

**SECOND AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

This Second Amendment to Ground Lease – Retail (“Second Amendment”) is made and entered into as of January ____, 2014, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “City”), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”).

WITNESSETH:

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the “Lease”) for certain premises known as the Ocean Mall (the “Premises”) with OMRD, LLC, a Delaware limited liability company, as Tenant (“OMRD”); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 (“DDA”) setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014; and

WHEREAS, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises will be surrendered to the City, except in the instance that failure to complete Phase I is based upon “Unavoidable Delay” as defined in Section 35(o) of the Lease; and

WHEREAS, the City wishes to alter the Leased Premises to exclude a certain portion of land previously included, commonly referred to as the North Ocean Boulevard Strip, the new legal description for the Leased Premises is attached hereto as Exhibit “A” (“New Legal Description”);

WHEREAS, the parties hereby agree to enter into this Second Amendment to: (a) extend the Phase I Completion Date from May 31, 2014 to March 28, 2015, and to provide the Tenant with up to an additional 12 monthly extensions beyond March 28, 2015 to effectuate the Phase I completion; (b) to amend Section 25(d) and Section 36 of the Lease (which was added in the First Amendment) to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease; (c) to provide the Leasehold Mortgagee with eighteen (18) months after the Leasehold Mortgagee or its designee becomes the "Tenant" to complete construction of the Phase I Development; and (d) to revise the legal description of the Leased Premises to exclude the North Ocean Boulevard Strip and to encompass only the property set out in the New Legal Description attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Tenant agree as follows:

Section 1. That section 25(d) of Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby amended as follows:

(d) **New Lease.** In the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy law or other law affecting creditors' rights, if requested by any Leasehold Mortgagee in writing within thirty (30) days of such rejection or disaffirmance, ~~Landlord shall~~ or if this Lease terminates for any reason (except with Leasehold Mortgagee's consent), Landlord shall promptly give Leasehold Mortgagee written notice stating that the Lease has terminated, and describing in reasonable detail any uncured Event(s) of Default (a "Landlord's Lease Termination Notice"). By giving notice to Landlord on or before thirty (30) days after Leasehold Mortgagee receives Landlord's Lease Termination Notice, Leasehold Mortgagee may require Landlord to promptly enter into a new lease of the Leased Premises with the Leasehold Mortgagee or its designee, as new tenant. Such new lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. Such written request by any Leasehold Mortgagee shall be accompanied by a copy of such proposed new lease, duly executed, and acknowledged by the proposed new assignee tenant, and the Leasehold Mortgagee shall have cured (or caused to be cured) all defaults under this Lease which are susceptible to being cured by the Leasehold Mortgagee and paid to Landlord all reasonable costs and expenses including and reasonable attorney's fees incurred by Landlord in connection with the Events of Default upon which the termination was premised, termination of the Lease with Tenant, recovery of the Premises, and the preparation, execution and delivery of the replacement new lease, as applicable. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Lease Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Landlord, Tenant and the Leasehold Mortgagee. The new lease shall be on the same terms and conditions as this Lease and shall have the same priority as this Lease. Landlord's obligation to enter into the new lease shall be conditioned upon the following: (i) the Leasehold Mortgagee shall have cured all monetary defaults and commenced, and diligently prosecuted, the

cure of all reasonably curable non-monetary defaults; and (ii) the Leasehold Mortgagee shall reimburse Landlord for all reasonable costs and expenses incurred in reviewing the new lease.

Section 2. That the following new section 25(j) to Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby added to the Lease immediately after existing section 25(i):

(j) Requirement to Complete Phase I Development. If the Leasehold Mortgagee or its designee becomes the "Tenant" under this Lease or under a new lease (as contemplated by Section 25(d) above), then the Phase I Completion Date (defined below) shall be extended to the date that is eighteen (18) months after the effective date that the Leasehold Mortgagee or its designee actually becomes the "Tenant" under the new lease.

Section 3. That Article 36 of the Lease (which was added in the First Amendment), entitled "FINAL EXTENSION AND PAYMENT" is hereby amended as follows:

36. FINAL EXTENSION AND PAYMENT

By payment of \$150,000.00 to the City simultaneously with the execution and delivery of this Second Amendment to Ground Lease, to the City \$250,000 on or before May 31, 2013, Tenant will be granted an additional extension to complete the Phase I Development as defined by the DDA ("Phase I") for a period of one year to March 28, 2015 ("Initial Phase I Completion Date"). Further, the Tenant shall be granted additional monthly extensions to complete Phase I by payment of \$41,666.66 for each month after March 28, 2015, that Tenant does not complete Phase I, not to exceed twelve (12) months (the "Phase I Completion Date Extensions"). The extension fee payments required for each of the Phase I Completion Date Extensions, if utilized by the Tenant, shall be paid to the City (as Additional Rent) beginning April 1, 2015, and shall be paid on the 1st of every month thereafter, as needed. (The Initial Phase I Completion Date and any applicable Phase I Completion Date Extensions shall be collectively referred to as the "Phase I Completion Date"). Tenant shall complete Phase I on or before May 31, 2014 the Phase I Completion Date. In the event the \$250,000.00 is not paid timely, the Lease shall be immediately extinguished and the property shall be surrendered to the City. In the event Phase I is not completed (certificate of occupancy issued), as evidenced by a certificate of occupancy issued on Phase I, by May 31, 2014 the Phase I Completion Date, the Lease shall automatically terminate and the property shall be surrendered to the City the City shall promptly give the Leasehold Mortgagee notice of such termination, in accordance with Section 25(d). Leasehold Mortgagee shall have the right to enter into a new lease with the City in accordance with Section 25(d).

Tenant shall be granted a further an extension to complete Phase I beyond May 31, 2014 the Phase I Completion Date, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond May 31, 2014 the Phase I Completion Date, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue

completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

Section 4. The City and Tenant confirm and acknowledge that the Phase I work remaining to be performed is the construction of an approximately 6,900 square foot building for retail space, as may be modified by written agreement by Tenant and the City. Completion will be evidenced by Certificate of Completion for the building and specifically will not include any tenant improvement work. The City and Tenant further confirm and acknowledge completion by Tenant of all items on the List of Deficiencies attached to the First Amendment, with the exception of Item 14 of the Building Issues and Item 8 of the Landscaping and Irrigation Issues which are to be completed in connection with Phase I.

Section 5. Section 1 and Exhibit "A" of the Lease shall be revised as follows:

Section 1 of the Lease shall be deemed modified to reduce the square footage of the Leased Premises from approximately 370,228 square feet to approximately 357,121 square feet, to exclude the North Ocean Boulevard Strip.

Exhibit "A" to the Lease shall be removed and replaced with the New Legal Description which shall bear the title Exhibit "A."

Section 6. In all other respects, the remainder of the Lease and the First Amendment shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease, the First Amendment and this Second Amendment, this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SECOND AMENDMENT TO GROUND LEASE – RETAIL
OCEAN MALL**

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

LANDLORD

TENANT

CITY OF RIVIERA BEACH

GSF FLORIDA RETAIL LLC, a
Delaware limited liability company

BY: _____
Thomas A. Masters
Mayor

BY: _____
Name: _____
Title: _____

ATTEST:
BY: _____
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Pamala H. Ryan, B.C.S.
City Attorney

DATE: _____

WITNESSES FOR LANDLORD

WITNESSES FOR TENANT

Print Name: _____

Print Name: _____

Print Name: _____

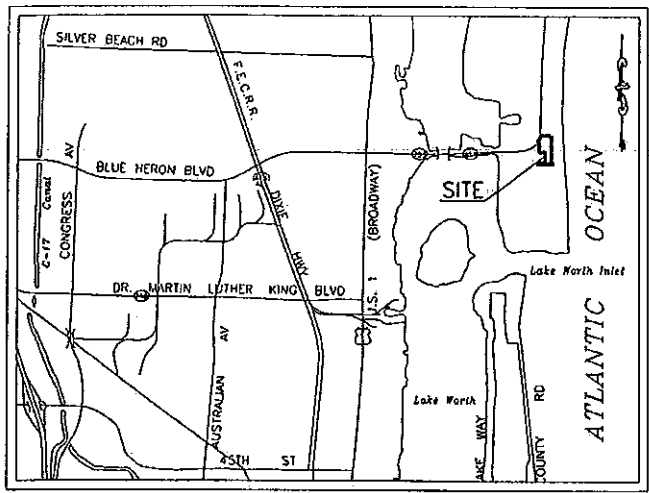
Print Name: _____

EXHIBIT A

Legal Description of the Leased Premises

[attached]

Z:\2013\135578 City of Riviera Beach CRA Marine District South Improvements\Survey\SKETCH\13-5578-V-SD-EXHIBIT A.dwg



LOCATION MAP
NOT TO SCALE

**SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A SURVEY)
PALM BEACH COUNTY, FLORIDA**

DESCRIPTION:

PARCEL "B" AND PORTIONS OF PARCELS "C" AND "D" OF THE PLAT OF RIVIERA BEACH OCEAN TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TOGETHER WITH PORTIONS OF OCEAN AVENUE, NORTH OCEAN BOULEVARD AND BEACH AVENUE, ALSO BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL "A", AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE ALONG THE WEST LINE OF SAID PARCEL "A" AND ALONG THE EAST RIGHT OF WAY LINE OF SAID OCEAN AVENUE, AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT, SOUTH 00°46'50" WEST, A DISTANCE OF 923.71 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 90°00'00" EAST, A DISTANCE OF 50.46 FEET; THENCE CONTINUE ALONG SAID WEST LINE OF PARCEL "A", SOUTH 00°00'00" WEST, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PLAT OF RIVIERA BEACH OCEAN TRACT AND IT'S WESTERLY EXTENSION, NORTH 90°00'00" WEST, A DISTANCE OF 509.93 FEET TO A POINT ON THE EAST LINE OF LOT 415, PALM BEACH SHORES, AS SHOWN ON PLAT BOOK 23, PAGES 29 THROUGH 32, OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE OF LOT 415 AND ALONG THE WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD, NORTH 02°36'30" EAST, A DISTANCE OF 50.05 FEET; THENCE LEAVING SAID EAST LOT LINE AND WEST RIGHT OF WAY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 241.83 FEET; THENCE NORTH 00°46'50" EAST, A DISTANCE OF 365.03 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 230.17 FEET; THENCE ALONG THE AFORESAID WEST RIGHT OF WAY LINE OF NORTH OCEAN BOULEVARD AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, NORTH 02°36'30" EAST, A DISTANCE OF 375.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING OF NORTH 66°54'51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 139°02'41", AND AN ARC DISTANCE OF 72.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A), AS SHOWN ON SAID PLAT OF PALM BEACH SHORES, SAID POINT ALSO BEING THE POINT OF CUSP OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 623.69 FEET AND A CHORD BEARING OF NORTH 33°14'28" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 20°38'41", AND AN ARC DISTANCE OF 224.73 FEET TO THE NON-TANGENT INTERSECTION THEREOF WITH THE NORTH RIGHT OF WAY LINE OF OCEAN AVENUE AS SHOWN ON SAID PLAT OF RIVIERA BEACH OCEAN TRACT; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 703 (A1A) AND RUNNING ALONG SAID NORTH RIGHT OF WAY LINE OF OCEAN AVENUE, SOUTH 89°58'36" EAST, A DISTANCE OF 365.26 FEET TO THE POINT OF BEGINNING.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLAT OF RIVIERA BEACH OCEAN TRACT AS RECORDED IN PLAT BOOK 30, PAGES 98 AND 99, PALM BEACH COUNTY RECORDS, WITH THE SOUTH LINE HAVING A BEARING OF NORTH 00°00'00" WEST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.
 SIGNED: *David E. Rohal* DATED: 11-22-13
 DAVID E. ROHAL
 PROFESSIONAL SURVEYOR AND MAPPER NO. LS 4315
 STATE OF FLORIDA

GA
 Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
 Phone: 561.684.6161 Fax: 561.684.6360
 Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION
OCEAN MALL
 PALM BEACH COUNTY, FLORIDA

SCALE 1" = 200'	PROJECT No 13-5578	SHEET 1
DATE 11/22/13	CAD FILE SEE LIST	OF 2

Exhibit A

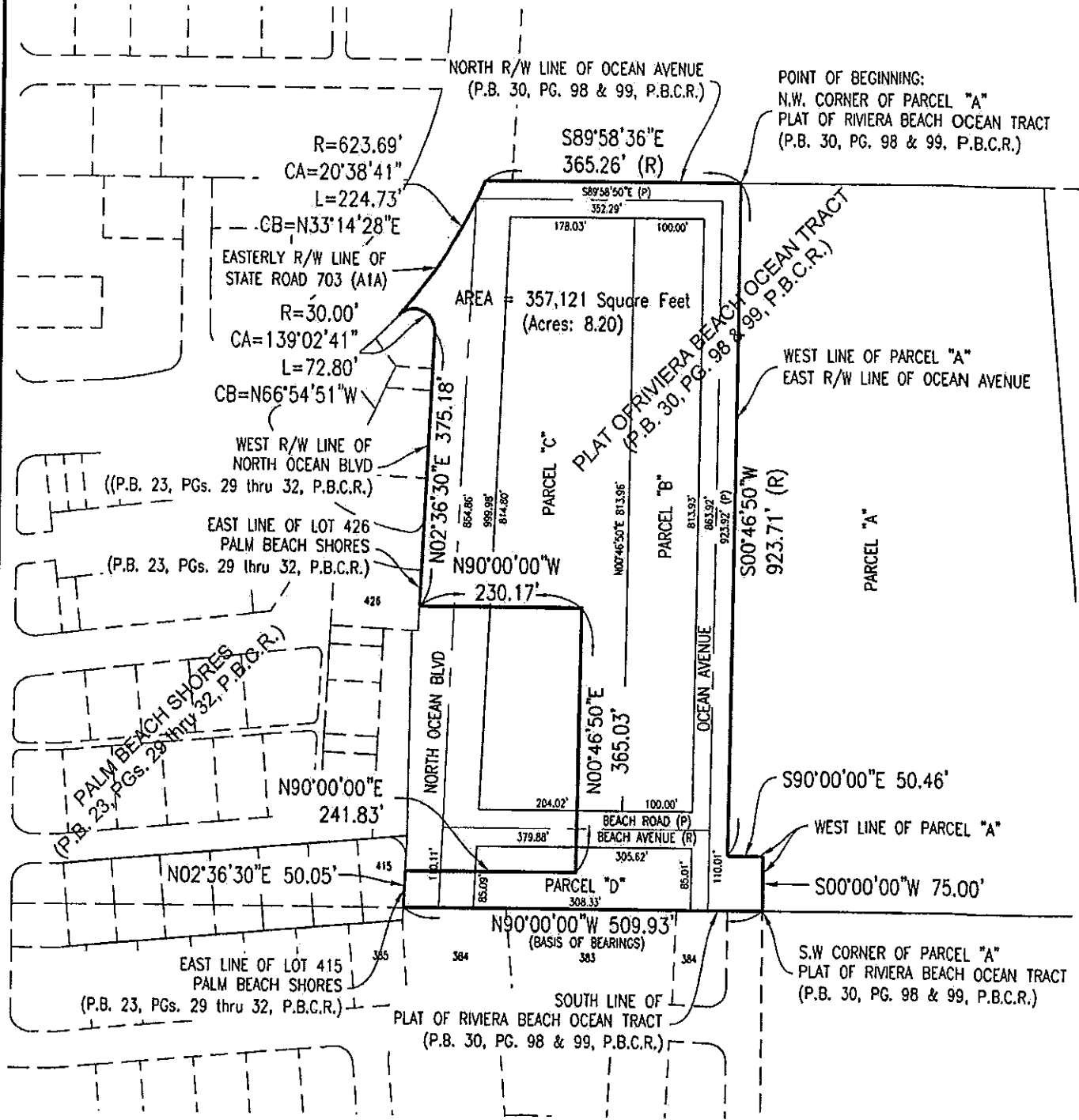


LEGEND:

- BLVD BOULEVARD
- C.A. CENTRAL ANGLE (DELTA)
- C.B. CHORD BEARING
- L. ARC LENGTH
- LB LICENSED BUSINESS
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.B. PLAT BOOK
- PG PAGE
- R RADIUS
- R/W RIGHT-OF-WAY
- (R) RECORD
- (P) PLAT

SCALE
1" = 200'

Z:\2013\135578 City of Riviera Beach CRA Marine District South Improvements\Survey\SKETCH\13-5578-V-SD-EXHIBIT A.dwg



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
580 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION
OCEAN MALL
PALM BEACH COUNTY, FLORIDA

SCALE 1" = 200'	PROJECT No 13-5578
DATE 11/22/13	CAD FILE SEE LEFT

SHEET
2
OF
2