



HURRICANE ADDENDUM TO BOAT HANDLING, DOCKAGE AND STORAGE AGREEMENT

Terms and Conditions

CRP LMC PROP CO, L.L.C. and the undersigned Owner agree as follows:

1. CRP LMC PROP CO L.L.C and its sister limited liability companies (e.g., CRP LMC OPCO, LLC and CRP LMC RB, LLC) and all related, affiliated companies and corporations to Lauderdale Marine Center shall be considered intended third party beneficiaries of the Owner's obligations, representations and warranties contained in the Boat Handling, Dockage & Storage Agreement ("Dockage Agreement") and this Hurricane Addendum and shall hereinafter be collectively referred to as Lauderdale Marine Center ("LMC").
2. If the terms and conditions of the Boat Handling, Dockage & Storage Agreement conflict with the terms of this Addendum, this Addendum's terms and conditions shall control over the Dockage Agreement's conflicting terms.
3. Owner acknowledges that bridge scheduling, river traffic, weather, and mechanical failures may result in delay or cancellation of the contemplated hurricane reservation and agrees that LMC cannot be held responsible for such events.
4. Owner agrees that LMC shall not be held liable for any damages, whether based on contract or tort or some other legal theory, sustained by Owner or the Owner's vessel which are related, directly or indirectly, in any way to the named storm that occasioned the use of the hurricane reservation. To give legal effect to Owner's intention not to seek any damages from LMC, Owner covenants under Florida law not to sue LMC.
5. Owner agrees and acknowledges that it is the vessel Owner's responsibility to secure the vessel, remove valuable items or items which may be blown by the wind, to secure windows, hatches, outriggers and other property and accessories according to applicable regulations and hurricane guidelines, including but not limited to, insurance requirements imposed by Owner's underwriters and those measures that a prudent, reasonable and safety conscious property owner would undertake.
6. Owner acknowledges that if wet berth hurricane space has been reserved, Florida Statute § 327.59 prohibits a marina from adopting, maintaining or enforcing policies requiring vessels to be removed from marinas following the issuance of a hurricane watch or warning. Therefore, delay or cancellation of the contemplated hurricane reservation for wet berth space could occur.
7. Owner has not relied on any oral or written representations from LMC indicating owner's vessel will be safe and/or damage free while at the facility from storm related effects.