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FEDERAL MARITIME COMMISSION



SECOND AMENDMENT TO 201160-002
MARINE TERMINAL LEASE AND OPERATING AGREEMENT
BETWEEN
BROWARD COUNTY
AND
MEDITERRANEAN SHIPPING COMPANY S.A.



SECOND AMENDMENT TO
MARINE TERMINAL LEASE AND OPERATING AGREEMENT

This Second Amendment to Marine Terminal Lease and Operating Agreement ("Second Amendment") 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

MEDITERRANEAN SHIPPING COMPANY S.A.
a Switzerland corporation,
authorized to transact business in the state of Florida,
(hereinafter referred to as "MSC")

WITNESSETH:

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

WHEREAS, MSC is a privately held shipping line company based in Geneva, Switzerland and is a leading global ocean shipping company; and

WHEREAS, COUNTY and MSC have entered into that certain Marine Terminal Lease and Operating Agreement dated June 24, 2004, and First Amendment dated December 11, 2007 hereinafter collectively referred to as ("Agreement"); and

WHEREAS, COUNTY and MSC desire to amend the Agreement to provide for revisions to the term and demised premises sections, minimum guaranteed payment terms, and revisions to other conditions of the Agreement as 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 is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Article 1, entitled, PREMISES, is hereby amended to read as follows:

1. **PREMISES**

...

G. **RELOCATION PARCEL**

~~The parties hereto acknowledge, that it is the intent of COUNTY (within six [6] years following the date COUNTY executes this First Amendment) to use its best efforts to relocate MSC from a ten (±10) acre grid parcel (which grid parcel is assigned to MSC under the terms and conditions of the Port Everglades Tariff No. 12) to an alternative eleven (±11) acre parcel (fully improved to COUNTY's modern terminal container yard specifications) contiguous and adjacent to the existing demised premises hereinafter referred to as ("Relocated Site"). All provisions of this Agreement will apply with respect to the Relocated Site, excepting the description of the demised premises hereunder, which shall be revised by an amendment hereto (to reflect the addition of the Relocated Site to the demised premises leased hereunder) executed by MSC and COUNTY, by and through its Port Director. COUNTY shall provide MSC with no less than one-hundred eighty (180) calendar days prior written notice of the date on which MSC's occupation and use of the Relocated Site is to become effective which~~

~~date is hereinafter referred to as ("Relocation Commencement Date"). MSC shall bear all costs and expenses relating to the relocation of all its operations including, but not limited to, relocating all equipment and improvements installed and/or operated by MSC on the ten (±10) acre grid parcel that MSC elects to move to the Relocated Site. All of MSC's improvements and equipment that remains on the ten (±10) acre grid parcel subsequent to the Relocation Commencement Date shall become the property of COUNTY.~~

3. Article 2, entitled **TERM AND COMMENCEMENT DATE**, is hereby amended to read as follows:

2. TERM; COMMENCEMENT DATE AND REOPENER FOR OPTION PERIODS

A. The term of this Agreement shall begin on the "Commencement Date" and shall be for a period of ten (10) years ("initial term"), subject to the rights of termination provided herein. "Commencement Date", as used in this Agreement shall mean the earlier of: i) the date MSC specifies in writing to COUNTY's Port Director as the date MSC will take occupancy of the demised premises, or ii) one hundred twenty (120) calendar days from the date this Agreement is executed by COUNTY. MSC shall have the option to ~~seek an extend~~ extension of the initial term of this Agreement for two (2) additional five (5) year periods, each an ("Option Period"), provided it has kept and remains in compliance with all the terms and conditions of this Agreement. MSC shall give COUNTY's Port Director written notice of its intent to ~~exercise its option to extend~~ seek an extension of the initial term of ~~the this~~ Agreement not less than twelve (12) months prior to the expiration date of the initial term and if applicable, not less than twelve (12) months prior to the expiration date of the first five (5) year ~~option term~~

Option Period ("Option Notice"). Unless COUNTY, through its Board of County Commissioners, waives the required Option Notice, failure of MSC to provide COUNTY's Port Director with same, shall result in the forfeiture by MSC of its option to ~~extend the then existing~~ seek an extension of the initial term or seek the second Option Period as applicable of this Agreement, such option ~~being~~ deemed null and void by the Parties hereto.

B. In the event MSC gives COUNTY's Port Director the required Option Notice, the Parties hereto shall meet and negotiate in good faith the applicable container shipmoves rates, minimum guaranteed payments and other related issues for the applicable Option Period. The results of these negotiations shall be memorialized in a proposed amendment to this Agreement, which proposed amendment shall be subject to the approval of MSC and COUNTY. Failure of the Parties to reach an agreement on the negotiations for a proposed amendment within ninety (90) calendar days following the date Option Notice is received by COUNTY's Port Director, shall result in the applicable Option Period deemed null and void by the Parties hereto.

4. Article 5, entitled, RENTALS, FEES, AND CHARGES, is hereby amended to read as follows:

5. RENTALS, FEES, AND CHARGES

A. PAYMENTS

...

~~B. Beginning on the Relocation Commencement Date, MSC's then current total annual rental amount shall be increased accordingly, by adding the product of the then current per acre rental rate in effect pursuant to Article 5 herein and the total number of acres in the Relocation Site to the then current~~

~~total annual rental amount (hereinafter referred to as "Revised Total Annual Rental"). The Revised Total Annual Rental shall be payable and adjusted in accordance with Article 5 herein and governed by the terms and conditions of this Agreement.~~

5. Article 22, entitled PER CONTAINER (SHIPMOVES) RATES AND ANNUAL MINIMUM GUARANTEED PAYMENT, is hereby amended to read as follows:

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

A. PER CONTAINER (SHIPMOVES) RATES

Except as otherwise provided herein, COUNTY and MSC acknowledge and agree to the following per container (shipmoves) rates (such rates do not include applicable sales tax on crane rental usage) on MSC cargo handled through MSC's terminal facilities at Port Everglades, Florida in lieu of payment of dockage, cargo and container unit wharfage charges, crane rental fees to include crane startup, shutdown, and crane standby of up to one (1) hour, and harbormaster fees. The parties hereto expressly acknowledge and agree that effective October 23, 2007, outbound transshipment container(s) which originates in a foreign port and have been previously: i) discharged from a MSC ship or MSC third party ship and placed directly within MSC's leasehold by MSC's franchised stevedore/cargo handler and ii) subsequently moved directly from MSC's leasehold by MSC's franchised stevedore/cargo handler to shipside for loading on a MSC ship will be charged sixty percent (60%) of the then current MSC per container (shipmoves) rate in effect (as may be adjusted and/or amended by the terms and conditions of this Agreement) at the time the

outbound transshipment container (shipmove(s)) occurred. Outbound transshipment container(s) (shipmove(s)) qualifying for the rate reduction as hereinabove described, shall be counted by COUNTY towards MSC's container (shipmoves) volumes hereunder as follows: every two (2) outbound transshipment shipmove(s) shall equal one (1) MSC container shipmove. Effective upon the date COUNTY approves this Amendment, and over the remaining initial term hereof, all container (shipmoves) from a vessel calling at Port Everglades, which vessel is subject to a Vessel Sharing Agreement ("VSA") and/or Slot Charter Agreement ("SCA") between MSC and a third party steamship line(s) filed with the Federal Maritime Commission (FMC), shall also be counted towards MSC's required annual MGP and billed at the then applicable rates in effect as provided hereinbelow and invoiced to MSC, which is responsible for applicable payments described herein. VSA/SCA cargo will be billed directly to MSC in the same manner as its own proprietary cargo.

1) Beginning on the Commencement Date for the first year of this Agreement, 1–45,000 containers (shipmoves) at the rate of \$35.55 per container (shipmoves) and 45,001 container (shipmoves) and greater at the rate of \$35.00 per container (shipmoves);

2) For the second year of this Agreement, 1-55,000 containers (shipmoves) at the rate of \$36.36 per container (shipmoves), and 55,001 containers (shipmoves) and greater at the rate of \$35.00 per container (shipmoves);

3) For the third year of this Agreement, 1-70,000 containers

(shipmoves) at the rate of \$37.14 per container (shipmoves) and 70,001 container (shipmoves) and greater at the rate of \$35.00 per container (shipmoves);

4) For the fourth year of this Agreement, and each and every successive year thereafter on the anniversary of the Commencement Date over the initial term hereof, the per container (shipmoves) rates shall be adjusted as follows:

a) 1-70,000 containers (shipmoves) rate shall be increased to an amount equal to the product of the 1-70,000 containers (shipmoves) rate during the immediately preceding year multiplied by the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%.

b) 70,001 containers (shipmoves) and greater rate shall be increased to an amount equal to the product of the 70,001 and greater containers (shipmoves) rate during the immediately preceding year multiplied by the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%.

c) The resulting increase to the adjustment in the container (shipmoves) rates set forth in Paragraphs 4(a) and 4(b) as hereinabove amended (annual cap changed from 1.5% to 3%) shall be deemed effective as of the date, which begins year 4 of this Agreement to wit: October 23, 2007.

5) ~~The parties hereto expressly acknowledge and agree that,~~

~~effective on the Relocation Commencement Date and over the remaining term of this Agreement, both the 1-70,000 containers (shipmoves) rate and the 70,001 containers (shipmoves) and greater rate are repealed and replaced with a 1-89,653 containers (shipmoves) rate and a 89,654 containers (shipmoves) and greater rate respectively. Effective on the Relocation Commencement Date, the 1-89,653 containers (shipmoves) rate shall equal the 1-70,000 containers (shipmoves) rate which had been in effect up to the Relocation Commencement Date and the 89,654 containers (shipmoves) and greater rate shall equal the 70,001 containers (shipmoves) and greater rate which had been in effect up to the Relocation Commencement Date. Effective upon the commencement of Contract Year Eight (8), the 1-70,000 containers (shipmoves) rate and 70,001 containers (shipmoves) and greater rate shall be repealed and replaced with 1-75,000 containers (shipmoves) rate and 75,001 containers (shipmoves) and greater rate, respectively.~~

~~On the next annual anniversary of the Commencement Date (following the Relocation Commencement Date) and for each and every successive year thereafter on the annual anniversary of the Commencement Date over the remaining term hereof, the per containers (shipmoves) rates shall be adjusted as follows:~~

- ~~a) 1-89,653 containers (shipmoves) rate shall be increased to an amount equal to the product of the 1-89,653 containers (shipmoves) rate during the immediately preceding year~~

~~and the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%. 1-75,000 containers (shipmoves) rate shall be equal to the product of the 1-70,000 containers (shipmoves) rate during the immediately preceding year and the CPI multiplier as provided in Article 5 herein, subject to an annual cap of 3%.~~

b) ~~89,654 containers (shipmoves) and greater rate shall be increased to an amount equal to the product of the 89,654 and greater containers (shipmoves) rate during the immediately preceding year and the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%. 75,001 containers (shipmoves) and greater rate shall be equal to the product of the 70,001 containers (shipmoves) and greater rate during the immediately preceding year and the CPI multiplier as provided in Article 5 herein, subject to an annual cap of 3%.~~

6) The container (shipmoves) rates provided in this section do not include Port Everglades Tariff charges for breakbulk cargo, electricity, water, line handling services, and container crane standby of more than one (1) hour, all of which shall be billed by COUNTY and paid by MSC at full published Tariff rates. In no event, shall any adjusted container (shipmoves) rates established pursuant to this section be less than the container (shipmoves) rates in effect during the immediately prior twelve (12) month period.

B. ANNUAL MINIMUM GUARANTEE PAYMENT

Effective upon the Commencement Date, and for each and every successive year over the initial term hereof, MSC shall guarantee and make payments to COUNTY (apportioned monthly pro-rata, as applicable) the following sums as Minimum Guaranteed Payment ("MGP").

i. For the first year of this Agreement, MSC shall pay the COUNTY the sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) as MGP.

ii. For the second year of this Agreement, MSC shall pay the COUNTY the sum of Two Million Dollars (\$2,000,000.00) as MGP.

iii. For the third year of this Agreement, MSC shall pay the COUNTY the sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00) as MGP.

iv. For the fourth year of this Agreement, and each and every successive year thereafter on the anniversary of the Commencement Date over the initial term hereof, MSC's annual MGP amount shall be increased to an amount equal to the product of the MGP sum required to be paid during the immediately preceding year, multiplied by the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%. The change in the annual cap from 1.5% to 3% shall be deemed effective as of the date, which begins year 4 of this Agreement to wit: October 23, 2007.

v. The Parties hereto ~~hereto~~ expressly acknowledge and agree that, ~~beginning on the Relocation Commencement Date~~ effective upon the Commencement of Contract Year Eight (8), MSC's then current annual

MGP shall be adjusted upwards to equal the product of ~~89,653~~ 75,000 containers (shipmoves) and the ~~1-89,653~~ 1-75,000 containers (shipmoves) rate in effect as of the ~~Relocation Commencement Date~~ effective start date of Contract Year Eight (8). MSC's adjusted annual MGP shall be referred to as the ("~~Relocation MGP~~") and shall be paid by MSC in one-twelfth increments, beginning the first day of the month following the ~~Relocation Commencement Date~~ start date of Contract Year Eight (8) and on the first day of each month thereafter.

vi. The parties hereto expressly acknowledge and agree that, on the next annual anniversary of the ~~Commencement Date~~ (~~following the Relocation Commencement Date~~) start date of Contract Year Eight (8), MSC's adjusted annual ~~Relocation~~ MGP amount shall be increased to an amount equal to the product of the ~~Relocation~~ MGP required to be paid during the immediately preceding year, and the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%.

vii. The parties hereto expressly acknowledge and agree, that MSC's ~~Relocation~~ MGP shall be adjusted for each and every successive year thereafter on the anniversary of the ~~Commencement Date~~ start date of Contract Year Eight (8) over the remaining initial term hereof. MSC's ~~Relocation~~ MGP amount shall be increased to an amount equal to the product of the ~~Relocation~~ MGP sum required to be paid during the immediately preceding year, and the CPI Multiplier as provided in Article Five herein, subject to an annual cap of 3%. In no event shall any

adjusted MGP amounts established pursuant to this Article, be less than the MGP amounts in effect during the immediate preceding twelve (12) month period.

viii. Effective October 23, 2007 and over the remaining initial term hereof, MSC shall be eligible for a monetary credit in an amount not to exceed 20% of its required annual MGP/~~Relocation~~-MGP. MSC shall become eligible for a credit only if the total of MSC's actual annual container (shipmoves) is less than the guaranteed number of MSC container (shipmoves) for the given Contract Year. The eligible credit shall equal the product of the amount of MSC's container (shipmoves) short and the Contract Year's guaranteed rate for MSC per container (shipmoves). The amount of MSC's container (shipmoves) short used to determine the eligible credit cannot exceed the number of container (shipmoves) handled by MSC (in the applicable Contract Year) for its third-party clients.

For example, if MSC's annual guaranteed container (shipmoves) is 70,000 for a given year, but the actual annual MSC container (shipmoves) count was 60,000, with third-party container (shipmoves) equaling 12,000, then MSC's eligible credit would equal the product of MSC's 10,000 container (shipmoves) short and the MSC per container (shipmoves) rate in effect for the given Contract Year. If the number of third-party container (shipmoves) was 4,000 in the given Contract Year, then the eligible monetary credit to MSC would equal the

product of 4,000 and the MSC per container (shipmoves) rate in effect for that Contract Year. If MSC's container (shipmoves) short was 20,000 with third-party container (shipmoves) equaling 15,000, then MSC's eligible monetary credit would be the maximum allowed of 20% of 70,000 or 14,000 multiplied by the MSC per container (shipmoves) rate in effect for the given Contract Year. Any monetary credit amount shall be posted to MSC's account and applied by COUNTY against MSC's monthly billings commencing not later than December 23rd of each calendar year.

MSC shall pay COUNTY the applicable year's ~~MGP/Relocation~~ MGP amounts in twelve (12) equal monthly installments in advance on the first day of each and every month, without demand, setoff or deduction. In no event, shall any adjusted ~~MGP/Relocation~~ MGP amounts established pursuant to this section Article be less than the ~~MGP/Relocation~~ MGP amounts in effect during the immediately prior twelve (12) month period.

C. ~~MGP/Relocation~~ MGP required to be paid by MSC hereunder, shall be subject to the payment terms and conditions of this Agreement, including Port Everglades Tariff No. 12, amendments thereto and reissues thereof, and shall include applicable Florida sales tax. In addition to manifests and cargo reports required by Port Everglades Tariff No. 12 (which shall be provided by MSC to Broward County's Port Everglades Department within five (5) business days of the vessel call), MSC shall report to Broward County's Port Everglades Department on a monthly basis, the total amount of MSC container (shipmoves) throughput on the demised premises (including, all containers (shipmoves)

handled by MSC on the demised premises for its third party clients which shall be credited by COUNTY towards MSC's containers (shipmoves) monthly totals) and outbound transshipment container(s) described in Article 22A. herein. The reports shall be provided to said Department within five (5) business days following the end of each month over the term hereof. The required Port Everglades Tariff No. 12 report and the monthly reports shall be in the revised forms attached hereto in revised composite Exhibit "B" and made a part hereof as approved by the COUNTY's Port Director. The COUNTY's Port Director reserves the right to request MSC to provide the Port Everglades Department Finance Division with such other cargo reports/records in order to maintain its statistical database.

6. Article 32, entitled, ALTERATIONS; FIXTURES; IMPROVEMENTS AND REQUIRED APPROVALS, is hereby amended to read as follows:

32. ALTERATIONS; FIXTURES; IMPROVEMENTS AND REQUIRED APPROVALS

...

~~E. PAYMENT FOR DESIGN AND ENGINEERING SERVICES;
PAYMENT FOR SPECIFIC SITE IMPROVEMENTS TO GRID
PARCEL; RENT CREDIT~~

~~COUNTY agrees to reduce MSC's annual rental obligation hereunder by providing MSC with rent credit as follows:~~

~~i) For costs and expenses relating to land surveys and soil borings (contracted by MSC) with respect to an eleven (±11) acre site in Southport, Port Everglades which site had been previously identified by COUNTY's staff and MSC representatives as a possible MSC relocation~~

~~site, MSC will receive a rent credit which shall not exceed Twenty-two Thousand Eight Hundred Three Dollars (\$22,803.00).~~

~~ii) For costs and expenses relating to professional design, engineering services as well as construction and development costs relating to the construction and development of generic improvements to the ten (±10) acre grid parcel described in Article 1 herein, MSC shall receive a rent credit not to exceed Nine Hundred Thirteen Thousand Dollars (\$913,000.00). This rent credit is restricted to professional design and engineering services, pavement patching, fence repairs, fence removal, drainage upgrades, new lighting and other upgrades necessary to be made to the ten (±10) acre grid parcel. In no event will a rent credit be given by COUNTY to MSC for non-generic improvements (i.e., security infrastructure) made to said grid parcel. MSC shall provide COUNTY's Port Director with copies of all its construction bid documents and bid results for the ±10 acre grid parcel for his/her review, comments, and approval prior to MSC's finalization of same.~~

~~iii) The exact amount of the total rent credit (Subsections (i) and (ii) hereinabove) provided by MSC shall be based on MSC's actual "Capital Expenditure" as verified by a certified statement described in subsection (v) hereinbelow and supported by sufficiently detailed invoices and documentation as required by COUNTY's Port Director.~~

~~iv) "Capital Expenditure" is defined as the costs and expenses paid for services rendered and materials furnished in connection with the~~

~~work and improvements specified to be eligible for rent credit in subsections (i) and (ii) hereinabove. Payments made to independent contractors for engineering, architectural, and professional consulting and construction services in connection therewith shall be included.~~

~~v) The exact amount of the total rent credit provided by COUNTY to MSC shall only include third party costs which are substantiated by a certified statement prepared by a Certified Public Accountant retained by MSC at its sole expense, and shall not include any finance or interest expenses or administration, supervisory, overhead or internal costs of MSC.~~

~~(vi) Within sixty (60) calendar days of the COUNTY's receipt of the certified statement and the supporting documentation and invoices from MSC as required by COUNTY's Port Director, the COUNTY's Port Director shall review same and provide MSC with a writing which contains the final rent credit calculation. In the event that any dispute arises between the parties in relation to the final rent credit calculation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may send written notice to the other party of its desire to commence mediation, and a mediation session must take place within thirty (30) calendar days after the date that such notice is sent. The parties must jointly appoint a mutually acceptable mediator. If the parties~~

~~hereto are unable to agree upon the appointment of a mediator within fourteen (14) calendar days after a party has sent notice of its desire to mediate the final rent credit calculation dispute, any party may apply to the American Arbitration Association, or such other organization or person agreed to by the parties in writing, for appointment of a mediator. It is the intent of the parties hereto, that the mediation session be conducted within the thirty (30) calendar day period hereinabove provided. The parties further agree to bear their own respective costs and expenses of the mediation, including costs incurred by a party for representation by legal counsel at the mediation. The cost of the mediator shall be borne equally by the parties. The total rent credit amount (derived from the final rent credit calculation) shall be provided to MSC monthly over consecutive months, commencing on the first day of the month following the date the final rent credit calculation is mutually agreed to by the parties hereto. It is the intent of the parties hereto, that the amount of the monthly rent credit to be applied, is a figure which maximizes an offset to MSC's monthly rental obligations in the shortest time possible. Notwithstanding, the monthly rent credit amount may not exceed MSC's then current monthly rental obligation to COUNTY.~~

~~MSC and COUNTY expressly acknowledge and agree that if MSC has not achieved final completion (as evidenced by a certificate of final completion issued to MSC by the City of Hollywood) of its generic improvements to the ten (±10) acre grid parcel within eighteen (18) months (unless further extended by the~~

~~acre grid parcel within eighteen (18) months (unless further extended by the COUNTY's Port Director for a period not to exceed sixty (60) calendar days) from the date of the COUNTY's Port Director's review and written consent to MSC's plans, specifications, and construction schedule for the ten (±10) acre grid parcel then MSC waives and releases COUNTY from all claims and demands whatsoever in and to the rent credit set forth in subsection (ii) hereinabove. MSC shall submit to the COUNTY's Port Director's for his/her review and written consent, MSC's construction plans, specifications, and construction schedule for the ten (±10) acre grid parcel at the same time it submits its construction plans and specifications to the City of Hollywood and other required permitting agencies for applicable construction plan(s) and specification approval(s) and permit(s).~~

~~In the event MSC elects to terminate this Agreement prior to the expiration of its term, COUNTY's rent credit obligation to MSC hereunder shall cease immediately upon the date that MSC's notice of termination is provided to COUNTY. Accordingly, COUNTY's rent credit obligation hereunder is not a continuing or surviving obligation under the terms of this Agreement.~~

7. Except as otherwise modified herein, the terms and conditions of the Agreement between the Parties shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to 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 9th day of February, 2010, and MEDITERRANEAN SHIPPING COMPANY S.A., signing by and through its Director, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: [Signature]
Mayor

APST

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

9th day of February, 2010

Approved as to Insurance Requirements by RISK MANAGEMENT DIVISION

Approved as to form by Office of County Attorney Broward County, Florida
JEFFREY J. NEWTON, County Attorney
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613



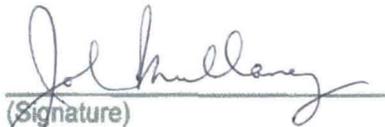
By: [Signature]

By: [Signature]
Russell J. Morrison (12/9/2009)
Senior Assistant County Attorney

SECOND AMENDMENT TO MARINE TERMINAL LEASE AND OPERATING AGREEMENT BETWEEN BROWARD COUNTY AND MEDITERRANEAN SHIPPING COMPANY S.A.

MSC:

WITNESS:



(Signature)

JOHN MULLANY

(Print Name)

(Signature)

(Print Name)

ATTEST:

Corporate Secretary

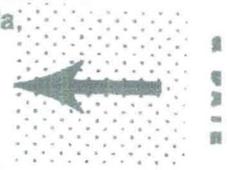
MEDITERRANEAN SHIPPING COMPANY S.A., a Switzerland corporation, authorized to transact business in the state of Florida:

By:  _____

P. Domingo Sison

(Print Name and Title)

03 day of DECEMBER, 2009



(SEAL)

