

301-200866

LEASE AND OPERATING AGREEMENT

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

PORT EVERGLADES AUTHORITY,  
a Public Corporation,  
organized and existing under the laws  
of the State of Florida,  
hereinafter called LESSOR;

and

KING OCEAN SERVICE DE VENEZUELA, S.A.  
a Venezuelan Corporation,  
hereinafter called LESSEE;

and

KING OCEAN CENTRAL AMERICA, S.A.  
a Panamanian Corporation,  
hereinafter called GUARANTOR

RECEIVED  
JUN 15 1994

This Agreement is made for the benefit of and shall be binding upon the parties, their successors and assigns.

W I T N E S S E T H, that,

LEASE

1. DEMISE

Lessor does hereby lease to Lessee property (hereafter referred to as the "demised premises") owned by Lessor, located at "Midport", Port Everglades in BROWARD COUNTY, FLORIDA, and described on Exhibit "A" attached hereto.

Lessor covenants with Lessee that it is possessed of a good and marketable fee simple title to the above-described demised premises, free and clear of all encumbrances and that it will defend the same against the lawful claims of all persons whomsoever.

2. TERM

TO HAVE AND TO HOLD the same for five (5) years beginning on its effective date, as that term is defined in Paragraph 4 hereof.

3. OPTION TO EXTEND LEASE TERM

Lessee shall have the right to extend the term of this Agreement for two (2) additional five (5) year periods, provided it has kept all of the terms and conditions hereof. Lessee shall give Lessor written notice of its intent to exercise said option(s) nine (9) months prior to the expiration of the primary term and each option term thereafter; otherwise said option(s) shall terminate. The parties hereto shall execute an agreement within 90 days following such notice; otherwise, this Agreement



shall terminate. The terms and conditions of this Agreement shall be renegotiated except those for which full tariff charges apply.

4. EFFECTIVE DATE

This Agreement shall be filed with the Federal Maritime Commission and shall become effective in accordance with the terms of Section 5 of the Shipping Act of 1984. Its "effective date" as used herein shall be the date it becomes effective in accordance with said Section.

5. USE

A. Lessee shall use the demised premises as a container terminal yard and for ancillary or related uses.

B. Lessee shall make no unlawful, improper nor offensive use of the demised premises and shall comply with all laws, ordinances, rules and regulations of all governmental bodies having jurisdiction over the demised premises and the business being conducted thereon, including those imposed by Lessor; provided however, any such laws, ordinances, rules or regulations imposed by Lessor shall be imposed and operate uniformly with respect to all who avail themselves of similar services or facilities at Port Everglades.

Said premises shall be used and maintained by Lessee in such manner as to avoid the creation of any nuisance from dust, smoke, odors, fumes, noise or otherwise. Should Lessee fail to comply with the provisions of this paragraph, Lessor shall have the right to seek such remedies in a court of law as are available to address the alleged wrong.

C. It is understood that Lessee will do no welding nor burning on the demised premises until all required permits from Lessor and the U.S. Coast Guard are first obtained. Lessor agrees that it will not unreasonably withhold issuance of any permit required by Lessor.

D. Under no circumstances shall the Lessee lease or permit others to use the demised premises in competition with any business conducted by Lessor and in particular Lessee shall store no cargo, other than its own, on the demised premises except as provided for in Paragraph 32 hereof.

6. RENTAL

A. RENT

Lessee agrees to pay Lessor and Lessee agrees to accept as rent for the first two years of the lease term, the total sum of Four Hundred Thirty-two Thousand Dollars (\$432,000.00), payable in advance in

twenty-four (24) equal monthly payments of Eighteen Thousand Dollars (\$18,000.00), plus the applicable Florida sales tax rate, commencing on the effective date or the date of occupancy by Lessee, whichever occurs later, and a like sum (adjusted as hereinafter provided) on the 1st day of each month thereafter during the term of this Agreement.

B. RENT ADJUSTMENTS

Beginning with the third year of the lease term and every year thereafter during the term of this Agreement, monthly rental shall be adjusted, subject to the limitations hereinafter provided, so that it shall be such sum of money as is equivalent to the purchasing power of \$18,000.00 for the month of \_\_\_\_\_, 199\_. Such purchasing power shall be measured by the index number of retail commodity prices for the month of \_\_\_\_\_ last preceding the date of adjustment. Such adjusted rental shall be computed by multiplying \$18,000.00 by the index number for the month of \_\_\_\_\_ last preceding the date of adjustment and dividing the result by the index number for \_\_\_\_\_, 199\_, (which is \_\_\_\_\_); provided however, the said monthly rental shall never be adjusted so as to reflect a change of more than a five percent (5%) increase.

*ok* C. INDEX - The index numbers to be employed are the index number of retail commodities prices designated "Consumers Price Index - all items" CPIU (1982-84 = 100) prepared by the Bureau of Labor Statistics of the U.S. Department of Labor. Any publication by either the U.S. Department of Labor or the U.S. Department of Commerce in which such index numbers are published shall be admissible in evidence in judicial proceedings involving this Lease without further proof of authenticity. In the event the U.S. Department of Labor ceases to prepare and to publish such commodity index numbers, the adjustment of rent thereafter shall be according to the most comparable commodity index as determined by agreement of the parties hereto, and in the absence of agreement, then as determined by arbitration in accordance with the then existing rules of the American Arbitration Association.

In the event of any delay in establishing an adjustment of rent, the Lessee shall continue paying rent under the last preceding adjustment until such times as the required adjustment is determined, at which time an accounting will be made retroactive to the beginning of the adjustment period in question.

C. PLACE OF PAYMENT - Each rental payment shall be paid by Lessee to Lessor without demand at the office of the Lessor at Port Everglades, Florida, located at 1850 Eller Drive.

D. SECURITY DEPOSIT

Lessor acknowledges receipt of the sum of Eighteen Thousand Dollars (\$18,000.00) from Lessee as a security deposit. Said deposit shall be used as a guarantee of Lessee's performance of the terms of this lease and to reimburse Lessor for any costs or expenses resulting from Lessee's default hereunder. All or any part of the security deposit used by Lessor to remedy any default hereunder shall be immediately due and payable by Lessee to Lessor so that the security deposit shall at all times be maintained at its original agreed amount.

This deposit shall be returned to Lessee at the expiration of the term provided Lessee has not defaulted hereunder.

7. PENALTY CLAUSE

If rent or any other payment required under the Lease portion of this Agreement is not paid within fifteen (15) days from its due date, Lessee shall pay, 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 charges as is provided for under the rules and regulations and Tariff of the Lessor, provided such interest assessment shall be applied uniformly to all tenants and Port users of the Lessor similarly situated.

8. TAXES

For each year of the term of this Agreement, Lessee agrees to pay when due, all taxes levied and assessed upon the demised premises and all improvements thereon and Lessee's leasehold, together with all special assessments of whatsoever kind levied and assessed against the leasehold property and improvements thereon. It is understood that the leased premises of the Lessor are immune from taxation. In the event said lands or facilities should be determined to be subject to taxation, Lessee agrees to pay same before they become delinquent.

Lessee agrees to pay when due, and before the same becomes delinquent, all tangible personal property taxes which may be levied and

assessed against all tangible personal property situated on the leased premises and subject to taxation.

Lessee agrees to pay when due, and before the same becomes delinquent, all intangible personal property taxes which may be levied and assessed against Lessee's intangible personal property subject to taxation in Broward County, Florida.

Nothing herein shall prevent Lessee 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 or Lessor.

Additionally, Lessee agrees to pay all sales or use taxes which might hereafter be lawfully assessed or imposed and arising out of the execution of this Agreement.

#### 9. UTILITIES

Lessee shall pay directly to Florida Power and Light Company all charges for electrical utilities consumed on or from the demised premises during the term of this Agreement. In cases where the Lessor leases space in the multi-user area with only one meter, the Lessee will pay to Lessor a prorated portion of the electricity based on square footage occupied.

#### 10. IMPROVEMENTS

##### A. General

Lessee shall have no right to undertake the construction of any improvements on the demised premises nor to alter or add to any improvement once constructed without having first obtained the written consent of Lessor which consent shall not unreasonably be withheld.

Upon termination of this Agreement all improvements placed on the demised premises by Lessee shall become the property of Lessor or be removed at the cost of the Lessee at the Lessor's option.

##### B. Lessor's Improvements

Lessor agrees that it will, at its own cost and expense, construct or provide certain improvements as described in Exhibit "B" attached hereto.

##### C. Lessee's Improvements

Lessee agrees that it will, at its own cost and expense, construct or provide certain improvements as described in Exhibit "B" of this Agreement.

11. RIGHT TO INSPECT

Lessor or any of its authorized agents or employees shall have the right to enter upon the demised premises during reasonable hours to inspect same for any reason or in order to make inquiry or ascertain whether Lessee is complying with the terms of this Agreement.

12. BANKRUPTCY OR INSOLVENCY OF LESSEE

If Lessee becomes insolvent or if bankruptcy shall be begun by or against Lessee, and within thirty (30) days thereof Lessee fails to secure a discharge thereof, or if Lessee should make an assignment for the benefit of creditors before the end of the term of this Agreement, the Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this Agreement as for a default. Lessor may elect to accept rent from the receiver, trustee or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's right as contained in this Agreement, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in and to the above-described property by virtue of this Agreement.

13. TIME OF ESSENCE

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

14. LESSOR'S RIGHTS CUMULATIVE

The rights of the Lessor hereunder shall be cumulative, and shall be in addition to rights as otherwise provided by the Statutes of the State of Florida and failure on the part of the Lessor to exercise promptly any rights afforded it by this Agreement or by said laws shall not operate to forfeit any such rights.

15. MAINTENANCE

(A) Lessee agrees as follows:

(1) To be responsible for maintenance, improvements and/or expansion of the U.S.D.A. inspection platform. Lessor shall reimburse Lessee, through credits applied against rental, for 50% of the cost of improvements and/or expansion of the U.S.D.A. inspection platform. Said rent credits are not to exceed \$15,000. Plans and costs for any improvements/expansion must first be approved by Lessor.

(2) To be responsible for maintenance and repair of all truck scales on the demised premises according to manufacturer's specifications.

(3) To be responsible for maintenance and repair of all reefer receptacles. Such maintenance and repair shall be to Lessor's specifications.

(4) To maintain the demised premises in a safe, neat and orderly manner, free from trash, debris or other unsafe unsightly or unsanitary matter.

(5) To be responsible for the "clean-up" of environmental pollution of the demised premises caused by Lessee, its invitees, employees or contractors, and Lessee agrees to indemnify and hold harmless Lessor from any loss it sustains or expense to which it is put arising from Lessee's failure to perform its obligations hereunder. All oil, grease, containers and other material which might create pollution shall be disposed of in accordance with all current governmental regulations then in effect. "Pollution" hereunder shall refer to conditions which could reasonably require remediation under applicable rules or statutes.

(6) To be responsible for the repair of all damage caused by the negligence, misconduct or misfeasance of its employees, agents, contractors or invitees. Such repair is to include but not be limited to fencing, gates, lighting and pavement.

(B) Lessor agrees as follows:

(1) To be responsible for repair of terminal paving arising from settlement and normal wear and tear resulting from container mounting and grounding operations and use of rubber wheeled vehicles; provided, however, Lessee shall be responsible for repairs resulting from negligent acts of its employees, agents, contractors, or invitees.

(2) To be responsible for maintenance and repair of all underground utilities except for repairs resulting from the negligent acts of Lessee, its employees, agents, contractors or invitees.

(3) Lessor shall be responsible for all other maintenance and repairs required by or on the demised premises except for repairs resulting from the negligent acts of Lessee, its employees, agents, contractors or invitees.

16. LIABILITY INSURANCE

Lessee shall provide at its own expense and keep in continuous force and effect, either through an approved self-insurance program or by a commercial general liability insurance program, insurance with minimum limits of five million dollars (\$5,000,000) for single limit bodily injury and property damage; business automobile insurance, including owned, hired and non-owned vehicles with similar limits. The coverage shall name Lessor as an additional insured. The coverage, if not self-insurance, will be underwritten by a company or companies satisfactory to Lessor. Lessee will furnish a Certificate of Insurance or other appropriate documentation to Lessor to evidence continuous coverage.

17. ASSIGNMENT OR SUBLETTING

Lessee shall not assign its interest in this Agreement nor sublet all or any part of the demised premises except to a subsidiary, related or affiliated company of Lessee. Lessee shall not mortgage, hypothecate nor otherwise encumber its interest in this Agreement without the prior written consent of Lessor; provided however, Lessor shall not unreasonably withhold such consent. No such assignment or subletting shall become effective until an executed assumption agreement is approved by the Lessor, establishing the terms of which the subtenant or assignee has expressly assumed the obligations of Lessee hereunder.

18. COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Lessee in the use and enjoyment of said premises shall comply with all laws, governmental regulations, statutes, ordinances, rules, and directives of the Federal, State, County and Municipal governments having jurisdiction over the demised premises and the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by Lessor; provided, however, any such regulations and rules imposed by Lessor shall be imposed uniformly against all businesses or industries located or providing similar services at Port Everglades.

19. APPLICABILITY OF TARIFF

Except as otherwise provided for herein, Lessee, in its use of property or facilities and services at Port Everglades, shall be in accordance with and comply with all provisions of Port Everglades Tariff No. 10, and any amendments thereto or reissues thereof.

20. INDEMNIFICATION AND HOLD HARMLESS

Except for its responsibility for repairs and maintenance as provided for in Paragraph 15 hereof, no responsibility shall rest upon Lessor by reason of the condition of the premises or equipment or structures to be located thereon nor shall Lessor be liable to Lessee or any of its patrons, customers, agents, servants or employees by reason of the condition of the premises or any improvements, equipment or personal property situated thereon. Lessee shall indemnify and hold harmless Lessor against all liability and expenses, including all judgments, court costs, investigative expenses, attorneys' fees and other charges arising from any claim for injuries to the person of any of its patrons, customers, agents, servants or employees, incurred on the demised premises during the term of said Agreement or in any manner arising or resulting from Lessee's occupancy of the demised premises, except when caused by the negligence, act or omission of the Lessor.

21. DEFAULT

The prompt payment of the rent hereunder pursuant to the terms of this Agreement and the prompt and faithful performance of all the terms and conditions hereof are the conditions upon which this Agreement is made. In the event that Lessee should fail to comply with any material terms and conditions of this Agreement or if it should abandon or vacate the demised premises before the end of the term or any extensions hereof, Lessor at its option may declare this Agreement terminated and all Lessee's rights and interests hereunder shall forthwith terminate and Lessor, its agents, employees or attorneys shall have the right to enter the demised premises and remove all persons therefrom and to accelerate and declare immediately due and payable, all unpaid rents or other sums required to be paid to Lessor from Lessee by the terms of this Agreement.

22. PROTECTION AGAINST LIENS

Lessee agrees not to incur any indebtedness giving rise to a lien on the premises or Lessee's right therein, and the existence of any claim or lien of record for a period in excess of thirty (30) days after written notice thereof to Lessee or thirty (30) days after knowledge thereof by Lessee shall constitute a material breach of this Agreement.

23. NOTICES

Any notices required by this Agreement or by law to be sent to Lessor shall be sufficient if transmitted by registered mail, addressed to Lessor as follows:

PORT EVERGLADES AUTHORITY  
ATTN: Director of Administration  
1850 Eller Drive  
Fort Lauderdale, Florida 33316

Any notices required by this Agreement or by law to be sent to Lessee shall be sufficient if transmitted by registered mail, addressed to Lessee as follows:

KING OCEAN SERVICE DE VENEZUELA, S.A.  
7570 N.W. 14 Street  
Miami, Florida 33126

cc: KING OCEAN CENTRAL  
AMERICA, S.A.  
(Same address)

or such other place as Lessor or Lessee respectively shall from time to time designate in writing.

24. ADVANCES BY LESSOR

In the event Lessee shall fail to make payments of any sums required to be paid by Lessee under this Agreement other than the payment of rent, Lessor at its option may pay such sums for Lessee after reasonable notice to Lessee. All sums so advanced shall be paid by Lessee to Lessor on the first day of the month following the advance; and Lessee will pay interest on such advances at the rate of twelve percent (12%) per annum until paid.

25. INDEMNITY AGAINST COSTS

Lessee shall be liable to Lessor for all costs, expenses, attorneys' fees and any damages which may be incurred or sustained by Lessor by reason of Lessee's breach of any of the provisions of this Agreement. Any sums due Lessor under the provisions of this paragraph shall constitute a lien against the interest of Lessee in the demised premises and all its property situated thereon to the same extent and under the same conditions as delinquent rent would constitute a lien on said premises and property.

26. CHOICE OF LAW; WAIVER OF JURY TRIAL

Any controversies arising out of this transaction and this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the State or Federal courts having jurisdiction in Broward County, Florida, and shall be governed by the Laws

of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either of them may have to a trial by jury of any such litigation.

**27. RIGHT TO CONSTRUCT**

If at any time during the term of this Agreement it is necessary for Lessor to enter the demised premises for the purposes of constructing utility or pipeline facilities or making repairs or other needed improvements, Lessee agrees that Lessor may enter the premises for such purposes during reasonable hours and under conditions that will not unreasonably interfere with Lessee's use of the demised premises.

**OPERATING AGREEMENT**

**28. WHARFAGE CHARGES**

Lessee shall pay wharfage charges based upon the following rates:

<u>Tons* Per Year</u>	<u>Rate as % of Tariff</u>
0 - 150,000	100% + Container Unit Charge
150,000 - 250,000	65% + Container Unit Charge
250,000 - 350,000	50% + Container Unit Charge
Over 350,000	25% + Container Unit Charge

\*All reference to "Tons" in this paragraph or elsewhere in this agreement refers to SHORT TONS (2,000 lbs.).

**29. MINIMUM GUARANTEED WHARFAGE**

Lessee guarantees Lessor 20,000 tons per acre per lease year for the originally assigned area and for any additional area added at the request of Lessee during the term of this Agreement or any extensions thereof. Within thirty (30) days following the end of each lease year, Lessee shall pay Lessor, in fulfillment of its minimum guaranteed wharfage obligations, an amount, if any, by which the applicable minimum guaranteed wharfage provided for above exceeds the wharfage charges actually incurred by Lessee during the period being accounted for. "Lease year" shall mean the twelve-month period immediately following the effective date or the date of occupancy, whichever is later, and each twelve-month period thereafter.

**30. RIGHT TO ADD ADDITIONAL ACREAGE AND BASE THROUGHPUT TONNAGE**

**Acreage Provided On A Guaranteed Basis**

A base throughput tonnage of 35,000 cargo wharfage tons per acre per year is established. When tonnage throughput reaches a level of 40,250 tons per acre per year for a period of six (6) consecutive months, Lessee may request the additional contiguous acreage as shown on Exhibit "A" designated as "4.5 acres" to return its operation to the base throughput tonnage. Once requested, Lessor will have sixty (60) days to provide such additional acreage, which will return the throughput to the 35,000 tons per acre benchmark. Said acreage will be provided by Lessor at the then existing rent rate per acre charged to Lessee for Lessee's existing acres. Additional acreage must either be adjacent to Lessee's leasehold or subject to the prior approval of Lessee. The total maximum acreage to be made available by Lessor under all of the terms of this Agreement is 22.5 acres.

Should the acreage adjacent to the Lessee's leasehold be reduced to three (3) or fewer acres as a result of Lessee's expansion, Lessee agrees to lease all 22.5 acres.

**31. CONTAINER GANTRY CRANE MINIMUM USE AND CHARGES**

Charges for use of the Port's container gantry cranes will be in accordance with Port Everglades Tariff No. 10, Item No. 905, any amendments thereto or reissues thereof. Lessee guarantees minimum combined usage of container gantry cranes for each year of the agreement as follows:

1st Year	1,400 crane hours
2nd Year	1,400 crane hours
3rd Year	1,500 crane hours
4th Year	1,600 crane hours
5th Year	1,600 crane hours

In the event additional land is acquired under the terms of the agreement, Lessee will guarantee an additional 100 crane hours more for each acre of land so added for each year of the agreement. Should land be added during the course of a year, the additional crane usage guarantee will be prorated.

Crane minimum use will be billed and paid as provided for under Paragraph 29, Minimum Guaranteed Wharfage.

**32. KING OCEAN RELATIONSHIPS WITH OTHER SHIPPING LINES**

For purposes of application of cargo wharfage discounts, minimum tonnage guarantees, container gantry crane minimum use guarantees, and the

provision to add container yard land, in instances where King Ocean seeks to act as stevedore and/or terminal operator for a line(s), full tariff wharfage charges will apply unless the Port enters into a separate agreement with such line(s). Tonnage generated by such line(s) will not apply to King Ocean's minimum tonnage guarantees. Crane hours generated by such line(s) will not apply to King Ocean's container crane minimum use guarantees. Tonnage generated by such line(s) will not apply to the provisions for adding container yard land. Prior to contracting with any line(s) to perform stevedoring and/or terminal operating services, King Ocean will obtain the approval of the Port Director, which approval will not be unreasonably withheld. The Port Director could deny approval if in the Port Director's opinion such approval would have a negative impact on Port revenues or would have the potential of causing business disruptions or dislocations among existing Port users.

33. GUARANTEE

Guarantor guarantees to Lessor, its successors and assigns full performance and observance of all the covenants, conditions and agreements herein provided to be performed by Lessee, its successors and assigns and expressly agrees that the obligations of the Guarantor hereunder shall not be terminated, affected or impaired by reason of the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of this Agreement or by reason of the waiver or failure of the Lessor to enforce any of the terms hereof or by reason of the granting of any indulgence or extension of the time to Lessee, all of which may be given or done without notice to Guarantor.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates shown below.

Witnesses as to Lessor:

1) Rosalie Dugue

2) Joanne Bolanda

LESSOR

PORT EVERGLADES AUTHORITY

By: Mary Anne Gray  
Mary Anne Gray  
Chair

6-2-94  
Date

Attest: James J. O'Brien  
James J. O'Brien  
Port Director

6-3-94  
Date

LESSOR

Witnesses as to Lessee:

1) Marcia Carlson  
Marcia Carlson

2) Olga Salvat  
Olga Salvat

LESSEE

KING OCEAN SERVICE  
DE VENEZUELA, S.A.

By: Anibal Esteban Miranda  
(Signature)

Anibal Esteban Miranda  
(Signature name typed)

Title: Vice-President  
(Please type)

Date: May 12, 1994  
(Please type)

LESSEE

Witnesses as to Lessee:

1) Marcia Carlson  
Marcia Carlson

2) Olga Salvat  
Olga Salvat

LESSEE

KING OCEAN CENTRAL AMERICA, S.A.

By: Anibal Esteban Miranda  
(Signature)

Anibal Esteban Miranda  
(Signature name typed)

Title: Vice-President  
(Please type)

Date: May 12, 1994  
(Please type)

GUARANTOR

Approved as to form:

Linwood Cabot  
Linwood Cabot  
Port Attorney

LEGAL DESCRIPTION

A PORTION OF "PORT EVERGLADES PLAT NO. 13" AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, Lying in the Northeast Quarter of Section 23, Township 50 South, Range 42 East in the City of Hollywood, County of Broward, State of Florida and being more particularly described as follows:

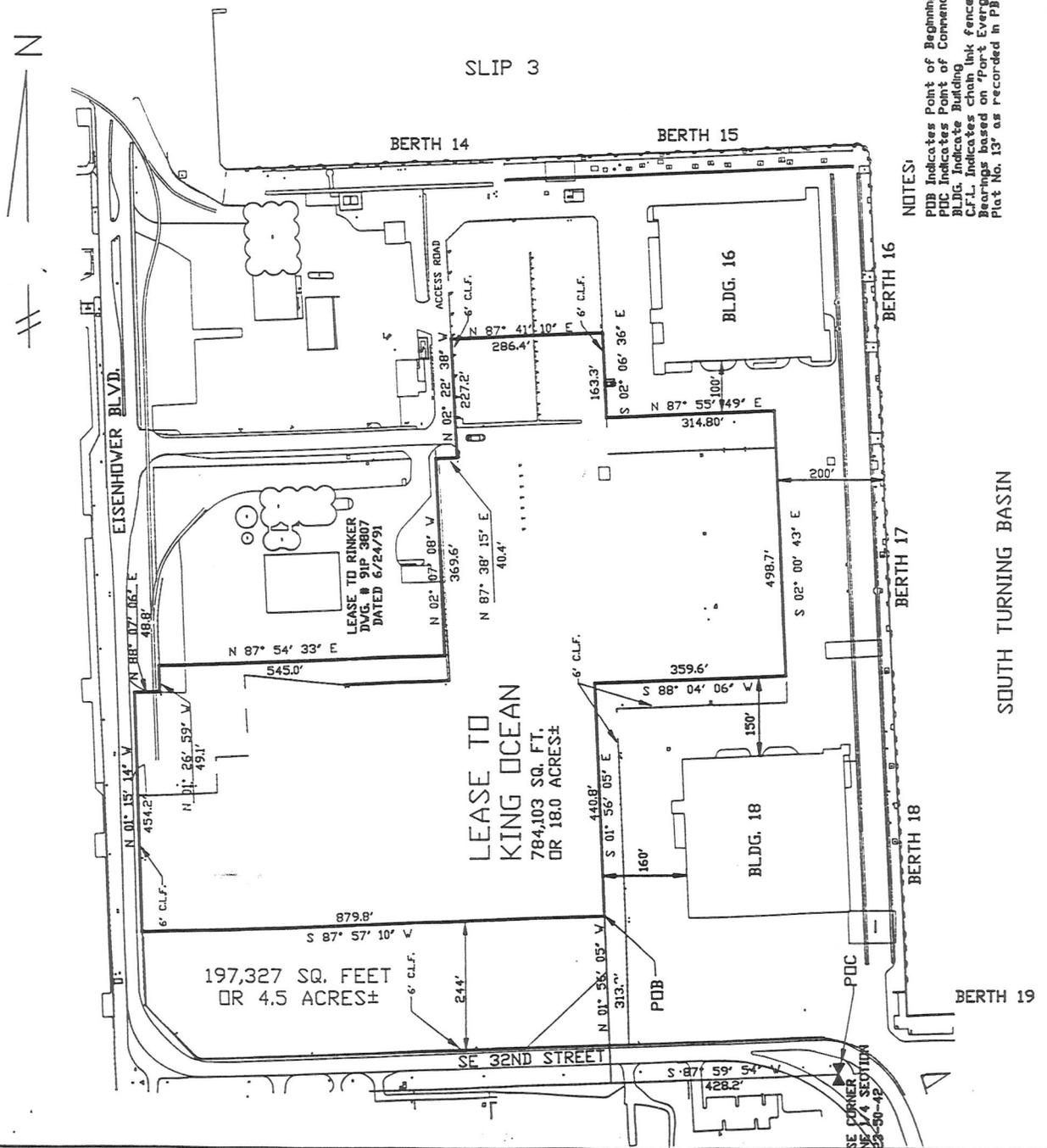
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE SOUTH 87° 54' 54" WEST ON A BEARING BASED ON THE SOUTH LINE OF SAID "PORT EVERGLADES PLAT NO. 13" A DISTANCE OF 428.2 FEET; THENCE NORTH 01° 56' 05" WEST A DISTANCE OF 313.9 FEET TO A POINT LYING 1600 FEET WEST OF THE BEGINNING OF SAID SOUTH LINE; THENCE SOUTH 87° 57' 10" WEST PARALLEL TO AND 244' FEET NORTH OF AN EXISTING 6 FOOT CHAIN LINK FENCE ON THE NORTH SIDE OF SOUTHEAST 32ND STREET AS PRESENTLY CONSTRUCTED A DISTANCE OF 187' 9" FEET TO AN EXISTING 6 FOOT CHAIN LINK FENCE; THENCE NORTH 01° 56' 05" WEST ALONG SAID FENCE A DISTANCE OF 454.2 FEET TO AN LINK FENCE; THENCE NORTH 88° 07' 06" EAST ALONG A 6 FOOT CHAIN LINK FENCE A DISTANCE OF 48.8 FEET; THENCE NORTH 01° 56' 05" WEST A DISTANCE OF 491 FEET TO THE SOUTHWEST CORNER OF A LEASE AS SHOWN ON PORT EVERGLADES AUTHORITY DRAWING # 91P 3807 DATED 6/24/91; THENCE NORTH 02° 22' 38" WEST ALONG THE SOUTH LINE OF SAID LEASE TO RINKER A DISTANCE OF 545.0 FEET; THENCE EAST ALONG THE EAST LINE OF SAID LEASE TO RINKER A DISTANCE OF 369.6 FEET; THE INTERSECTION WITH A 6 FOOT CHAIN LINK FENCE; THENCE SOUTH 87° 55' 49" WEST ALONG SAID FENCE AND EASTERLY PROJECTION THEREOF A DISTANCE OF 40.4 FEET; THENCE NORTH 02° 22' 38" WEST ALONG SAID SOUTHERLY PROJECTION OF A 6 FOOT CHAIN LINK FENCE AND ALONG SAID FENCE A DISTANCE OF 227.2 FEET; THENCE NORTH 87° 41' 10" EAST ALONG AN EXISTING 6 FOOT CHAIN LINK FENCE; THENCE SOUTH 02° 06' 36" EAST ALONG SAID FENCE A DISTANCE OF 163.3 FEET; THENCE NORTH 87° 55' 49" EAST PARALLEL TO AND 1000 FEET SOUTH OF THE SOUTH WALL OF BUILDING 16 AS PRESENTLY CONSTRUCTED A DISTANCE OF 314.8 FEET TO A POINT LYING 200.0 FEET WEST OF THE WATERS FACE OF THE BULKHEAD AT BERTH 16 AS MEASURED AT A RIGHT ANGLE TO SAID BULKHEAD; THENCE SOUTH 02° 00' 43" EAST PARALLEL TO AND 200.0 FEET WESTERLY OF SAID BULKHEAD AT BERTHS 16 AND 17 A DISTANCE OF 498.7 FEET TO A POINT LYING 150.0 FEET NORTH OF THE NORTH WALL OF BUILDING 18 AS PRESENTLY CONSTRUCTED; THENCE SOUTH 88° 04' 06" WEST PARALLEL TO AND 150.0 FEET NORTH OF THE NORTH WALL OF SAID BUILDING 18 A DISTANCE OF 359.6 FEET TO A POINT LYING ON THE NORTHERLY PROJECTION OF A LINE BEING PARALLEL TO AND 1600 FEET WEST OF SAID BUILDING 18; THENCE SOUTH 01° 56' 05" EAST ALONG SAID LINE BEING PARALLEL AND 1600 FEET WEST OF BUILDING 18 A DISTANCE OF 440.8 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 748,103 SQUARE FEET OR 18.0 ACRES MORE OR LESS AS SHOWN HEREON.

EXHIBIT "A"

SKETCH OF DESCRIPTION

PORT EVERGLADES AUTHORITY			
LEASE TO KING OCEAN AT MIDPORT			
DESIGNED	DRAWN	CHECKED	DRAWING NO.
	YB		94P 4028
DATE	SCALE	ACAD #	SHEET OF
5/9/94	1" = 200'	KINGD	1 1



NOTES:  
 POB Indicates Point of Beginning  
 POC Indicates Point of Commencement  
 BLDG. Indicates Building  
 CLF. Indicates Chain Link Fence  
 Bearings based on "Port Everglades Plat No. 13" as recorded in PB 55 Pg. 12 BCPR.

SOUTH TURNING BASIN

EXHIBIT "B"

IMPROVEMENTS

To be provided by and at the cost of Lessor:

- \*\*\* Reefer facilities with capacity for up to 74 units
- \*\*\* 50% of cost of one (1) truck scale installed; 50% of cost of second truck scale installed if needed
- \*\*\* Perimeter fencing and gates

To be provided by and at the cost of Lessee:

- \*\*\* 50% of cost of one (1) truck scale installed; 50% of cost of second truck scale installed if needed
- \*\*\* All necessary improvements to the U.S.D.A. inspection platform at Building 16

/fm  
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