

SCHEDULE OF EXHIBITS

- A. Exhibit A – Agency Property
- B. Exhibit B – Viking Property
- C. Exhibit C – Closure of Old 13th Street and Right-of-Way
- D. Exhibit D – Parking Lot Properties
- E. Exhibit E – Easements
- F. Exhibit F – Revocation Letter
- G. Exhibit G – Yachtsman Lease Amendment
- H. Exhibit H – Quit Claim Deed
- I. Exhibit I – 13th Street Gateway Purchase
- J. Exhibit J – Permitted Exceptions
- K. Exhibit K – Parking Lease

EXHIBIT A
AGENCY PROPERTY



<i>Properties to be conveyed to VIKING</i>				
ID	PCN	Address	SF	APPRAISED VALUE
A	56434233060020010	1345 AVENUE C	7000	55000
B	56434233060020030	59 E 14TH ST	7000	50000
C	56434233060020090	S 14TH ST	7000	50000
D	56434233060020191	BROADWAY	6584	60000
E&F	SURVEY AND LEGAL	E 13TH ST	5061	35000
			32645	\$250,000.00

EXHIBIT B
VIKING PROPERTY



<i>Properties conveyed to CRA</i>				
ID	PCN	Address	SF	APPRAISED VALUE
G	56434233060140011	1201 AVENUE C	7000	\$55,000
H	56434233060140012	1223 AVENUE C	3500	\$30,000
I	56434233060140031	55 E 13TH ST	3500	\$25,000
J	56434233060140050	52 E 12TH ST	7000	\$50,000
K	56434233060140070	E 12TH ST	7000	\$50,000
OTHER	56434233060170100	120 W 11th st	5250	\$30,000
			33250	\$240,000.00

EXHIBIT C

CLOSURE OF Old 13th STREET AND RIGHT-OF-WAY

Areas labeled O and P below depict Old 13th Street

Area labeled Sliver depicts Right-of-way



EXHIBIT D

PARKING LOT PROPERTIES

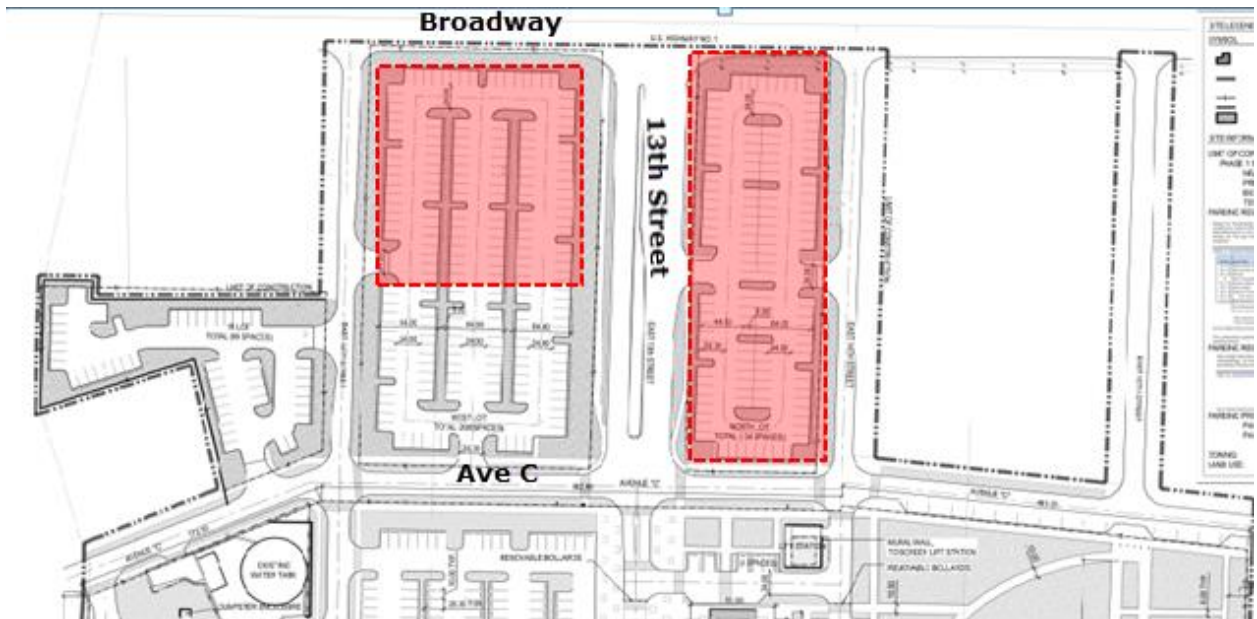
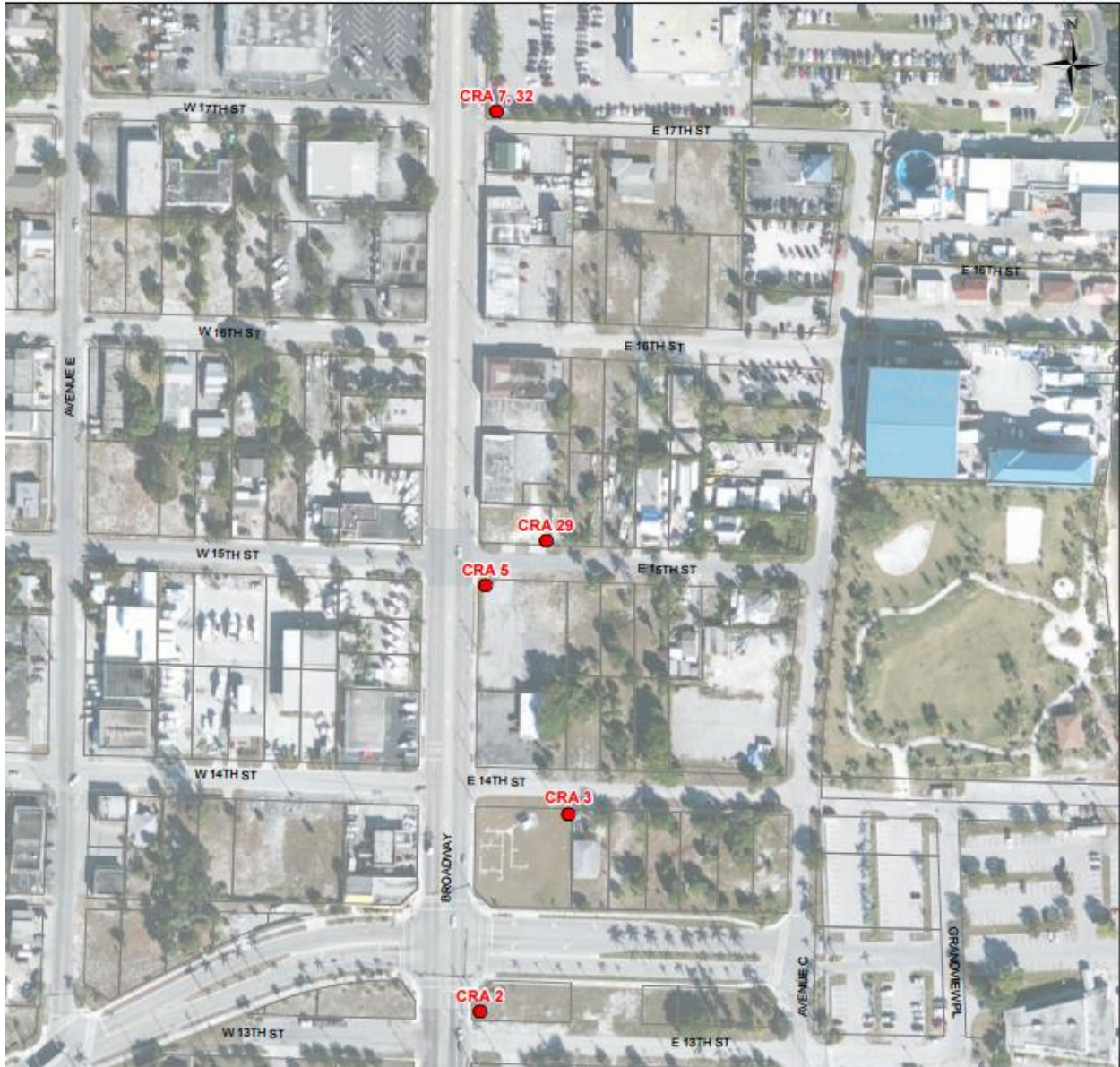


EXHIBIT E

EASEMENTS

US1 Utility Underground Project
Proposed Easements

Date: 1/5/2016



Easement Description	Map
<p>Name: CRA 7</p> <ul style="list-style-type: none"> • Size: 20' x 20' • Use: ATT Box • East 17th Street and Broadway 	
<p>Name: CRA 29</p> <ul style="list-style-type: none"> • Size: 10' x 10' • Use: ATT box • E 15th St and Broadway 	

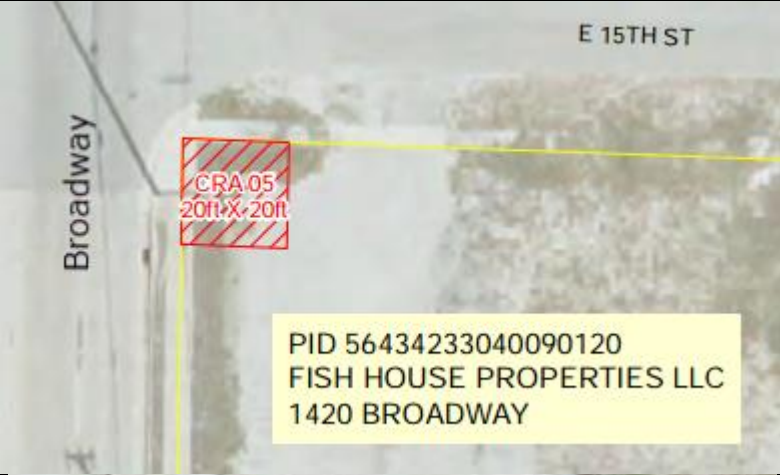

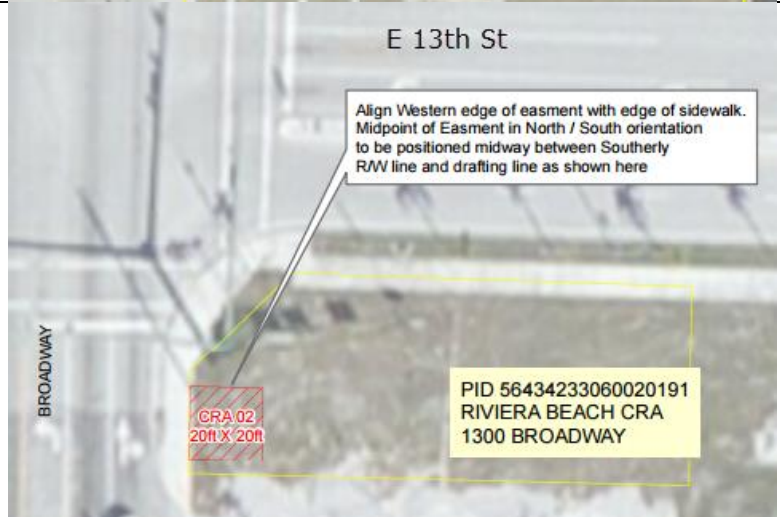
<p>Name: CRA 5</p> <ul style="list-style-type: none"> • Size: 20' x 20' • Use: FPL Switch • E 15th St and Broadway 	
<p>Name: CRA 3</p> <ul style="list-style-type: none"> • Size: 13' x 10' • Use: FPL Dbl Transformer • E 14th St and Broadway 	
<p>Name: CRA 2</p> <ul style="list-style-type: none"> • Size: 20' x 20' • Use: Switch • E 14th St and Broadway 	

EXHIBIT F

REVOCATION LETTER

Marine
Viking Yacht Company
Viking Yacht Company- Florida, Inc.
Viking Sport Cruisers, Inc.
Viking Yachting Center, Inc.
Viking Yacht Service Center
Atlantic Marine Electronics, Inc.
Palm Beach Town, Inc.
Maritime Financial Services, Inc.

Real Estate
Viking Developers, LLC
Viking Residential
Viking Commercial

Insurance
International Maritime Insurance Co.

Financial
Viking Investment Banking Group

Internal Professional Services
Viking Associates



February ____, 2016

J. Michael Haygood, Esq.
J. Michael Haygood, P.A.
701 Northpoint Parkway Suite 209
West Palm Beach, Florida 33407

Re: Revocation of Notification to Terminate the Parking Lot Lease Agreement dated May 6, 2014 (“Lease”) between JSF Yachtsman, Inc. and Riviera Beach Community Redevelopment Agency for the parcel known as the Yachtsman

Dear Mr. Haygood:

This letter will serve as notice that JSF Yachtsman, Inc. is revoking its letter dated October 21, 2015 providing notice of termination of the above referenced Lease.

It is understood that this revocation is without prejudice to the Landlord’s right to issue a future notice of termination pursuant to Section 15 of the Lease. Please have the Agency sign and return the enclosed copy of this letter.

Very truly yours,

William L. Mueller

Cc: Tony Brown, Executive Director, CRA

Acknowledged and agreed: _____

EXHIBIT G

YACHTSMAN LEASE AMENDMENT

AMENDMENT TO LEASE

AMENDMENT TO LEASE (this “Amendment”) dated as of _____ day of March, 2016, (the “Effective Date”) by and between JSF YACHTSMAN, Inc., (“Landlord”), with an address c/o Viking Associates, 4 Executive Campus, Suite 200, Cherry Hill, NJ 08002, and the Riviera Beach Community Redevelopment Agency, a body corporate and politic created under the laws of the state of Florida (“Tenant” or “CRA”), with an address of 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

WHEREAS, the parties executed a lease (the “Lease”) dated May 6, 2014 covering premises in the city of Riviera Beach, Florida known as the former Yachtsman Motel property as reconfigured to be used for parking by Tenant; and

WHEREAS, Landlord issued a letter to Tenant dated October 21, 2015 (the “Termination Notice”) giving early notice of termination of the Lease pursuant to Section 15 of the Lease terminating the Lease effective as of September 1, 2016; and

WHEREAS, the Termination Notice has been revoked by letter from Landlord dated March _____, 2016 and acknowledged by Tenant; and

WHEREAS, the parties have agreed that the Lease is to be amended to extend the date by which notice of termination can be given under the Lease to July 1, 2021.

Now Therefore, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease is amended so that Section 15 reads as follows:

After July 1, 2021, either party may terminate the Term of this Lease upon ninety days prior written notice to the other party.

2. Except as herein provided the Lease shall remain in full force and effect pursuant to its terms.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2016.

Tenant:

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY
A body corporate and politic under the laws of the
State of Florida

By:_____

By:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged before me on this ____ day of _____, 2016, by _____ and _____, both of whom are personally known to me.

NOTARY PUBLIC

Landlord:

JSF YACHTSMAN, INC.

By:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged before me on this ____ day of _____, 2016, by _____, who is personally known to me.

NOTARY PUBLIC

EXHIBIT H

QUITCLAIM DEED

This instrument prepared by and return to:

**J. Michael Haygood
J. Michael Haygood, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33401**

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, 2016, between JSF Yachtsman, LLC, a Florida LLC, the Grantor, whose mailing address is c/o Viking Associates, 4 Executive Campus, Suite 200, Cherry Hill, NJ 08002 and the City of Riviera Beach, Florida, a Florida municipal corporation, Grantee whose mailing address is _____, West Palm Beach, FL.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

That certain parcel of land designated on the Plat of Riviera Beach as "Park" recorded in Plat Book 2, Page 90, Public Records of Palm Beach County, Florida.

The purpose of this Quit Claim Deed is to release any interest the Grantor may have in the Park as a result of the dedication contained on the Plat of Riviera Beach.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns

forever.

[signatures on following page]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the Grantor the date first above written.

Signed, sealed and delivered
in the presence of:

JSF Yachtman's, LLC,
a Florida limited liability company

_____, Witness NAME: _____
BY: _____
TITLE: _____

_____, Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, the _____ of the JSF Yachtman's, LLC, who signed on behalf of the limited liability company, who is personally known to me or who have produced _____ as identification.

Notary Public

Print

My Commission Expires:

Quitclaim Deed

EXHIBIT I
13TH Street Gateway Purchase

Parcel #2 will be conveyed to Viking at Closing for consideration of \$213,000.00.

Properties conveyed to VIKING in Agreement				
ID	PCN	Address	SF	VALUE
2	56434233060020010	1345 AVENUE C	7100	\$213,000.00



Properties Separately bid on by Viking			
ID	PCN	Address	SF
1	56434233060120021	AVE E & W 12 th ST	1000
	56434233060120011		
4 (half of parcel)	56434233060030261	40 W 13TH ST	900
5	56434233060030211	60 W 13TH ST	6159
6	56434233060030191	70 W 13TH ST	6160

EXHIBIT J

Permitted Exceptions

1. Taxes for the year of closing not then due and payable.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Subject to any lien provided by Chapters 153 and 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, gas or sewer systems serving the lands described herein.

Items 2 and 5 will be deleted at closing. Items 3 and 4 will be deleted at closing if a current survey is provided and shows no encroachments by or across the Premises, easements or other matters visible upon the ground or other matter rendering the title to the Premises unmarketable ("**Survey Problem**"). A Survey Problem shall be treated as a title defect and not as a Permitted Exception.

EXHIBIT K

PARKING LEASE

PARKING LOT LEASE AGREEMENT

AGREEMENT OF LEASE (this “Lease”) dated as of _____ day of March, 2016, (the “Effective Date”) by and between Gerald Properties, LLC, a Florida limited liability company and Courtney Elizabeth Properties, LLC, a Florida limited liability company, and 1320 North Broadway, LLC a Florida limited liability company (collectively the “Landlord”), all with an address c/o Viking Associates, 4 Executive Campus, Suite 200, Cherry Hill, NJ 08002, and the Riviera Beach Community Redevelopment Agency, a body corporate and politic created under the laws of the state of Florida (“Tenant” or “CRA”), with an address of 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

RECITALS

WHEREAS, Landlord and Tenant have entered into an agreement for the exchange of real property within the City of Riviera Beach (the “Exchange Agreement”) and pursuant to that certain Exchange Agreement, Landlord is leasing to Tenant certain parcels of land which are the subject of this Lease;

WHEREAS, Landlord owns the land described in the attached Exhibit “A” (the “Premises”);

WHEREAS, a small portion of the Premises is occupied by a residential building which currently has a Tenant whose lease term allows for 60 days’ notice of termination beginning June 1, 2016;

WHEREAS, the Premises are part of the Marina District under redevelopment by the CRA;

WHEREAS, the CRA desires to lease the Premises to improve the site to use as a temporary parking lot during an interim period pending the development of the site or the need for more permanent parking facilities in the Marina District;

WHEREAS, the Landlord has agreed to terminate the lease and cause the tenant to vacate the currently occupied building prior to October 1, 2016 to prepare the Premises for use as a parking lot;

WHEREAS, the CRA has agreed to make infrastructure and site work improvements as described in the attached Exhibit "B" ("Site Work");

WHEREAS, Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Premises.** Landlord hereby demises and lets unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises together with all easements, rights and appurtenances belonging or pertaining thereto, subject to the terms and conditions of this Lease.

2. **Term.** The initial term (the "Term") of this Lease shall commence on October 1, 2016 (the "Commencement Date"). Unless sooner terminated pursuant to the terms hereof, the lease Term shall terminate sixty (60) months from the Commencement Date. Tenant shall have a due diligence period ending July 31, 2016 prior to which it may cancel the Lease without further liability by written notice to Landlord. During such period, Tenant may enter onto the Premises for inspection and environmental audit and inspection. Tenant agrees to indemnify Landlord of and from any damage occurring as a result of such inspection and shall restore the Premises to its condition prior to any disturbance that results from said audit and inspection.

3. **Extension.** Unless terminated by notice, Tenant shall have the right to extend the Lease Term on a month to month basis after the expiration of the Term on the same terms and conditions as provided in this Lease and at the Rent as provided below in Paragraph 4 (the "Subsequent Term") subject to termination by either party on ninety days' prior notice to the other party, which notice may be first given ninety days prior to expiration of the initial term on September 30, 2021.

4. **Rent.** Tenant shall pay Landlord an annual minimum or base rent of \$220,582.50 (the equivalent of \$2.50 per square foot), payable in monthly installments of \$18,381.88 per month, plus any applicable tax, due on the first day of each month in advance. Rent shall be prorated for any partial month at the beginning or end of the lease Term. These payments shall be referred to herein as the "Minimum Rent." Minimum Rent shall commence on the Commencement Date but

shall be subject to the Abatement Period as defined below. In addition, the Tenant shall pay real estate and sales taxes, if any, pursuant to Paragraph 20, which payments shall commence on the Commencement Date and are not subject to the Abatement Period.

5. Abatement Period. The Tenant shall receive an abatement of Minimum Rent for a period not to exceed thirty-six (36) months from the Commencement Date (the “Abatement Period”) in consideration for the sale of properties shown in Exhibit D below. The duration of such Abatement Period shall be **[to be completed at a later date]**. The Abatement Period notwithstanding, there shall be no abatement of real estate or sales taxes, or any charges which are considered additional rent under this Lease.

6. Use of the Premises. The Premises shall be used by Tenant solely for the parking of motor vehicles. Within one hundred twenty (120) days after the Effective Date, Tenant shall at its sole cost and expense demolish the building at the Premises. Tenant shall make any necessary improvements to make the Premises suitable for use as a public parking lot and Tenant shall obtain any required permits and pursue any necessary governmental or agency approvals to operate the Premises as a public parking lot.

7. Description of the Premises. See attached Exhibit “A”. This description of the Premises assumes that the Landlord and the City of Riviera Beach have completed the exchange of property provided for by that certain Exchange Agreement between them.

8. Improvements. Tenant may, in its sole discretion and at its sole expense, improve the parking lot by adding signage that indicates hours of use, payment instructions, and other regulations, and pavement markings, parking curb stones, and may make other customary and reasonable improvements to facilitate the Tenant’s use of the Premises for parking. Furthermore, Tenant may upgrade utilities on the Premises and grade the Premises to meet new flood standards set by FEMA.

9. Maintenance. Tenant shall be responsible for routine maintenance of the Premises during the term of the Lease, including removal of trash, sweeping, and cleaning, and shall maintain any improvement made pursuant to paragraph 8 herein. Upon expiration of the Lease, Tenant shall return the property in its improved state.

10. Insurance.

a. Types. Tenant, at Tenant’s sole cost and expense, shall maintain and keep in effect throughout the Term with respect to the Premises:

i. insurance against loss or damage to improvements now or thereafter located on the demised land by fire and such other casualties as may be included in the forms of all risk insurance from time to time most commonly available,

in an amount equal to the full insurable replacement value of such building and improvements;

- ii. insurance on an occurrence basis against claims for personal injury (including death) and property damage and with broad form contractual liability coverage, under a policy or policies of comprehensive general liability insurance or commercial general liability insurance, with such limits as may be reasonably requested by Landlord from time to time, but not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate for the Premises; and
 - iii. rent insurance and such other forms of insurance and endorsements as may be specified from time to time by Landlord; all such insurance shall be in such reasonable amounts as may be specified from time to time by Landlord.
- b. Insured Parties. The policies of insurance described in subparagraphs (a)(i) and (a)(iii) above shall name Tenant and Landlord (and such other parties as Landlord may from time to time specify) as insureds and in addition shall contain a standard mortgagee endorsement in favor of the holder of any mortgage which may at any time be a lien upon the Premises or any part thereof. The policies of the insurance described in subparagraph (a)(ii) above shall name Tenant and Landlord (and such other parties as Landlord may from time to time specify) as the insured parties and shall state that they are primary over any insurance carried by Landlord.
- c. Insurers; Replacement. Each policy shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Landlord and each policy shall be issued by an insurer and licensed to do business in the state in which the Premises is located and rated satisfactory to Landlord. Upon the execution of this Lease, each policy (or a duplicate original thereof) shall be delivered by Tenant to Landlord unless Landlord requests that it be delivered to the holder of any mortgage, in which case Tenant shall deliver the policy to such holder and shall deliver to Landlord a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. Upon demand, Tenant shall deliver to Landlord a replacement policy (or duplicate original thereof) and certificate and satisfactory evidence of payment of any premium for such renewal. Each policy shall have attached thereto an endorsement to the effect that no act or omission of Tenant shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as Landlord may from time to time require.
- d. Evidence of Payment. If Tenant shall fail, refuse or neglect to obtain such insurance

or maintain it, or to furnish Landlord with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, within the time required as set forth above, Landlord shall have the right, at Landlord's option and without regard to any opportunity to cure provided for elsewhere in this Lease, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance for which Tenant should have paid. All such payments made by Landlord shall be recoverable by Landlord from Tenant on demand as additional rent hereunder.

- e. Uninsured Loss. If Tenant fails to provide and keep in force insurance as aforesaid, Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease, and expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Tenant shall have failed or neglected to provide insurance as aforesaid.
- f. Other Insurance Obtained by Tenant. Tenant shall not take out separate insurance concurrent in form or contributing, in the event of loss, with that required hereunder to be furnished by Tenant, or increase the amounts of any then existing insurance by securing an additional policy or additional policies, unless such separate insurance or additional policy(s) shall conform to all the requirements of set forth above.
- g. Waiver of Subrogation; Rights under Insurance Policies. Each of the parties hereto hereby releases the other and the other's partners agents and employees, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder.
- h. Blanket Policy. Tenant may carry any insurance required by this Lease under a blanket policy, applicable to the Premises for the risks and in the amounts required pursuant to this paragraph, provided that all requirements of this paragraph shall be complied with in respect of such policy and that such policy shall provide that the coverage thereunder for the Premises and occurrences in, on or about the Premises shall not be diminished by occurrences at any other property of Tenant.

11. Binding Effect. This Lease shall be binding upon the parties, their successors and assigns.

12. Disputes. Prior to either the Landlord or the Tenant filing a lawsuit as to any dispute or disagreement arising out of this Lease, both shall submit to mediation pursuant to the applicable Florida Statutes and the Florida Rules of Civil Procedure, the same as if the matter had been ordered to mediation by a court of competent jurisdiction. Any litigation arising under this agreement shall be filed in a court of competent jurisdiction situated in Palm Beach County, Florida. The prevailing party in any such litigation shall be entitled to an award of attorney's fees and costs at the trial and appellate levels.

13. Notices. Any notice which either party may or is required to give, shall be given in writing by mailing same, postage prepaid, to the respective representatives of the Landlord and Tenant at the following addresses or at such other place as may be designated by the parties from time to time:

Landlord:

c/o Viking Associates
4 Executive Campus, Suite 200
Cherry Hill, NJ 08002

Tenant:

Riviera Beach Community Redevelopment Agency
c/o Executive Director
2001 Broadway
Riviera Beach, FL 33404

14. Subordination.

A. This Lease shall be subject and subordinate at all times to any mortgage, deed of trust or other encumbrance heretofore or hereafter placed upon the Premises and of all renewals, modifications, consolidations, replacements and extensions thereof (all of which are hereinafter referred to as, collectively a "Mortgage") except to the extent that any Mortgage provides that this Lease is superior to that Mortgage. This provision shall operate automatically and without the necessity of any further act on the part of Tenant to effectuate such subordination.

B. Notwithstanding the foregoing, any holder of any Mortgage may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery and recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such Mortgage.

15. Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying: (a) the commencement and expiration dates of the term of this Lease; (b) that the Tenant is in occupancy of the Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writing as shall be stated; (c) that all conditions and agreements under this Lease to be satisfied or performed by the Landlord have been satisfied and performed except as shall be stated; (d) that the Landlord is not in default under this Lease and that there are not defenses or offsets against the enforcement of this Lease by the Landlord, or stating the defaults and/or defenses claimed by Tenant; (e) the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid; (f) the amount of security deposit deposited with Landlord, if any; and (g) any other factual information about the Lease which the Landlord or its lender(s) may reasonably require. Any prospective purchaser or encumbrancer of the Premises may conclusively rely upon any such statement. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that the Tenant is in occupancy of the Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended; (ii) that all conditions and agreements under this Lease to be satisfied or performed by the Landlord have been satisfied and performed; (iii) that the Landlord is not in default under this Lease and that there are not defenses or offsets against the enforcement of this Lease by the Landlord; and (iv) that not more than one month's rent has been paid in advance.

16. Omitted.

17. Nonwaiver. Any failure of Landlord to enforce any remedy allowed for the violation of any provision of this Lease shall not imply the waiver of any such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way (a) alter the length of the Term or of Tenant's right of possession hereunder, or (b) after the giving of any notice, reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, suit or judgment.

18. Severability. Should any section, sentence, clause, part or provision of this Lease be declared invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity of this Lease as a whole or any part hereof other than the part declared to be invalid.

19. Condition of Premises. Tenant has examined and is familiar with the condition of the Premises, and agrees and acknowledges that same are received “as is”, without warranty by Landlord as to the condition or repair thereof. Tenant shall, throughout the Term and at its sole cost and expense, take good care of the Premises, and any sidewalks, parking areas, curbs and access ways upon or adjoining the Premises, and keep them in good order and condition, and promptly at Tenant’s own cost and expense make all repairs necessary to maintain such good order and condition, whether such repairs be interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. All portions of the Premises and any sidewalks, parking areas, curbs and access ways adjoining them shall be kept and maintained by Tenant in a clean and orderly condition.

20. Taxes and Other Impositions.

A. In addition to the minimum rent referred to above, Tenant shall pay throughout the Term, and for the period from execution hereof until the commencement of the Term, as additional rent hereunder, at least thirty (30) days before any fine, penalty, interest or cost may be added thereto for the non-payment thereof (or sooner if elsewhere herein required), the following (all of which are herein called “impositions”): all real estate taxes levied against the premises, all levies, taxes, assessments (public or private), water and sewer rents and charges, liens, license and permit fees, charges for public utilities and all other charges, imposts or burdens of whatsoever kind and nature, whether or not particularized by name, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, which at any time during the Term may be created, levied, assessed, confirmed, adjudged, imposed or charged upon or with respect to the Premises or any improvements made thereto, or on any part of the foregoing or any appurtenances thereto, or upon or with respect to this Lease or the rent paid or payable hereunder (including but not limited to sales tax) or amounts paid or payable by any subtenants or other occupants of the Premises, or upon or with respect to the leasing, operation, use or occupancy of the Premises or upon or with respect to this transaction or any documents to which Tenant is a party or successor in interest, or against Landlord because of Landlord’s estate or interest herein, by any federal, state, local or other authority, or under any law, ordinance or regulation of any such authority, including, among others, general sales taxes, general gross receipts taxes, the gross receipts portion of any local business tax, all special tax bills and general, special or other assessments and liens or charges made on local or general improvements or under any governmental or public power or authority whatsoever; provided, however, if any imposition shall be created, levied, assessed, adjudged, imposed, charged or become a lien with respect to a period of time which commences before the Commencement Date and ends after the expiration or earlier termination of the Term (other than by reason of breach of any of the terms hereof by Tenant), then Tenant shall only be required to pay that proportion of such imposition which is equal to the proportion of said period which falls

within the Term. If Tenant elects to pay any assessment in installments, Tenant shall nevertheless pay all unpaid installments thereof prior to the expiration or sooner termination of this Lease, whether or not such installments are then due or payable. "Impositions" shall not include any federal, state or local net income or excess profits taxes assessed against Landlord.

B. Taxes shall be payable to Landlord in an annual payment all real estate taxes.

C. Utility Charges. Tenant shall be solely responsible for and shall promptly pay all rents and charges for water and sewer services and all costs and charges for gas, steam, heat, light, electricity, power, telephone and any other utility or service used or consumed in or servicing the Premises and all other costs and expenses involved in the care, management and use thereof.

21. Environmental Matters.

A. Tenant acknowledges the property owned by 1320 North Broadway, LLC and located at 1320 Broadway, Riviera Beach, Florida 33404 was a former gas station and is currently undergoing state funded restoration under the Florida Department of Environmental Protection ("FDEP") Petroleum Restoration Program. Pursuant to this program, and in order for restoration to proceed, an access agreement was executed by Landlord on November 16, 2015 (the "Access Agreement") which is attached hereto as Exhibit "C". Tenant shall abide by the terms and conditions of the Access Agreement and shall in no way impede or interfere with any remediation the FDEP considers necessary. Tenant shall at all times cooperate with Landlord and FDEP to provide the necessary access for remediation as specified in the Access Agreement.

B. Tenant shall conduct, and cause to be conducted, all operations and activities at the Premises in compliance with, and shall in all other respects applicable to the Premises comply with, all present and future applicable statutes, ordinances, governmental regulations, orders and directives, and all applicable requirements of common law, concerning (i) operations at the Premises, (ii) handling of any materials, (iii) emission of any pollutant into the air, the presence or passage of any effluent or pollutant or the discharge of any effluent or pollutant into water, or the presence, passage or release of any substance or matter, (iv) the storage, treatment, disposal, presence or passage of any solid waste, industrial waste, or hazardous waste or substance at, from or connected with operations at the Premises, and (v) underground storage tanks and related facilities and connections (herein called "Environmental Statutes"). Tenant shall obtain all permits, licenses, or approvals and shall make and file all notifications and registrations as required by Environmental Statutes in a timely manner. Tenant shall at all times comply with the terms and conditions of any such permits, licenses, approvals, notifications and registrations.

C. Tenant hereby agrees to indemnify and to hold harmless Landlord of, from and against any and all expense, loss or liability suffered by Landlord by reason of Tenant's breach

of any of the provisions of this Paragraph 21, including, but not limited to, (i) any and all expenses that Landlord may incur in complying with any Environmental Statutes, (ii) any and all costs that Landlord may incur in studying, containing, removing, remedying, mitigating, or otherwise responding to, the release of any hazardous substance or waste at or from the Premises, (iii) any and all costs for which Landlord may be liable to any governmental agency for studying, containing, removing, remedying, mitigating, or otherwise responding to, the release of any hazardous substance or waste at or from the Premises, (iv) any and all fines or penalties assessed upon Landlord by reason of a failure of Tenant to comply with the provisions of this Paragraph, (v) any and all loss of value of the Premises by reason of such failure to comply, and (vi) any and all legal fees and costs incurred by Landlord in connection with any of the foregoing. Nothing contained in this Agreement shall be deemed consent by the Tenant to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

D. Landlord agrees to indemnify, defend, and hold harmless Tenant of, from and against and in respect of any and all expense, loss or liability which may be imposed upon or incurred by Tenant or asserted against Tenant by any other party or parties (including government agencies) in connection with any environmental conditions (whether now known or hereafter discovered) or any noncompliance with any federal, state, or local environmental laws, regulations or policies, which may have existed prior to the date of this Lease.

22. Assignment and Subletting. Tenant shall not mortgage, pledge or encumber this Lease, collaterally or otherwise. Tenant shall not, voluntarily or by operation of law, assign this Lease, or sublet the Premises or any part of the Premises, without first obtaining the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. No subletting or assignment shall in any way relieve or release Tenant from liability for the performance of all terms, covenants and conditions of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. Tenant shall pay Landlord's reasonable attorneys' fees incurred to effect such assignment or sublease.

23. Landlord's Right of Entry. Tenant agrees to permit Landlord and the authorized representatives of Landlord and of the holder of any mortgage or any prospective mortgagee to enter the Premises at any time in response to an emergency and otherwise at all reasonable times and upon reasonable notice for the purpose of inspecting the Premises. Nothing herein shall imply any duty upon the part of Landlord to make any such inspection and nothing herein shall imply any duty on the part of Landlord to do any other work which under any provision of this Lease Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform it. No entry into the Premises by Landlord by any means will constitute a forcible or unlawful entry into the Premises, or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any part thereof, nor will such entry entitle Tenant to damages or an abatement of the rent or other sums due hereunder.

24. No Services Provided. Tenant understands that this Lease is a land lease and that the Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. The Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Premises.

25. Governmental Regulations and Security.

A. Tenant shall throughout the Term, at Tenant's sole cost and expense, promptly comply with all laws and ordinances and notices, orders, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, and notices, orders, rules and regulations of the National Board of Fire Underwriters, or any other body now or hereafter constituted exercising similar functions, relating to the Premises or any part thereof, exterior as well as interior, foreseen or unforeseen, ordinary as well as extraordinary, structural as well as non-structural, or to the use or manner of use of the Premises or to the sidewalks, parking areas, curbs and access ways adjoining the Premises. Without limiting the generality of the foregoing, Tenant shall keep in force at all times all licenses, consents and permits necessary for the lawful use of the Premises for the purpose herein provided and Tenant shall pay all personal property taxes, income taxes, license fees, and other taxes which are or may be assessed, levied or imposed upon Tenant in connection with Tenant's operation of its business upon the Premises. Tenant shall likewise observe and comply with the requirements of all policies of liability, fire and other insurance at any time in force with respect to the Premises.

B. Tenant shall be solely responsible for making all improvements to the Premises, including, but not limited to, the installation of equipment and fixtures, which Tenant deems necessary to secure the Premises against unlawful intrusion, vandalism and criminal activity or to provide for the safety of Tenant's employees, customers or invitees (hereinafter "Security Improvements"). In the event Tenant desires to make Security Improvements, Tenant shall proceed to do so with the approval of Landlord, which approval shall not unreasonably be withheld and subject to compliance with Paragraph 10 of this Lease. Landlord shall not be liable to any person for any claim or cause of action related to the lack of security at the Premises or the inadequacy, deficiency or malfunctioning of any security equipment at the Premises.

26. Recording. Neither this Lease, nor any notice or memorandum thereof, shall be recorded in the Official Records of Palm Beach County, Florida.

27. Holdover. If Tenant or any person claiming through Tenant shall retain possession of the Premises after the expiration or earlier termination of this Lease and, such possession shall be (unless the parties hereto shall otherwise have agreed in writing) deemed to be under a month-to-month tenancy which shall continue until either party shall notify the other, in writing, at least thirty (30) days prior to the end of any calendar month, that the party giving such notice elects to

terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. Anything contained in the preceding sentence to the contrary notwithstanding, the minimum rent payable with respect to each such monthly period shall be 150% of the monthly minimum rent payable with respect to the Premises immediately prior to the expiration or earlier termination of this Lease.

28. Curing Tenant's Defaults. Subject to the provisions below, requiring Landlord to give to Tenant written notice of Tenant's default and an opportunity to cure such default (but not subject thereto in the event of an emergency situation (as reasonably determined by Landlord)), if Tenant shall be in default in the performance of any of its obligations hereunder, Landlord may (but shall not be obligated to do so), in addition to any other rights it may have in law or equity, cure such default on behalf of Tenant, and Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing such default from the respective dates of Landlord's making of the payments and incurring of the costs, on all sums advanced by Landlord as aforesaid, which sums and costs together with interest thereon shall be deemed additional rent payable hereunder.

29. Defaults; Landlord's Remedies.

A. Defaults. If any of the following shall occur:

1. Tenant does not pay in full within ten (10) days of when due any and all installments of rent or any other charge; or

2. Tenant violates or fails to perform or comply with any covenant or condition (other than the payment of rent or except as otherwise provided below) herein contained and such default continues for a period of sixty (60) days after Tenant receives written notice from Landlord or in the case of such a default which cannot with due diligence and in good faith be cured within sixty (60) days, Tenant fails to commence within such sixty-day period to cure the same and thereafter to prosecute the curing of such default with due diligence and in good faith until completion.

B. Landlord's Remedies.

1. In any such event set forth above, Landlord may (if Landlord so elects), in addition to any other remedy permitted by applicable law, declare this Lease null and void and Landlord shall have the right to re-enter or repossess the Premises by any means permitted by law and dispossess and remove therefrom Tenant, or other occupants thereof, and their effects, without being liable to prosecution therefore. In such case, Landlord may, at its option, relet the Premises so repossessed, as agent for Tenant, and Tenant shall pay to Landlord the difference between the rent for the Premises herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to

be received under such reletting for such portion of the term. Tenant hereby expressly waives the service of notice of intention to re-enter to of instituting legal proceedings to that end. Tenant waives and will waive all right to trial by jury in any proceedings hereinafter instituted by Landlord against Tenant in respect of the Premises.

2. In addition, should Tenant become bankrupt or insolvent or make an assignment for benefit of creditors, or should any attachment or other legal proceedings be levied or instituted by none other than Landlord against said Premises, or should Tenant pledge or mortgage this Lease in whole or in part, or attempt to do so, or allow any lien to attach thereto, Landlord may without notice immediately terminate this Lease and all Tenant's rights hereunder, and reenter and, in any lawful manner, resume possession of said Premises, Tenant hereby waiving any claim against Landlord and the benefit of all statutory rights inconsistent herewith. In the event of such reentry, Landlord may buy for its own account, or sell or store for the account of Tenant, any personal property and stock of Tenant then on said Premises and Tenant hereby appoints Landlord its agent for such purpose, and Landlord shall not be liable in regard thereto. Landlord may retain out of the proceeds of any such sale any sums owing Landlord by Tenant, whether under this Lease, or otherwise, (without releasing Tenant from said indebtedness except as to the amount so retained) and at its discretion pay out of said proceeds or otherwise any taxes or contributions owed by Tenant which in the absent of payment would or might reasonably under applicable laws or regulations be an obligation of Tenant's successors, and may discharge any liens upon said goods, and Tenant shall reimburse Landlord for any such payments in excess of such proceeds.

3. Landlord shall have a landlord's lien upon all fixtures, equipment and movables of Tenant upon the Premises for any sums due hereunder. Landlord may distrain Tenant's property for any sums due hereunder.

30. Remedies Cumulative. All remedies available to Landlord hereunder and at law and in equity shall be cumulative and concurrent. No termination of this Lease nor taking or recovering possession of the Premises shall deprive Landlord of any remedies or actions against Tenant for rent, for charges or for damages for the breach of any covenant, agreement or condition herein contained, nor shall the bringing of any such action for rent, charges or breach of covenant, agreement or condition, nor the resort to any other remedy or right for the recovery of rent, charges or damages for such breach be construed as a waiver or release of the right to insist upon the forfeiture and to obtain possession. No re-entering or taking possession of the Premises, or making of repairs, alterations or improvements thereto, or reletting thereof, shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such election be given by Landlord to Tenant. The failure of Landlord to insist upon strict and/or prompt performance of the terms, agreements, covenants and conditions of this Lease or any of them, and/or the acceptance of such performance thereafter shall not constitute or be construed as a waiver of Landlord's right to thereafter enforce the same strictly according to the terms thereof in the event of a continuing or subsequent default.

31. Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in good order and condition, ordinary wear and tear excepted. If Landlord requires Tenant to remove any alterations, improvements or additions from the Premises, Tenant shall remove the same prior to the expiration or earlier termination of this Lease, at Tenant's sole cost, and shall restore the Premises to the condition which existed before such alterations, improvements and additions were made, ordinary wear and tear excepted. All alterations, improvements and additions not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or earlier termination of this Lease.

32. Entire Agreement. The foregoing constitutes the entire lease between the parties and may be modified only by a writing signed by both parties.

33. No Merger of Title. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Premises by reason of the fact that the same person or entity may acquire, hold or own, directly or indirectly, (a) the leasehold estate created by this Lease or any part thereof or interest therein or any interest of the Tenant in this Lease, and (b) the fee estate or ownership of any of the Premises or any interest in such fee estate or ownership; and no such merger shall occur unless and until all person or entities having any interest in (I) this Lease as the Tenant or the leasehold estate created by this Lease, and (ii) this Lease as the Landlord or the fee estate in or ownership of the Premises or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

Balance of Page Left Blank, Signature Page and Exhibits Follow.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2016.

Tenant:

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

A body corporate and politic
under the laws of the
State of Florida

By: _____

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged before me on this ____ day of _____, 2016, by _____ and _____, both of whom are personally known to me.

NOTARY PUBLIC

Landlord:

JSF YACHTSMAN, INC.

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Acknowledged before me on this ____ day of _____, 2016, by _____, who is personally known to me.

NOTARY PUBLIC

**Exhibit A:
Property Description**

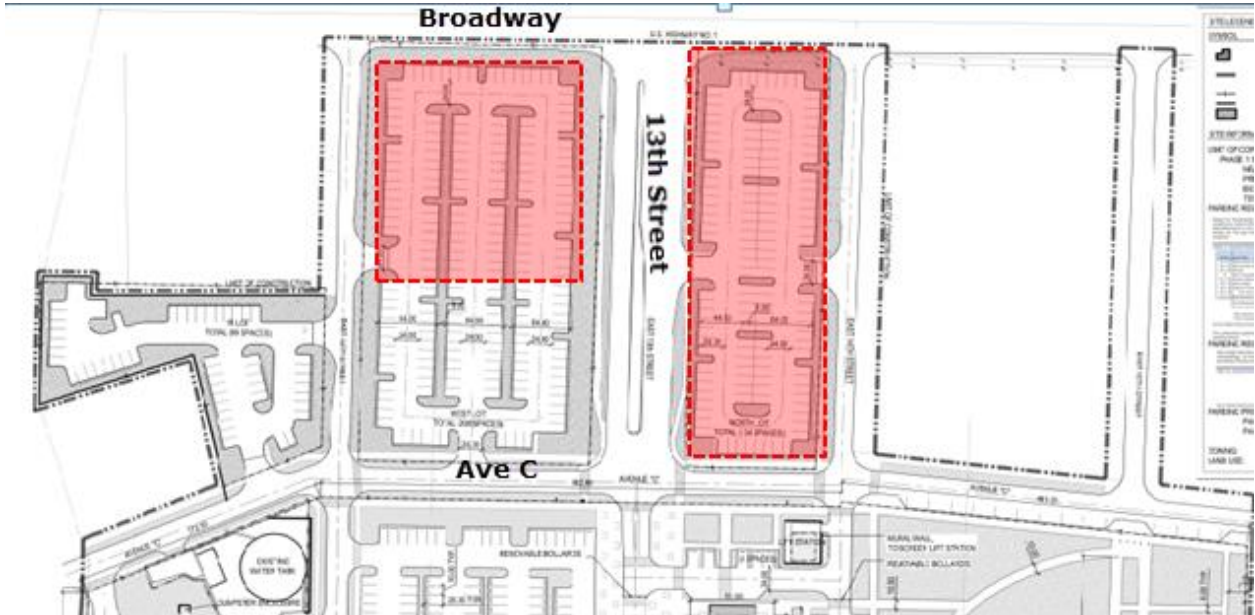


Exhibit B:
Description of Improvements

- Construct site improvements including: earthwork, installation of underground utilities and drainage structures, paving and curbing, and electrical.
- Install Landscaping, Irrigation, Lighting, parking control equipment and structures.
- Signage that indicates hours of use, payment instructions, development advertising, and other regulations, and pavement markings etc.
- Parking curb stones, and may make other customary and reasonable improvements to facilitate the Tenant's use of the Premises for parking.

**Exhibit C:
FDEP Access Agreement**

**Exhibit D:
13th Street Gateway Purchase**

The Agency has proposed to sell Viking the properties listed below, consistent with the Agency's Real Estate Acquisition & Disposition Policy, in exchange for a 36-month Rent Abatement Period for the Temporary Parking it desires to lease shown above as Exhibit A. If the CRA Board approves the sale, Viking will hereby grant a 36-month Rent Abatement Period for the Exhibit A Properties. The value of the Rent Abatement Period is \$661,749.00

Agency Property – 13th Street Gateway to be Conveyed to Viking:

