



RECEIVED

In San Juan, Puerto Rico, this 21 day of June 1977.

APPEAR

AS PARTY OF THE FIRST PART: THE PUERTO RICO PORTS AUTHORITY, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by Act No. 125 approved May 7, 1942, as amended, hereinafter referred to as the "Authority".

AS PARTY OF THE SECOND PART: SEA LAND SERVICE, INC.

The said appearing parties, freely, spontaneously and on their own free will

STATE

The clauses included in Attachment "B" are hereby incorporated into this contract.

CONDITIONS

ARTICLE I. LETTING OF PREMISES

The Authority does hereby demise and lease to the Lessee, and the Lessee does hereby hire and take from the Authority, the premises and other facilities designated and delineated in Exhibit "A", attached hereto and made a part hereof, consisting of: 3.5455 "cuerdas" of land at Pier "J" and "K" in the Central Market, Puerto Nuevo.

ARTICLE 2. TERM

A. The term of this contract shall be from month to month beginning the date of its execution.

B. Notwithstanding the provisions of the preceding paragraph "A" or any other provision to the contrary herein contained, the Authority may cancel and terminate this contract as provided hereinafter.

C. Should the Lessee hold over the use of the premises, after

*Handwritten initials and signature on the left margin.*

be deemed merely as a holding from month to month and at the rental herein provided, payable monthly in advance but otherwise on the same terms and conditions as agreed in this contract.

### ARTICLE 3. USE OF PREMISES

The Lessee shall be entitled to the use of the demised premises, during the term of this lease, for the following purposes and such purposes only: parking of container vans.

### ARTICLE 4. RELOCATION OF PREMISES

The Authority reserves the right, at any time during the term of this agreement, to designate and assign to the Lessee another location at the same premises or at any other premises or facilities that may be constructed to serve the same area, if possible, of approximately the same measurement as the one herein leased. In the event the Authority decides to relocate the Lessee, all costs of such relocation shall be borne by the Lessee.

### ARTICLE 5. RENT

The Lessee shall pay a monthly rental of \$5,500.00 for the premises leased herein.

### ARTICLE 6. WAIVER OF RESPONSIBILITY

The Lessee agrees to save forever harmless the Authority from all claims for property damages or personal injury of any nature or death to persons that may be caused by Lessee's utilization, occupancy and operation at any Ports Authority facility including the premises covered by this agreement. Lessee shall defend any court or administrative action brought against the Authority for the aforementioned damages, injuries or death and shall pay for any compensation or judgment resulting thereof.

### ARTICLE 7. INSURANCE

A. The Lessee shall carry public liability insurance with insurance companies authorized to do business in Puerto Rico and acceptable to the Authority, insuring Lessee against all liability for personal injury including bodily injury, and property damage caused by Lessee's use

and occupancy of the premises covered by this agreement and its operations at the Puerto Nuevo Central Market.

B. The policy limits of said public liability insurance shall not be less than \$100,000.00 for any one accident involving personal injury, including bodily injury or death to each person; \$500,000.00 for each accident involving more than one person; and \$50,000.00 for property damages.

C. The public liability insurance shall contain an endorsement reading as follows:

"The coverage of this policy will not be amended for the purpose of decreasing the protection below the limits specified herein, nor can it be cancelled without giving the Authority thirty (30) days prior written notice. A thirty (30) days prior written notice shall also be given to the Authority in the event of expiration."

In addition, the public liability insurance policy shall contain an endorsement of contractual liability in favor of the Authority or include the Authority as named insured.

The public liability insurance policy shall not contain any deductible, except in case the Lessee provides another insurance policy, covering the risk in the amount, not cover by the deductible.

D. Simultaneously with the execution of this agreement the Lessee shall furnish the Authority with a copy of the aforementioned insurance policy.

#### ARTICLE 8. REPAIRS AND ALTERATIONS

A. The Lessee has examined and knows the conditions and state of repair of the facilities, accepts them as such, and hereby acknowledges that the Authority has made no agreement or promises to alter, improve, adapt, or repair any of the facilities or any part thereof, during the term of this agreement. The Lessee acknowledges

...shall make no representation concerning the condition, or state of repair of any item of the facilities, or part thereof, has been made by the Authority prior to, or at the time of, the execution of this lease, which are not set forth herein.

B. The Authority reserves the right to make such repairs and improvements to the leased premises during the term of this agreement as it shall deem necessary and appropriate.

C. The Lessee shall have no claim for any inconvenience, annoyance or damage to its business arising from the repairs or replacements in the leased premises.

#### ARTICLE 9. LIABILITY FOR DAMAGES TO FACILITIES OF THE AUTHORITY

The Lessee assumes all risk of loss of, or damage to, the facilities of the Authority resulting from the failure of the Lessee to exercise due diligence and care in complying with the provisions of this Agreement.

#### ARTICLE 10. FIRE EXTINGUISHING EQUIPMENT

The Lessee shall furnish and supply the premises with such fire extinguishing equipment as it may be required by the Authority and/or by the Fire Service Department.

#### ARTICLE 11. RIGHT OF ACCESS BY THE AUTHORITY

A. The Authority shall have the right to enter upon the leased premises to make any repairs, replacements and alterations as may be deemed necessary. Such action of the Authority shall not release the Lessee from its obligation to maintain and repair its own facilities and equipment.

B. The Authority shall also have the right, through its duly authorized agents and representatives, to inspect the premises and installation of the Lessee at regular intervals, during regular business hours, to determine compliance of the Lessee with its obligations under this Agreement.

#### ARTICLE 12. COMPLIANCE WITH THE LAW

The Lessee agrees to obey and comply with all applicable federal, local and municipal laws, ordinances, and regulations.

*John*  
*Wal*

the Lessee's occupation and operation covered by this agreement.

ARTICLE 13. PRESERVATION AND MAINTENANCE OF FACILITIES

A. The Lessee hereby expressly agrees to maintain the premises in a clean, wholesome and sanitary condition at all times during the term of this Agreement.

B. The Lessee shall conserve, protect, preserve, maintain and keep in good state of repair, the facilities demised herein, at its own cost and expense. The work required in order to discharge these obligations shall be approved in advance by the Authority.

ARTICLE 14. LIENS

The Lessee shall not do, or suffer anything to be done, upon or in connection with the premises, which may subject the facilities, or any part thereof, to any liens or rights in rem; and shall promptly discharge, or cause to be discharged, any lien or right in rem; which may arise or exist at any time with respect to the facilities or to any alterations, additions, betterments, or modifications thereof.

ARTICLE 15. ASSIGNMENTS

Neither this lease nor any interest herein contained shall be transferred or assigned by the Lessee; and the Lessee shall not sublet the premises, or any part thereof, without the prior written consent of the Authority.

ARTICLE 16. LIMITATIONS OF THE LESSEE RIGHTS

This Agreement does not constitute the Lessee as an agent, officer or employee of the Authority for any purposes whatsoever.

ARTICLE 17. NOTICES

Notices to the Authority must be in writing and either delivered by hand or sent mail; postage prepaid, addressed to the Executive Director, Puerto Rico Ports Authority, G. P. O. Box 2829, San Juan, Puerto Rico 00936. Notices to the Lessee must be in the same manner addressed to: Augusto C. Ríos, G. P. O. Box 2648, San Juan, Puerto Rico 00936.

This agreement constitutes the entire contract between the parties on the subject matter and may not be changed, modified, discharged or extended, except by written supplement duly executed on behalf of the parties.

ARTICLE 19. NON-DISCRIMINATION CLAUSE

In connection with the utilization of the premises covered by this agreement, Lessee agrees not to discriminate against any person, employee or applicant for employment, because of race, religion, color or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, lay-offs, or termination; rates or any other form of compensation and selection for training including apprenticeship. The Lessee agrees to post, in conspicuous places available for employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause.

ARTICLE 20. OTHER PROVISIONS

A. The failure of the Authority to insist, in any one or more instances, upon performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of the Authority's right to the future performance of any such terms, covenants, or conditions; and the Lessee's obligations in respect of said future performance shall continue in full force and effect; and the receipt and acceptance of rent shall not be deemed to be a waiver of any breach or default by the Lessee of any provisions of this Agreement nor shall it invalidate or impair the efficacy of any termination, or notice of termination hereunder, unless expressly so agreed in writing by the Authority.

B. The covenants and conditions herein contained shall apply to the successors, executors, administrators and assigns of the Lessee.

*mtw*

*act*

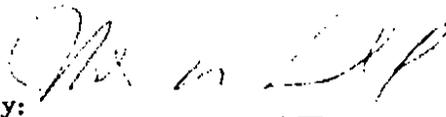
... shall have any claims or complaint relating to the activities authorized under this Agreement, or of any other nature whatsoever, Lessee shall communicate same in writing to the Executive Director of the Authority by certified mail, return receipt requested.

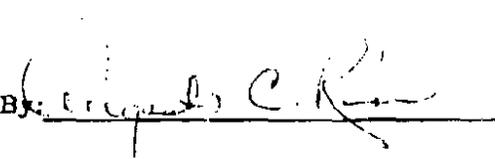
ARTICLE 21. EFFECTIVE DATE

The effective date of this agreement shall be either the date upon which the Federal Maritime Commission determines in writing that this agreement is not subject to approval under Section 15 of the Shipping Act 1916 or the date upon which such approval is granted.

IN WITNESS WHEREOF, the parties have signed this Agreement in San Juan, Puerto Rico, this 21 day of June 1977.

PUERTO RICO PORTS AUTHORITY      SEA-LAND SERVICE INC.

By: 

By: 

*WV*  
*AK*

CERTIFICATION

I, RONALDO RODRIGUEZ OSSORIO, Secretary of the Puerto Rico Ports Authority, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico, created by Act No. 125 approved on May 7, 1942, as amended, hereby certify that the foregoing is a true copy of Contract No. AP-76-77-(4) 109, between the Puerto Rico Ports Authority and Sea-Land Service, Inc.

In San Juan, Puerto Rico, this 3rd day of April, 1978.

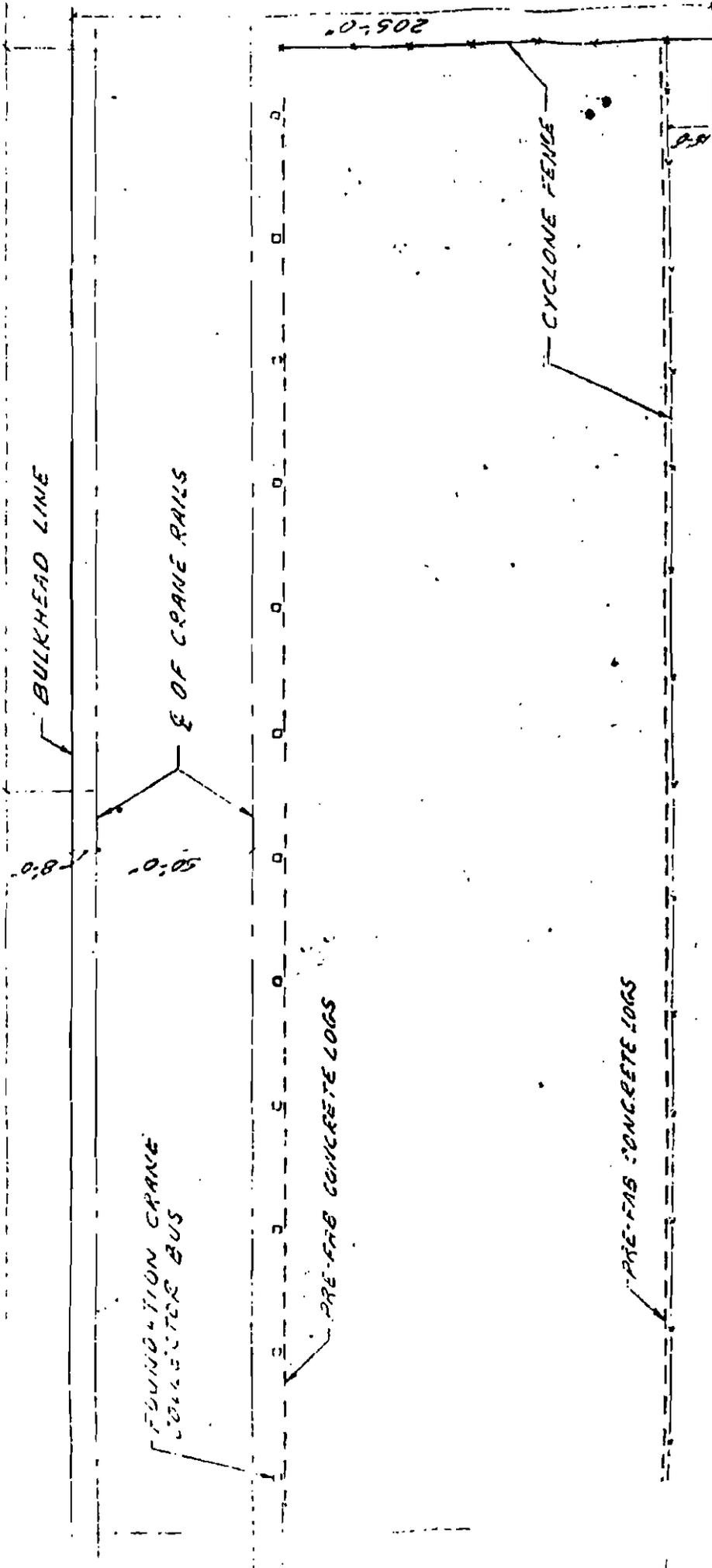
  
Ronaldo Rodriguez Ossorio  
Secretary  
Puerto Rico Ports Authority

812711 J

600'-0"

812711 X

350'-0"



END OF PAVEMENT  
 TEMPORARY STORAGE AREA FOR SEALAND SERVICE, INC.

205'-0"

CYCLONE FENCE

PRE-CAST CONCRETE LOGS

PRE-CAST CONCRETE LOGS