



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 Towers, 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

Aaron M. Gevers, Esq.
Assistant General Counsel

November 17, 2015

RECEIVED
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
2015 NOV 18 AM 10:58
PETROLEUM
RESTORATION PROGRAM

Alan Sakole
Petroleum Restoration Program
Bob Martinez Center
2600 Blair Stone Road
MS-4540
Tallahassee, FL 32399-2400

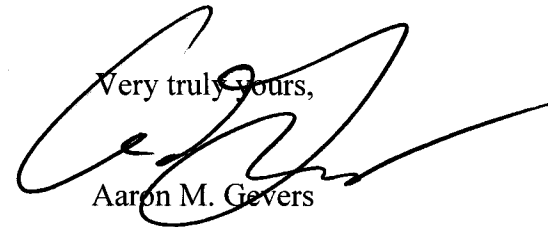
**Re: 1320 North Broadway, LLC; Site Access Agreement FDEP Facility ID:
8513827**

Dear Mr. Sakole:

Enclosed is the executed Site Access Agreement for the above referenced property along with an additional Exhibit/Attachment B for the Agreement which was also executed by the Owner.

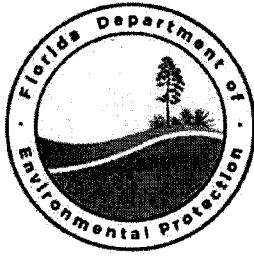
Kindly forward a final, DEP accepted copy to the Owner at 1550 Avenue C, 3rd Floor, Riviera Beach, FL 33404.

Very truly yours,



Aaron M. Gevers

Enc.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

10/19/2015

1320 NORTH BROADWAY LLC
PO BOX 14726
NORTH PALM BEACH, FL 33408

Subject: Notice of Requirement of New Site Access Agreement

HESS #09264
1320 BROADWAY
RIVIERA BEACH, PALM BEACH COUNTY
FDEP Facility ID#50 8513827
Eligible Discharge Date: 10/26/1989 (PCPP)
Priority Score: 30

Dear Property Owner:

Your property has been identified as a site affected by petroleum contamination eligible for state funded restoration. This letter is to notify you that the Petroleum Restoration Program (PRP) has a new Site Access Agreement (Agreement) that is between the Owner/Responsible Party (RP) and the Florida Department of Environmental Protection (FDEP). This Agreement is required before your property can be assessed or remediated. Please execute and return the attached Agreement using the enclosed self-addressed stamped envelope within 30 days of the date of this letter. An instruction page is attached to assist you in properly completing the form.

Recent legislation now requires the PRP to select contractors to perform assessment and remediation of petroleum contamination eligible for state-funded cleanup. This competitive procurement selection process is outlined in Chapter 62-772, Florida Administrative Code. The PRP will consider input you may want to provide with respect to the rehabilitation of your property. If you would like to provide such input, or would like the opportunity to reject one Agency Term Contractor (ATC) prior to assignment, please check the appropriate boxes on the Agreement and provide contact information as soon as possible using the enclosed self-addressed stamped envelope, again within 30 days of the date of this letter.

You also have the option of establishing a separate access agreement between yourself and the ATC. The State of Florida does not review or give advice regarding separate agreements. If you choose to do this, the separate access agreement cannot contradict, and must be subservient to,

1320 NORTH BROADWAY LLC
FDEP Facility ID# 8513827
Page 2 of 2
10/19/2015

the agreement between the owner and the FDEP. Any separate agreement must be completed between the owner and ATC within ninety (90) days from the signature date of the Site Access Agreement between the FDEP and the owner.

We must advise you that if you do not provide site access to your property for this purpose, you may lose your property's eligibility from the State-funded Petroleum Restoration Program. If such eligibility is revoked due to your failure to allow the Department to provide remediation services on your property, the total cost of cleanup of your property will become your responsibility. To avoid losing this opportunity, we urge you to provide access to your property by signing and returning the Agreement provided with this letter.

Should you ignore the site access request, or elect to not participate in the restoration program, the Department will be required to issue an Eligibility Rescission Order. Once the Rescission Order becomes final (21 days after you are notified), your property will no longer be eligible for State-funded remediation.

If you do not respond within 30 days of the date of this letter, the Department will begin the process of rescinding eligibility, and thus funding, for your property. If you have any questions, please contact Rob Perlowski at 850-245-8917.

Sincerely,



Alan Sakole
Environmental Supervisor
York Risk Services Group, Inc;
Administrative Services Contractor
Alan.Sakole@yorkrsg.com

Enclosures: Instructions for Completion of Site Access Agreement
Site Access Agreement

Note, this cover letter is for your records and should not be returned.

INSTRUCTIONS FOR COMPLETION OF SITE ACCESS AGREEMENT

This agreement is required to allow FDEP and the Agency Term Contractor (ATC) personnel to enter your property to perform remediation services. Upon issuance of a Closure Order, your site will be restored as nearly as practical to the conditions which existed before the activities, and the access agreement shall be terminated.

The Agreement includes 21 standard paragraphs. Alteration may not be made directly on the original agreement. In addition, there are four questions concerning owner access preference that must be answered by checking the corresponding boxes. Any additional requirements or agreements may not result in the FDEP incurring additional expenses. Please see the instructions following each question for more information.

- A. Are additional requirements attached to this agreement? Note: Additional requests must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

Some property owners require additional access conditions, such as those mandated in the *Jessica Lundsford Act* for school properties, or have specific requirements regarding notification of work. Additional requirements may be requested on a separate signed and dated page to this agreement, to be titled Exhibit B. Such requests are subject to evaluation and approval by the Department. You will be informed if the Department cannot accept your request. Any changes or alterations to the standard access agreement must be made in Exhibit B, and not on the original agreement.

- B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

If you wish to be in close communication with the ATC and receive notifications of work, copies of reports and recommendations for the site, select "yes" for this option. If you prefer to be hands off and let the ATC conduct all work as directed by the FDEP, please select "no."

- C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

As required by legislation outlined in Chapter 62-772 Florida Administrative Code, FDEP will use a competitive procurement process to select an ATC to conduct the assessment/remediation activities. Checking "yes" for the above option allows you to be informed by FDEP which ATC is selected before they are authorized to initiate activities, and reject one selected ATC, if you so choose.

- D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements between the owner and ATC must be completed within ninety (90) calendar days.

If "yes" is selected, you will be contacted by the ATC to discuss the terms of your additional site access agreement prior to beginning any work at your site. The State of Florida does not review or give advice regarding these separate agreements. If you choose to do this, the separate access agreement cannot contradict, and must be subservient to, the agreement between the owner and the FDEP.

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, 1320 NORTH BROADWAY LLC, ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and its Agency Term Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") located at 1320 BROADWAY , WEST PALM BEACH 33404, *FDEP Facility ID: 8513827*.

2. The Property. Owner owns the certain parcel(s): 56434233060020130 of real property located at 1320 BROADWAY, WEST PALM BEACH Florida 33404 (the "Property"), depicted on the attached legal description as Exhibit "A

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:
 - conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
 - install and remove groundwater monitoring wells;
 - use geophysical equipment;
 - use an auger for collecting soil and sediment samples;
 - locate existing wells;
 - collect waste, soil, and water samples;
 - remove, treat and/or dispose of contaminated soils and water;
 - remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
 - install, operate, and remove remedial equipment;
 - install and remove utility connections;
 - trenching for connection of remediation wells to equipment; and
 - conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b),

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RESTORATION PERMIT PROGRAM

Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the

Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?

Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES NO

Ernest M. Nepe

Signature of each Property Owner

Aaron M. Gevers

Signature of Witness

ERNEST M. NEPE

Print Name

Date

11-16-15

Aaron M. Gevers

Print Name

Date

11-16-15

1550 Avenue C, 3rd Floor, Riviera Beach, FL 33404

Property Owner Mailing Address

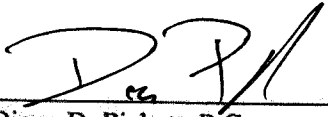
561-840-1976

Property Owner Telephone or Cell Phone Number

mclark@vikingcommunication.com


Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:



Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

11/19/15
Date



Signature of Witness

Rebecca Marx 11/19/15
Print Name Date

Attachments: Exhibit A- Legal description of the Property and FDEP Coordinates (Degrees Minutes Seconds) for Facility.

Attachment A

Short Legal Description: RIVIERA LTS 13 THRU 16 & LT 17 (LESS SW TRGLR PAR W
13TH ST R/W) & LT 18 (LESS W 15 FT US HWY NO 1 & SW TRGLR PAR W 13TH

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8513827:

Latitude 26⁰ 46' 26.6500 "
Longitude 80⁰ 3' 16.4400"

JRH

Exhibit B

All Agency Term Contractors (ATCs) working at a site where Speedway (or formerly Hess) is the Responsible Party must follow the following directions during waste manifesting:

Per the direction of Ms. Rebecca Robinette, Senior Assistant General Counsel for the FDEP: "ATC is to sign on behalf of the FDEP and the "Generator's Name & Mailing Address" box should be completed in the following manner:

ATC Contractor Name on behalf of
 Fl. Dept. of Environmental Protection
 2600 Blair Stone Rd., MS _____
 Tallahassee, FL 32301- _____"

All generated waste must be disposed of at one of the following Speedway-approved waste disposal facilities:

Speedway Approved Waste Facilities

Facility Name	Location	State
Clark Environmental	Mulberry	FL
Cliff Berry Inc.	Miami	FL
Springhill Regional Landfill (Waste Management)	Campbellton	FL
Perma-Fix of Florida, Inc.	Gainesville	FL
Heritage Crystal Clean (FCC Environmental /US Filter/Siemens)	Plant City	FL
Monarch Hill FKA Waste Management - central disposal	Pompano Beach	FL
Waste Management - Okeechobee Landfill	Okeechobee	FL
Atlas-Transoil, Inc. dba KleenSoil	Palmetto	FL
Raider Environmental Services Inc	Opa Locka	FL
Waste Management - Pine Ridge Landfill	Winter Garden	FL
Waste Management Delta Homestead C&D Facility	Homestead	FL
Water Recovery LLC	Jacksonville	FL
Clean Earth of Southern Florida	Moorehaven	FL
American Compliance Technologies (ACT) Environmental & Infrastructure Inc	Bartow	FL
Waste Management - Trail Ridge Landfill Inc.	Baldwin	FL

Speedway Environmental Representative Contact Info: Brian C. Davis - (937) 863-6919 - bcdavis@speedway.com

Ernest M. Sepa

 Property Owner Signature

11-16-15

 Date