

WORK LETTER

RCL's Roof-top Signage for Cruise Terminal 18. The RCL shall, at its sole cost and expense, design, install, maintain, repair and remove the following improvement on the property generally known as Cruise Terminal 18 at Port Everglades:

a. Roof-top signage description of work:

Painting of a two hundred twenty five (225) foot x fifty six (56) foot Royal Caribbean International logo on the roof of Cruise Terminal 18. RCL shall provide aerial photographs showing the Cruise Terminal 18 roof and a Photoshop rendering of the Royal Caribbean International logo which is attached hereto and incorporated herein as Exhibit A. Details regarding the scope of work for the signage and the materials to be used is attached hereto and incorporated herein as Exhibit B (the "Scope of Work").

b. Broward County acknowledges that the roof-top signage is consistent with the overall design and functionality of Cruise Terminal 18, as well as reasonable standards of safety and quality. Any proposed change to the Scope of Work shall require the approval of Broward County with respect to design, functionality, safety and quality.

c. It is intended that RCL shall complete its design and installation of the Cruise Terminal 18 roof-top signage in accordance with the following timeline:

- (i) Submittal of plans to Port Everglades Chief Executive/Port Director for approval- thirty (30) calendar days from approval of project by Broward County.
- (ii) Completion of the Scope of Work- forty five (45) calendar days after receipt of all permits required to undertake the work (subject to force majeure delays).

In the event RCL has commenced work and fails to complete the Scope of Work in the time period specified above, Broward County shall have the right to require RCL to restore the rooftop to the condition which existed prior to the commencement of the Scope of Work. The Parties agree that this repair obligation shall be Broward County's sole remedy in the event RCL fails to complete the Scope of Work, and there shall be no financial penalty in connection therewith.

d. The Port Everglades Chief Executive/Port Director or his/her designee shall have ten (10) calendar days to review and approve RCL's design,

proposed installation plans and materials to be used for the Cruise Terminal 18 roof-top signage. Failure by the Port Everglades Chief Executive/Port Director to respond within the ten (10) day period shall be deemed approval of submitted plans. All commercially reasonable and permitted revisions requested by the Port Everglades Chief Executive/Port Director or his/her designee, other than changes to Royal Caribbean International's logo, shall be discussed by the parties and mutually agreeable revisions shall be incorporated into RCL's design, installation plans and the materials to be utilized for said roof-top improvement. Broward County may, pursuant to the requirements of its Procurement Code, require RCL to include a Broward County identifier as part of its signage work on the Terminal 18 roof. Broward County shall bear all of the cost and expenses associated with such work, including maintenance and repair. RCL shall provide detailed invoices to Broward County for reimbursement, and Broward County shall make payment for all undisputed amounts within thirty (30) days of receipt of each request.

In addition to Broward County's Port Everglades Department's written approval, RCL shall apply for and obtain all other required approvals, including, but not limited to, permits, licenses, etc., from all other federal, state and local agencies having jurisdiction over the roof-top signage. Broward County agrees to cooperate and assist RCL with obtaining the required approvals, including executing applications, permits and licenses as owner of Cruise Terminal 18.

- e. All work shall be performed by RCL in such a manner, so as to provide that it is (i) structurally sound and safe and free from any hazards; and (ii) compliant with all terms and provisions of this Work Letter.

Within sixty (60) calendar days after the completion of the installation of the roof-top signage, RCL must provide COUNTY's Port Everglades Department with the following: (i) a certified statement from its contractors stating that the work is free and clear of all liens, claims or encumbrances by any materialpersons, subcontractors, or laborers, in accordance with Florida Statute §713.20 and in the form set forth in Exhibit C attached hereto and incorporated herein (the "Form of Lien Release"); and (ii) a copy of all applicable permits indicating that the work has been performed in accordance with the approved plans and specifications and in compliance with all applicable building codes, laws, rules, ordinances and regulations.

- f. The roof-top signage installed by RCL, its agents, or contractors, including, but not limited to, the plans and specifications relating to same, shall conform to all applicable state, federal, county and local statutes,

ordinances, fire codes, rules and regulations; provided, however, that the approval by Broward County of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefor shall at all times remain with RCL. RCL acknowledges the close proximity of the Fort Lauderdale-Hollywood International Airport to Cruise Terminal 18 and agrees that it shall be specifically responsible for complying with all requirements of the Federal Aviation Act of 1958, as amended from time to time.

- g. With the exception of those claims resulting from the negligence or intentional acts of Broward County's commissioners, officers, agents and employees, RCL agrees to protect, defend, indemnify and hold harmless Broward County, its commissioners, officers, agents and employees from all liabilities, costs, damages, fees and expenses arising out of or related to the activities of RCL, its agents, contractors, workers or suppliers in relation to the design, installation, maintenance, repair and removal of the Cruise Terminal 18 roof-top signage.
- h. RCL shall require any and all contractors involved in the installation, repair, removal, or servicing of the roof-top signage to provide Commercial General Liability insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence combined single limit for bodily injury and property damage, and Five Million Dollars (\$5,000,000) per aggregate, and to name Broward County as an additional insured on such policy or policies. RCL shall keep the roof-top signage in a clean, safe and sanitary condition at all times. With the exception of damage caused by the negligence or intentional acts of Broward County's commissioners, officers, agents and employees, RCL acknowledges and agrees that Broward County shall in no way be responsible for damage to or the security of the roof-top signage.
- i. RCL shall repair or touch up the roof-top signage from time to time, as may be needed. RCL shall coordinate all maintenance and repair work with Broward County's Port Everglades Department so as to minimize Port Everglades business interruptions at Cruise Terminal 18.
- j. At any time after the termination of that certain Port Everglades Passenger Terminal and Berth User Agreement by and between Broward County and RCL dated December 4, 2007, the Port Everglades Chief Executive/Port Director may require that RCL's Cruise Terminal 18 roof-top signage be removed and the Cruise Terminal 18 roof-top restored to the condition which existed prior to the installation of RCL's roof-top signage. All costs and expenses associated with restoring the roof-top to its prior condition

shall be borne by RCL. RCL shall complete all required removal work no later than ninety (90) calendar days from its receipt of written notice from the Port Everglades Chief Executive/Port Director to remove the roof-top signage. RCL shall submit to the Port Everglades Chief Executive/Port Director for his/her prior written approval, details regarding the proposed method and manner of removal of the roof-top signage and such other information as may reasonably be required by Broward County's Port Everglades Department before undertaking any removal work.

- k. RCL shall ensure that the installation of Cruise Terminal 18 roof-top signage in no way makes void or otherwise reduces any warranties for Port Everglades Cruise Terminal 18.
- l. RCL is an independent contractor under this Work Letter. Services provided by RCL shall be subject to the supervision of RCL. In providing such services, neither RCL nor its agents, contractors, employees or servants shall act as officers, employees, or agents of Broward County.

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READ, AGREED AND ACCEPTED BY:

BROWARD COUNTY:

Broward County, by and through
its Port Everglades Department Chief
Executive/Port Director

By _____
Steven M. Cernak
Chief Executive/Port Director

____ day of June, 2014

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By: _____
Russell J. Morrison
Senior Assistant County Attorney

____ day of June, 2014

READ, AGREED AND ACCEPTED BY:

WITNESS:

Signature

Print Name

Signature

Print Name

RCL:

ROYAL CARIBBEAN CRUISES LTD., a
Liberian corporation, authorized to transact
business in the state of Florida.

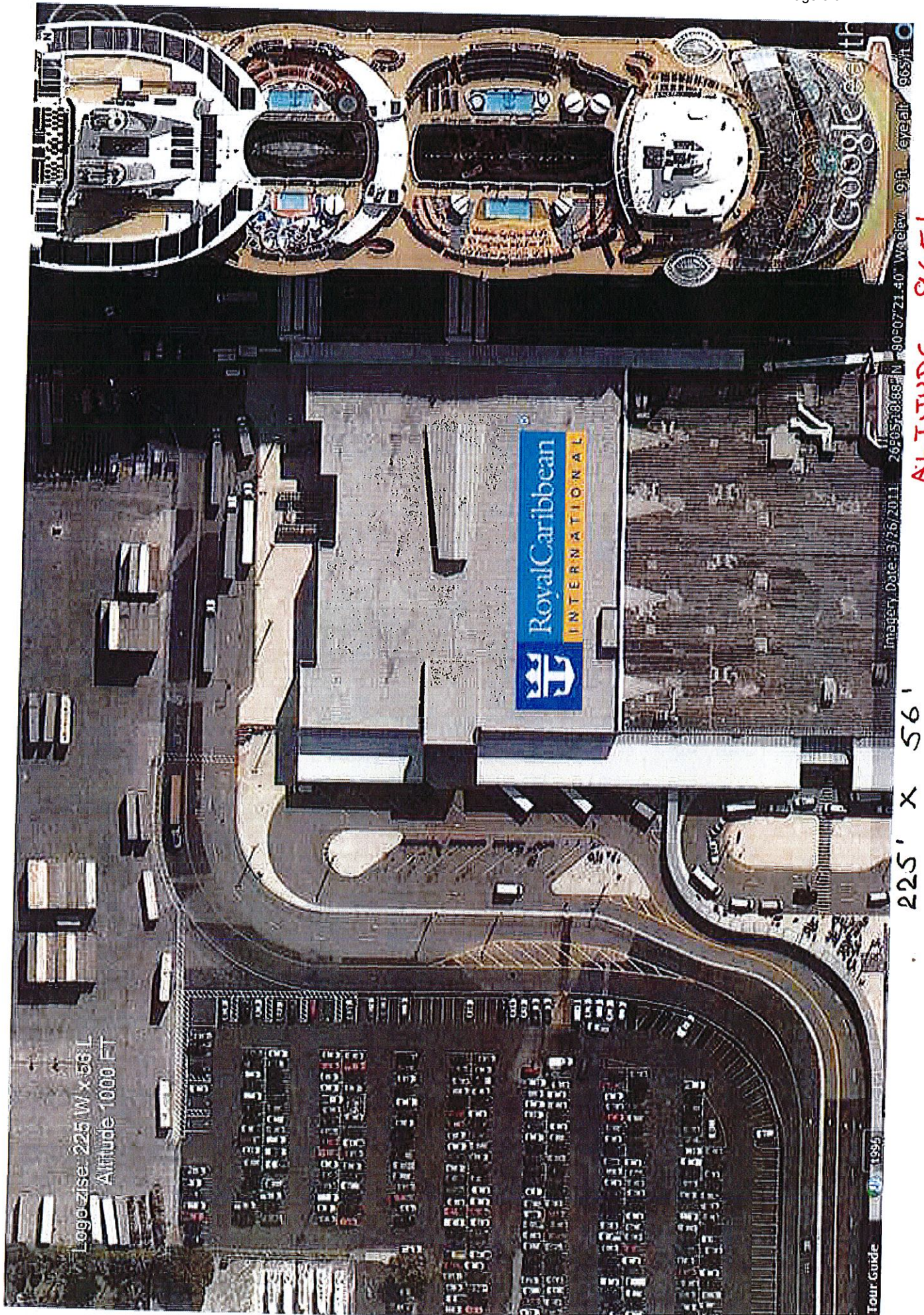
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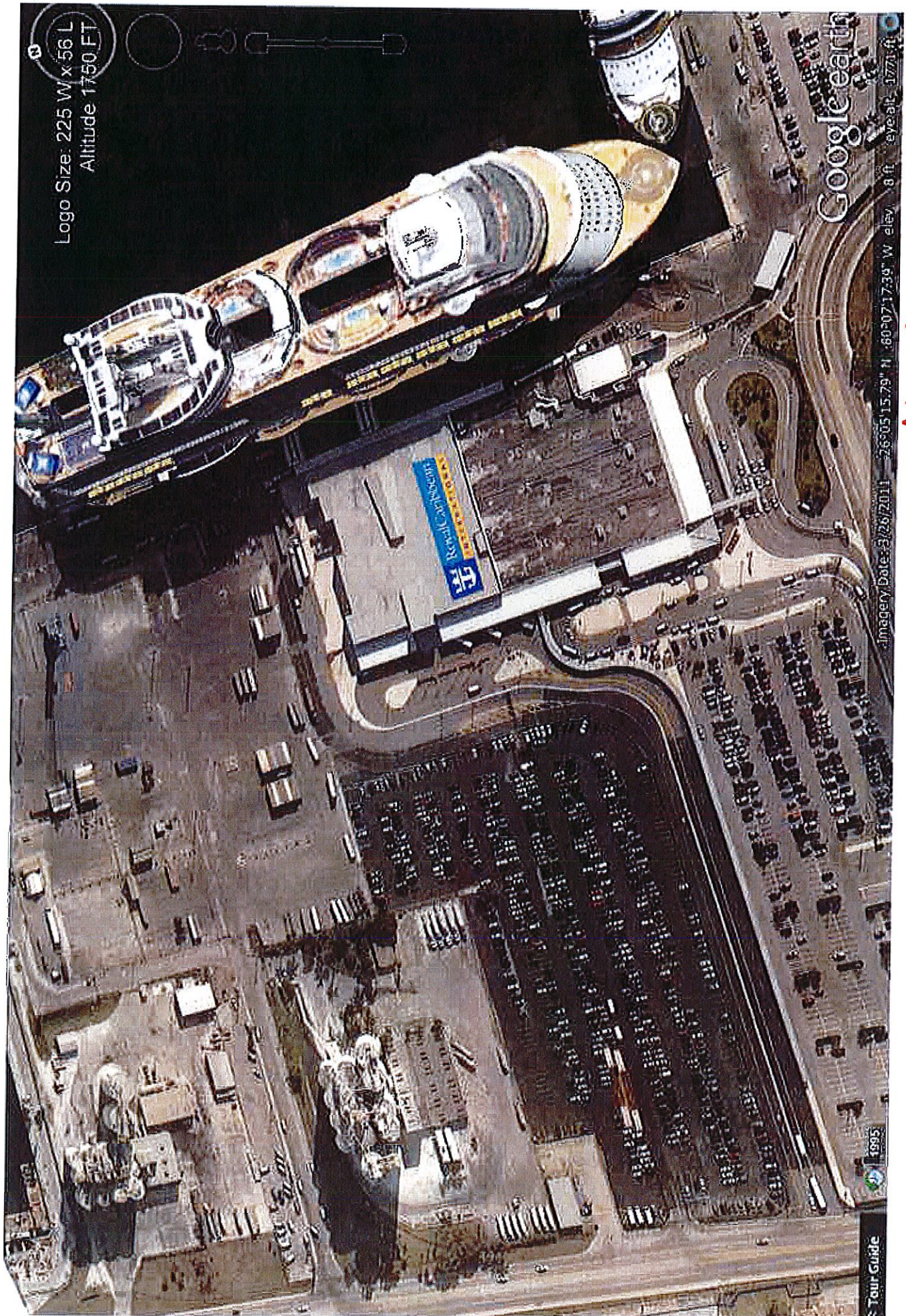
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Print Title

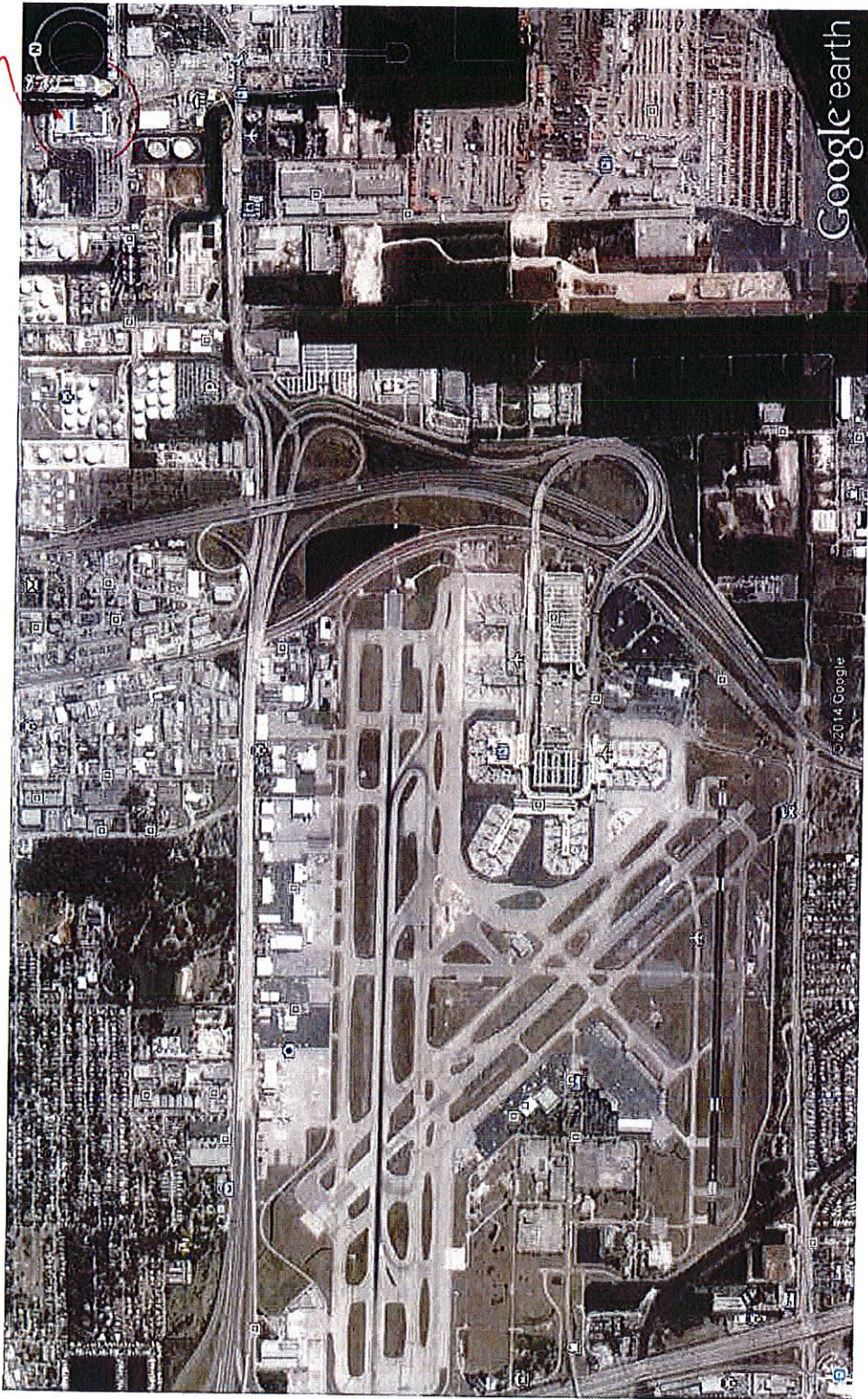
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EXHIBIT A
AERIAL PHOTOGRAPHS





TERMINAL 18



ALTITUDE APPROX 4,500'

EXHIBIT B

Scope of Work/ Materials to be Used

1. The existing roof on Terminal 18 was installed as part of the Terminal 18 Phase 2 Expansion. The roofing system where the RCL logo is being installed was manufactured by GAF and has an existing 25 year NDL warranty. Completion of the roof system installation and beginning of warranty period dates to September of 2009. Any and all work associated with the painting of the RCL logo shall be done with the knowledge, acknowledgement and approval of both Port Everglades and GAF. The intent is avoid negative impact to the existing warranty and to protect Port Everglades' interests in retaining a waterproof roofing system.
2. Pressure wash the entire area to be coated to remove loose debris and particulate matter. Provide and apply, per manufacturer's recommendations, GAF Topcoat MB Plus ERM at a rate of 1.2 gallons per 100 square feet. Topcoat MB Plus is a water based, low VOC primer used to block asphalt bleed-through.

Expected time to complete (5 days)
3. Provide and apply, per manufacturer's recommendations, GAF Topcoat Base Coat Elastomeric Roof Membrane at a rate of 1.25 gallons per 100 square feet. Topcoat ERM Membrane is an acrylic, water based elastomeric membrane system used to protect various types of roofing surfaces

Expected time to complete (4 days)
4. Provide and apply, per manufacturer's recommendations, GAF Topcoat Finish Coat Elastomeric Roof Membrane at a rate of 1.75 gallons per 100 square feet.

Expected time to complete (4 days)
5. Provide and apply, per manufacturer's recommendations, GAF Topcoat PVDF paint.

Expected time to complete (9 days)
6. Set up, remove and properly dispose of all project related material and debris.

Expected time to complete (2 days)

EXHIBIT C

Form of Lien Release

**WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the sum of \$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner) to the following property:

(description of property)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on , (year) . (Lienor)

By:

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner) to the following described property:

(description of property)

DATED on , (year) . (Lienor)

By: