

## LEASE

This LEASE entered into this 5<sup>th</sup> day of November, 2008, by and between **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "Landlord", whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, and **RIVIERA BEACH MARITIME ACADEMY CORP.**, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Tenant" whose principal office is located at 1550 Avenue "C" East, Riviera Beach, FL 33404.

### WITNESSETH:

**WHEREAS**, the City is the owner of certain real property located approximately a quarter mile west of US Highway One, between 13<sup>th</sup> Street, 11<sup>th</sup> Street, and east of Park Drive, which includes property immediately to the south of and located on the formerly known as Riviera Beach Elementary School parcel. The property, hereinafter referred to as "Premises" is more particularly described as:

Property ID No. : 56434233060300010

Legal Description attached hereto in **Exhibit "1"** and incorporated herein.

**WHEREAS**, the Tenant desires to lease a portion of such Premises, as more fully depicted in **Exhibit "2"** attached hereto and incorporated herein, for the purpose of locating and maintaining portable units for the operation of a Charter School as provided for by Florida Statute and approved by the School District of Palm Beach County, Florida. Said Charter School shall be a maritime academy organized and designed to educate high school students in grades 9 through 12 whose principal operation will be to provide an educational curriculum that incorporates both high academic standards and hands-on performance skills that are based on maritime industry standards; and

**WHEREAS**, the City and Tenant entered into that certain Lease dated April 5, 2006 which set forth conditions and covenants for Tenant to perform including but not limited to Tenant clearing the necessary portions of the Property, and demolishing the vacant structures located on the Property at Tenant's sole expense; and

**WHEREAS**, Tenant has performed and kept all conditions and covenants of the aforementioned Lease dated April 5, 2006; and

**WHEREAS**, Tenant desires to continue leasing the premises for the purposes of operating a Charter School.

**NOW, THEREFORE**, in consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord does hereby lease the Premises to the Tenant.

To Have and to Hold the same under the following terms and conditions:

1. RENT

Rent shall be the sum of Five Hundred and 00/100 Dollars (\$500.00) per month for the term of this Lease. The rent is payable on the 1<sup>st</sup> day of the month. For the first month, rent shall be paid upon execution of the agreement. All rent payments shall be due and payable at Landlord's address, attention Finance Department, in advance without demand together with other monthly payments as set forth herein, together with applicable Florida sales tax unless an exemption certificate is provided. Mailing the rent does not constitute payment. It must be received at the designated address to be considered paid. In the event Landlord has not received such rent and other payments due under the terms of this Lease, Landlord may terminate this lease. In the event, Landlord opts, at its sole discretion, to continue under the terms of this Agreement, in addition to any other remedy provided for herein, Tenant shall also pay a late fee equal to 5% of the payment that is past due. If Tenant's check is returned unpaid by the bank, Tenant shall pay Landlord an additional charge of \$35.00 to cover the expense of process and thereafter, Landlord shall have the right to require all payments to be made in the form of cash, cashier's check, or money order.

(b) All taxes (unless exempt under Tenant's 501(c)(3) status), charges, costs, assessments, insurance and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and late charges that may accrue thereon in the event of the failure of Tenant to pay those items and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent and in the event of non-payment, Landlord shall have all rights and remedies as herein provided for failure to pay rent.

2. LEASE TERM

The Term of this Lease shall commence at midnight of the day previous to the first day of the lease term which shall be on the 6<sup>th</sup> day of November, 2008, and ending at midnight on the last day of the lease term, which shall be on the 5<sup>th</sup> day of November, 2009.

3. USE

(a) Tenant, its successors and assigns, shall use the Premises exclusively for locating and maintaining portable units for the purpose of operating a Charter School as provided for by Florida Statute and approved by the School District of Palm Beach County, Florida. Said Charter School shall be a maritime academy organized and designed to educate high school students in grades 9 through 12 whose principal purpose will be to provide an educational curriculum that incorporates both high academic standards as well as hands-on performance skills that are based on maritime industry standards. (Hereinafter referred to as "Program".)

(b) The Premises may not be used for illegal, immoral or improper purposes.

(c) Tenant's failure to comply with any of the requirements set forth in this Section shall be deemed a material breach of this Lease and grounds for termination of same.

4. TENANT'S OPERATIONS

Tenant shall employ or retain a suitable and sufficient staff to operate Tenant's Program. All persons employed by Tenant shall be employees of Tenant, and in no event shall the Landlord be deemed to be an employer of any persons working for Tenant. The Tenant agrees that each person employed or associated with the Tenant shall be required to maintain a neat, clean appearance and conduct himself/herself in a professional manner; and, in that regard, the Tenant will cooperate with the Landlord (including giving due consideration to any complaints registered with the Landlord with respect to such person or persons) to assure that such required appearance and conduct is maintained at all times.

5. SITE PLAN

Tenant's site plan depicting the location of the portable units, landscaping and parking plan is more fully depicted and attached hereto in Exhibit "3" and incorporated herein. Tenant shall be responsible for locating, stabilizing and maintaining portable units owned and or leased by Tenant. Post occupancy, Tenant shall be responsible for removing the portable units, cleaning and vacating premises.

6. IMPROVEMENTS

(a) In the event that Tenant desires to make any improvements, prior to making such improvements, Tenant shall submit to Landlord in writing a detailed description of the proposed improvements. Any such proposed improvements shall be subject to final approval by Landlord. Tenant agrees all improvements made by Tenant shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of the Landlord.

(b) Tenant shall have the right to repair, replace or reconfigure, at Tenant's sole expense, the fence surrounding the Property.

7. INSURANCE

(a) Prior to execution of this Lease, Tenant shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the Tenant has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Landlord. Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under this Lease. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Tenant shall specifically include the Landlord as an "Additional Insured."

(b) The Tenant shall maintain, during the life of this Lease, commercial general

liability, including contractual liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Tenant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Lease, whether such operations be by the Tenant or by anyone directly employed by or contracting with the Tenant.

(c) The Tenant shall, if Tenant owns or leases any automobiles, maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$100,000/\$300,000 combined single limit for bodily injury and property damages liability to protect the Tenant from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Tenant or by anyone directly or indirectly employed or retained by the Tenant.

(d) The Tenant shall maintain, during the life of this Lease, Protection and Indemnity Coverage, with a limit of not less than \$200,000.00 per person, per occurrence.

(e) The Tenant shall maintain, during the life of this Lease, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

8. PUBLIC UTILITIES

Tenant shall have installed and pay for all utilities, used or consumed in or upon the Premises, which shall include, but not be limited to, gas, electric, water, sewer, telephones, and garbage and trash pickup unless otherwise stipulated herein and shall cause all accounts to be placed in Tenant's name no later than at the time the Tenant takes possession of the Premises.

9. TAXES AND ASSESSMENTS

(a) Tenant shall pay, as additional rent, during the term of the Lease all other assessments levied on the Premises, if any. Tenant shall be exempt from paying any real estate taxes so long as Tenant maintains its 501(c)(3) status and is excepted by the property appraiser.

(b) In the event that any governmental authority having jurisdiction shall levy any assessment against the Premises, of which the Leased Premises is a part, for public betterment or improvement, Tenant shall also pay to Landlord as additional rent, Tenant's proportionate share of said assessments which proportionate share shall be calculated by multiplying the total assessment by the percentage for which the Tenant's Premises is a portion of the whole premises assessed. Landlord shall take the benefit of the provisions of any statute or ordinance permitting any such assessment for public betterment or improvement to be paid over a period of time. The obligation of Tenant to pay any assessment for improvements shall only be for installments during the period of the tenancy.

10. REPAIRS: MAINTENANCE OF PREMISES

Tenant shall keep the Premises, which includes, but is not limited to, the grounds, the portable units and any and all electrical, fire alarms and smoke detectors, plumbing, heating, air-conditioning vents and filters, and other mechanical installations therein, all doors and all plate glass doors and windows, in good order and clean and attractive appearance, making all repairs, alterations, replacements and modifications at its own expense.

The Tenant must landscape the area in accordance with the landscaping code, and Tenant shall be responsible for all future maintenance and upkeep of such landscaping during this Lease.

11. ALTERATIONS

Except as required by this Lease, Tenant shall not make any alterations, improvements or additions to the Premises during the term of the Lease or any extension thereof without first obtaining the written consent of Landlord. Tenant shall not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Premises without first obtaining written consent of Landlord. All such alterations, improvements and additions made by Tenant shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of the Landlord (except personal property, including but not limited to Tenant's portable units or any fixtures purchased with public funds), unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same, in which event Tenant shall remove such alterations, improvements and additions and restore the Premises to the same good order and condition in which they were at the commencement of the Lease. Should Tenant fail to do so, Landlord may do so, collecting the cost and expense thereof from Tenant as additional rent.

12. COVENANTS OF TENANT

Tenant covenants that it shall:

- (a) Comply with the terms of any State or Federal Statute or local ordinance or regulation applicable to Tenant or its use of the Premises, and save the Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so; and
- (b) Comply with the terms and conditions set forth herein relating to the use, operation and maintenance of the Premises; and
- (c) Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Premises; and
- (d) Conduct its business on the Premises in a dignified and professional manner and keep the Premises in first-class condition in accordance with high standards of operation; and
- (e) Comply with all rules and regulations of the Landlord in effect at the time of

the execution of the Lease as same may be amended or promulgated from time to time by Landlord, which Landlord shall deem necessary in connection with the Premises, of which the Premises are a part, including the installation of such fire extinguishers and other safety equipment as the Landlord may require; and comply with the recommendations of the Landlord's insurance carriers and their rate-making bodies; and

(f) Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises, reversion or other estate of Landlord in the Premises in general or other improvements thereof, and all supplies, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant, and therefore, Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Premises or any part thereof by reasons of work, labor services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within ten (10) days after the date of filing. If Tenant shall fail to discharge such lien within said period, then in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge by giving security or in such manner as is, or may be, prescribed by law; and

(g) Repay Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the terms and conditions of this Agreement, including Landlord's costs, expenses and reasonable attorney's fees and such fees for appeals incurred by Landlord in connection therewith; and

(h) Tenant covenants that it shall not do any of the following without the prior consent in writing of Landlord:

(1) Use or operate any machinery or emit any noises or noxious odors from the Premises that is harmful to the Premises or unreasonably disturbing to other tenants near the Premises.

(2) Do or suffer to be done, anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as additional rent any increases of premiums on insurance carried by Landlord on Landlord's Premises, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant.

Nothing herein contained shall prevent Tenant from utilizing the premises for the Uses described in Paragraph 3 herein.

(3) Commit or suffer to be committed by any person, any waste upon the Premises or any nuisance or other act which may disturb the quiet enjoyment of any occupant of Landlord's Premises.

(4) Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind in the judgment of Landlord. Tenant shall immediately, on discovery or notice of any unlawful or ultra-hazardous use, take action to halt such activity.

13. RIGHTS OF LANDLORD

Landlord reserves in addition to any rights reserved herein, the following rights with respect to the Premises:

(a) At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises, and at its option to make repairs, alterations, and additions thereto. If Tenant shall not be personally present, to open and permit an entry by Landlord into the Premises, and if an entry therein shall be necessary in the case of an emergency, it being understood that hurricanes or severe storm warnings shall constitute such an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agent liable therefore and without in any manner affecting the obligations and covenants of this Lease. Tenant hereby grants Landlord the necessary licenses to carry out the terms of this provision.

(b) The exercise of any right reserved to Landlord in this provision or otherwise, shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person, provided Tenant's use shall not be unreasonably impaired.

14. INDEMNIFICATION

(a) Tenant shall indemnify Landlord and its agents and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees, in connection with loss of life, personal injury, or damage to property occurring in or arising out of the Premises, adjacent sidewalks, or any other areas, occasioned wholly or in part by any act or cause whatsoever, any occurrence, negligence, misconduct or omission of Tenant, its agents, subtenants, licenses, contractors, employees, students, parents or other invitees.

In case Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, subtenants, licenses, contractors, or employees, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Nothing contained in this Provision shall be construed or interpreted as consent by the Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

(b) Tenant shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Lease or any renewal thereof.

15. TRADE FIXTURES

All trade fixtures including, but not limited to, the portable units installed by Tenant on the Premises shall remain the property of Tenant (except any fixtures purchased with public funds) and shall be removed at the expiration or earlier termination of the Lease or any renewal or extension thereof, and in the event of such removal, Tenant shall have repaired the damage caused by such removal, and promptly restored the Premises to its original order and condition within thirty (30) days of removal. Any such trade fixture not removed at or prior to such termination shall become the property of the Landlord unless said trade fixtures are purchased with public funds, in such case those fixtures shall become property of the School Board of Palm Beach County. If the Tenant fails to timely remove all fixtures, the Landlord may do so and send an invoice to the Tenant which must be paid within thirty (30) days of the date of the receipt.

16. ASSIGNING, MORTGAGING, SUBLETTING

(a) Tenant shall not directly or indirectly assign, create a security interest in, pledge, mortgage, or encumber any legal or equitable interest in the Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part hereof by a license or concessionaire or any person without first obtaining the written consent of Landlord, which the parties agree may be withheld for any reason whatsoever in Landlord's sole and absolute discretion. In the event that such assignment, subletting, licensing, or granting of a concession is consented to, Tenant shall nevertheless remain liable for the performance of all the provisions of the Lease.

(b) Any approved assignment or sub-lease of the Premises, shall forever terminate all rights of Tenant to possession of the Premises, notwithstanding any provision in any such assignment or sublease to the contrary, and notwithstanding Landlord's consent to such assignment or sublease. Thereafter, Landlord may exercise against any subtenant or assignee all rights and remedies herein provided upon default, without notice to Tenant, and Tenant shall have no right to re-enter the Premises upon default of the assignee or sublessee, but Tenant shall remain liable, jointly and severally, with any assignee or subtenant for the performance of all of the covenants and conditions of the Lease, including, but not limited to, the payment to Landlord of all payments due or to become due to Landlord hereunder.

17. PERFORMANCE OF TENANT'S COVENANTS

Tenant shall perform all of the covenants and conditions on its part to be performed, and it will immediately, upon receipt of written notice, where notice of non-performance is required by the Lease, comply with the requirements of such notice, and further, if Tenant shall violate any covenant or condition herein, whether or not notice is required, Landlord



may, at its option, do or cause to be done any or all of the things required by the Lease. In so doing, Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises, and in such event shall have no liability to Tenant for any loss or damages resulting in any way from such action. Tenant hereby grants Landlord all necessary licenses required to carry out the terms of this provision. Notwithstanding Section 15 above, Tenant shall pay to Landlord, within ten (10) days of demand, any monies paid or expenses incurred by Landlord in taking such actions, including attorney's fees and such sums shall be collectible from Tenant as additional rent hereunder.

18. SURRENDER AND HOLDING OVER

Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Premises and in good repair as required in the Lease. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to immediately file for a writ of possession with the Court with no prior notice being given to Tenant.

19. EVENTS OF DEFAULT

The occurrence of any of the following shall, in addition to any other events of default or breach as provided throughout the Lease, constitute an event of default hereunder:

(a) The filing of a petition by or against Tenant for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of Tenant or Tenant's Premise; or an assignment by Tenant for the benefit of creditors; or the taking possession of the Premise of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or if a temporary or permanent receiver or trustee shall be appointed for Tenant or for Tenant's Premise and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment; or any other execution, levy, attachment or other process of law upon Tenant's interest in the leasehold estate or any part thereof; or if any judgment entered against Tenant has not been satisfied or bonded within thirty (30) days of the date of the judgment.

(b) Failure of Tenant to pay when due without notice any installment of rent hereunder, or any other sum herein required to be paid by Tenant if such payment remains unpaid for more than fifteen (15) days after written notice of such failure to pay from Landlord.

(c) Vacation or abandonment of the Premises or permitting the same to be empty and unoccupied, or the failure to open and actively conduct its business for a period of thirty (30) consecutive calendar days, unless required by the curriculum calendar as set forth by either the School District of Palm Beach County or the state regulatory agency governing charter schools, without written consent of Landlord.

(d) Tenant's failure to perform or observe any other provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to

permit immediate compliance in the sole opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to commence such cure with all reasonable dispatch within five (5) days after written notice from Landlord, and to complete or comply with the provision within a reasonable period as established by Landlord.

(e) Notwithstanding any provision in this Lease to the contrary, any Tenant default or breach hereunder is subject to notice and cure provisions set forth herein and other matters which are not within Tenant's control.

20. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

(a) Upon the occurrence of any event or events of default or other breach of this Lease by Tenant, and after notice to Tenant and expiration of cure period, Landlord shall have the option to pursue any one or more of the following remedies: (i) Landlord shall have the right, at its election, to cancel and terminate this Lease and dispossess Tenant; and (ii) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under this Lease (and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action).

(b) The various rights and remedies, powers, options and elections of Landlord reserved, expressed, or contained in the Lease are distinct, separate and cumulative, and not one of them shall be deemed to be exclusive of the other rights, remedies, powers or options provided herein or are now or may hereafter be conferred upon Landlord by statute or by law or equity.

(c) No receipt of money by Landlord from Tenant after notice and expiration of cure period for default or cancellation of this Lease shall: (i) reinstate, continue, or extend the term or affect any notice given to Tenant, (ii) operate as a waiver of the right of Landlord to enforce the payment of rent and additional rent then due or to become due, or (iii) operate as a waiver of the right of Landlord to recover possession of the Premises by suit, action, proceeding, or other remedy. After: (i) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (ii) the commencement of any suit, action, proceeding, or other remedy, or (iii) final order or judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Premises or at the election of Landlord, on account of the liability of Tenant hereunder.

(d) Any sums which may be expended by Landlord in accordance with the terms of this Lease that are paid on behalf of Tenant or due to Tenant's default hereunder shall bear interest at the highest rate allowed under Florida law and Tenant shall be liable for such sums plus such interest as additional rent hereunder.

21. AUTHORITY

(a) All persons executing the Lease on behalf of a corporate tenant (or other entity) personally represent and warrant that they have been authorized to execute the Lease by such tenant. Evidence of such authority shall be provided upon request.

(b) Tenant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Landlord upon request.

(c) Tenant shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Lease from any federal, state, regional, county, or city agency.

22. LIABILITY OF LANDLORD

(a) Tenant shall look solely to Landlord's interest in the Premises and shall look only to Landlord's personal property used in connection with the Premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution, or enforcement procedure for the satisfaction of such judgment or decree.

(b) The provisions herein permitting Landlord to enter and inspect the Premises are made to ensure that Tenant is in compliance with the terms and conditions hereof and to make repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry on the Premises for inspection purposes. Landlord's right to inspect the Premises shall be on reasonable notice to the Tenant except in emergency circumstances.

23. LEGAL EXPENSES

Should suit be brought for the recovery of possession of the Premises, or for rent or any other sum due Landlord under the Lease, or because of the breach of any of Tenant's covenants under the Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including such fees and costs on appeal.

24. EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises including, but not limited to any deed or plat restrictions.

25. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease.

26. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided herein and otherwise fully performs and complies with the terms, conditions and provisions of this Lease.

27. ENTIRETY OF CONTRACTUAL AGREEMENT

The Lease and all Amendments and Exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions, or understandings either oral or written between them other than herein set forth. Except as otherwise provided, no subsequent alteration, change or addition to the Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties. Except at Landlord's option, no part of this Lease may be recorded in any public records of any municipality or county records.

28. VENUE

This Lease and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Lease will be held in Palm Beach County.

29. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

30. TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Lease, nor shall such headings affect the meaning or interpretation of this Lease.

31. SUCCESSORS AND ASSIGNS

All rights, obligations and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of such parties hereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as hereinabove set forth. Nothing contained in the Lease shall in any manner restrict Landlord's right to assign or encumber the Lease and, in the event Landlord sells its interest in the Premise and the purchaser assumed Landlord's obligations and covenants, Landlord shall thereupon be relieved of all obligations hereunder.

32. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the Landlord shall be mailed to:

City of Riviera Beach  
Attn: City Manager  
600 West Blue Heron Blvd  
Riviera Beach, FL 33404

With a copy to:  
Pamala H. Ryan  
City Attorney  
600 West Blue Heron Blvd  
Riviera Beach, FL 33404

and if sent to the Tenant shall be mailed to:

Riviera Beach Maritime Academy, Corp.  
Attn: Gerard D. Straub, Sr., Chairman  
c/o Viking Yacht Service Center  
1550 Avenue "C" East  
Riviera Beach, FL 33404

With a copy to:  
Law Office of Isaacs Williams, P.A.  
Attn: Ethel Isaacs Williams, Esq.  
2655 North Ocean Drive, Suite 502  
Riviera Beach, FL 33404

33. PREPARATION

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

34. MATERIALITY

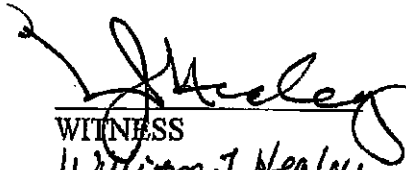
All provisions of the Agreement shall be deemed material, in the event Tenant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Landlord may at its option and without notice terminate this Agreement.

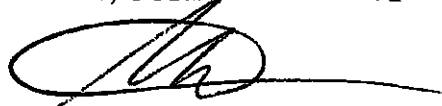
[SIGNATURES TO FOLLOW]


**LEASE WITH THE CITY OF RIVIERA BEACH**

IN WITNESS WHEREOF, the Parties unto this Lease have set their hands and seals on the day and date first written above.

**FOR THE RIVIERA BEACH MARITIME ACADEMY, CORP., AS TENANT**

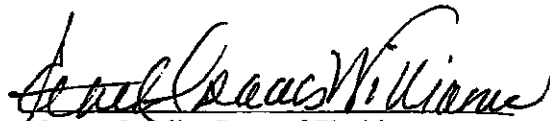
  
WITNESS  
William J. Healey  
PRINT WITNESS NAME

By:   
GERARD D. STRAUB, SR.  
CHAIRMAN

  
WITNESS  
Christina Duizand  
PRINT WITNESS NAME

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October 2008, by Gerard D. Straub, Sr., as Chairman of the Riviera Beach Maritime Academy Corp., who is personally known to me or who produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida

FOR THE CITY OF RIVIERA BEACH, AS LANDLORD:

Jacqueline Burgess  
WITNESS  
Jacqueline Burgess  
PRINT WITNESS NAME

Claudene L. Anthony  
WITNESS  
CLAUDENE L. ANTHONY  
PRINT WITNESS NAME

BY: Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

ATTEST:  
BY: C. E. Ward  
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: Pamala H. Ryan  
PAMALA H. RYAN  
CITY ATTORNEY

DATE: 10/28/08



