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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(J)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: April 5, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute the Second Amendment to the 1080 Building Lease between Royal Caribbean Cruises Ltd. and Miami-Dade County allowing Royal Caribbean Cruises Ltd. to construct, at its expense, a 20,000 square foot addition to the 1080 Building in order to house an innovation center for cruise vessel construction and renovation design; authorizing the County Mayor to exercise any all termination, cancellation, renewal, and all other County rights therein; and delegating to the County Mayor the authority to determine the value of alternative form of security in lieu of payment and performance bond to be provided to the County by Royal Caribbean Cruises, Ltd. subject to certain parameters set forth in this resolution

Resolution No. R-275-16

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz, and Co-Sponsors Commissioner Audrey M. Edmonson, Commissioner Dennis C. Moss, Commissioner Rebeca Sosa and Commissioner Xavier L. Suarez.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

Date: April 5, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving and Authorizing Execution of the Second Amendment to the 1080 Office Building Lease Agreement between Miami-Dade County and Royal Caribbean Cruises Ltd.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution approving and authorizing the execution of a Second Amendment (Second Amendment) to the 1080 Office Building Lease Agreement located at 1080 Caribbean Way between Miami-Dade County (County) and Royal Caribbean Cruises, Ltd. (1080 Building Lease) providing for an expansion of the 1080 Building for the purpose of Royal Caribbean Cruises, Ltd. constructing an Innovation Lab.

Scope

PortMiami (Port) is located within District 5, which is represented by Commissioner Bruno A. Barreiro. The impact of this agenda item is countywide, as the Port is a regional asset and generates employment for residents throughout Miami-Dade County.

Fiscal Impact/Funding Source

This item has no fiscal impact to the County as Royal Caribbean Cruises, Ltd. ("RCCL") shall pay for the design and construction of the building expansion at a cost of approximately $10,000,000. Once complete, RCCL shall reimburse the County for all Cost of Services including electricity, water and sewer, and maintenance associated with the proposed building expansion.

Track Record/Monitor

The Port staff members responsible for monitoring the Amended 1080 Building Lease are Juan Kuryla, Port Director; Kevin Lynskey, Deputy Port Director; and Hydi Webb, Assistant Director of Business Development and Marketing.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of the Board authority, there are no authorities beyond those specified in the resolution, which include the authority for the Mayor or the Mayor's designee to execute the Second Amendment and for exercising any cancellation, termination, renewal, and other rights as contained in the 1080 Building Lease, as amended by this Second Amendment, and within certain parameters, the authority to determine the sufficiency and value of any alternate form of security provided to the County by RCCL to secure RCCL's payment to its contractor and the performance of RCCL's contractor.

Background

On January 18, 1994, the Board approved Resolution R-98-94, which authorized the execution of the original 1080 Building Lease and a Master Agreement between the County and RCCL for the construction of the building to be constructed at 1080 Caribbean Way (Master Agreement). The 1080 Building Lease and the Master Agreement provided for the construction by RCCL for the County and subsequent lease by the County to RCCL of a building of approximately 150,000 square feet of office space, parking spaces and ancillary building facilities. The 1080 Building Lease had an initial term of 20 years with extension options and provided for rental terms.

Subsequently, on July 19, 2011, the Board approved Resolution R-632-11, which authorized a First Amendment to the 1080 Building Lease. This First Amendment provided a lease extension through March 31, 2021 with two (2) additional terms of five (5) years each at RCCL's option.

At this time, RCCL desires to construct an Innovation Lab at the Port to facilitate its leadership team in continuing to build industry leading, innovative vessels. The Innovation Lab will be contained in a new two-story, 20,000 square foot building (New Premises) attached to the 1080 building. The new premises that will be constructed by RCCL on the property footprint identified in the site plan attached as Exhibit "A" to the Second Amendment, will house some of the latest vessel design simulation tools.

Under the proposed terms of this Second Amendment, RCCL shall design and construct the project at its sole cost and expense. The New Premises shall be of equal or better quality than the existing building and shall incorporate high quality finishes, exterior finishes, mechanical systems, and plumbing. It is anticipated that RCCL shall have an investment cost of approximately $10,000,000 for the design, site work, construction, equipment, machinery, labor and professional fees, permits, and related expenses.

The timeline to complete this project is aggressive with an operational completion target date of January 31, 2017. RCCL has an exciting industry announcement, which they will reveal around the opening of the Innovation Lab. To meet this timeline, RCCL is currently finalizing its designs to enable permitting the new premises to meet a break-ground date in May 2016. RCCL shall comply with all requirements relating to the design and construction of property owned by the County. Among other things, RCCL shall abide by the County's Small Business Enterprise Program, as well as with applicable Workforce sections of the County Code of Ordinances (Residents First, Workforce Requirements, and Responsible Wages), County's Sustainable Building Program, and Art in Public Places.

As RCCL will finance and construct the full project, Miami-Dade County will not charge any additional annual rent for the New Premises for the remainder of the term or any exercisable extension. Notwithstanding the foregoing sentence, RCCL shall be responsible to pay the County Cost of Services for the New Premises to include electricity, water and sewer, and maintenance of wiring systems, plumbing systems, and structural components.

The effective date of this Amendment shall be the date the Second Amendment is executed by the County and RCCL.

RCCL is headquartered in Miami-Dade County and currently employs over 66,000 employees, including approximately 6,000 full-time employees plus approximately 60,000 shipboard employees. RCCL has had corporate ties in Miami-Dade County for more than 45 years. The addition of this Innovation Lab at the Port will further enhance Miami-Dade County as RCCL's United States headquarters designation.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
4-5-16

RESOLUTION NO. R-275-16

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE 1080 BUILDING LEASE BETWEEN ROYAL CARIBBEAN CRUISES LTD. AND MIAMI-DADE COUNTY ALLOWING ROYAL CARIBBEAN CRUISES LTD. TO CONSTRUCT, AT ITS EXPENSE, A 20,000 SQUARE FOOT ADDITION TO THE 1080 BUILDING IN ORDER TO HOUSE AN INNOVATION CENTER FOR CRUISE VESSEL CONSTRUCTION AND RENOVATION DESIGN; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY ALL TERMINATION, CANCELLATION, RENEWAL, AND ALL OTHER COUNTY RIGHTS THEREIN; AND DELEGATING TO THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO DETERMINE THE VALUE OF ALTERNATIVE FORM OF SECURITY IN LIEU OF PAYMENT AND PERFORMANCE BOND TO BE PROVIDED TO THE COUNTY BY ROYAL CARIBBEAN CRUISES, LTD. SUBJECT TO CERTAIN PARAMETERS SET FORTH IN THIS RESOLUTION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Second Amendment to the 1080 Building Lease between Royal Caribbean Cruises Ltd. and Miami-Dade County ("Second Amendment") in substantially the form attached hereto as Exhibit 1 and authorizes the County Mayor or the County Mayor's designee to execute the Second Amendment on behalf of Miami-Dade County.

Section 2. Authorizes the County Mayor or the County Mayor's designee to exercise any and all termination, cancellation, renewal, and all other County rights contained in the Second Amendment.

Section 3. In the event that Royal Caribbean Cruises, Ltd. ("RCCL") elects to provide an alternative form of security in lieu of a payment and performance bond for the construction work to add the addition of 20,000 square feet of space contemplated by the Second Amendment ("New Premises"), this Board delegates to the County Mayor or the County Mayor's designee the authority to determine the sufficiency and value of the alternative form of security in lieu of a payment and performance bond for the construction of the New Premises, provided that, in determining the sufficiency and value of the alternative security the County Mayor or the County Mayor's designee will consider the nature, history and financial capabilities of RCCL, the contractual obligations secured by the alternative security, and the contractual safeguards in place to protect payment to persons performing the work. The Mayor or the Mayor's designee shall require that, prior to commencement of the work or purchase of supplies, any and all contractors hired by RCCL to perform work for the construction of the New Premises execute, deliver, and record in the public records a statutory payment and performance bond in the full amount of the contract and naming the County as an obligee, all as required by Section 255.05, Florida Statutes.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. SBB

Steven B. Bass

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made and entered into as of the ____ day of _____, 2016 by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, formerly known as Metropolitan Dade County, Florida (the "County") and ROYAL CARIBBEAN CRUISES LTD., a Liberian corporation (the "Lessee").

RECITALS

A. The County and Lessee entered into that certain Office Building Lease Agreement dated January 18, 1994, between the County and Lessee (the "Original Lease"), as amended by that certain First Amendment to Office Building Lease Agreement dated August 3, 2011 (the "First Amendment", and together with the Original Lease, the "Lease"), with respect to that certain office building located at 1080 Caribbean Way, Miami, Florida 33132 (the "Building").

B. Lessee desires to make alterations and improvements to the Structure and Premises Service Systems of the Building by constructing, at Lessee's sole cost and expense, a two (2) story, twenty thousand (20,000) square foot addition to the Building, which will support Lessee's efforts in building the cruise industry's leading and most innovative cruise ships (the "New Premises"). The New Premises, which is to be constructed on a portion of the Land currently used for surface parking, is more particularly identified and described on Exhibit "A" attached hereto and incorporated herein (the "Site Plan").

C. The County and Lessee desire to further modify and amend certain terms and provisions of the Lease to amongst other things, allow for the construction of the New Premises, as hereinafter set forth.

NOW THEREFORE for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as for the mutual covenants contained herein, the parties hereby agree as follows:

1. Recitals. The Recitals to this Second Amendment are true and correct and are incorporated herein by reference and made a part hereof.

2. Defined Terms. Any defined terms utilized in this Second Amendment but not defined herein shall have the meanings ascribed to said terms in the Lease.

3. New Premises. Pursuant to Section 14.2 of the Lease, County hereby approves the alterations and improvements to the Structure and Premises Service Systems of the Building required to construct the New Premises, subject to the following: (i) the terms and conditions set forth in this Section 3 and elsewhere in the Second Amendment, (ii) Lessee's compliance with all Laws, and (iii) Lessee's compliance with all existing deed restrictions relating to all or any portion of the Leased Premises.

A. Lessee shall be responsible for the design and construction of the New Premises at Lessee's sole cost and expense. Lessee agrees to contribute or arrange the contribution of all equity as Lessee, in its sole discretion, deems necessary to complete the construction of the New Premises, and Lessee acknowledges that it may not lien, hypothecate, or otherwise encumber, or allow others to lien, hypothecate, or otherwise encumber, any portion of the Leased Premises or the New Premises. The parties acknowledge and agree that, subject to the terms and conditions hereof, the New Premises will be developed by Lessee on the property footprint identified on the Site Plan set forth in Exhibit "A".

B. The New Premises shall be of equal or better quality than the existing Building, and shall incorporate high quality interior finishes, exterior finishes, mechanical, plumbing and electrical systems. The New Premises shall meet or exceed all Laws (including applicable building codes).

C. Design. Lessee shall provide County with copies of the plans and specifications for the New Premises (the "Plans and Specifications") at the thirty percent (30%) and ninety percent (90%) stages of completion. The County shall have the right to approve the Plans and Specifications for consistency with the Site Plan, compliance with the terms of this Second Amendment, and compliance with Laws, including, without limitation, compliance with the County's Sustainable Building Program set forth in County Code Sections 9-71 through 9-75, as may be amended, County Implementing Order No. 8-8 and any other applicable County implementing orders. The Plans and Specifications shall be approved or rejected by County, in the exercise of its reasonable discretion, within ten (10) business days of receipt. In the event the Plans and Specifications are rejected by County, County shall provide Lessee with the reasons for such disapproval and proposed revisions. Lessee shall then revise the Plans and Specifications and resubmit them to County for approval within thirty (30) days, and County shall thereafter approve or reject the resubmission within ten (10) business days. In the event that the County fails to approve or reject the original submission or any resubmission within ten (10) business days, such submission shall be deemed approved. Notwithstanding the foregoing, the Plans and Specifications must comply with all Laws. This process shall continue until approval of the Plans and Specifications is issued by County ("Final Approval").

D. Permits. Subject to obtaining Final Approval, Lessee shall apply in the normal manner to the appropriate governmental authorities for, and shall obtain, all necessary permits and other approvals needed to develop the New Premises in accordance with the Plans and Specifications and in compliance with all Laws.

E. Development Contracts. Lessee shall engage and contract with one or more duly licensed and qualified design professionals to design the New Premises. Lessee shall engage and contract with one or more construction contractors to construct the New Premises. Each of the contracts entered into by the Lessee shall comply with those County requirements relating to design and/or construction on property owned by County and constructed for the use and benefit of private parties.

F. Bonding Requirements. Lessee shall be required to execute, record in the public records of County, and furnish to County before commencing work on the New Premises, a payment and performance bond, and/or alternate form of security satisfactory to County and in

compliance with the requirements of Section 255.05 of the Florida Statutes, in the amount of the contract price for each construction contract then to be undertaken on the Project, to assure completion of the work and payment of the costs, free and clear of all claims of contractors, subcontractors, laborers, mechanics, suppliers and materialmen. In the event that in partial satisfaction of this requirement Lessee furnishes a payment and performance bond not by Lessee, but by Lessee's construction contractor or construction manager, then the payment and performance bond shall name County and the Lessee as dual obligees. The payment and performance bond shall be issued through a surety authorized to do business in the State of Florida as a surety and be otherwise in compliance with the payment and performance bond requirements set forth in Florida Statutes, and Laws, including, without limitation Section 255.05. Lessee shall fully and timely pay all undisputed sums due its contractor, construction manager, and/or design builder, as applicable, for any work performed in connection with construction of the New Premises.

G. Insurance. Prior to the commencement of construction of the New Premises, Lessee shall provide, or cause its contractor or design/builder, as applicable, to provide the following policies of insurance and certificates of insurance to the County evidencing the issuance of same:

1. Worker's Compensation Insurance for all employees as required by Florida Statute 440.

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Lessee and Miami-Dade County shall be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Completed Value Builder's Risk Insurance on an "All Risk" basis (including flood insurance when the project is located in A or V flood zones) in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of County and Lessee as their interests may appear.

5. Professional Liability Insurance in an amount not less than $1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

H. Commencement and Completion of Construction. Lessee shall commence construction of the New Premises no later than December 1, 2016, and shall complete construction of same, including obtaining a temporary certificate of occupancy or use for the New Premises, no later than twelve (12) months from commencement of construction.

I. Small Business Enterprise. Lessee shall at all times comply with the requirements of the County's Small Business Enterprise Program. In compliance with applicable requirements, Lessee shall deliver proposed contract and design and construction packages to the Small Business Division of the Internal Services Department of the County ("SBD") for a recommendation (which shall be made in consultation with Lessee) to the County Mayor of the Small Business Enterprise subcontractor goals applicable to such design and construction. The County Mayor shall establish the applicable measures upon receipt of the recommendation of the SBD (the "Applicable Measures"). Lessee shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in design and construction activities. Lessee shall incorporate in all design and development contracts the prompt payment provisions contained in Law with respect to Small Business Enterprises. Lessee agrees to include in construction contracts a prohibition against imposing any requirements against Small Business Enterprises that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact Small Business Enterprises. Lessee shall comply with the Small Business Enterprise requirements during all phases of construction of the Project.

J. Workforce; Residents First. All construction contracts shall comply with Section 2-11.17 of the Code and Implementing Order 3-61 which require that: (i) all persons employed to perform construction shall have completed the ten (10) hour construction training course established by the Occupational Safety and Health Administration ("OSHA") of the United States Department of Labor; and (ii) the contractor will aspire to promote employment opportunities for local residents and, to the extent reasonably practicable, seek to achieve a project goal of having fifty one percent (51%) of all construction labor hours performed by Miami-Dade County residents. Lessee shall coordinate with SBD to implement the provisions of this subsection.

K. Workforce; Local Workforce Requirements. All construction contracts shall comply with Section 2-1701 of the County Code of Ordinances of Miami-Dade County, Florida (the "County Code") and Implementing Order 3-37, requiring that a minimum of ten percent (10%) of the construction workers be employed from any Designated Target Areas located within Miami-Dade County. Lessee shall coordinate with SBD to implement the provisions of this subsection.

L. Responsible Wages. All construction contracts shall comply with Section 2-11.16 of the Code which requires that construction workers be paid certain published minimum wages. Lessee shall coordinate with SBD to implement the provisions of this subsection.

M. Art in Public Places. As the New Premises to be constructed by Lessee, at Lessee's expense, will be owned by the County, Lessee shall comply with all requirements of Section 2-11.15 of the County Code and Lessee shall pay all amounts payable, and perform all obligations imposed, under such Section 2-11.15 in connection with the construction and/or development of the New Premises.

N. Sustainable Buildings Program Requirements. Lessee shall at its sole cost and expense ensure that the design and construction of the New Premises satisfies all requirements of County Code Sections 9-71 through 9-75, as may be amended, County Implementing Order No. 8-8, and any other applicable County ordinances, regulations, and implementing orders relating to the County's Sustainable Buildings Program applicable to buildings owned, financed, and/or operated by the County.

O. Impact Fees. Lessee shall pay all impact fees (including road, school, fire, utility, or other impact fees) assessed or payable by any party in connection with the New Premises and/or any property upon which the New Premises are to be constructed, as and when payable and without any right of reimbursement from the County.

P. County Not a Party. County is not and shall not be construed as a party to any construction and/or design contracts related to the New Premises nor shall County in any way be responsible for any or all claims or liabilities of any nature whatsoever arising or which may arise from any such construction and/or design contracts. With the exception of those claims, actions or demands resulting directly from the negligence or willful misconduct of County or County's employees, agents or contractors, to the extent any claims, actions, or demands are brought or asserted against the County that arise from or are related to, in whole or in part, the design, construction, maintenance, operation, security, and/or use of the New Premises, Lessee shall indemnify, hold harmless, and defend the County therefore and therefrom, including, without limitation, payment of any judgments, damages, fines, costs, and reasonable legal fees (at all levels including appellate) that the County may incur in connection therewith.

4. Leased Premises. Except as otherwise provided herein, upon completion of the New Premises, the New Premises shall be deemed to be part of the Building and part of the Leased Premises for all purposes under the Lease. Upon the substantial completion of the New Premises, the New Premises shall be owned by the County and Lessee shall transfer fee simple title to the New Premises to the County, at no cost to the County, free and clear of any liens or

other encumbrances of any kind whatsoever, in a form acceptable to the County, within ninety (90) days of a final certificate of occupancy being issued for the New Premises. The parties agree that the virtual reality simulator that will be installed in the New Premises will be part of Lessee's Property and shall be removed by Lessee, without damaging the Leased Premises, upon expiration of the Lease. Upon removal of the virtual reality simulator and/or other Lessee Property from the New Premises, Lessee shall return the Leased Premises to County in accordance with Section 26 of the Lease.

5. No Additional Base Rent for New Premises. With the exception of the annual increases set forth in Section 6 of the First Amendment, in recognition that Lessee shall design, construct, secure, and operate the New Premises at Lessee's sole cost and expense, the County will not impose any other increases in the Base Rent during the remainder of the Term or any exercised Extended Term. Notwithstanding the foregoing, and notwithstanding and prevailing over any inconsistent term or implication set forth in the Lease, Lessee shall be responsible throughout the remainder of the Term and any exercised Extended Term for paying County, in addition to the Base Rent, an amount equal to the sum of all costs and expenses associated with the Cost of Services for or relating to the New Premises, which sum shall be payable by Lessee to the County monthly in arrears, payable within thirty (30) days of the County invoicing therefore. To facilitate the accurate apportionment of New Premises related Cost of Services from other Building Cost of Services, Lessee shall design and construct the New Premises with its own smart meters (or sub-meters) to properly measure all water, sewer, electrical, and other utility services used by or in connection with the New Premises and such smart meters or sub-meters, as the case may be, shall have the capacity to be read or measured remotely at the Port of Miami administration building.

6. Performance under the Lease.

A. The County acknowledges and agrees that as of the Effective Date of this Second Amendment, Lessee is not in default of any of its current covenants, duties or obligations to the County under the Lease.

B. Lessee acknowledges and agrees that as of the Effective Date of this Second Amendment, the County is not in default of any of its current covenants, duties, or obligations to Lessee under the Lease.

7. Permitted Uses of New Premises. For the remainder of the Term and any exercised Extended Term, Lessee may only use the Leased Premises (including the New Premises) for port, seaport, and maritime purposes, including, without limitation, as a world headquarters and office building for Lessee and its various cruise line affiliates and subsidiaries and as a maritime innovation center for the design, development, and/or renovation of cruise vessels.

8. Acknowledgment of Reduced Parking to Accommodate New Premises. Lessee has requested County's consent for Lessee to construct the New Premises on a portion of leased Land currently used for Lessee surface parking. Lessee expressly acknowledges and accepts that construction of the New Premises will reduce the number of parking spaces available to Lessee on the Land or otherwise by approximately thirty five (35) parking spaces, and Lessee further

acknowledges and agrees that County shall have no obligation to replace or substitute any parking spaces temporarily or permanently lost or consumed, in whole or in part, in connection with the construction, operation, or maintenance of the New Premises or any facilities ancillary thereto.

9. Subleasing. The following new sentence is hereby added to the end of Section 2 of the Lease: "Notwithstanding the foregoing, Lessee shall not be permitted to sublease or otherwise transfer any portion of the Lease, as may be amended, to the extent it would violate any existing deed restrictions relating to any portion of the Leased Premises, and, any attempt to do so shall be deemed void *ab initio*.

10. Effective Date. The term "Effective Date" shall mean the date this Second Amendment is last executed by the County and Lessee.

11. Captions and Headings. Captions and headings used herein are solely for the convenience of the parties and shall not be deemed to limit or affect the terms contained herein.

12. Conflict. In the event of a conflict between the terms and provisions of this Second Amendment and the terms of the Lease and/or the Master Agreement, this Second Amendment shall govern.

13. Ratification. Except as herein modified, and subject to Section 12 above, the County and Lessee ratify and reaffirm all the terms and provisions of the Lease.

[Signature page to follow]

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date first above written.

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida

Attest:_____
Assistant Clerk

By:_____
Name:_____
Title: County Mayor

Date Executed:_____

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Witnesses:

_____
Print Name: Jon Jaffe

_____
Print Name: LETICIA DELGADO

ROYAL CARIBBEAN CRUISES LTD., a Liberian corporation

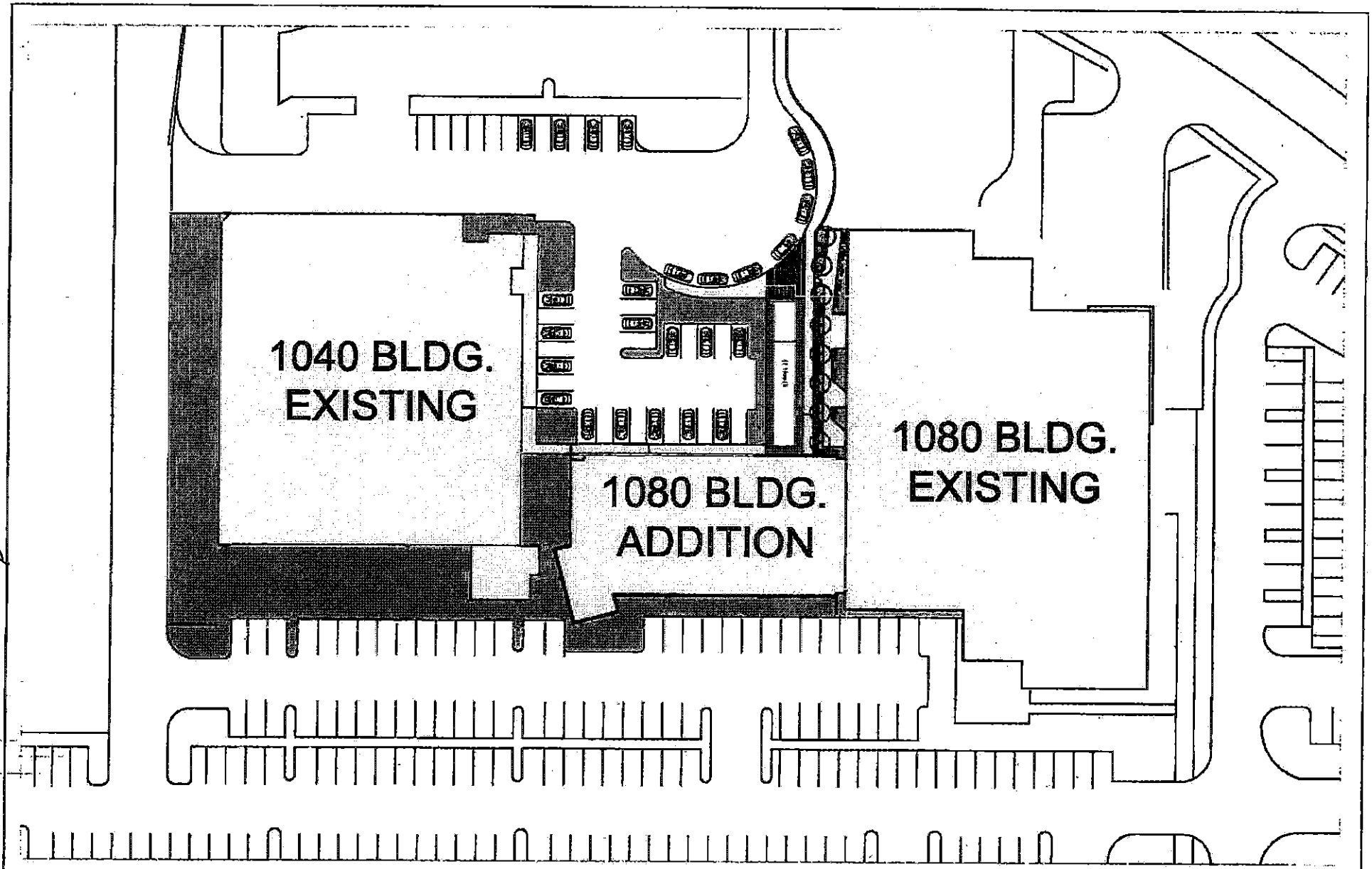
By:_____
Name: Jason Liberty
Title: Chief Financial Officer

Date Executed: March 14, 2016

LEGAL

EXHIBIT "A"

Site Plan- New Premises



* Above numbers are approximations
* Exact acreage subject to future legal survey of areas

PORTMIAMI

1015 North America Way
Miami, Florida 33132

Project: EXHIBIT A

Drawing: SITE PLAN

Date: 09/11/18
Drawn by:
Scale: N.T.S.
Page: