

**FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) ("First Amendment") is made this 2nd day of October, 2026 ("Effective Date"), between the Manatee County Port Authority ("Owner") and Landmark Services of Southwest Florida, Inc. ("Contractor")(collectively the "Parties") and shall amend and supplement that certain Agreement entered into by and between the Parties dated August 13, 2026.

WITNESSETH

WHEREAS, all capitalized terms used in this First Amendment, which are not otherwise defined in this First Amendment, shall have the same meaning as set forth in the Agreement entered into by and between the Parties on August 13, 2026 ("Agreement"); and

WHEREAS, the Parties entered into the Agreement for Contractor to provide construction services to the Owner; and

WHEREAS, the Owner is a Florida local government and the Parties desire to amend the Agreement to account for recent changes in Florida law and the requirements of CSXT for working near its railroad; and

WHEREAS, the Parties wish to amend the Agreement as detailed below.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained in this First Amendment, it is agreed by and between the Parties as follows:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Creation of Article 12, Miscellaneous, Section 11.05, Other Provisions, Subsection (O).** Article 12, Miscellaneous, Section 11.05, Other Provisions, Subsection (O) is created to read as follows:

By executing this Agreement and each and every renewal hereof (if renewal is provided for herein), pursuant to section 943.03102, Florida Statutes, the Contractor certifies, represents, and warrants that it has not been designated as a domestic terrorist organization or as a foreign terrorist organization and that such certification is true as of the time the Contractor executed this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement, the Owner may terminate the Agreement immediately for cause if: (i) the Contractor is found to have submitted a false certification or (ii) the Contractor has been designated as a domestic terrorist organization or as a foreign terrorist

organization. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.

3. **Creation of Article 12, Miscellaneous, Section 11.05, Other Provisions, Subsection (P).**
Article 12, Miscellaneous, Section 11.05, Other Provisions, Subsection (P) is created to read as follows:

By entering into this Agreement, pursuant to section 377.816, Florida Statutes, the Contractor certifies, represents, and warrants that it will not use any funds paid by the Owner in support of a "net zero policy," as that term is defined in section 377.816, Florida Statutes, or in any other manner prohibited by that statute. Notwithstanding anything contained in this Agreement, the Owner may terminate the Agreement immediately for cause if the Contractor is found to have submitted a false certification. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.

4. **Creation of Article 13, CSXT Agreement, Section 12.01, CSXT Indemnification.**
Article 12, CSXT Agreement, Section 12.01, CSXT Indemnification is created to read as follows:

12.01 CSXT Indemnification.

- A. Indemnification - To the maximum extent permitted by applicable law, Contractor shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Owner or Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Owner or Contractor, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor and its respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- B. **Compliance with Laws** - Contractor shall comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Contractor shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
 - C. **"CSXT Affiliates"** - For the purpose of this Section, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
 - D. **Notice of Incidents** - Contractor shall notify Owner and CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
 - E. **Survival** - The provisions of this Section shall survive the termination or expiration of this Agreement.
5. **Authorization**. Each of the Parties covenant to the other party that it has the lawful authority to enter into this First Amendment, that the governing or managing body of each of the Parties has approved this First Amendment, and that the governing or managing body of each of the Parties has authorized execution of this First Amendment in the manner set forth below.
6. **Counterparts**. This First Amendment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

Owner:

Manatee County Port Authority
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: 10/13/26
(date signed)

Name: MIKE Rahn
(typed or printed)

Title: Chairman
(typed or printed)



Attest: By: Robin Tith OC
(individual's signature)

Title: Minutes Clerk / Deputy Clerk
(typed or printed)

Contractor:

LANDMARK SERVICES OF SOUTHWEST FL. INC.
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: 10/02/2026
(date signed)

Name: JOHN S. CANNON, JR.
(typed or printed)

Title: VP
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
(individual's signature)

Title: Senior Accountant
(typed or printed)

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: [Signature]
DEPUTY CLERK