

EXPRESS AMENDMENT TO CONTRACT OF AFFREIGHTMENT

This *Express Amendment to Contract of Affreightment* is entered into between: a) _____, (hereinafter the "CARRIER"), b) _____, (hereinafter the "SHIPPER"), and Lilly del Caribe, Inc., (hereinafter the "CONSIGNEE");

WHEREAS, on _____, the SHIPPER and the CARRIER entered into a Contract of Affreightment for the transportation of certain goods consigned to the order of the CONSIGNEE, said goods to be carried from the Port of _____, _____, to the Port of _____, Puerto Rico

NOW THEREFORE, the CARRIER, SHIPPER, and CONSIGNEE, all being represented herein by officers or representatives that have provided evidence showing that they are all duly authorized to modify the terms and conditions of the Contract of Affreightment, and each Bill of Lading under said Contract of Affreightment, specifically agree as follows:

1. That, notwithstanding any provision to the contrary in the Contract of Affreightment, and/or in any charter party, and/or in any published tariff, and/or each Bill of Lading under said Contract of Affreightment, and/or in any applicable law or statute, the CARRIER expressly agrees that the CONSIGNEE **will not** be jointly and/or severally liable for the freight due under the Contract of Affreightment
2. That the CARRIER expressly **waives** and **renounces** any and all rights and benefits it may have in law or equity, and/or under any statute, and/or under any applicable charter party, and/or under any published tariff, and/or under the Contract of Affreightment, and/or each Bill of Lading under said Contract of Affreightment, to claim against the CONSIGNEE any freight due under the Contract of Affreightment, and/or each Bill of Lading under said Contract of Affreightment. This express waiver includes releasing the CONSIGNEE from any and all known or unknown claims and resulting damages and losses, and the consequences thereof, that could be sustained by the CARRIER, which may result from any action or omission by the SHIPPER to pay the freight due under the Contract of Affreightment, and/or each Bill of Lading under said Contract of Affreightment.
3. That the CARRIER expressly **waives** and **renounces** its right to exercise a possessory lien over the CONSIGNEE's cargo with respect to any freight due under the Contract of Affreightment, and/or each Bill of Lading under said Contract of Affreightment. Accordingly, the CARRIER **can not**, and **will not**, condition the release of CONSIGNEE's cargo to the payment of any freight due under the Contract of Affreightment, and/or each Bill of Lading under said Contract of Affreightment
4. That the CARRIER recognizes that this *Express Amendment to Contract of Affreightment* expressly modifies and nullifies any and all provisions to the contrary in the Contract of

Affreightment, and/or each Bill of Lading under said Contract of Affreightment and/or in any applicable charter party and/or any applicable published tariff.

5. That each of the parties warrants and represents that it is not subject to any statute, law, regulation or contractual or legal obligation or restriction which may make unlawful its execution of this *Express Amendment to Contract of Affreightment*.
6. That the CARRIER declares and assures that it has not previously conveyed, transferred or assigned, or attempted to convey, transfer or assign, any of the rights and benefits it has expressly waived through this *Express Amendment to Contract of Affreightment*.
7. That this *Express Amendment to Contract of Affreightment* shall be binding upon, and inure to the benefit of, the parties' respective predecessors, parents, subsidiaries, affiliates, successors and/or assigns.
8. That this *Express Amendment to Contract of Affreightment* may be executed in one or more copies, each of which shall be an original as against the parties who signed it, but all of which shall constitute one and the same *Express Amendment to Contract of Affreightment*.
9. That the terms and conditions contained in this *Express Amendment to Contract of Affreightment*, together with any related attachments, constitute the entire *Express Amendment to Contract of Affreightment* between the parties, and is the true and final expression of the intent of the parties, relating to the subject matter hereof, and expressly supersedes all previous communications, representations, agreements and understandings, either oral or written, between the parties with respect to the subject matter thereof. This *Express Amendment to Contract of Affreightment* includes all the terms and conditions that have been negotiated by the parties and, consequently, this *Express Amendment to Contract of Affreightment* is an integrated agreement containing the entire agreement between the parties with respect to the subject matter thereof. No agreement or understanding varying this *Express Amendment to Contract of Affreightment* shall be binding upon either party unless in writing, wherein this *Express Amendment to Contract of Affreightment* is specifically referred to, and is signed by duly authorized officers or representatives of the respective parties.
10. That each party hereby warrants that it has received all of the necessary approvals to enter into this *Express Amendment to Contract of Affreightment*, and that the person

executing this *Express Amendment to Contract of Affreightment* has been duly authorized to do so on its behalf. That the parties hereby agree and acknowledge that this *Express Amendment to Contract of Affreightment*, the obligations imposed on the parties by it, and any dispute arising as a result thereof, will be governed, construed and interpreted according to U.S. Admiralty Law.

- 11. That if any provision of this *Express Amendment to Contract of Affreightment* is found by any Court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this *Express Amendemnt to Contract of Affreightment*, which shall remain in full force and effect.

IN WITNESS THEREOF, the parties execute this agreement in _____, this _____ day of _____, 2009.

[SHIPPER]

[CARRIER]

By: _____

By: _____

[print full name]

[print full name]

[insert title and capacity in which he/she is entitled to execute agreement]

[insert title and capacity in which he/she is entitled to execute agreement]

LILLY DEL CARIBE, INC.

AS CONSIGNEE

By: _____

[print full name]

[insert title and capacity in which he/she is entitled to execute agreement]

Definitions:

Carrier - An individual or company, as a railroad or steamship line, engaged in transporting passengers or goods for profit.

Shipper – The individual or Supplier entity sending the material to the customer.

Consignee - A party (usually a buyer entity like Lilly) named by the seller in transportation documents as the party to whose order a consignment will be delivered at the port of destination. The consignee is considered to be the owner of the consignment for the purpose of filing the customs declaration, and for paying duties and taxes. Formal ownership of the consignment, however, transfers to the consignee only upon payment of the seller's invoice in full.