all permitting agencies reflecting that SOL's improvements are complete and all permits are closed out; and (iii) a certified statement from the construction contractor(s), surety(ies), and architect(s) stating that the improvements are free and clear of all liens, claims, or encumbrances by any suppliers, subcontractors, or laborers.

SOL shall furnish to COUNTY's Port Everglades Department within seven (7) calendar days following COUNTY's Port Everglades Department Chief Executive/Port Director's review and consent to SOL's construction plans, specifications, and construction schedule as provided herein, the following:

- 1) Performance Bond and Payment Bond (Surety):
 - (i) A performance bond and payment bond in a form acceptable to COUNTY's Port Everglades Department.
 - (ii) The Bonds shall be in the amount of one hundred percent (100%) of the construction amount guaranteeing to COUNTY the

completion and performance of the construction and development on the Leased Premises as provided in this Agreement, as well as full payment of all suppliers, materialpersons, laborers, or subcontractors performing services in connection with the improvements to the Leased Premises. The Bonds shall be with a Surety company that is qualified pursuant to COUNTY's standards for Surety's on COUNTY construction projects as follows:

(a) Qualifications of Surety:

(1) A separate performance bond and payment bond must be executed by a Surety company of recognized standing, authorized to do business in the state of Florida as Surety, having a resident agent in the state of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

(2) The Surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised October 16, 2014 (31 CFR Section 223.10,

Section 223.111). Further, the Surety company shall provide COUNTY with evidence satisfactory to COUNTY that such excess risk has been protected in an acceptable manner.

(3) The Surety company shall have at least the following minimum ratings in the latest revision of A.M. Best Company Rating Guide:

<u>Amount of Bond</u>	<u>Ratings</u>	<u>Category</u>
500,001 to 1,000,000	A, A-	Class I
1,000,001 to 2,000,000	A, A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

(iii) The Bonds shall continue in effect for one year after final completion and acceptance of the work with liability equal to one hundred percent (100%) of the construction price, or an additional bond shall be conditioned that SOL will, upon notification by COUNTY's Port Everglades Department Chief Executive/Port Director, correct any defective or faulty work or materials which appear within one (1) year after final completion of the construction work. OR –

2) Performance and Payment Guaranty:

In lieu of a performance bond and payment bond, SOL may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit in a form approved by COUNTY's Port Everglades Department Chief Executive/Port Director or designee. Such alternate forms of security shall

be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by COUNTY and remain in effect for one (1) year after final completion and acceptance of the work.

It is understood and agreed that SOL shall be responsible for payment of all costs and expenses relating to (i) SOL's improvements, including, but not limited to, the design, permitting, and construction thereof; and (ii) all other improvements necessary to SOL's use of the Leased Premises, including, but not limited to, improvements mandated by any governmental authority having jurisdiction over the Leased Premises.

33. DAMAGE BY CASUALTY

If the Leased Premises is damaged by casualty not caused by an act attributable to SOL or COUNTY, and thereby become untenable, COUNTY's Port Everglades Department may elect to commence the required repair within thirty (30) calendar days from the date of the casualty. If COUNTY's Port Everglades Department does not elect to commence the required repairs, SOL may elect to commence with the required repairs and request the applicable insurance proceeds be released as required, to make timely payments for such needed repairs. If the required repairs to the Leased Premises are not commenced by either COUNTY or SOL within ninety (90) calendar days from the date of the casualty, and the Leased Premises remains untenable, either COUNTY, by its Board of County Commissioners, or SOL may elect to cancel this Agreement. In the event of such cancellation, all rentals and all other monetary payments required to be paid herein by SOL shall be charged by COUNTY only to the date the Leased Premises became untenable due to the casualty.

It is expressly agreed and understood that COUNTY shall not be liable to SOL, for any damage or injury whatsoever by water, which may be sustained by SOL, or for

any other damage or injury whatsoever, which may be sustained by SOL by reason of the carelessness, negligence, improper conduct or intentional act or omission on the part of any third party in Port Everglades resulting in the breakage, leakage or obstruction of water, sewer, or soil pipes, or any other leakage on or about the Leased Premises. COUNTY shall take immediate action to enforce its contractual rights, if any, and pursue available remedies against any third party responsible for the break, leak, or obstruction.

34. TENANCY AFTER AGREEMENT TERM EXPIRES

It is agreed and understood that any holding over by SOL after the expiration of this Agreement, shall not renew and extend same, but shall operate and be construed as a tenancy from month to month and SOL agrees to pay to COUNTY the annual compensation and all other charges and payments required to be paid hereunder during any such holdover period. COUNTY's Port Everglades Department at its option, may impose a higher rental amount during any holdover period as permitted by Florida law. SOL shall be liable to COUNTY for all loss or damage on account of any such holding over against COUNTY's will after the expiration of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. It is expressly agreed that acceptance of the foregoing payments by COUNTY, in the event that SOL fails or refuses to surrender possession, shall not operate or give SOL any right to remain in possession, nor shall it constitute a waiver by COUNTY of its right to immediate possession.

35. NONLIABILITY OF INDIVIDUALS

No commissioner, director, officer, agent, or employee of COUNTY shall be charged personally or held contractually liable by or to SOL under any term or

provisions of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

36. COOPERATION WITH COUNTY

SOL acknowledges that COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with its Airport Master Plan and subsequent updates (collectively, "Master Plan") and FAA Record of Decision and subsequent updates (collectively, "ROD"), and Part 150 Study and subsequent updates (collectively, "Part 150 Study"), and the implementation thereof, which may include the following: (1) amendment of development agreements and orders; (2) agreements with the state of Florida and other agencies; (3) land use and zoning amendments; (4) preparation of environmental assessments and environmental impact statements; (5) such permitting as may be required by federal, state, county, or local regulations; and (6) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan, the ROD, and the Part 150 Study.

SOL agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, SOL covenants and agrees (i) to support COUNTY's efforts to obtain the Regulatory Approvals; and (ii) to execute any documents(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that SOL shall not be required to bear any expense in connection therewith and SOL shall not be deemed an agent of COUNTY.

37. GOVERNMENTAL/REGULATORY POWERS

COUNTY cannot, and hereby specifically does not, waive, or relinquish any of its governmental and regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Leased Premises and any improvements thereon, and maritime related operations and activities at Port Everglades. Nothing in this Agreement shall be deemed to create an affirmative duty of COUNTY to abrogate its sovereign right to exercise its governmental powers and regulatory powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes as amended, administrative codes as amended, ordinances as amended, rules and regulations as amended, federal laws and regulations as amended, state laws and regulations as amended, and grant agreements as amended.

38. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY nor shall anything included herein be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement. COUNTY agrees to be fully responsible for the acts and omissions of its agents and employees to the extent permitted by Florida law.

39. COUNTY'S RIGHT TO RELOCATE SOL

COUNTY's Port Everglades Department, at its sole discretion, shall have the right to relocate SOL, its personnel, equipment, and operations to a new location at Port Everglades. In such case, COUNTY's Port Everglades Department shall provide SOL with a new location of not less than ± 7.0 acres ("Relocated Demised Premises"); and use its best efforts to provide a new location that is comparable to the existing Leased Premises in terms of SOL's use and occupancy, including the number of electrical

reefer plugs thereon. COUNTY's Port Everglades Department shall provide SOL with written notice of its election to relocate SOL, along with a description of the new location ("Relocation Notice"), at least ninety (90) calendar days prior to the date on which such relocation is to become effective. In the event SOL rejects the new location, it shall provide COUNTY's Port Everglades Department with written notice (within ninety (90) calendar days of its receipt of the Relocation Notice) of its rejection and intent to terminate this Agreement ("Termination Notice") with an effective termination date; the effective termination date shall not exceed ninety (90) calendar days from the date of the Termination Notice. Such rejection and intent to terminate this Agreement shall be without penalty to SOL. In the event of SOL's rejection and termination of this Agreement, it shall vacate the Leased Premises and peacefully deliver same over to COUNTY on or before the effective termination date. All SOL payments required to be made to COUNTY hereunder shall be prorated up to the effective termination date set forth in the Termination Notice. Failure by SOL to timely reject the new location shall constitute acceptance by SOL of its new location and result in the forfeiture of its right to terminate this Agreement under this section. COUNTY shall be required to pay all reasonable expenses associated with any relocation pursuant to this section, including installation of electrical reefer plugs at the new location, in an equivalent number as existed on the Leased Premises at the time Relocation Notice by COUNTY's Port Everglades Department is given to SOL. In the event of such relocation, all provisions of this Agreement will apply with respect to the new location, excepting the description of the Leased Premises hereunder, which shall be revised by amending Exhibit "A-2," approved by COUNTY's Port Everglades Department Chief Executive/Port Director and SOL and made a part of this Agreement by reference hereto.

40. MISCELLANEOUS

A. TIME OF ESSENCE

It is understood and agreed between the Parties hereto that time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained herein.

B. INDEPENDENT CONTRACTOR/RELATIONSHIP OF PARTIES

SOL is an independent contractor under this Agreement and the relationship of COUNTY and SOL hereunder is that of COUNTY and SOL only. Services provided by SOL pursuant to this Agreement shall be subject to the supervision of SOL. In providing such services, neither SOL nor its agents shall act as officers, employees, or agents of COUNTY. Nothing contained herein shall be deemed or construed as constituting the relationship of principal and agent, a partnership, joint venture, or any other similar relationship between SOL and COUNTY.

C. WAIVER OF CLAIMS

SOL hereby waives any claim against COUNTY, its officers, and employees for any consequential damages, or any loss of business or anticipated profits caused by (i) any default of COUNTY hereunder; or (ii) any suit or proceedings, directly or indirectly attacking the validity of this Agreement or any part hereof; or (iii) by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same or any part hereof, from being carried out; or (iv) any change in the operation or configuration of, or any change in policies and procedures governing the use of Port Everglades.

D. AMENDMENTS

Except as otherwise provided herein, no modifications, amendments, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality and of equal dignity as this Agreement and executed by COUNTY and SOL.

E. EXECUTION AUTHORITY

The individuals executing this Agreement on behalf of SOL personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting. COUNTY has executed this Agreement in conformance with applicable Florida law.

F. HEADINGS, CAPTIONS, AND TERMS

The article, section, and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, section, or article where they appear, unless the context otherwise requires. Whenever reference is made to an article of this Agreement, such reference is to the article as a whole, including all of the sections, subsections, and subparagraphs of such article, unless the reference is made to a particular subsection or subparagraph of such article. Caption and article headings used in this Agreement are for the convenience of reference of the Parties and shall not be deemed to define, limit, or in any way affect the meaning of any provisions of this Agreement.

G. GENDER

All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires.

H. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All attached exhibits are incorporated into and made a part of this Agreement. The Parties incorporate herein by this reference, all provisions lawfully required to be contained herein by any governmental body or agency.

I. SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY, by its Board of County Commissioners, or SOL elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by a court becomes final.

J. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of 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 40 of this Agreement shall prevail and be given effect.

K. SUCCESSORS AND ASSIGNS BOUND

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Agreement.

L. AGENT FOR SERVICE OF PROCESS

It is expressly understood and agreed that if SOL is not a resident of the state of Florida, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation, then in any such event SOL does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and COUNTY arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the state of Florida for service upon a nonresident who has designated the Secretary of State as his or her agent for service. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, as an alternative method of service of process, SOL may be personally served with such process out of this state by certified mailing to SOL at the address set forth herein. Any such service out of this state shall constitute valid service upon SOL as of the date of mailing. It is further expressly agreed that SOL is amenable to and hereby agrees to the process so served, submits to the jurisdiction of Florida courts, and waives any and all objections and protest thereto.

M. CUMULATIVE RIGHTS AND SURVIVAL

All rights and remedies of COUNTY hereunder, or at law or in equity, are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the

exercise of any other. Failure by COUNTY to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

Upon termination or expiration of this Agreement, SOL shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, NO obligation, which accrued but has not been satisfied under any prior agreements between the Parties, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

N. SPECIFIC PERFORMANCE

SOL and COUNTY agree that in addition to all their other available remedies, their respective obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

O. JOINT PREPARATION

The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

P. UNCONTROLLABLE FORCES

Neither COUNTY nor SOL shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid.

The term "Uncontrollable Forces" shall mean any event, which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Any delay caused by an Uncontrollable Force shall not be recognized unless SOL shall notify COUNTY's Port Everglades Department in writing within ten (10) calendar days after the Uncontrollable Force event. Neither economic impracticability nor inability of SOL to perform in whole or in part for economic reasons shall constitute an Uncontrollable Forces event.

Q. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, SUPPLIER DIVERSITY, AND AMERICANS WITH DISABILITIES ACT

SOL shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SOL shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

In addition, SOL shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SOL shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Chapter 16½, Broward County Code of Ordinances) in performing any services pursuant to this Agreement.

By execution of this Agreement, SOL represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement in accordance with the Default; Termination provision herein. SOL voluntarily agrees to take affirmative steps to ensure that Broward County Business Enterprises (as defined in COUNTY's Broward County Business Opportunity Act of 2012) have a fair opportunity to be awarded vendor and supplier contracts through SOL's purchasing activity in Broward County.

R. PUBLIC ENTITY CRIMES ACT

SOL represents that its execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY; may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work; may not submit bids on leases of real property to COUNTY; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY; and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being

placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement by COUNTY, by its Board of County Commissioners, and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

S. NO THIRD-PARTY BENEFICIARIES

Neither COUNTY nor SOL intends to directly or indirectly benefit a third party by this Agreement. Therefore, COUNTY and SOL agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

T. RADON

Pursuant to Florida law, COUNTY hereby advises SOL of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the Broward County Public Health Unit.

U. CONFLICTS

Neither SOL nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SOL's loyal and conscientious exercise of judgment related to its performance under this Agreement.

V. MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) counterparts by the Parties hereto, each of which, bearing original signatures, shall have the force and effect of an original document.

W. PRIOR AGREEMENTS

This Agreement 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 of this Agreement that are not contained in this document. Accordingly, the Parties hereto agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 40 Subsection D herein.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20__, and SOL SHIPPING SERVICES, INC., signing by and through its _____, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20__

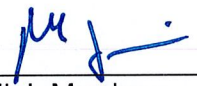
Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3609

By  12.5.17
Signature Date)

CARLOS DE LA GUERRA
RISK MANAGEMENT & CON
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

Print Name and Title above


By  12/5/17
Russell J. Morrison (Date)
Senior Assistant County Attorney

**MARINE TERMINAL LEASE AND OPERATING AGREEMENT BETWEEN
BROWARD COUNTY AND SOL SHIPPING SERVICES, INC.**

SOL SHIPPING SERVICES, INC.:

SOL Shipping Services, Inc., a Florida
corporation

ATTEST:


Anna Sue Rooney
Corporate Secretary
(SEAL)

By *Erin Walsh*
ERIN WALSH PRESIDENT
(Print Name and Title)

WITNESSES:

John D. S.
(Signature)

Joshua Guiles
(Print Name)

[Signature]
(Signature)

Martin Jensen
(Print)

5 day of November, 2017

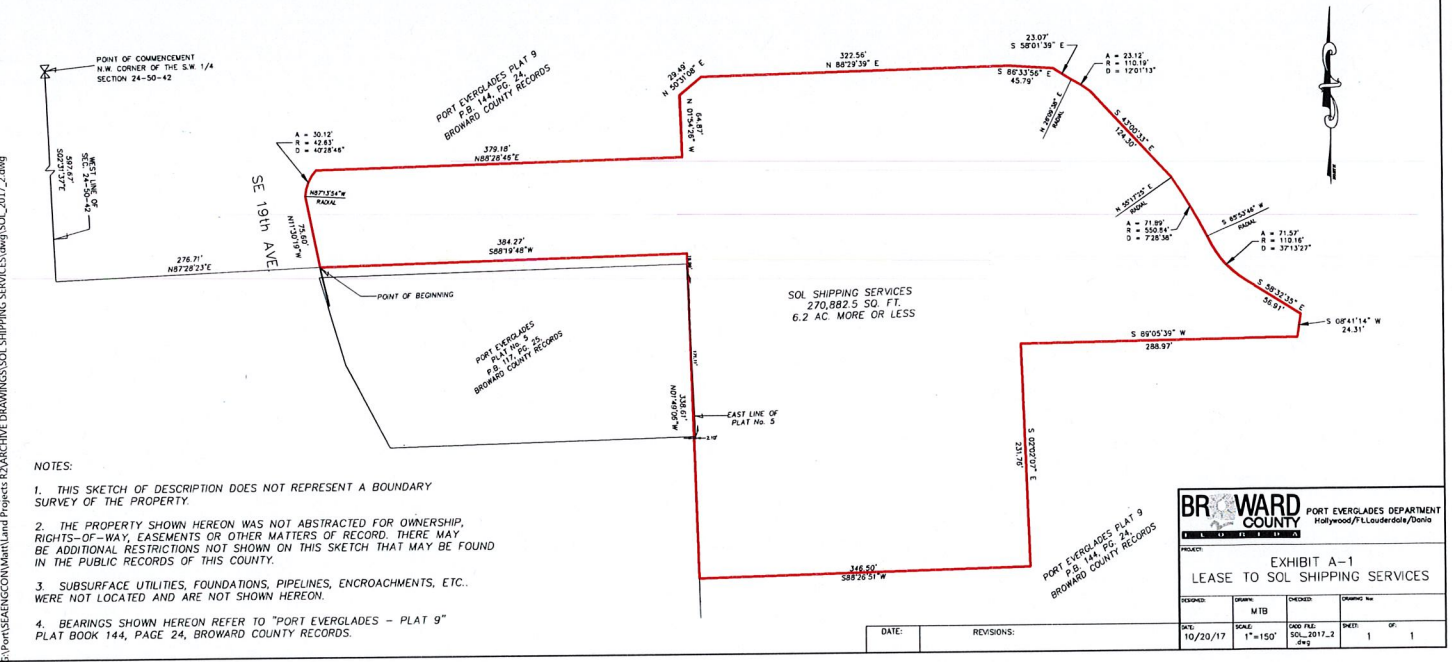
Exhibit "A-1"

LEGAL DESCRIPTION:

A PORTION OF PORT EVERGLADES PLAT No. 5 AND PORT EVERGLADES PLAT 9, ACCORDING TO THE PLATS THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 25 AND PLAT BOOK 144, PAGE 24 RESPECTIVELY, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LYING IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 50 SOUTH, RANGE 42 EAST, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 24; THENCE SOUTH 02°31'37" EAST, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 597.67 FEET; THENCE NORTH 87°28'23" EAST, A DISTANCE OF 276.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 11°30'19" WEST, A DISTANCE OF 75.60 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 87°13'54" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 42.63 FEET, A CENTRAL ANGLE OF 40°28'46", AN ARC DISTANCE OF 30.12 FEET; THENCE NORTH 88°28'46" EAST, A DISTANCE OF 379.18 FEET; THENCE NORTH 01°54'26" WEST, A DISTANCE OF 64.87 FEET; THENCE NORTH 50°31'08" EAST, A DISTANCE OF 29.49 FEET; THENCE NORTH 88°29'39" EAST, A DISTANCE OF 322.56 FEET; THENCE SOUTH 86°33'56" EAST, A DISTANCE OF 45.79 FEET; THENCE SOUTH 58°01'39" EAST, A DISTANCE OF 23.07 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 26°09'38" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 110.19 FEET, A CENTRAL ANGLE OF 12°01'13", AN ARC DISTANCE OF 23.12 FEET; THENCE SOUTH 43°00'33" EAST, A DISTANCE OF 124.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 55°17'25" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 550.84 FEET, A CENTRAL ANGLE OF 7°28'38", AN ARC DISTANCE OF 71.89 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 65°53'46" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 110.16 FEET, A CENTRAL ANGLE OF 3°13'27", AN ARC DISTANCE OF 71.57 FEET; THENCE SOUTH 58°32'35" EAST, A DISTANCE OF 56.91 FEET; THENCE SOUTH 08°41'14" WEST, A DISTANCE OF 24.31 FEET; THENCE SOUTH 89°05'39" WEST, A DISTANCE OF 288.97 FEET; THENCE SOUTH 02°02'07" EAST, A DISTANCE OF 231.76 FEET; THENCE SOUTH 88°26'51" WEST, A DISTANCE OF 346.50 FEET; THENCE NORTH 01°49'06" WEST, A DISTANCE OF 338.61 FEET; THENCE SOUTH 88°19'48" WEST, A DISTANCE OF 384.27 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 270,882.5 SQUARE FEET OR 6.2 ACRES MORE OR LESS.



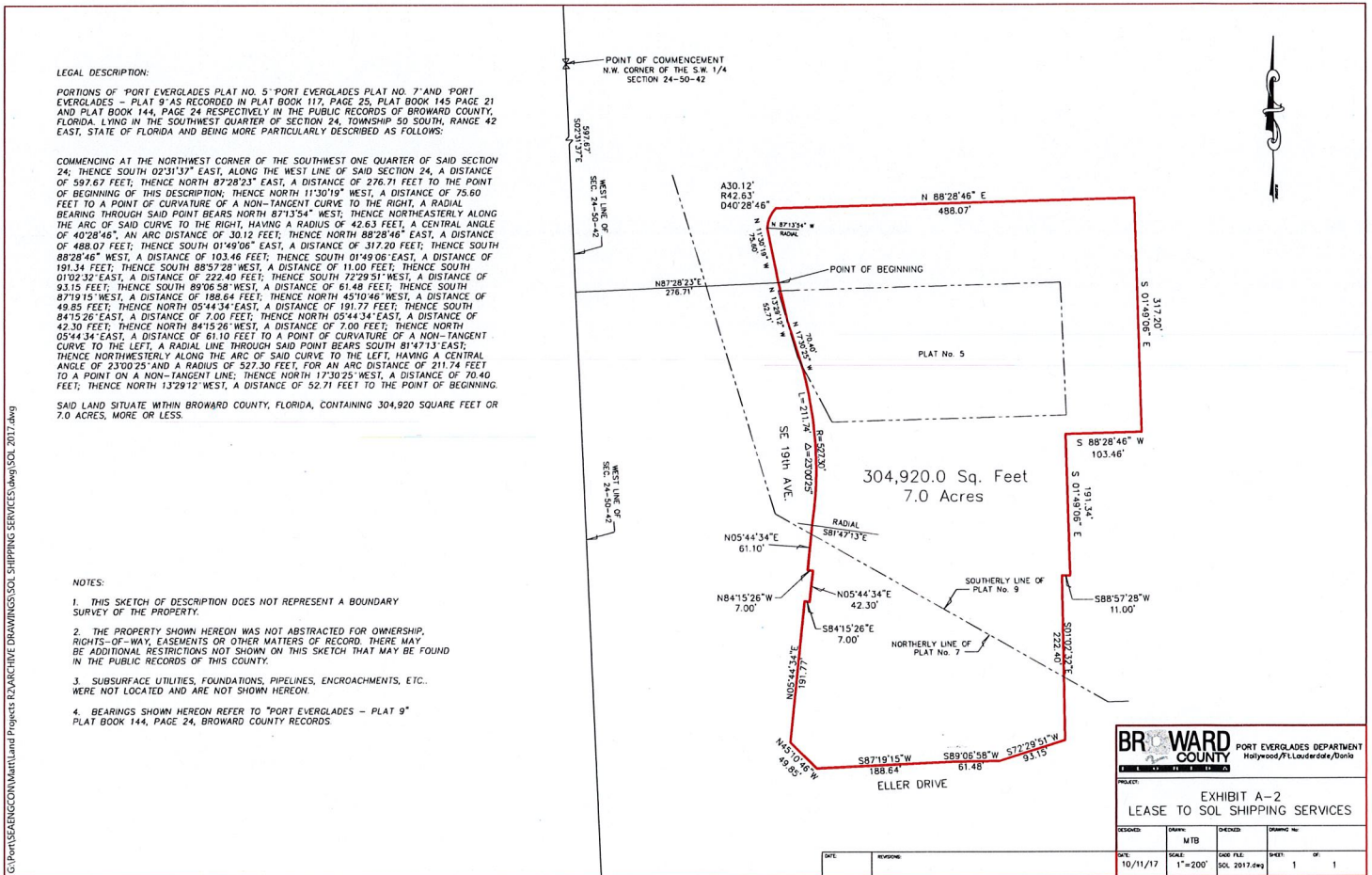
NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PROPERTY.
2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. SUBSURFACE UTILITIES, FOUNDATIONS, PIPELINES, ENCROACHMENTS, ETC. WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
4. BEARINGS SHOWN HEREON REFER TO "PORT EVERGLADES - PLAT 9" PLAT BOOK 144, PAGE 24, BROWARD COUNTY RECORDS.

BROWARD COUNTY		PORT EVERGLADES DEPARTMENT Hollywood/FL/Leuderstadt/Doria	
PROJECT: EXHIBIT A-1 LEASE TO SOL SHIPPING SERVICES			
DESIGNED	DRAWN	CHECKED	DATE
	M/TB		10/20/17
SCALE	SHEET	TOTAL SHEETS	OF
1"=150'	SOL_2017-2	2	1

C:\P\GIS\BROWARD\Land\Projects\B2\ARCHIVE\DRAWINGS\SOL SHIPPING SERVICES\dwg\SOL_2017_2.dwg

Exhibit "A-2"



Composite Exhibit "B"

A	B	C	D	E
Lease Year	Shipmove Rate Inclusive of Dockage & Wharfage Only	Minimum Annual Guaranteed Shipmoves	Tier 1 Shipmoves	Tier 1 Shipmove Rate
1	\$ 52.00	16,000	16,001+	\$ 42.00
2	\$ 53.04	16,000	16,001+	\$ 43.04
3	\$ 54.10	16,000	16,001+	\$ 44.10
4	\$ 55.18	16,000	16,001+	\$ 45.18
5	\$ 56.29	16,000	16,001+	\$ 46.29

Note: Lease Years 2-5 Shipmove Rates are adjusted annually by the lesser of CPI or 3%

Note: Lease Years 2-5 Shipmove Rates are notional rates based on CPI average adjustment of 2%.

Actual rates and MAG will be calculated each year based on CPI adjustment defined in Agreement

Composite Exhibit "B"

A	B	C	D
Lease Year	Shipmove Rate Inclusive of Dockage & Wharfage Only	Minimum Annual Guaranteed Shipmoves	Minimum Annual Guaranteed Payment
1	\$ 52.00	16,000	\$ 832,000
2	\$ 53.04	16,000	\$ 848,640
3	\$ 54.10	16,000	\$ 865,613
4	\$ 55.18	16,000	\$ 882,925
5	\$ 56.29	16,000	\$ 900,584

Note: Lease Years 2-5 Shipmove Rates are adjusted annually by the lesser of CPI or 3%

Note: Lease Years 2-5 Shipmove Rates are notional rates based on CPI average adjustment of 2%.

Actual rates and MAG will be calculated each year based on CPI adjustment defined in Agreement

EXHIBIT "C"
PORT EVERGLADES, DEPARTMENT of BROWARD COUNTY
 1850 Eller Drive, Ft. Lauderdale FL33316 Voice:954.523.3404 Fax:954.524.0170
VESSEL CARGO REPORT

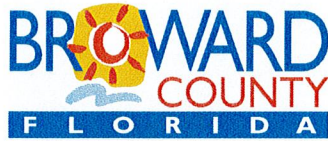
AGENT: _____ LINE: _____
 VESSEL NAME: _____ ARV Date: _____ DEP Date: _____

TYPES OF CARGO			
SOL Proprietary <input type="checkbox"/>		Third Party <input type="checkbox"/>	
(If not SOL Proprietary Cargo, indicate lines):			
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' Containers - Empty			
40' Containers - Full			
40' Containers - Transshipment Full			
45' Containers - Empty			
45' Containers - Full			
48' Containers - Empty			
48' Containers - Full			
53' Containers - Empty			
53' Containers - Full			
Chassis - Empty			
TOTAL CONTAINERS			
TOT CONTAINERIZED CARGO KILO/LBS			
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				
GYPNUM				
HARD/PARTICLE BOARD				
LUMBER (MBFT)				
NEWSPRINT/LINER BOARD				
PLYWOOD				
ROCK OR SAND				
SCRAP METAL				
SCRAP/WASTE PAPER				
STEEL				
STEEL COILS				
STEEL REBAR (BUNDLES)				
SUGAR (BULK)				
TALLOW				
TRACTORS				
TRAILERS				
TRUCKS				
YACHTS/BOATS				
YACHTS/BOATS FLOATING				
TOTAL BREAK BULK WEIGHT				
TOTAL BILL OF LADINGS				
TOTAL EMPTIES/CHASSIS				
TOTAL MANIFEST WEIGHT				

Prepared by and Certified in Accordance with Ship's Manifest (Signature of Agent) _____ Contact No: _____
 Email address: _____ Date: _____

Exhibit "D"



Port Everglades Department
SEAPORT ENGINEERING AND FACILITIES MAINTENANCE DIVISION
1850 Eller Drive, Fort Lauderdale, Florida 33316-4201 • 954-468-0142 • FAX 954-468-3436

MEMORANDUM

Date: October 23, 2017

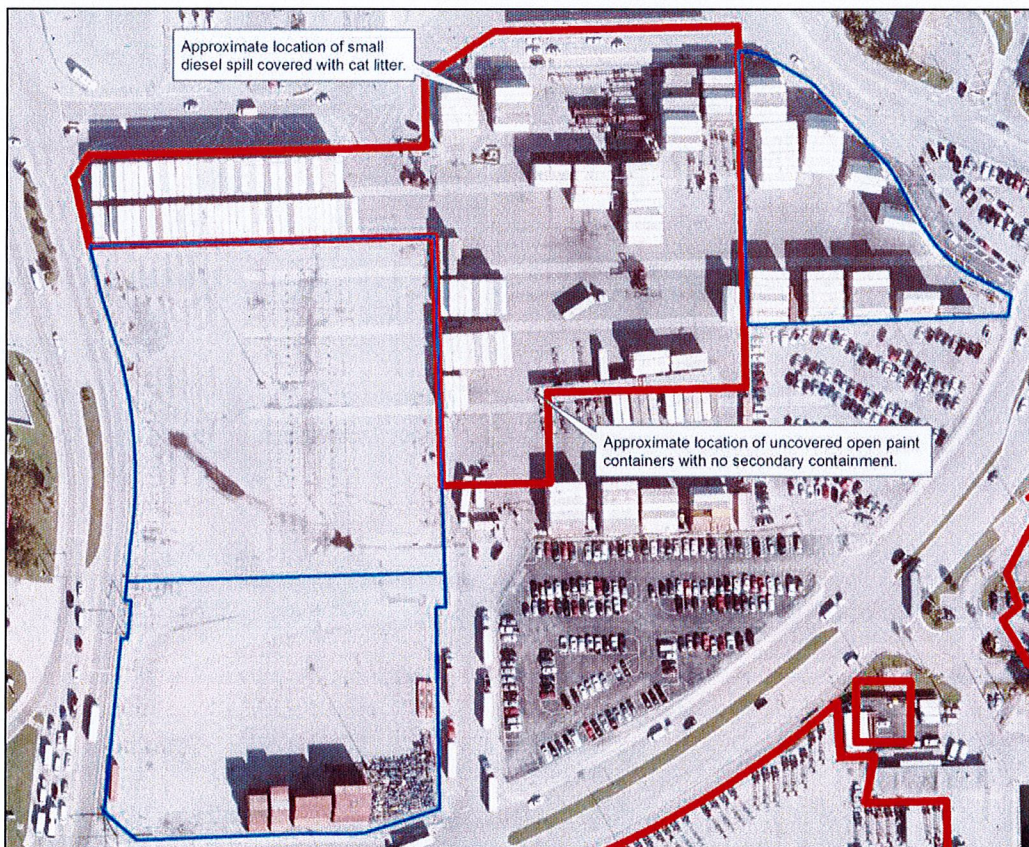
To: Loren Fourness, Property Manager

From: Erik Neugaard, Environmental Program Manager

Subject: SOL Lease Renewal Environmental Baseline

SOL Shipping Services is interested in renewing its lease with Port Everglades.

On October 19, 2017, a visual inspection of the SOL Shipping Services site was conducted by Erik Neugaard, Port Everglades Environmental Program Manager, to identify obvious environmental concerns. The inspection included the red and blue bounded areas north of Eller Drive, including the area south of the red bounded area containing containers, as shown in the aerial photograph below. Most of the observations were made from a pickup truck, except all accessible storm drains were visually inspected from above for obvious signs of surface water contamination, such as globules of free floating product or sheen. Historical aerial photographs from 03/06/13, 01/18/14, 04/02/14, 12/15/14, 01/23/16, 03/21/17, and 04/06/17 were also reviewed to identify obvious environmental concerns.



Background and Discussion

A Baseline Environmental Assessment for the SOL Shipping Services site was completed in October 2012. It contains a detailed historical assessment of activities that occurred prior to 2012, as well as soil and groundwater analytical results. The report concluded that no significant impact to soil or groundwater associated with tenant operations was apparent, no discharges and/or contaminated sites in the general vicinity were apparent, and additional soil and groundwater testing of the site was recommended. A copy of this report is stored on the Seaport Engineering and Facilities Maintenance Division server and is available upon request.

The purpose of the inspection conducted on October 19, 2017, as well as the review of aerial photographs taken after October 2012, was to determine if any significant contamination concerns has occurred on the site since the Baseline Environmental Assessment for the SOL Shipping Services Site was completed in October 2012.

Findings

No indication of significant contamination was observed.

At the locations indicated on the aerial photograph above, a spill of what smelled like diesel fuel approximately three feet in diameter and had been covered with what appeared to be cat litter, and several uncovered open paint containers with no secondary containment were observed. Twenty-five photos were taken during the visual inspection. Photos of these two areas described above are included below. The other photos are stored on the Seaport Engineering and Facilities Maintenance Division server and are available upon request.



Recommendations

- SOL Shipping Services should be required to clean up the spill of what smelled like diesel fuel.
- SOL Shipping Services should be required to properly store or dispose of open paint and other hazardous materials, and their containers.

Please let me know if you need any additional information.