SCHEDULE 13
CRUISE PIER IMPROVEMENT PROJECTS

AND

DESIGN AND BUILD STANDARDS

[See Attached]
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INTRODUCTION AND BACKGROUND

This Schedule 13 to this Agreement describes the purpose of the design and build standards for all Cruise Pier Improvement Projects and Modifications (the “Design and Build Standards”), the Design and Technical Specifications and their approval mechanism.

For the purposes of this Schedule 13, where Approval from the Authority is required, such Approval shall be limited to and shall follow the procedures set forth in Section 1.17, Section 4.5 and Section 4.8 of this Agreement, as applicable.

DEFINITIONS

The definitions related to this Schedule 13 are in Appendix N. Capitalized terms not defined in Appendix N are defined in Section 1.1 of this Agreement.

SECTION 1. PURPOSE OF THE DESIGN AND BUILD STANDARDS

The purpose of this Schedule 13 is to provide the minimum standards and requirements the Concession Company shall meet in the design and construction of the Cruise Pier Improvement Projects and Modifications pursuant to this Agreement, and the process for remedying any deficiencies of performance under this Agreement.

SECTION 2. DESIGN AND BUILD STANDARDS OVERVIEW

(a) Objectives

This Schedule 13 provides guidance as to the development of a design and build plan that will ensure that the minimum Design and Build Standards are met or exceeded (the “Design and Build Plan”), ensuring that the Cruise Pier Improvement Projects and Modifications are of the quality level required under this Agreement.

(b) Organizational Structure

This Schedule 13 provides the Concession Company with the minimum Design and Build Standards for the development and implementation of the Design and Build Plan for each of the Cruise Pier Improvement Projects and Modifications undertaken at the Cruise Port Facility.

The Design and Build Plan must include specifications for all facilities and systems affected by the Cruise Pier Improvement Projects and Modifications, as well as reporting requirements for the same, as follows:

(i) Cruise Pier Improvement Projects and Modifications (Section 7)

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(ii) Authority’s Review Process and Closeout Requirements (Section 8)
(iii) Minimum Performance Standards (Section 9)
(iv) Specifications for the Cruise Pier Improvement
(v) Design Criteria for Design and Build (Section 10)
(vi) Testing (Section 11)
(vii) Construction Management (Section 12)
(viii) Holding Fee (Section 13)

This document also includes 15 appendices as follows:

A. Available Guidance and Standards
B. Scheduled Completion Dates and Milestones of Initial Investment Projects and Expansion Investment Projects
C. Expansion Investment Projects Trigger Event, Phase Two Trigger Event and Maximum Cruise Port Capacity
D. Return Condition Works and RC Works Program
E. General List of Authorizations and Related Governmental Authority Requirements
F. Guidelines for Integrating Cruise Port Facility with San Juan
G. Pan American Piers Wharf Structure Budget
H. Pier 3 EPIC Repairs
I. Pier 3 Duty Free Building
J. Expansion Investment Projects, Phase Two Projects, Additional Cruise Port Facilities and Modifications Concession Mortgage Debt Criteria
K. Design Criteria
L. 30% Design and Technical Specifications
M. Liquefaction
N. Definitions
O. Environmental Reports

(e) **Coordination with Other Agencies**

At a minimum, the Concession Company shall coordinate as appropriate with the Authority and the following entities:

United States Coast Guard (USCG)

Customs and Border Protection (CBP)

Puerto Rico Fire Department (PRFD)

Municipality of San Juan

Puerto Rico Department of Natural and Environmental Resources (DNER)

Persons operating in San Juan Bay whose operations affect the Cruise Port Facility

Schedule 13 – Cruise Pier Improvement Projects and Design and Build Standards
United States Environmental Protection Agency (USEPA)

United States Army Corps of Engineers (USACE)

Puerto Rico Planning Board

Puerto Rico Permit Management Office (or OGPe by its Spanish acronym)

Puerto Rico Central Office of Recovery, Reconstruction and Resiliency (COR3)

Federal Emergency Management Agency (FEMA)

United States Department of Housing and Urban Development (HUD)


Puerto Rico Department of Housing (PRDOH)

The Authority shall use its Reasonable Efforts to assist the Concession Company in coordinating with the aforementioned entities and obtaining the cooperation of such entities.

(d) Required Reports

This Schedule 13 requires a number of reports to be generated in connection with the Cruise Pier Improvement Projects and Modifications. The Concession Company Design and Build Plan will be consistent with the Asset Management Plan provided to the Authority pursuant to Section 3.4 of this Agreement and Schedule 12 to this Agreement.

SECTION 3. DESIGN AND BUILD STANDARDS SUBJECT TO THE AGREEMENT

The interpretation of the Design and Build Standards and the Concession Company’s compliance with the Design and Build Standards shall be subject to the provisions set forth in Section 4 of this Schedule 13 and this Agreement.

SECTION 4. RELATIONSHIP TO DOCUMENTS REQUIRED BY LAW

To the extent the Concession Company’s compliance with any provision of the Design and Build Standards can be demonstrated by reference to any other document required by Law to be maintained by the Concession Company, the Concession Company’s compliance with the relevant provisions of the Design and Build Standards may be demonstrated by cross-referencing any other such documents and providing such documents to the Authority.

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To the extent that any term or provision of the Design and Build Standards conflicts with any term or provision otherwise specified in applicable Law then such specific term or provision of the Design and Build Standards shall be revised by construing it flexibly in light of their objectives while also ensuring that it complies with applicable Law and as so revised shall govern and shall supersede any such conflicting term or provision of the Design and Build Standards.

The Concession Company's obligation to comply with the USCG and USACE's guidance or regulations extends only to USCG and USACE guidance and regulations for which the USCG and the USACE has made compliance mandatory on port facilities operators. To the extent that any USCG guidance or regulations are not mandatory, the Concession Company is not obligated to comply (by virtue of such USCG and USACE's guidance or regulation), but may do so in its discretion.

To the extent that the Design and Build Standards refer to any particular law, regulation, ordinance, order, directive, USCG or USACE guidance or regulation, the reference is to the then-current version of the same, as it may have been amended, revised, replaced or succeeded from time to time.

SECTION 5. LEGAL REQUIREMENTS

The provisions of the Design and Build Standards and of the Design and Build Plan and the Design and Technical Specifications established under them shall comply with all applicable Law. For convenience, applicable Law, including the standards, guidance, Authorizations and requirements set forth in Appendix A and Appendix E to this Schedule 13 are referred to as "Legal Requirements" throughout this Schedule 13.

SECTION 6. PLAN SUBMISSION AND REVISIONS; COMPLIANCE WITH BEST INDUSTRY PRACTICES

The Design and Build Plan, each of its component sections and any modifications thereto shall be designed to comply in all material aspects with Good Industry Practice and shall be developed by the Concession Company, and the Concession Company may in its discretion consult with the Authority with respect thereto.

The Design and Build Plan and each of its component sections shall be prepared separately for the Initial Investment Projects, the Expansion Investment Projects after the Expansion Investment Projects Trigger Event and the Phase Two Projects after the Phase Two Trigger Event.

Simultaneously with the submission of the Concession Company Annual Report required pursuant to Schedule 12 of this Agreement, the Concession Company shall submit any proposed modification to the Design and Build Standards to the Authority. Any changes to the Design and Build Standards or this Schedule 13 are subject to the requisite approvals required under this Agreement.
The Concession Company is responsible for becoming familiar with and complying with future standards and Legal Requirements that may be applicable during the Term, including Good Industry Practice, that apply to the design, operation, upkeep, and maintenance of the Cruise Port Facility, subject to the provisions of this Agreement.

Any Cruise Pier Improvement Projects or Modifications that may be funded in whole or in part through Government Contributions (which, for the avoidance of doubt, would not include the Initial Investment Projects, except for the Pan American Piers Wharf Structure Project, if applicable) shall be designed to comply in all material aspects with Good Industry Practice and the applicable Legal Requirements for such Government Contributions. For the purposes of submitting work for funding in whole or in part through Government Contributions, the Concession Company will work with the Authority and the Independent Engineer to ensure that the Design and Build Plan for such works conforms to the requirements applicable to projects funded in whole or in part through Government Contributions, including ensuring that the Design and Build Plan is prepared in conformity with the applicable Legal Requirements for hazard-resistant designs for the purposes of protecting the health, safety, and general welfare of the Cruise Port Facility's users against disasters (including floodplain management and hazard mitigation criteria required under the Coastal Barrier Resources Act (16 U.S.C. 3501 et seq.), and to meet the definition of resilient as may be developed by FEMA.

SECTION 7. CRUISE PIER IMPROVEMENT PROJECTS AND MODIFICATIONS

The Initial Investment Projects, Expansion Investment Projects and Phase Two Projects are as follows and as described in more detail in Appendix L to this Schedule 13 and in the 30% Design and Technical Specifications:

- **INITIAL INVESTMENT PROJECTS**

  Each to be carried out in accordance with the 30% Design and Technical Specifications Approved by the Authority as a condition to Closing prior to the Closing Date.

  o Pier 1 Project
    
    - **Pier 1 – Wharf**
      
      Limited operational repairs to Pier 1 deck that include, but are not limited to:
      
      - Concrete resurfacing and painting
    
    - **Pier 1 – Cruise Pier Building**
      
      Repairs or replacement, including but not limited to:
      
      - Fire protection system in the Cruise Pier Building on Pier 1

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• Escalator and one elevator in the Cruise Pier Building on Pier 1
• Floor, wall and ceiling finishes in the public areas of the Cruise Pier Building.

The scope of repairs will be finalized between the Parties prior to Closing.

○ Pier 3 Project
  • Pier 3 EPIC Repairs.
    – Replace missing fender on Pier 3

The Pier 3 EPIC Repairs will be performed by the Authority, subject to Section 4.14 of this Agreement.

○ Piers 1-4 Walkway Project
  • Repairs or improvements to the Piers 1-4 Walkway including:
    – Repairs to Piers 1-4 Walkway surface and balustrade along the edge of the Piers 1-4 Walkway from Pier 1 to Pier 4
    – Providing a new canopy (without lighting) between Pier 3 and Pier 4;
    – Providing new low-level landscaping between Pier 3 and Pier 4.

For the avoidance of doubt, if the construction of the Pier 3 Duty Free Building is underway at the time of Closing and/or within the deadline for this project as per Table 7-1 the construction by the Concession Company of the portion of walkway in front of Pier 3 will be deferred until after completion of the Duty Free Building construction.

○ Pan American Pier 1 Project
  • Repairs or replacement to Cruise Pier Building on Pan American Pier 1, including but not limited to:
    – Floor, wall and ceiling finishes in the public areas of the Cruise Pier Building on Pan American Pier 1
    – Toilets and sewer systems in the Cruise Pier Building on Pan American Pier 1

The Scope of repairs will be finalized between the Parties prior to Closing.

○ Pan American Pier 2 Project
  • Repairs or replacement to Cruise Pier Building on Pan American Pier,
including but not limited to:

- Floor, wall and ceiling finishes in the public areas of the Cruise Pier 2 Building
- Toilets and sewer systems in the Cruise Pier Building Pier 2 Building

The scope of repairs will be finalized between the Parties prior to Closing.

○ Pan American Piers Wharf Structure Project

- Subject to satisfaction of conditions to Closing as provided in Section 2.4(c)(ix) of this Agreement,

- New sheet pile wall measuring 1,518 ft (Pan American Pier 1 and Pan American Pier 2 combined) with 110 injected tie rods along the new sheet pile wall for the length of the such Cruise Piers
- New bulkhead and bollards along the length of the such Cruise Piers
- Berth surface repairs maintaining existing platform height of such Cruise Piers

○ Rehabilitation Pier 4 Wharf

- Subject to satisfaction of the conditions to Closing regarding Pier 4 provided in Section 2.4(c)(viii) of this Agreement, improvements will include repairs or replacement as required,

- To maintain the live load of 165 psf (see paragraph (f) of Appendix K).
- To maintain the berthing of Category 2 vessels in Section 9(b) of this Schedule 13 by the construction of either mooring dolphins or an optimized technical solution according to result of the on-going survey and studies.

• EXPANSION INVESTMENT PROJECTS

○ Piers 11 – 12 Project

- The Expansion Investment Projects are subject to and to be implemented in accordance with Section 3.25 and Section 4.13 of this Agreement.

- Piers 11-12 – Wharf

- Construction of new bulkhead along such Cruise Piers in front of existing wall measuring approximately 1,350 ft in accordance with the 30% Design and Technical Specifications Approved by the Authority as a condition to Closing prior to the Closing Date.

- Piers 11-12 – Cruise Pier Building

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Construction of a cruise terminal for Home Port operations in accordance with the 30% Design and Technical Specifications Approved by the Authority prior to the Date of this Agreement.

- **Piers 11-12 – Uplands**
  - Constructing a ground transport area, and commercial, tourism and related services and offerings (including Public Information Centers), including but not limited to:
    - The provision of car parking and expanded ground transport staging and traffic flow areas for the cruise terminal facility in Pier 13 as marked in Schedule 1 Figure 6A in accordance with the 30% Design and Technical Specifications Approved by the Authority as a condition to Closing prior to the Closing Date.

  - **Conversion of Pier 4 into a Port of Call facility**
    - Repairs and replacement as required to convert the Pier 4 operations to Port of Call including but not limited to:
      - Floor, wall and ceiling finishes in the public areas of the terminal building when required.
      - Changing of passenger flow to suit Port of Call operations.

- **PHASE TWO PROJECTS**
  - **Piers 13-14 Project**
    - **Pier 13 and Pier 14 – Wharf**
      - Subject to and in accordance with the provisions of Section 3.24 and Section 4.12 of this Agreement, improvements will include repairs or replacement as required, including but not limited to:
        - Construction of new seawall and bulkhead at the Pier 13 and Pier 14 in front of existing wall measuring approximately 1,115 ft.
        - Construction of a new mooring dolphin on the west of the Piers 11-12 to allow a total berthing length for two 1,375 ft long (Cat 3) berths in sequence (totaling of 2,750 ft) for Cruise Piers 11 to 14.
        - The length of berth available will be reviewed at the time of the Phase Two Trigger Event or at the time the Piers 13-14 Wharf Project is implemented as provided in Section 4.12(e), if earlier.

  - **Pier 13 and Pier 14 – Cruise Pier Building**
- To be implemented by the Concession Company in accordance with Section 3.24 and Section 4.12 of this Agreement.

- **Pier 13 and Pier 14 – Uplands**
  - To be implemented by the Concession Company in accordance with Section 4.12 of this Agreement.

The funding responsibility and Scheduled Completion Date for the Cruise Pier Improvement Projects consisting of the Initial Investment Projects, the Expansion Investment Projects and the Phase Two Projects are summarized in the table below. For the avoidance of doubt, funding responsibility of the Concession Company for the Expansion Investment Projects and the Phase Two Projects is subject to the conditions set forth in Section 10.1 of this Agreement.

**Table 7-1**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cruise Pier Improvement Project</th>
<th>Scheduled Completion Date (Funding or Financing Responsibility with Concession Company)</th>
<th>Scheduled Completion Date (Funding or Financing Responsibility with Government Contributions)</th>
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</thead>
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<td>Pier 4 Reconstruction</td>
<td>Pier 4 Reconstruction</td>
<td>N/A</td>
<td>To be negotiated in good faith between the Parties following receipt of the notice from the Authority (pursuant to Section 4.12(c)) that the Government Contributions Authorization has been received or, if the Government Contributions are insufficient to pay a portion of the Cruise Pier Improvement Projects Cost or are delayed or denied, following issuance of Concession Mortgage Debt for the shortfall pursuant to Section 4.12(c).</td>
</tr>
<tr>
<td>Initial</td>
<td>Rehabilitation Pier 4 Wharf</td>
<td>9 months from Closing</td>
<td>N/A</td>
</tr>
<tr>
<td>Expansion Investment Projects</td>
<td>Pan American Pier 1 Project</td>
<td>12 months from completion of Rehabilitation Pier 4 Wharf.</td>
<td>NA</td>
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<tr>
<td></td>
<td>Pan American Pier 2 Project</td>
<td>12 months from completion of Rehabilitation Pier 4 Wharf.</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Pan American Piers Wharf Structure Project</td>
<td>12 months from completion of Rehabilitation Pier 4 Wharf.</td>
<td>NA</td>
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<tr>
<td></td>
<td>Pier 1 Project</td>
<td>6 months from Closing</td>
<td>NA</td>
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<tr>
<td></td>
<td>Pier 3 Project</td>
<td>To be completed no earlier than 12 months from Closing and no later than 6 months from the completion of the Pier 3 EPIC Repairs.</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Piers 1-4 Walkway Project</td>
<td>12 months from Closing</td>
<td>NA</td>
</tr>
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<td></td>
<td>Piers 11-12 Project</td>
<td>31 months from the Expansion Investment Projects Trigger Event (provided the Expansion Investment Projects Requirements are satisfied) plus 180 days (as may be adjusted pursuant to Section 3.25(g) of this Agreement)</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Conversion of Pier 4 into a Port of Call facility (if applicable)</td>
<td>12 months from the Piers 11-12 Project Completion</td>
<td>NA</td>
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<tr>
<td></td>
<td>Piers 13-14 Project</td>
<td>31 months from the Phase Two Trigger Event plus 180 days (as may be adjusted pursuant to Section 3.24(i) of this Agreement)</td>
<td>NA</td>
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For the Piers 13-14 Wharf Project, 31 months from receipt of the notice from the Authority (pursuant to Section 4.12(d) or Section 4.12(e)) that the Government Contributions Authorization has been received plus 180 days, unless the Government Contributions are insufficient to pay a portion of the Cruise Pier Improvement Projects Cost or are delayed or denied, in which case the Scheduled Completion Date shall be 31 months from issuance (if applicable) of Concession Mortgage Debt for the shortfall pursuant to Section 4.12(c).
shortfall pursuant to Section 4.12(d)
(and subject to Section 3.24(d),
provided that the Phase Two Trigger
Event and the Phase Two Rate of
Return Test shall not apply with respect
to the construction of the Piers 13-14
Wharf Project if the Piers 13-14 Wharf
Project is constructed using 100%
Government Contributions, as provided
in Section 4.12 and Section 3.24(f)).
SECTION 8. AUTHORITY’S REVIEW PROCESS AND CLOSEOUT REQUIREMENTS

(a) General

The Authority and the Concession Company shall designate the following parties

- The Authority shall designate the Designated Person or other Representative to act as a single point of contact related to the Cruise Pier Improvement Projects and each Modification. If the Designated Person or other Representative materially breaches its obligations under this Agreement, the Concession Company, acting reasonably, shall have the right to require replacement of the Designated Person or Representative. The appointed Designated Person or Representative shall have full authority to represent, bind and act for the Authority with respect to matters arising under this Agreement, and to execute the orders or directions on behalf of the Authority without causing a delay to the Concession Company and its Contractors and shall be present at or within a reasonable distance from the Cruise Port Facility at all times during the periods while Cruise Pier Improvement Projects and Modifications are in progress.

- The Authority and the Concession Company will prior to Closing jointly appoint the Independent Engineer in accordance with the terms of this Agreement. The Independent Engineer shall be an international firm of consulting engineers with substantial experience in the business of port construction and equipment verification, similar in size and scope to the Cruise Pier Improvement Projects, and able to deploy suitably qualified and experienced personnel, with appropriate civil, mechanical and electrical engineering qualifications and specific experience in the commissioning of port installations. The Parties shall comply with their respective duties arising from the Independent Engineer terms of appointment. Neither Party shall without the other Party’s consent terminate, cancel or vary the terms of the Independent Engineer terms of appointment. In the event the Independent Engineer terms of appointment terminates otherwise than for full performance, the Parties shall liaise and cooperate with each other to appoint a replacement consultant to act as Independent Engineer as soon as reasonably practical.

- The Concession Company shall designate a Representative as the project manager for the Cruise Pier Improvement Projects and each Modification (“Project Manager”). All of the programming, design and construction activities shall be under the direction of the Project Manager, who shall be the principal contact between the Concession Company, the Authority and the Independent Engineer.

- The Authority may order internal review processes as deemed necessary with the Independent Engineer or other third-party experts or personnel with the knowledge of systems and facilities.

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The Authority shall have the right to require replacement of the key members of the management and technical staff supporting the Project Manager, if the Authority determines, acting reasonably, that such person is in material breach of the Concession Company's obligations under this Agreement. The Project Manager shall have full authority to represent, bind and act for the Concession Company with respect to matters arising under this Agreement, and to execute the orders or directions of the Authority without delay. The Project Manager or his or her authorized representative shall be present at the Cruise Port Facility at all times while Cruise Pier Improvement Projects and Modifications are in progress. Arrangements for responsible supervision, acceptable to the Authority, shall be made for periods when the Project Manager cannot be present at the Cruise Port Facility.

Besides the Milestone Inspection performed by the Independent Engineer, the Authority may carry out, at its own cost and discretion, an independent review of the Concession Company's design documents by a separate architect, engineer, and contractor or cost estimator under contract or employed by the Authority. Such independent review shall be performed in a timely manner in accordance with Section 4.5(b) of this Agreement, or such other schedule agreed between the Authority and the Concession Company, and shall not delay the orderly progress of the Cruise Pier Improvement Projects and Modifications. Any failure of the Authority (including any such separate architect, engineer, contractor or cost estimator) to respond to any design document within the period provided in Section 4.5(b) of this Agreement shall constitute Authority approval of the relevant design document provided in Section 4.5(c) of this Agreement.

The scope of services listed below is intended to convey the Authority's requirements for the design and construction of the Cruise Pier Improvement Projects and any Modifications. Conditions may arise which will necessitate revisions in the types of services required. While the Authority has attempted in this Schedule 13 to define its expectations for the Cruise Pier Improvement Projects and any Modifications, the scope of services listed below is not intended to be all inclusive of the work to be performed. The Concession Company's experience should allow it to amplify on the scope as provided below.

Cruise Pier Improvement Projects and Modifications performed under this Agreement shall include the following items:

- Architecture
- Civil engineering
- Structural engineering
- Landscape architecture
- Traffic engineering
- Mechanical and electrical engineering
- Plumbing engineering
- Fire protection engineering
- Electronic and information technology systems engineering, excluding operational information technology and communications systems of the cruise lines

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Security access control and closed-circuit television (CCTV) design, excluding operational information technology and communications systems of the cruise lines
Telecommunications and public address system design, excluding operational information technology and communications systems of the cruise lines
Baggage claim device design (if any)
Surveying
Geotechnical investigation
Permitting
Materials testing (as per required by building codes applying to the construction).
Scheduling
Environmental impact and Pollution Controls/Mitigation for the construction of the works
Health and safety for the construction of the works
Quality assurance and quality control for the construction of the works
Construction
Construction inspection and special inspection (as necessary)

All other planning, design, coordination, construction activities and services as required to complete the applicable Cruise Pier Improvement Project or Modification shall be compatible with the long-term development of the Cruise Port Facility, including the Operating Standards, which will be provided by the Concession Company as a part of the Design and Build Plan.

(b) Review Guidelines

Prior to any planning and execution of Cruise Pier Improvement Projects and Modifications, various project documents shall be submitted to the Authority, at pre-agreed milestones (which milestones shall be no less than those provided in Section 8(c)(i), (ii) and (iii) of this Schedule 13), for review and Approval, as part of the Design and Build Plan to the extent Approval is required under this Agreement. The review will include submissions for compliance with design intent, systems specifications, materials, standard of performance, and other criteria identified in this Schedule 13. This review is a requirement that is intended for the benefit of the execution of the Cruise Pier Improvement Projects and Modifications and does not eliminate or reduce the Concession Company’s responsibility to review the documents for compliance with all applicable Legal Requirements.

Written review comments will be returned to the Concession Company for each review effort. The designated Project Manager and the Representative will agree in the final agreement to a schedule of submission due dates and designated review periods based upon the Concession Company’s proposed schedule and the Authority’s schedule objectives.

The Project Manager is responsible for documenting minutes of all the review meetings if any, while the Representative will supply specific comments. The Representative shall provide timely,
detailed and coordinated responses to all submitted design and construction submittals.

The Authority’s review and Approval with respect to each Cruise Pier Improvement Project and Modification includes the following:

(i) Cruise Pier Improvement Port Master Plan (CPIMP)
(ii) Architectural Building Design Concept
(iii) Design Criteria Document
(iv) Design Documents and Specifications, including Design Drawings and Calculations
(v) Overall Project Schedule

(i) Cruise Pier Improvement Port Master Plan (CPIMP)

The objective of the CPIMP is to provide the Authority and other relevant stakeholders with an overview of the proposed Cruise Pier Improvements for the Initial Investment Projects prior to the Closing Date and for the Expansion Investment Projects after the Expansion Investment Projects Trigger Event that will be implemented and how it forms part of the overall CPIMP; including the projected uses or changes in the organization, phasing and use of the Cruise Pier(s) included in a specific Cruise Pier Improvement Project. The CPIMP shall provide the basis for its implementation, in particular how for the Initial Investment Projects and for the Expansion Investment Projects after the Expansion Investment Projects Trigger Event the proposed Cruise Pier Improvement Projects and Modifications contribute to maintain the Operating Standards and will ensure continuity in the level of service to the Cruise Lines and Other Shipping Lines. The CPIMP shall incorporate layers showing improvements to be completed by other such as USACE San Juan Harbor Improvement, and Bahia Urbana (PRCD) when (in the case of Bahia Urbana) provided by the Authority.

The Concession Company shall prepare the CPIMP:

(i) with respect to the Initial Investment Projects prior to the Closing Date in connection with the satisfaction of the condition to Closing provided in Section 2.4(b)(vi) of this Agreement;

(ii) with respect to the Expansion Investment Projects no later than one-hundred and twenty (120) days after the Expansion Investment Projects Trigger Event or one-hundred and twenty (120) days after the receipt of notification from the Authority that the Government Contributions Authorization has been achieved for Government Contributions in an amount sufficient to pay at least fifty million dollars ($50,000,000) of the Cruise Pier Improvement Projects Cost of the Piers 11-12 Wharf Project, based on the original Port Master Plan referred to in Appendix L to this Schedule 13, for Approval by the Authority;

(iii) with respect the Phase Two Projects, no later than one hundred and eighty (180) days after the Phase Two Trigger Event or one hundred and eighty (180) days after the receipt of notification from the Authority that the Government Contributions Schedule 13 – Cruise Pier Improvement Projects and Design and Build Standards
Authorization has been received for Government Contributions to pay the Cruise Pier Improvement Projects Cost of the Piers 13-14 Wharf Project (subject to Section 3.24(d), as qualified by the last sentence of Section 3.24(f)), based on its original Port Master Plan referred to in Appendix L to this Schedule 13, for Approval by the Authority.

Any changes in the CPIMP shall be submitted to the Authority for Approval.

The CPIMP shall as a minimum include:

- A narrative description of the proposed CPIMP (Initial Investment Projects, Expansion Investment Projects, Phase Two Projects and other Cruise Pier Improvement Projects) explaining the concept and how their plan/design addresses the items mentioned in Section 8(a) of this Schedule 13 and:
  - How the proposed Initial Investment Projects, Expansion Investment Projects, Phase Two Projects and other Cruise Pier Improvement Projects enhances the relation of the waterfront, piers and terminals to the direct urban context (Old San Juan, Puerta de Tierra, and Convention Center District / other nearby properties.), consistent with the guidelines set forth in Appendix E of this Schedule 13.
  - How the Initial Investment Projects, Expansion Investment Projects, Phase Two Projects and other Cruise Pier Improvement Projects will manage the traffic and circulation of vehicles, shuttles, taxis, parking, etc., and improve the connectivity with the public transportation system and potentially integrate a multimodal transportation system.
  - How the Initial Investment Projects, Expansion Investment Projects, Phase Two Projects and other Cruise Pier Improvement Projects promotes the incorporation of other activities (commercial, recreational, cultural, etc.), and amenities related to the visitors/passenger experience and services.
  - How the Initial Investment Projects, Expansion Investment Projects, Phase Two Projects and other Cruise Pier Improvement Projects provides for additional benefits in the development, growth, maintenance and sustainability of San Juan Bay cruise terminals and piers.

- Proposed site plans (to scale and in clearly legible format) with main dimensions showing the premises of the Cruise Pier Improvement Projects.

(ii) Architectural Building Design Concept

The Concession Company shall prepare a narrative description of the architectural concept, materials and design with focus on innovation and compliance with LEED Silver level of certification (it being understood that no certification is required).

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EAST\188121692.3
Design embarkation/discharkation Passenger capacity (in mean and peak numbers/hr) and areas provided (ft²)
- General Arrangement drawing (to scale and in clearly legible format)
- Views of each side of the building
- High level 3D perspective images (minimum 3 images)
- Embarkation/Disembarkation passenger flow

(iii) Design Criteria Document

The Concession Company shall prepare a design criteria document which includes the basis of design/design criteria for each Cruise Pier Improvement Project and Modification (the “Design Criteria Document”) and shall request the Authority’s Approval of the Design Criteria Document before commencing preliminary design activities. The Concession Company shall further expand the Design Criteria Document and maintain the same during the execution of the Cruise Pier Improvement Projects and Modifications. The Concession Company will request the Authority’s Approval of the Design Criteria Document at agreed development stages, including, as provided above, prior to Closing.

The design criteria in Appendix K to this Schedule 13 constitute the initial Design Criteria Document relating to the Cruise Pier Improvement Projects and any Modifications, except to the extent the paragraphs of Appendix K specifically refer to the Piers 11-12 Project or the Rehabilitation Pier 4 Wharf (these specific paragraphs constituting design criteria relating only to the Piers 11-12 Project or the Rehabilitation Pier 4 Wharf). If the 30% Design and Technical Specifications for one or more of the Initial Investment Projects and the Expansion Investment Projects are not included in Appendix L to this Schedule 13 as of the Date of this Agreement, then in connection with the Approval of the 30% Design and Technical Specifications for the Initial Investment Projects and the Expansion Investment Projects, the Concession Company shall amend if need be the Design Criteria Document consisting of Appendix K for such Cruise Pier Improvement Projects for Approval of the Authority before preparing the 30% Design and Technical Specifications for such Initial Investment Projects and Expansion Investment Projects. A similar amendment or expansion of the Design Criteria Document shall be made by the Concession Company for Authority Approval for other Cruise Pier Improvement Projects and any Modifications before the Concession Company begins preliminary design activities.

(iv) Design Documents and Specifications including Design Drawings and Calculations

The Concession Company shall prepare Design Documents and Specifications covering as a minimum the items mentioned above and repeated below;

- Architecture
- Civil engineering
- Structural engineering
- Landscape architecture
- Traffic engineering
- Mechanical and electrical engineering

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- Plumbing engineering
- Fire protection engineering
- Electronic and information technology systems engineering, excluding operational information technology and communications systems of the cruise lines
- Security access control and closed-circuit television (CCTV) design, excluding operational information technology and communications systems of the cruise lines
- Telecommunications and public address system design, excluding operational information technology and communications systems of the cruise lines
- Baggage claim device design (if any)
- Surveying
- Geotechnical investigation
- Permitting
- Materials testing (as per required by building codes applying to the construction).
- Scheduling
- Environmental impact and Pollution Controls/Mitigation for the construction of the works
- Health and safety for the construction of the works
- Quality assurance and quality control for the construction of the works
- Construction
- Construction inspection and special inspection (as necessary)

(v) Overall Project Schedule

The Concession Company shall prepare an overall project schedule for all construction works including a breakdown of these works for each structure (pier/wharf or building) as follows:

- Survey, design, procurement and permitting works
- Total time period of structure being out of service for existing operational piers/wharfs or buildings
- Demolition works (not part of the refurbishment/building works below)
- Refurbishment/building works

(c) Design Submittal

The Concession Company shall provide comprehensive, multi-discipline design packages that include design documentation for project elements, fully developed to the design stage indicated. The stages that will require the Authority’s review and Approval are below.

(i) 30% preliminary design development (“30% Design”) – to be provided by the Concession Company, Approved by the Authority:

- before Closing for the Initial Investment Projects and as provided in Section Schedule 13 – Cruise Pier Improvement Projects and Design and Build Standards

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2.4(b) of this Agreement;

- as of the Date of this Agreement for the portion of the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Cruise Pier Building (but not for the portion of the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Wharf or Piers 11-12 – Uplands);

- to be provided by Concession Company no later than the Closing Date (and the Concession Company to use Reasonable Efforts to provide and to facilitate Authority Approval no later than ninety (90) days after the Date of this Agreement) for the portion of the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Wharf and Piers 11-12 - Uplands;

- to be provided by Concession Company (and Parties to use Reasonable Efforts to facilitate Authority Approval) no later than one-hundred and eighty (180) days after the Expansion Investment Projects Trigger Event for the Expansion Investment Projects (other than the portion of the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Cruise Pier Building, which was Approved by the Authority as of the Date of this Agreement;

- to be provided by Concession Company (and Parties to use Reasonable Efforts to facilitate Authority Approval) not later than 270 days after the Closing Date for the Piers 13-14 Wharf Project;

- to be provided by Concession Company (and Parties to use Reasonable Efforts to facilitate Authority Approval) within one-hundred and eighty (180) days from the date of the Phase Two Trigger Event for the Phase Two Projects (other than the portion of the Piers 13-14 Project identified in this Schedule 13 as Pier 13 and Pier 14 – Wharf).

(ii) 60% design development (“60% Design”)

(iii) 100% final design (“100% Design”)

For the avoidance of doubt the 30% Design constitutes the 30% Design and Technical Specifications and the 100% Design constitutes the Design and Technical Specifications, as the terms 30% Design and Technical Specifications and Design and Technical Specifications are used in this Agreement.

The 30% Design will be Approved by the Authority or agreed by the Authority and the Concession Company, as the case may be, as provided in paragraphs (A), (B), (C), (D) and (E) below.

The development and incorporation into this Agreement of the 60% Design and the 100% Design shall be reviewed by the Authority and the Independent Engineer as provided in Section 4.5 of this Agreement. In connection with the development by the Concession Company of the 60% Design...
and the 100% Design, the Concession Company may submit to the Authority and the Independent Engineers for their review pursuant to Section 4.5 of this Agreement design document packages that represent a discrete part of the applicable Cruise Pier Improvement Project or Modification, and each such design document package shall be reviewed pursuant to, and subject to the provisions of, Section 4.5 of this Agreement. For the avoidance of doubt, each discrete design document package shall include the items listed in Section 8(b)(i) to (v) of this Schedule 13 that are applicable to such design document package. Promptly following the Approval by the Authority of the 30% Design, the Authority and the Concession Company, acting reasonably, shall agree on discrete parts of the 60% Design of the applicable Cruise Pier Improvement Project or Modification for which design document packages may be submitted separately to the Authority and the Independent Engineer for review pursuant to Section 4.5 of this Agreement. Promptly following the Approval by the Authority of the 60% Design, the Authority and the Concession Company, acting reasonably, shall agree on discrete parts of the 100% Design of the applicable Cruise Pier Improvement Project or Modification for which design document packages may be submitted separately to the Authority and the Independent Engineer for review pursuant to Section 4.5 of this Agreement.

30% Design for each Cruise Pier Improvement Project and Modification shall include the items listed in Section 8(b)(i) to (v) of this Schedule 13, which for the avoidance of doubt, are the CPIMP; Architectural Building Design Concept; Design Criteria Document; Design Documents and Specifications including Design Drawings and Calculations; and Overall Project Schedule.

(A) The 30% Design for the Initial Investment Projects, and their Approval by the Authority, are conditions precedent to Closing, as provided in Section 2.4(b)(vi) of this Agreement, and upon Approval by the Authority shall become part of this Agreement as though set forth herein and shall be attached hereto or incorporated herein as part of Appendix L.

(B) The 30% Design for the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Cruise Pier Building (but not the portion of the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Wharf or Piers 11-12 – Uplands) have been provided to and Approved by the Authority as of the Date of this Agreement, and are part of this Agreement as though set forth herein and shall be attached hereto or incorporated herein as part of Appendix L.

(C) The 30% Design for Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Wharf and the Piers 11-12 – Uplands of the Expansion Investment Projects shall be prepared by the Concession Company, using Reasonable Efforts, for Authority Approval not later than ninety (90) days after the Date of this Agreement and, in any case, are required to be prepared by the Concession Company and Approved by the Authority in connection with the satisfaction by the Concession Company of Section 2.4(b)(vi) of this Agreement, and upon Approval by the Authority shall become part of this Agreement as though set forth herein and shall be attached hereto or incorporated herein as part of Appendix L.
(D) The 30% Design for the Phase Two Projects identified in this Schedule 13 as the Pier 13 and Pier 14 – Wharf (but not the portion of the Piers 13-14 Project identified in this Schedule 13 as the Pier 13 and Pier 14 - Cruise Pier Building or the Pier 13 and Pier14 - Uplands) shall be prepared by the Concession Company for Authority Approval no later than 270 days after the Date of this Agreement.

(E) The 30% Design for the Phase Two Projects identified in this Schedule 13 as the Pier 13 and Pier 14 - Cruise Pier Building and the Pier 13 and Pier 14 - Uplands shall be prepared by the Concession Company for Authority Approval no later than one hundred and eighty (180) days following the Phase Two Trigger Event.

(F) The 30% Design for each Modification shall be agreed by the Authority and the Concession Company in the negotiations with respect to the Modification provided in Section 5.1 of this Agreement.

(d) Close Out Submittals

(i) After requesting the Completion Inspection, the Concession Company shall prepare and submit digital files and 10 hard copies of the complete closeout packages. Not less than 7 Business Days before any Milestone Inspection and the Completion Inspection for the applicable Cruise Pier Improvement Project or Modification the Concession Company will notify the Independent Engineer and the Authority of the date for the Milestone Inspection or Completion Inspection, as the case may be, and will provide them with such documents and information as they reasonably request in connection with such Milestone Inspection or Completion Inspection. At a minimum, the following items are to be included in the Close Out Submittals package no later than sixty (60) days after the Completion Inspection for the applicable Cruise Port Improvement Project or Modification:

(A) Project record documents: AutoCAD 2019 drawings, submit hard copies and electronic format.
(B) Operating and maintenance data and instruction for all equipment and all finishes.
(C) Warranties and bonds.
(D) Spare parts and maintenance material.
(E) Evidence of undisputed payment and releases of liens, including payments to subcontractors and employees.
(F) Certification of generator test, HVAC test, elevator and escalator certificate, fire sprinkler and fire alarm system.
(G) Commissioning report.
(H) Material inventory and final color list.
(I) Temporary Certificate of Occupancy.
(J) Pollution Control Plans such as Spill Prevention, Control and Countermeasure Plans (SWPPP) and Storm Water Pollution Prevention Plans (SWPPP-Operation)

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(K) Payment of all permit fees and cost

Completion Inspection will follow the procedures set forth in Sections 4.7 and 4.8 of this Agreement.

All the Authorizations and documents listed above in this paragraph (i) of Section 8(d) of this Schedule 13, shall be delivered with the Officer’s Certificate to the Authority prior to the occurrence of Completion pursuant to Section 4.8(e) of this Agreement together with other Authorizations and documents required with such Officers Certificate.

(ii) The following shall be provided to the Authority within one hundred twenty (120) days following the completion of the Completion Inspection:

(A) Project record documents
(B) HVAC balancing reports
(C) Final Punch List

(iii) The following shall be provided to the Authority within one hundred and eighty (180) days following the completion of the Completion Inspection:

(A) Evidence of compliance with requirements of Governmental Authorities and construction documents
(B) Final Certificate of Occupancy
(C) Evidence of releases of Encumbrances other than Permitted Concession Company Encumbrances.

For the avoidance of doubt, the documents above to be provided to the Authority within one hundred twenty (120) and one hundred and eighty (180) days following the Completion Inspection, as set forth in paragraphs (ii) and (iii) above, shall not be considered as a required document or Authorization under Section 4.8(e) of this Agreement for the purpose of achieving Completion under this Agreement.

SECTION 9. MINIMUM PERFORMANCE STANDARDS

(a) Design-vessels categories

The Cruise Pier Improvement Projects and Modifications are defined by the following design-vessel categories:

• Category 1 (CAT 1) under 2,000 passengers and less than 900 ft. length overall (LOA)
• Category 2 (CAT 2) from 2,000 passengers to 6,000 passengers, equal to or less than 1,100 ft. length overall (LOA)
• Category 3 (CAT 3) over 6,000 passengers with 1,200 ft. length overall (LOA)
(b) **Cruise Piers Usage**

The table below summarizes current and future use of each Cruise Pier.

<table>
<thead>
<tr>
<th>Cruise Piers</th>
<th>Use</th>
<th>Current Capacity</th>
<th>Planned Capacity</th>
<th>Use</th>
<th>Design Capacity</th>
<th>Design Vessel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pier 1 (E and W)</td>
<td>PoC/HP</td>
<td>1 HP: CAT 1 or 2 PoC: CAT 1</td>
<td>PoC/HP</td>
<td>1 HP: CAT 1 or 2 PoC: CAT 1</td>
<td>CAT 1</td>
<td></td>
</tr>
<tr>
<td>Pier 3 (E and W)</td>
<td>PoC</td>
<td>1 PoC: CAT 3 and 1 PoC: CAT 1 or 2 PoC: CAT 2</td>
<td>PoC</td>
<td>1 PoC: CAT 3 and 1 PoC: CAT 1 or 2 PoC: CAT 2</td>
<td>CAT 3</td>
<td></td>
</tr>
<tr>
<td>Pier 4 (E and W)</td>
<td>PoC/HP</td>
<td>1 HP: CAT 2 or 2 PoC: CAT 2</td>
<td>PoC</td>
<td>2 PoC: CAT 2</td>
<td>CAT 2</td>
<td></td>
</tr>
<tr>
<td>Piers 11 - 12</td>
<td>NA</td>
<td>NA</td>
<td>HP</td>
<td>CAT 3</td>
<td>CAT 3</td>
<td></td>
</tr>
<tr>
<td>Piers 13 - 14</td>
<td>NA</td>
<td>NA</td>
<td>HP</td>
<td>CAT 3</td>
<td>CAT 3</td>
<td></td>
</tr>
<tr>
<td>Pan American Pier 1</td>
<td>HP</td>
<td>CAT 1</td>
<td>HP</td>
<td>CAT 1</td>
<td>CAT 1</td>
<td></td>
</tr>
<tr>
<td>Pan American Pier 2</td>
<td>HP</td>
<td>CAT 3</td>
<td>HP</td>
<td>CAT 3</td>
<td>CAT 3</td>
<td></td>
</tr>
</tbody>
</table>

Key
- PoC = Port of Call
- HP = Home Port
- NA = (currently) Not Available for operations

*Design vessel for Piers 13-14 may be downgraded in case the overall berthing length of Piers 11-14 is insufficient for two CAT 3 vessels.

(c) **Cruise Piers Design Vessels**

For design of Cruise Pier Improvement Projects and Modifications related to the Cruise Piers, the following design-vessel specifications shall be used:

- Pier 1 (E and W): Cat 1 (as is)
- Pier 3 (E and W): Cat 3 (as is)
- Pier 4 (E and W): Cat 2 (as is)
- Pan American Pier 1: Cat 1
- Pan American Pier 2: Cat 3
- Piers 11 – 12: Cat 3
- Piers 3 – 14: Cat 3 (the Design vessel for Piers 13-14 may be downgraded in case the overall berthing length of Piers 11-14 is insufficient for two CAT 3 vessels)

When Cruise Piers are to be used for Port of Call operations, the pier or wharf structure shall be designed to handle minimum passenger throughput as per the means of egress requirements included in the International Building Code (“IBC”) and the 2018 Puerto Rico Building Code.
standards.

The Piers 11-12 Project, the Piers 13-14 Project and any other Cruise Pier Improvement Project (excluding, for the avoidance of doubt, the Pan American Piers Wharf Structure Project) or Modification that consists of or includes a new pier/wharf structure will be designed to allow for future provisioning of shore power facilities.

The Pier 1-4 Walkway described or shown on Schedule 1 to this Agreement shall not have a fence or other barrier that separates such walkway from the public road or pathway abutting such walkway.

(d) **Cruise Pier Buildings**

Any new Cruise Pier Building to be constructed for the Home Port operations shall be designed with the minimum following peak-passengers throughput levels:

- **CAT 1** 500 passengers per berth per hour
- **CAT 2** 1,500 passengers per berth per hour
- **CAT 3** 2,000 passengers per berth per hour

Design and Technical Specifications of the new Cruise Pier Building to be constructed at Piers 11-12, Pier 13 and Pier 14 and any other new Cruise Pier Building shall comply with the following guidelines:

- The design should comply with all applicable zoning and land use Legal Requirements, including but not limited to the Municipality of San Juan Territorial Ordainment Plan (Plan de Ordenamiento Territorial), Municipality of San Juan’s Zoning Maps, the Joint Regulation for the Evaluation and Issuance of Permits related to Development, Land Use and Business Operations of the Puerto Rico Planning Board, Regulation 9081 dated May 8, 2019, as these may be amended or superseded.
- The design shall respond to the urban, architectural and cultural condition of the Old San Juan and Puerta De Tierra area.
- The new construction should not obstruct or hinder the view from Cataño (or south of the bay) to the Old San Juan, and vice versa.
- New construction buildings at Old San Juan should be kept within the existing historic buildings height. Particularly considering the U.S. Customs building, adjacent to Pier 1.
- No metal buildings using exterior wall construction material similar to that used on the Cruise Pier Buildings on Pan American Pier 1 and 2 (steel structure is accepted)

The design of any new Cruise Pier Building that is part of any Cruise Pier Improvement Project which includes a terminal building must include the following minimum number of covered path(s) from each terminal building to the Cruise Line Vessel:

- **CAT 1** minimum one movable covered pathway

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• CAT 2  minimum two movable covered pathways  
• CAT 3  minimum two movable covered pathways  

(e) Customer Services and Amenities

The Concession Company shall provide the following services and amenities integrated in the design of relevant Cruise Port Facility functional components:

• WiFi with a minimum download speed of 50 Mbps  
• USB charging stations for cell phones  
• Drink water fountains

(f) Security

• The Concession Company shall comply with the requirements set out by the USCG and the CBP.  
• The Concession Company shall cause the Cruise Port Facility to be serviced by adequate law enforcement, perimeter security and firefighting, including law enforcement officers support as may be required by applicable Law.  
• The Concession Company may coordinate with the Puerto Rico Police Department and other Governmental Authorities and shall to the extent reasonably required engage Contractors for private security and emergency service in order to meet its security requirements.  
• The Concession Company will build its own security surveillance room. The Concession Company will ensure connectivity with the Authority’s control security facilities, located within the PRPA’s main office, at the Authority’s request.

SECTION 10. DESIGN CRITERIA FOR DESIGN AND BUILD

An initial set of design criteria is included in Appendix K to this Schedule 13 for the design and build of the Cruise Pier Improvement Projects and any Modifications (the “Design Criteria”). The purpose of the Design Criteria is to establish standards (including aesthetic objectives) that will ensure the new and existing structures meet the quality level set by the Authority and that new codes and other Legal Requirements require, while allowing the Concession Company to make its own choices in designing and building the Cruise Pier Improvement Projects and Modifications, that those meet these requirements in the most cost-effective way.

The Concession Company will update and expand the Design Criteria as the 30% Design are developed between the Date of this Agreement and Closing, and, following Approval by the Authority, at Closing the Design Criteria in Appendix K to this Schedule 13 will be replaced by the Design Criteria Approved by the Authority that are consistent with the 30% Design.

The Concession Company shall ensure at all times that during the design and construction of the Cruise Pier Improvement Projects or Modifications (i) all Cruise Line Vessels and Other Shipping
Lines will continue to be accommodated at the Cruise Port Facility without interruption in Cruise Port Facility Operations and (ii) the Cruise Pier Improvement Projects and Modifications will limit interference to the maximum extent reasonably practicable with ongoing, normal Cruise Port Facility Operations.

It is the Concession Company’s responsibility to follow, interpret and expand the Design Criteria in order to conform and comply with all Governmental Authorities having jurisdiction, updated codes of construction and other Legal Requirements. The Cruise Pier Improvement Projects and Modifications performed by the Concession Company will be subjected to evaluation by the Authority.

The Design Criteria and the Design and Technical Specifications for the Cruise Pier Improvement Projects and Modifications shall:

- Meet schedule, budget, and quality goals while projecting an image befitting San Juan as cruise leader of the region and a major tourist destination.
- Be compatible with the surrounding architectural style and context of the areas where the Cruise Port Facility is located without being obtrusive or overly ostentatious.
- Incorporate traditional, low maintenance, sustainable materials and use diversity of massing, material, texture, colour and scale to create a sequence of experiences.
- Reflect creative and innovative design and construction techniques, tempered by specific maintenance and life-cycle cost considerations.
- Function in an efficient manner, providing the appropriate levels of differentiation of space and support required for pedestrian and vehicle flows, as well as operational and security functions.
- Promote the efficient and effective implementation of access control and accountability measures for vehicles, personnel, passenger luggage, and vessel stores commensurate with the operational security requirements at each maritime security level.
- Have built-in flexibility to accommodate different types and sizes of cruise vessels, as well as future changes in organizational and departmental work processes.
- Comply with all applicable Legal Requirements.

SECTION 11. TESTING

During construction, the Concession Company shall use the testing services of an independent testing company approved by the Authority to perform tests for concrete and soil density tests. The Concession Company will employ Contractors and pay for these testing services. Failed tests shall be retested at the Concession Company’s expense. All test reports shall be submitted to the Authority and Independent Engineer for review and record retention.

Special inspections, if required by the Legal Requirements, shall be performed by an independent inspection company approved by the Authority for conducting these inspections. The Concession Company will employ Contractors and pay for these inspection services. Re- inspections shall be at the Concession Company’s expense. All inspection reports shall be submitted to the Authority.
and Independent Engineer for review and record retention.

SECTION 12. CONSTRUCTION MANAGEMENT

In those circumstances where this Agreement provides that the Concession Company will act as a construction manager for the Authority, the Concession Company shall, in performing its functions as a construction manager for the Authority, act in accordance with Good Industry Practice in performing the function of construction manager and shall furnish efficient construction, administration, management services and supervision; furnish at all times an adequate supply of workers and materials; and perform its obligations in an expeditious and economical manner consistent with the Authority’s interests and the standards set forth in this Agreement. The relationship of the Concession Company, acting as the construction manager, to the Authority shall be that of an independent contractor. Nothing contained in this Agreement shall be deemed or construed to (a) make the construction manager, the agent, servant, representative or employee of the Authority, or (b) create any partnership, joint venture, or other association between the construction manager and the Authority. Without limiting the generality of the foregoing, the Concession Company, acting as the construction manager, shall perform the following functions as construction manager:

(i) The Concession Company, acting as the construction manager, shall (A) advise the Authority on proposed site use and improvements, selection of materials, and building systems and equipment; and (B) provide recommendations consistent with the project requirements to the Authority on constructability, availability of materials and labor, time requirements for procurement, installation and construction; and factors related to construction cost including but not limited to, costs of alternative designs or materials, preliminary budgets, life cycle data, and possible cost reductions.

(ii) The Concession Company, acting as the construction manager, shall prepare and periodically update a project schedule for the Authority’s acceptance.

(iii) The Concession Company, acting as the construction manager, shall provide recommendations with regard to accelerated or fast track scheduling, procurement, or phased construction.

(iv) The Concession Company, acting as the construction manager, shall prepare preliminary and periodically updated estimates of the cost of the work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Authority’s approval.

(v) The Concession Company, acting as the construction manager, shall develop bidders’ interest in the project.

(vi) The Concession Company, acting as the construction manager, shall prepare bid documents (including Design and Technical Specifications and a form of construction contract Approved by the Authority) obtain from qualified bidders no

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less than three (3) construction price proposals for the Authority’s review and acceptance and, at the request of the Authority, recommend a preferred bidder.

(vii) The Concession Company, acting as the construction manager, shall record the progress of the project. On a monthly basis, or otherwise as agreed to by the Authority, the Concession Company shall submit written progress reports to the Authority, showing percentages of completion and other information required by the Authority.

(viii) The construction price is subject to additions and deductions as provided in the construction contract and the Scheduled Completion Date shall be subject to adjustment as provided in the construction contract.

(ix) The Concession Company’s fee for acting as construction manager shall be Approved by the Authority, and shall be consistent with construction management fees for similar or comparable projects and services, and in no event shall be greater than 12% of the construction price under the construction contract. In no event where Government Contributions are used to pay for the costs of any Cruise Pier Improvement Project or Modification shall the fee for acting as construction manager exceed the amount allowed by applicable Legal Requirements, including the conditions or requirements for the Government Contributions.

(x) The Concession Company, acting as construction manager, shall not amend any terms of any construction contract, including consenting to any changes in the scope of work under any construction contract, or waive any default under any construction contract, in each case without the prior written approval of the Authority.

(xi) If any non-performance by a Contractor under any construction contract constitutes a default under the construction contract, the Concession Company shall, at the request of the Authority, take all actions reasonably necessary to enforce the Authority’s rights under the construction contract; provided, however, that the Concession Company shall not be obligated to exercise and enforce rights and remedies under any construction contract through arbitration or other dispute resolution provided in the construction contract, as applicable; provided, further, that the Concession Company shall provide assistance and support to the Authority as the Authority reasonably requires in order to exercise and enforce its rights and remedies under any construction contract.

SECTION 13. HOLDING FEE

As provided in Section 3.25(e) of this Agreement if the Concession Company elects to exercise the extension rights contained therein it shall, as a condition precedent for such exercise, pay the fee determined in accordance with this Section 13 of Schedule 13 to the Authority ("Holding Fee"). The Holding Fee will be determined separately for each extension option by appraisal of Schedule 13 – Cruise Pier Improvement Projects and Design and Build Standards.
the fair market value of a one-year option to purchase the land lots occupied by Piers 11-12, subject to the following terms and conditions:

1. The amount of the Holding Fee shall be determined by a fair market value appraisal (the ‘‘Holding Fee Appraisal’’) by any of the following appraisers selected by the Parties by mutual agreement: (A) McKloskey & Bonin Valuation Group, P.S.C./Vallejo & Vallejo; (B) Pedro A. Pons, P.S.C.; (C) ODV Appraisal Group P.S.C.; and (D) any other independent third party appraiser. Any appraiser designated or selected in accordance with this subsection 1 must have an MAI designation, be duly licensed in the Commonwealth and meet the requirements of FIRREA.

2. The Holding Fee Appraisal shall be prepared in accordance with the requirements of FIRREA and shall consist of the fair market value of a one-year option to purchase the land lots occupied by Piers 11-12 using a comparison approach coupled with a highest and best use analysis, and discounted to take into account the temporary nature of the extended Term granted to the Concession Company with respect to Piers 11-12 if the Concession Company elects to exercise its extension right pursuant to Section 3.25(e) of this Agreement as opposed to acquiring fee simple title thereto.

3. Not later than ninety (90) days before each date on which the Concession Company may exercise the extension right set forth in Section 3.25(e) of this Agreement, the Parties shall engage the appraiser selected in accordance with subsection 1 of this Section 13 (the ‘‘First Appraiser’’). The Holding Fee Appraisal shall be rendered by the First Appraiser no later than 60 days prior to the date the Concession Company may exercise the extension right set forth in Section 3.25(e) of this Agreement, and shall be final and binding on the Parties, unless either Party objects to such Holding Fee Appraisal by written notice to the other Party within ten (10) days from the date the objecting Party receives such Holding Fee Appraisal, in which case the Parties shall negotiate in good faith to agree a Holding Fee. If an objection is raised and the Parties cannot agree the amount of the Holding Fee within ten (10) days of such objection, the objecting Party may require a second Holding Fee Appraisal, in which case the Parties shall by mutual agreement, within a further five (5) days, appoint another appraiser in accordance with subsection 1 of this Section 13 to conduct a second Holding Fee Appraisal. If the objecting Party does not require a second Holding Fee Appraisal (and the Parties are unable to agree the amount of the Holding Fee through the aforementioned good faith negotiations), the Holding Fee determined by the First Appraiser shall be the final and binding Holding Fee to be paid by the Concession Company to the Authority if the Concession Company elects to exercise its extension right pursuant to Section 3.25(e) of this Agreement. If a second Holding Fee Appraisal is conducted, then once the second Holding Fee Appraisal is rendered (to be not less than ten (10) days prior to the date the Concession Company may exercise the extension right set forth in Section 3.25(e) of this Agreement), the amounts of the first and second Holding Fee Appraisals shall be added together and their total divided by 2; the resulting amount shall be the final and binding Holding Fee to be paid by the Concession Company to the Authority if the Concession Company elects to exercise its extension right pursuant to Section 3.25(e) of this Agreement.

Schedule 13 – Cruise Pier Improvement Projects and Design and Build Standards
4. The cost of the first Holding Fee Appraisal shall be paid by the Concession Company and the cost of the second Holding Fee Appraisal, if applicable, shall be paid by the objecting Party referred to in subsection 3 of this Section 13.
APPENDIX A: AVAILABLE GUIDANCE AND STANDARDS

The following is a list of standards and guidance which constitute a part of the Legal Requirements and with which the Concession Company must comply at a minimum, as applicable. This list is not intended to be all-inclusive. The Concession Company will be responsible for identifying and meeting all applicable Legal Requirements, guidance and standards.

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<thead>
<tr>
<th>#</th>
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<th>Title</th>
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<tbody>
<tr>
<td>1.</td>
<td>Act No. 42-2018</td>
<td>as amended, known as the “Local Construction Contractors and Suppliers Preference Act”</td>
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<td>2.</td>
<td>Act 70 of September 18, 1999</td>
<td>as amended (titled “Act for the Reduction of Solid Wastes in Puerto Rico”)</td>
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<tr>
<td>3.</td>
<td>Act No. 109 of July 12, 1985</td>
<td>as amended, known as the “Construction Materials Manufactured in Puerto Rico Act”</td>
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<td>4.</td>
<td>Act 161-2009</td>
<td>as amended, known as the Act for the Reform of the Permits Process</td>
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<td>5.</td>
<td>Act No 173 of August 12, 1988</td>
<td>as amended, known as the “Board of Examiners of Engineers, Architects, Surveyors and Landscape Architects Act of Puerto Rico”</td>
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<tr>
<td>7.</td>
<td>Act 267 of September 11, 1998</td>
<td>To create the Center for the Coordination of Excavation and Demolitions</td>
</tr>
<tr>
<td>9.</td>
<td>Planning Board Regulation No. 13</td>
<td>Special Flood Hazard Areas Regulation, 2010</td>
</tr>
<tr>
<td>10</td>
<td>Regulation 9081or Regulation 7951 (whichever is in effect)</td>
<td>Puerto Rico Planning Board’s (“PRPB”) Joint Regulation for the Evaluation and Issuance of Permits Related to Development, Land Use and Business Operations or Joint Regulation for Permits for Construction Works and Land Use, dated November 29, 2010, as may be in effect. (All applicable provisions of this regulation should be met, including but not limited to the tree cutting, pruning and reforestation requirements and requirements for development of or in historical buildings and zones, among others.)</td>
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<td>11</td>
<td>Regulation 5300</td>
<td>EQB’s (now DNER) Regulation for the Control of Atmospheric Pollution, as amended</td>
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<td>#</td>
<td>Number</td>
<td>Title</td>
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<td>12</td>
<td>Regulation 5717</td>
<td>EQB’s (now DNER) Non-Hazardous Solid Waste Management Regulation, as amended</td>
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<tr>
<td>13</td>
<td>Regulation 6765</td>
<td>DNER Regulation Governing the Conservation and Management of Wildlife, Exotic Species and Hunting, as amended</td>
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<td>14</td>
<td>Regulation 6825</td>
<td>DNER’s and Puerto Rico Solid Waste Authority’s (“SWA”) Regulation for the Reduction, Reuse and Recycling of Solid Wastes in Puerto Rico, as amended</td>
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<tr>
<td>15</td>
<td>Regulation 7245</td>
<td>Puerto Rico Public Service Commission’s (“PSC”) Regulation for the Creation and Functioning of the Center for Coordination of Excavations and Demolitions, as amended</td>
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<tr>
<td>16</td>
<td>Regulation Number 7364</td>
<td>Puerto Rico Fire Department’s Puerto Rico Code for Human Safety and Protection against Fires, as amended</td>
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<tr>
<td>17</td>
<td>Regulation Number 8732</td>
<td>EQB’s (now DNER) Puerto Rico Water Quality Standards Regulation, as amended</td>
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<tr>
<td>18</td>
<td>Regulation 8695</td>
<td>OGPe’s , Planning Regulation No. 34, “Reglamento de Lioficiación y Urbanización” dated February 26, 2016, if in effect.</td>
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<td>19</td>
<td>Regulation 9035</td>
<td>EQB’s (now DNER) Underground Storage Tank Control Regulation, as amended</td>
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<td>20</td>
<td></td>
<td>Plan de Ordenación Territorial del Municipio de San Juan”, March 13, 2003</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>Puerto Rico Building Code 2018</td>
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<tr>
<td>22</td>
<td></td>
<td>Rules and Regulations for the Design Standards Puerto Rico Aqueducts and Sewer Authority (PRASA), 1984</td>
</tr>
<tr>
<td>23</td>
<td></td>
<td>Codes of the Puerto Rico Electric and Power Authority (PREPA)</td>
</tr>
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</table>

**Additional Reference Documents**


27 LEED - Leadership in Energy and Environmental Design

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<table>
<thead>
<tr>
<th>#</th>
<th>Number</th>
<th>Title</th>
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<tbody>
<tr>
<td>28</td>
<td>29 CFR Part 1917 OSHA Labor on Marine Terminals</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>46 CFR 44.01-13, Heavy weather plan and USCG Sector San Juan Heavy Weather Plan</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>19 CFR Chapter I, Custom and Border Patrol</td>
<td></td>
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<tr>
<td>31</td>
<td>14 CFR Part 77.9 FAA- Notice of Proposed Construction or Alteration</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>29 CFR Part 1926, Construction Safety and Health Regulations</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>29 CFR 1926.62, Lead Exposure in Construction</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>33 CFR Part 6 Protection of Security of Vessels, Harbors and Waterfront Facilities</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>33 CFR Part 101 is a regulation that generally establishes the rules for all maritime operations. (USCG Area Maritime Security Committee, Ships, Facilities, etc.)</td>
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</tr>
<tr>
<td>40</td>
<td>33 CFR Part 105 [Maritime Security: Facilities] establishes the standards, specifically concerning safety at maritime facilities. It establishes that it is necessary to designate areas and procedures for the inspection of: people (facility staff, passengers, crew and visitors), the different types of luggage, vehicles, delivery trucks for supplies (stores), cargo, etc.</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>33 CFR Part 126, Handling of Dangerous Cargo at Waterfront Facilities</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Clean Water Act, Section 401, as amended, 33 U.S.C. §1342 National Pollutant Discharge Elimination System</td>
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<tr>
<td>46</td>
<td>33 CFR §165.758 Security Zone; San Juan, Puerto Rico</td>
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<tr>
<td>47</td>
<td>36 CFR Part 800, NHPA of 1966, Section 106, as amended</td>
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<tr>
<td>48</td>
<td>40 CFR Part 61 Subpart M, National Emission Standards for Hazardous Air Pollutants for Asbestos</td>
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<tr>
<td>50</td>
<td>40 CFR Part 280, Technical Standards and Corrective Action Requirements for Owners and</td>
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<tr>
<td>51</td>
<td>40 CFR 763 Asbestos</td>
<td>Operators of Underground Storage Tanks (USTs)</td>
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<tr>
<td>53</td>
<td>41 USC secs. 8301-8305, Buy American Act, as applied according to the Federal Acquisition Regulations in their version applicable at the date the PPPA is signed.</td>
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<tr>
<td>54</td>
<td>42 USC Section 112, Clean Air Act National on Emission Standards for Hazardous Air Pollutants (NESHAP)</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>49 US.C Section 44718 Structures interfering with air commerce or national security</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>50 CFR Part 402, ESA, Section 7, as amended, 16 U.S.C. §1536</td>
<td></td>
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<tr>
<td>57</td>
<td>50 CFR Part 600, Magnuson-Stevens Act, Section 305, as amended, 16 U.S.C. §1855</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Americans with Disabilities Act of 1990</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Comprehensive Environmental Response and Compensation and Liability Act (42 US.C. ‘9601 et seq.)</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Council of Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 et seq.)</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. Sec 136, et seq.)</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Occupational Safety and Health Act of 1970 (29 U.S.C § 651 et seq.)</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>OSHA’s lead-in-construction rule, (29 CFR 1926.62)</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>National Fire Protection Administration Code for Passenger Terminal</td>
<td></td>
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<tr>
<td>67</td>
<td>National Electrical Code (NFPA 70)</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Resource Conservation and Recovery Act of 1976 (42 US.C. § 6901 et seq.)</td>
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<tr>
<td>69</td>
<td>Safe Drinking Water Act (42 U.S.C §300f)</td>
<td></td>
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<tr>
<td>72</td>
<td>US. DOT statutory requirements on environmental matters at 49 U.S.C § 5324(b)</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>U.S. EPA regulations, Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 US.0</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>Worker’s Compensation Act</td>
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<tr>
<td>75</td>
<td></td>
<td>Asbestos Hazard Emergence Response Act, 15 US.C. §82641</td>
</tr>
</tbody>
</table>

Note: Several of the guidance and standard documents contained on this list are applicable to the operation and maintenance (O&M) phase of the project and are included in Schedule 12 to this Agreement.
APPENDIX B: SCHEDULED COMPLETION DATES AND MILESTONES OF INITIAL INVESTMENT PROJECTS AND EXPANSION INVESTMENT PROJECTS

The Concession Company shall maintain a project schedule for each Cruise Pier Improvement Project in the critical path method (CPM), including monthly progress reports and schedule updates. The schedule shall identify project milestones incorporated into the base line schedule.

The Concession Company will be required to conduct weekly progress meetings with the Authority addressing progress to date, critical path activities and problems that require immediate action.

Since the Cruise Pier Improvement Projects are located on an active marine terminal, the Concession Company shall coordinate construction with existing operations to minimize disruptions or down time to adjacent passenger and cargo operations. The Concession Company shall identify on the construction schedule each factor which constitutes a potential interruption to operations.

The completion dates and milestones set forth in Section 7 of this Schedule 13 shall be incorporated into the base line schedule.

The dates for the Milestone Inspections for the Initial Investment Projects will be agreed by the Concession Company and the Authority in connection with the approval by the Authority prior to closing of the Construction Contract for such Cruise Pier Improvement Projects. With respect to the Expansion Investment Projects, the dates for the Milestone Inspection shall be agreed with the Concession Company and Authority no later than one hundred and eighty (180) days (as may be adjusted pursuant to Section 3.25 (g) of this Agreement) following the occurrence of the Expansion Investment Projects Trigger Event (except that if the Piers 11-12 Wharf Project is implemented using Government Contributions then the Milestone Inspections will be agreed during the process of negotiating the construction contract for the Piers 11-12 Wharf Project). With respect to the Phase Two Projects, Additional Cruise Port Facilities and any Modifications, the dates for Milestone Inspections will be agreed by the Concession Company and the Authority in connection with the development of the applicable 30% Design and Technical Specifications.
APPENDIX C: EXPANSION INVESTMENT PROJECTS TRIGGER EVENT, PHASE TWO TRIGGER EVENT AND MAXIMUM CRUISE PORT CAPACITY

For purposes of this Agreement, the following terms have the following meanings:

“Expansion Investment Projects Trigger Event” means (i) the date during the period starting from the Closing Date when the cumulative Passenger Movements, as defined in Schedule 15, for the prior twelve (12) month period is equal to or greater than 1,800,000 and (ii) the date during the period starting from the Closing Date when the cumulative Passenger Movements, as defined in Schedule 15, for the prior twelve (12) month period is equal to or greater than 2,000,000. For the purposes of this definition, Passenger Movements regarding passengers embarking and disembarking at the Cruise Port Facility for any trip which begins and ends at the Cruise Port Facility (that is, a “round-trip”) shall be counted only once (for the disembarkation Passenger Movement only). The Concession Company shall on the first anniversary of the Closing Date and on each month thereafter (each, a “Expansion Investment Projects Trigger Event Date”) determine the number of Passenger Movements for the preceding twelve (12) months period at the Cruise Port Facility (each such calculation being a “Expansion Investment Projects Demand Threshold Calculation”). If on one Expansion Investment Projects Demand Threshold Calculation the Passenger Movements are (i) equal or greater than 1,800,000 or equal to or greater than 2,000,000 then, in each case, the Expansion Investment Projects Trigger Event shall have occurred. The Expansion Investment Projects Demand Threshold Calculation shall be based upon the Passenger Manifest for Cruise Line Vessels and Other Shipping Lines berthing at the Cruise Port Facility during the applicable twelve-month period before each Expansion Investment Projects Demand Threshold Calculation. As provided in Schedule 15 of this Agreement, the Concession Company shall provide the Authority each Passenger Manifest for each Cruise Line Vessel and Other Shipping Line immediately upon the arrival of each Cruise Line Vessel and Other Shipping Line at the Cruise Port Facility. The Concession Company shall provide the Authority with such additional information as the Authority reasonably requests and, at the request of the Authority, shall meet with the Authority to discuss each Expansion Investment Projects Demand Threshold Calculation. The Expansion Investment Projects Trigger Event shall with respect to the Expansion Investment Projects be applied in conjunction of the provisions of Section 3.25 of this Agreement. For the avoidance of doubt, the Expansion Investment Projects Trigger Event consists of cumulative Passenger Movements equal to or greater than 1,800,000 or equal to or greater than 2,000,000 and, accordingly, reaching either of those numbers will constitute the occurrence of the Expansion Investment Projects Trigger Event.

“Phase Two Trigger Event” means the earlier of (i) the twelfth anniversary of the Closing Date or (ii) the occurrence of two (2) consecutive Phase Two Demand Threshold Calculations where the number of Cruise Calls over six (6) months cumulatively is equal to or greater than 725. For the purposes of this definition, a “Cruise Call” is each use within one calendar day of the Cruise Port Facility by each Cruise Line Vessel or Other Shipping Line, and, for the avoidance of doubt, for any trip which begins and ends at the Cruise Port Facility (that is, a “round-trip”) the use of the Cruise Port Facility at the start and the end of the round trip shall each count separately as a Cruise Call. The Concession Company shall on May 1st which follows the second anniversary of the
Closing Date and on each May 1st thereafter (each, a “Phase Two Calculation Date”) determine the number of Cruise Calls for the preceding six (6) months period (beginning of November until end of April) (each such calculation being a “Phase Two Demand Threshold Calculation”). If on two consecutive Phase Two Calculation Dates the Phase Two Demand Threshold Calculation is equal or greater than 725 Cruise Calls then the Phase Two Trigger Event described in clause (ii) above shall have occurred. The Phase Two Demand Threshold Calculation shall be based upon the Passenger Manifest for Cruise Line Vessels and other Shipping Lines berthing at the Cruise Port Facility during the applicable six-month period before each Phase Two Calculation Date. As provided in Schedule 15 of this Agreement, the Concession Company shall provide the Authority each Passenger Manifest for each Cruise Line Vessel and Other Shipping Line immediately upon the arrival of each Cruise Line Vessel and Other Shipping Line at the Cruise Port Facility. The Concession Company shall provide the Authority with such additional information as the Authority reasonably requests and, at the request of the Authority, shall meet with the Authority to discuss each Phase Two Demand Threshold Calculation. The Phase Two Trigger Event shall with respect to the Phase Two Projects be applied in conjunction of the provisions of Section 3.24 of this Agreement.

“Maximum Cruise Port Capacity” means

(a) before the Completion of the Expansion Investment Projects, the occurrence of the 2,000,000 Passenger Movements Expansion Investment Projects Trigger Event, and
(b) after the Completion of the Expansion Investment Projects and before the Completion of the Phase Two Projects, the occurrence of the demand trigger part of the Phase Two Trigger Event set forth in clause (ii) of the definition of Phase Two Trigger Event, and
(c) after Completion of the Phase Two Projects, the Concession Company shall on the May 1st immediately following the Completion of the Phase Two Projects and on May 1st of each year thereafter (each, a “Calculation Date”) determine the number of Cruise Calls for the preceding six (6) months period (beginning of November until end of April) by Cruise Line Vessels or Other Shipping Lines at the Cruise Port Facility (each such calculation being a “Demand Threshold Calculation”). The occurrence of two (2) consecutive Calculation Dates for which the Demand Threshold Calculations show Cruise Calls by Cruise Line Vessels or Other Shipping Lines using the Cruise Port Facility which are equal to or greater than 820 during the six-month period from November through April preceding each such Demand Threshold Calculation shall constitute the Maximum Cruise Port Capacity for this clause (c).
APPENDIX D: RETURN CONDITION WORKS PROGRAM

No later than the first anniversary of the Closing Date, the Concession Company shall prepare and deliver to the Authority a plan in reasonable detail to be implemented upon the expiration of the Term (as part of the Return Condition Works Program) or the earlier termination of this Agreement. The Concession Company plan shall include all major transition activities to be performed and the anticipated schedule for each such activities, the key transition team leaders and contact information, plan for the transfer of contracts or cancellation thereof and related records (which contracts shall be assumed or cancelled by the Authority in its absolute discretion without cost or penalty to the Authority and the contracts shall provide so), plan for transition of ongoing capital projects and maintenance activities, plan for public outreach and coordination with government entities with respect to the operation and management of the Cruise Port Facility, plan for completing inventory of assets to be handed back, and all other activities typically included in a handback plan pursuant to best practices. Such plan shall be updated by the Concession Company every three (3) years during the Term so that it contains current information as of each such date, and each such updated plan shall be promptly provided to the Authority. The initial plan and each updated plan shall be Approved by the Authority.
APPENDIX E: GENERAL LIST OF AUTHORIZATIONS AND RELATED GOVERNMENTAL AUTHORITY REQUIREMENTS

The following is a list of Authorizations and related Governmental Authority requirements with which the Concession Company must comply at a minimum, as applicable, each of which is a part of the Legal Requirements. This list is not intended to be all-inclusive. Except as otherwise specifically provided in Schedule 17, the Concession Company will be responsible for identifying, securing and complying with all applicable Authorizations and meeting all related Governmental Authority requirements.

<table>
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<th>PRE-CONSTRUCTION / ZONING</th>
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<tr>
<td>Pre-Consulta de Edificabilidad / Buildable Pre-Consultation</td>
</tr>
<tr>
<td>Consulta de Construction / Construction Consultation</td>
</tr>
<tr>
<td>Environmental Document – Environmental Assessment (EA) for Environmental Recommendation and Determination (REA and DEA) – Compliance with Article 4 (B)3 of the Puerto Rico Public Environmental Policy Act (Law #413)</td>
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<tr>
<td>SRI – Infrastructure (PREPA, PRASA, PRTB, DNER, PRHTA/DTOP) Recommendations</td>
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<tr>
<td>SRS – Fire Department &amp; Department of Health Recommendations</td>
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<tr>
<td>SRM- Environmental Recommendations</td>
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<tr>
<td>SRA- Archaeological and Historical Resources Recommendations</td>
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<tr>
<td>Habitat Certification</td>
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<tr>
<td>USACE Nationwide or Section 404 Single Permit (and related agency consultations)</td>
</tr>
<tr>
<td>PRPB Federal Coastal Zone Consistency Certification (through JPA)</td>
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<tr>
<td>Water Quality Certificate (through JPA)</td>
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<tr>
<td>Strategic Project status, or Municipality Endorsement</td>
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<td>Construction Permits</td>
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<tr>
<td>Demolition Permit</td>
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<td>Single Incidental Operational Permit (Permiso Unico Incidental Operacional (PUI)) or Consolidated General Permit, Incidental Activity Permit, and Authorization to Cut, Prune, Transplant and Plant Trees, depending on regulation in effect</td>
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<tr>
<td>Compliance with EPA 2017 CGP-NPDES Program</td>
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<tr>
<td>DTOP / Municipality Road Construction Permit</td>
</tr>
<tr>
<td>Management of Traffic Plan / Access Control Office Endorsement</td>
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<td>Recycling Plan for Construction</td>
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<td>• Asbestos and Lead Mitigation Plan</td>
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<tr>
<td>Underground Injection Permit for Septic Tanks (UIC)</td>
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<tr>
<td>Underground Storage Tank (UST) Construction Permit</td>
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<td><strong>OPERATIONS</strong></td>
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<td>Single Permit (or Occupancy Permit, Fire Department Certification and Health Department Sanitary License, depending on the regulation in effect)</td>
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<tr>
<td>Emergency Generator General Permit</td>
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<td>UIC Operation Permit</td>
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<tr>
<td>UST Operation Permit</td>
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<tr>
<td>Spill Prevention Control and Countermeasure Plan</td>
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<tr>
<td>Compliance with EPA 2015 MSGP-NPDES Program</td>
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<td>Emergency and Contingency Plans</td>
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<td>USCG Endorsements/ Permits</td>
</tr>
</tbody>
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APPENDIX F: GUIDELINES FOR INTEGRATING CRUISE PORT FACILITY WITH SAN JUAN

1. GENERAL

The Port Master Plan and the development and execution of a construction plan shall respond to the opportunities and challenges of the Cruise Port Facilities location at Old San Juan as a historical and tourism landmark as well as the commercial activity and residential growth characteristic of the “Puerta de Tierra” and the Puerto Rico Convention Center District areas.

The Port Master Plan and construction plan should address:

1.1 Issues related to the pedestrian and vehicular circulation, vessels embarking and disembarking, vehicular traffic and security constraints involving the tourist charter vehicles, taxis, shuttle buses and public or private transportation during construction and operation of the Cruise Port Facilities.

1.2 Enhancement of the relation of the waterfront, piers and terminals to the direct urban context and other Authority’s properties.

1.3 Implementation of adequate signage and mapping (wayfinding) for visitors in the disembarking areas which effectively inform visitors of, and promotes the relation of the terminals with local touristic, cultural and commercial offerings of the businesses in Old San Juan and all other areas surrounding the Cruise Terminals, including Condado, Puerta de Tierra, Cataño, the Convention Center District and Miramar.

1.4 Management of traffic and circulation of vehicles, shuttles, taxis, etc., and improvement to connectivity with the public transportation system and potential integration of a multimodal system. Identify staging areas for these purposes.

1.5 Incorporation of other activities (commercial, recreational, cultural, etc.), amenities related to the visitors/passenger experience and services.

1.6 Additional benefits to the development, growth, maintenance and sustainability of San Juan Bay cruise terminals and piers.

1.7 Plan for the collaboration and integration of local businesses (culinary, cultural, retail, etc.) for services and touristic offerings at the Cruise Port Facility for the cruise lines, shipping agents and passengers. This plan shall be developed by the Concession Company after the Date of this Agreement for the Approval of the Authority before the Closing Date. After Closing, this plan shall be updated from time to time taking into account the feedback from the Steering Committee and stakeholder working groups to be established as provided in Schedule 15.

Schedule 13 – Cruise Pier Improvement Projects and Design and Build Standards

Page 45 of 64
2. **GUIDELINES FOR THE DEVELOPMENT OF PIERS 11–14 UPLANDS**

Project design and architecture shall be consistent with the Bahia Urbana architectural guidelines provided to the Concession Company and which were originally contained in the Data Room for the procurement of the Concession Company, in order to ensure cohesive aesthetics and integration of key elements of the wider master plan for the area.

2.1 The Concession Company shall follow the “Guidelines for the Development of Piers 11-14 Uplands” – June 20, 2019, included as Attachment 1 to this Appendix F to the extent compatible with the 30% Design for the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Cruise Pier Building (but not the portion of the Piers 11-12 Project identified in this Schedule 13 as Piers 11-12 – Wharf or Piers 11-12 – Uplands) as Approved by the Authority prior to the Date of this Agreement.

3. **PROPOSAL**

3.1 The Concession Company shall follow the holistic approach illustrated in the ‘*Port Master Plan*’ and ‘*Presentation of the new Homeport Terminal At Piers 11-12*’, included as Attachment 2 to this Appendix F.
ATTACHMENTS 1 – 2 TO APPENDIX F

(Attachment 1 – Guidelines for the Development of Piers 11-14 Uplands contains 17 pages &
Attachment 2 - Port Master Plan and Presentation of the new Homeport Terminal at Piers 11-12
contains 44 pages)
Attachment 1 to Appendix F

Guidelines for the Development of Piers 11 – 14 Uplands

December 2020
GUIDELINES FOR THE DEVELOPMENT OF PIERS 11 – 14 UPLANDS

The Concession Company has developed a high-level Port Master Plan, as further described in this Schedule 13, including Attachment 2 to this Appendix F. This high level Port Master Plan generally meets the minimum required parameters as included below and will be used as a basis for the development of the CPIMP for the Initial Investment Projects prior to Closing and for the Expansion Investment Projects and the Phase Two Projects prior to implementation. The Port Master Plan/CPIMP, including each update of it, shall ensure that it: (1) strengthens the connection of the waterfront, piers and terminals with the urban context (Old San Juan, Puerta de Tierra, and Convention Center District / other Authority’s properties “Surrounding Communities”), (2) promotes the incorporation of other activities, services and amenities in the Surrounding Communities (commercial, recreational, cultural, etc.) for the passengers/visitors to have a comprehensive “Puerto Rico Experience”; (3) provides for additional benefits in the development, growth, maintenance and sustainability of San Juan Bay cruise terminals and piers and, (4) facilitates easy and safe access of passengers/visitors to the surrounding communities with pedestrian and vehicle circulation connecting the new piers and terminals to the East towards the Bahía Urbana development and to the West towards Old San Juan.

The Puerto Rico Convention Center District Authority (PRCCDA) has provided the Authority with the Bahía Urbana urban design guidelines (See attachment Bahía Urbana Urban Design Guidelines – June 17, 2019). These shall be considered in the development of the required Port Master Plan. The goal is to promote a coordinated design and development of these projects and future initiatives in a way that they integrate aesthetically with the context and visitors and residents can maximize their interaction, use and enjoyment of the facilities.

1. MINIMUM REQUIRED PARAMETERS

1.1. Fernández Juncos Avenue shall be enhanced for pedestrian circulation providing for a continuous linear path “Paseo” between Old San Juan, Puerta de Tierra and Bahía Urbana. Proponent must follow the typical street section provided in Bahía Urbana Urban Design Guidelines, for the Fernández Juncos Avenue.

1.2. Create public spaces adjacent to the waterfront. These public spaces shall be located at the west side of pier 11, aligned with San Andrés street extension and at the east side of pier 14, aligned with Martin Fernández street extension.

1.3. Any proposed street network shall follow the existing Puerta de Tierra street network. Refer to the Typical Street Sections described in the Bahía Urbana Urban Design Guidelines, for each street type design, dimensions and character.

1.4. To the extent possible, provide pedestrian-public access to all site areas. Even if the site security perimeter does not allow access to visitors, it shall allow the visibility of the cruise terminal building, facilities and surrounding areas.

1.5. If any building is to be developed facing the Fernández Juncos Avenue, it shall respond to the urban context (scale, height, etc.) and incorporate the use of arcades at the street level to provide for a covered pedestrian pathway. Refer to Bahía Urbana Urban Design Guidelines.

1.6. Building use must be compatible with the existing zoning. Commercial activity shall be located facing a public street and access.

1.7. Design shall consider the potential impacts of sea level rise and extreme weather events.

END OF DOCUMENT
BAHIA URBANA
URBAN DESIGN GUIDELINES
JUNE 17, 2019
LEGEND

A New Building
B Gallery | 10'-0"
C Sidewalk | 10'-0"
D Planting Area (Bioswale) | 5'-0"
E Two-Way Bike Lane | 10'-0"
F Buffer | 3'-0"
G Parallel Parking | 9'-10"
H Double Lane One-Way Street | 20'-0"
I Planting Area (Bioswale) | 16'-0"
J Existing Sidewalk
K Existing Planting Area
L Existing Buildings

Fernández Juncos Ave. | Section A
BAHIA URBANA | URBAN DESIGN GUIDELINES
LEGEND

A New Buildings
B Gallery | 10'-0"
C Sidewalk | 5'-0"
D Planting Area (Bioswale) | 5'-0"
E Buffer | 3'-0"
F Parallel Parking | 9'-10"
G Two-Way Street | 25'-0"
H Planting Area (Bioswale) | 5'-0"
I Sidewalk | 10'-0"
LEGEND

A  New Buildings
B  Gallery | 10'-0"
C  Sidewalk | 10'-0"
D  Planting Area (Bioswale) | 5'-0"
E  Buffer | 3'-0"
F  Parallel Parking | 9'-10"
G  One-Way Street | 12'-0"
H  One Way Bike Lane | 5'-0"
I  Linear Park | 35'-0"

Market / Park Street | Section C
BAHIA URBANA | URBAN DESIGN GUIDELINES

SJCT - Basis of Design
LEGEND

A  New Buildings
B  Gallery | 10'-0"
C  Sidewalk | 5'-0"
D  Planting Area (Bioswale) | 5'-0"
E  Parallel Parking | 9'-10"
F  One-Way Street | 12'-0"

North / South Connection Typical Street | Section D
LEGEND

A  Boardwalk | 15'-0"
B  Planting Areas & Level Transitions | 30'-0"
C  Boardwalk | 20'-0"
D  Plaza | 50'-0"
E  New Building

Waterfront Boardwalk + Plaza | Section E
LEGEND
A Boardwalk | 15'-0"
B Planting Areas & Level Transitions | 30'-0"
C Boardwalk | 20'-0"
D New Building

Waterfront Boardwalk | Section F
BAHIA URBANA | URBAN DESIGN GUIDELINES
San Juan Cruise Project

- Port Master Plan
- Presentation of the new Homeport Terminal At Piers 11-12
- Compliance with Appendix F Schedule 13

09 December 2020