



October 5, 2018

To All Prospective Respondents

Request for Qualifications for the San Juan Bay Cruise Terminals Project

Addendum #5

We make reference to the Request for Qualifications for the San Juan Bay Cruise Terminals Project (“RFQ”) published by the Puerto Rico Public-Private Partnerships Authority (“Authority”) on September 5, 2018.

The following information is included in this Addendum #5:

I. Updated Berthing Agreements and Leases Table

Attached to this Addendum you will find an updated TABLE 1 - PREFERENTIAL BERTHING AGREEMENTS AND RELATED DEVELOPMENT AGREEMENTS. This Table replaces previous versions summarizing key provisions with respect with the berthing agreements and duty free shops lease agreements. As indicated before, this list should not replace your own review and analysis of the agreements.

TABLE 1 - PREFERENTIAL BERTHING AGREEMENTS AND RELATED DEVELOPMENT AGREEMENTS		
Contract	Term and other key provisions	Tariffs
<p>Preferential Berthing Agreement with Royal Caribbean Cruises Ltd. ("RCCL") for Pier 3 (February 10, 2003)</p>	<p>RCCL vessels must be scheduled at Berth 3A of Pier 3 in accordance with the 6-month schedules provided by RCCL to the PRPA at least a year in advance, twice a year.</p> <p>25 year term (estimated to expire in 2029, subject to extensions as provided in the agreement).</p> <p>The PRPA may accept ships of other cruise lines at Berth 3A of Pier 3 as long as doing so does not conflict with RCCL's schedules.</p>	<p>Provides for a berthing tariff of \$13.25, subject to RCCL's participation in the P.R. Tourism Co.'s incentive program. In the event that the incentives are no longer available to RCCL, the agreement provides for the automatic reduction of the berthing tariff.</p> <p>The berthing tariff may not be increased by more than 2% annually.</p> <p>In no event shall RCCL pay a tariff or other fee which exceeds, as measured on a call-for-call basis, the Berthing Tariff or other fees paid by any other cruise line.</p> <p>Provides for a Minimum Fee to be paid to the PRPA based on a 1,900 passenger vessel making 50 calls per year for a minimum commitment term of 300 months.</p>
<p>Preferential Berthing Agreement and Master Development Agreement with Carnival Corporation ("Carnival") for Pier 4 (June 7, 2001)</p>	<p>Carnival vessels must be scheduled at Pier 4 in accordance with the 12-month schedules provided by Carnival to the PRPA at least 6 months in advance, twice a year.</p> <p>20 year term (estimated to expire in 2024, subject to extensions as provided in the agreement).</p> <p>The PRPA may accept ships of other cruise lines at Pier 4 as long as doing so does not conflict with Carnival's schedules.</p>	<p>Provides for a berthing tariff of \$13.25, subject to Carnival's participation in the P.R. Tourism Co.'s incentive program. In the event that the incentives are no longer available to Carnival, the agreement provides for the automatic reduction of the berthing tariff.</p> <p>The berthing tariff may not be increased by more than 2%.</p> <p>In no event shall Carnival pay a tariff or other fee which exceeds, as measured on a call-for-call basis, the Berthing Tariff or other fees paid by any other cruise line.</p> <p>Provides for a Minimum Fee of \$2,559,720 per year for a minimum commitment term of 240 months.</p>

TABLE 1 (CONT.) - PREFERENTIAL BERTHING AGREEMENTS AND RELATED DEVELOPMENT AGREEMENTS

Contract	Contract	Term and other key provisions
<p>Preferential Berthing Agreement and Development Agreement with RCCL for Pan American Pier (Berths 1 and 2) (April 19, 2002 and October 27, 2017)</p>	<p>RCCL vessels must be scheduled at berths PA1 and PA2 of the Pan American Pier in accordance with the 6-month schedules provided by RCCL to the PRPA at least a year in advance, twice a year.</p> <p>35 year term ending on December 31, 2037 (subject to extensions as provided in the agreement).</p> <p>The PRPA may accept ships of other cruise lines at the Pan American Pier as long as doing so does not conflict with RCCL's schedules.</p>	<p>In no event shall RCCL pay a tariff or other fee which exceeds, as measured on a call-for-call basis, the Berthing Tariff or other fees paid by any other cruise line.</p> <p>Provides for a Minimum Fee to be paid to the PRPA based on a 1,900 passenger vessel making 25 calls per year for a minimum commitment term of 300 months.</p>
DUTY FREE SHOPS LEASE AGREEMENTS		
Contract	Term and other key provisions	
<p>Development and Lease Agreement with Duty Free Americas Puerto Rico, LLC ("DFA") for construction of improvements and lease of space for duty-free shops in Pier 3 (August 25, 2016).</p>	<p>DFA shall receive a Rent Credit of up to \$7,200,000 in exchange for certain improvements to Pier 3.</p> <p>30 year term from the Effective Date (subject to extensions as provided in the agreement).</p> <p>Provides for an initial Adjusted Rent of \$20.00 per square feet for an estimated monthly rent of \$20,000 which will be increased by 10% every 5 years.</p>	
<p>Lease Agreement with SMT Puerto Rico, Inc. ("SMT") for lease of space for duty-free shops in Pier 1 (August 31, 1995).</p>	<p>30 year term (3 consecutive terms of 5 years automatically renewed for another 3 consecutive terms of 5 years).</p> <p>Provides for a base total monthly rent for all leased premises of \$17,460.41 or an alternative rent based on a percentage of gross sales. The alternative rent applies whenever it exceeds the total aggregate base rent.</p>	
<p>Lease Agreement with SMT for lease of space for duty-free shops in Pier 4 (August 31, 1995).</p>	<p>30 year term (3 consecutive terms of 5 years automatically renewed for another 3 consecutive terms of 5 years).</p> <p>Provides for a base total monthly rent for all leased premises of \$8,786.25 or an alternative rent based on a percentage of gross sales. The alternative rent applies whenever it exceeds the total aggregate base rent.</p>	
<p>Lease Agreement with SMT for lease of space for duty-free shops in Pan American Pier (December 29, 2014).</p>	<p>15 year Term (3 consecutive terms of 5 years).</p> <p>Provides for a base total monthly rent for all leased premises of \$8,455.25 or an alternative rent based on a percentage of gross sales. The alternative rent applies whenever it exceeds the total aggregate base rent.</p>	