



SUPPLEMENTARY AGREEMENT

2018-000089-A

AP-17-18-(4)-089 (A-1)

In San Juan, Puerto Rico, this 29 day of June, 2018.

APPEARS

AS PARTY OF THE FIRST PART: **THE PUERTO RICO PORTS AUTHORITY**, a public corporation and instrumentality of the Government of Puerto Rico, created by virtue of Act No. 125 of May 7, 1942, as amended (the "Organic Act"), represented herein by its Executive Director, Anthony O. Maceira-Zayas, Esquire, of legal age, single, and resident of San Juan, Puerto Rico, (hereinafter the "AUTHORITY").

AND

AS PARTY OF THE SECOND PART: **NFENERGÍA LLC**, a limited liability company organized under the laws of the Government of Puerto Rico, with register number (the "Lessee"), represented by herein by its Authorized Signatory, Mr. Brittain Rogers, of legal age, married and resident of Brooklyn, New York, who is authorized to appear herein pursuant to a Certificate of Resolution to that effect.

The Authority and the Lessee free and voluntary,

STATE

A. On May 3, 2018, the Authority and the Lessee executed an Agreement No. AP-17- 18-(4)-089, for leased certain parcels of land and berths, including certain structures located thereon, known as Wharves A and B located in the Puerto Nuevo Port of the Municipality of San Juan, Puerto Rico.

The Authority and the Lessee have agreed to amend the reference Agreement in parts of the first **WHEREAS**, in **TERMS AND CONDITIONS**, in the **ARTICLE 5. RENT AND OTHER CHARGES**, is amended items A., B., D., and H. The items C., E., F., and G., are the same as original Agreement, and included **ARTICLE 35. REGISTRATION AT OFFICE OF THE COMPTROLLER** to read as follows:

WHEREAS, the Authority is the owner in fee simple of certain parcels of land and berths, including certain structures located thereon, known as Wharves A and B located in the Puerto Nuevo Port of the Municipality of San Juan, Puerto Rico, and recorded in the Registry of the Property of Puerto Rico at Movil Volume 19 under property number 26072 of Puerto Nuevo, Third Section of San Juan, which are depicted in the plan identified as PE 754 Fig. 31, signed by professional engineer Thomas J. Danner (Puerto Rico PE 9755) dated April 27, 2018, attached

hereto as Exhibit A and made to form a part hereof (hereinafter collectively referred to as the "Property");

TERMS AND CONDITIONS

ARTICLE 5. RENT AND OTHER CHARGES

A. The Lessee shall pay to the Authority for rights and privileges granted herein a monthly rent of **Thirty-Four Thousand Four Hundred Fifty-Eight Dollars and Twenty Cents (\$34,458.20) (the "Rent")**, which has been determined based on the amounts that appear in the rent schedule attached hereto as Exhibit B and made to form a part hereof.

B. The total amount of rent payable by Lessee during the first (1st) Lease Year is equivalent to **Four Hundred Thirteen Thousand Four Hundred Ninety-Eight Dollars and Ninety-Seven Cents (\$413,498.97)**. The total amount of Rent payable by Lessee during the Term is equivalent to **Eight Million Two Hundred Sixty-Nine Thousand Nine Hundred Seventy- Five Dollars and Eight Cents (\$8,269,975.80)**.

C.

D. Lessee may, at its election, make payments of Rent or any other sums due to the Authority at the Authority's main office (or such other place as may be designated by the Authority from time to time by written notice to the Lessee) or by means of electronic funds transfer. If Lessee elects to make payments of Rent or any other sums due to the Authority by electronic funds transfer, Lessee shall notify the Authority of such election on the date hereof and shall make such payments during the Term using the following information:

Electronic Payment	Electronic Funds Transfer
Name of the account holder	
Employer Identification Number	
Name of the bank and branch	
Route Number (ABA)	
Account Number	

E.

F.

G.

H. On the date of execution hereof, Lessee has delivered to the Authority as guarantee for the payment of Rent and other sums due pursuant to the terms hereof and the faithful performance of its obligations hereunder, a security deposit in the amount of **One Hundred Thirty-Seven Thousand Eight Hundred Thirty-Two Dollars and Eighty Cents (\$137,832.80)**,

equivalent to four (4) months of Rent (the "Security Deposit"). If Lessee fails to comply with any of its obligations hereunder, including, but not limited to, those related to the payment of Rent or other sums due to the Authority pursuant to the terms hereof, then the Authority may use, apply or retain all or any part of the Security Deposit (i) for payment of any past due Rent or other sums; (ii) for payment of any reasonable amounts the Authority becomes obligated to spend by reason of Lessee's default; or (iii) to compensate the Authority for any other loss or damage the Authority may suffer by reason of Lessee's default. The Security Deposit or any balance thereof shall be returned to Lessee on the effective date of expiration or earlier termination of this Agreement.

ARTICLE 35. REGISTRATION AT OFFICE OF THE COMPTROLLER

The obligations under this Agreement may not be enforced unless and until this Agreement is filed for registration at the Office of the Comptroller of the Government of Puerto Rico, in accordance with Law No. 18 of October 30, 1975, as amended.

All other terms and conditions of Agreement No. AP-17-18-(4)-089 not amended by this Supplementary Agreement shall remain in full force and strength.

IN WITNESS WHEREOF the parties hereto have signed this Supplementary Agreement on the date first stated above.

PUERTO RICO PORTS AUTHORITY

NFENERGÍA LLC



Anthony O. Maceira Zayas, Esq.
Executive Director

Mr. Brittain Rogers
Authorized Signatory

Revised and recommended by:



Julian M. Bayne Hernández, Esq.
General Legal Counsel



Mr. José A. Vázquez Colón
Maritime Management Director

