

**FIRST AMENDMENT OF GROUND LEASE
EVENT CENTER**

This FIRST AMENDMENT is made and entered into as of _____, 2016 (this "Amendment"), between the CITY OF RIVIERA BEACH, a Florida municipal corporation existing under the laws of the State of Florida ("Landlord"), and RIVIERA BEACH EVENT CENTER, LLC, a Florida limited liability company ("Tenant" or "Project LLC").

WITNESSETH:

WHEREAS, Riviera Beach CDE, Inc., a Florida not-for-profit corporation (the "CDE"), is the sole member of Project LLC; and

WHEREAS, the CDE is a 501(c)(3) corporation consisting of City employees, the Riviera Beach Community Redevelopment Agency employees and City business owners, which was established to facilitate redevelopment in an area that has been determined to be slum and blight; to provide investment capital to low income communities or persons of low income; and to engage in other community development activities for neighborhood improvement, and community and economic development, by providing sustainable job opportunities for low income residents; and

WHEREAS, Landlord and Tenant are parties to that certain Event Center Ground Lease dated as of July 2, 2014 (the "Lease") pertaining to certain premises commonly known as the Event Center located in the City of Riviera Beach Marina, and as more particularly described in the Lease; and

WHEREAS, the parties now desire to amend the Lease as hereinafter set forth; and

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

Section 1. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Lease. As used in this Amendment, the defined term "Lease" shall mean the Lease as defined in the first recital of this Amendment and, as the context of this Amendment may require, the Lease as amended by this Amendment.

Section 2. That section 2, entitled "Rent" is hereby amended as follows (underlined is added; ~~stricken through~~ is deleted):

(a) Rent and Place of Payment. Within fifteen (15) business days following the Effective Date of this Lease, Tenant shall pay to Landlord as rent Fifty and 00/100 (\$50.00) payable at the rate of One Dollar and 00/100 per year ("Rent"), payable in advance for the fifty (50) year term. Rent must be payable to Landlord at 600 West Blue Heron Blvd., Riviera Beach, Florida, 33404, Attention: Finance Director. The Landlord may designate a different payment

address at any time and such different payment address shall be where the payments must be paid under this Lease.

(b) Net Lease. This Lease is what is commonly referred to as a “Net, Net, Net” or “triple net lease.” It is the purpose and intent of Landlord and Tenant that the Rent herein reserved shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid during the term of this Lease without any diminution, reduction, deduction, counterclaim, setoff or effect whatsoever, and that all costs and expenses including, but not limited to, Common Area Expenses (as defined below), real estate taxes, special assessments, sales taxes, personal property taxes, licenses and permits, intangible taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises (including any personal property used in the operation thereof) which may arise or become due during the term of this Lease (collectively, “Additional Rent”), shall be paid by Tenant directly to the parties who are owed such amounts and that Landlord shall be indemnified and saved harmless by Tenant from and against the same. Notwithstanding the foregoing, Tenant shall pay the real estate taxes, directly to the proper taxing authorities as provided herein.

(c) Payment of Common Area Expenses. It is agreed between Landlord and Tenant that notwithstanding the foregoing, that the Common Area Expenses will eventually be a “pass through” expense which will ultimately be borne by Tenant’s sub-tenants for the Leased Premises as part of the Rent that Tenant will receive under its Leases with sub-tenants. However, it is also contemplated that there will be a period of time during construction and development of the New Marina Uplands Premises where Tenant will not be able to “pass-through” the Common Area Expenses to the sub-tenants. Until such time as the New Marina Uplands are completed or Tenant has sufficient “pass through” revenues to cover the Common Area Expenses, whichever comes first, Landlord agrees to pay the Common Area Expenses for the Leased Premises. Notwithstanding the foregoing, Landlord’s obligation to pay the Common Area Expenses shall not exceed \$131,578.00 (“CAM Rate”) for the remainder of 2016. Thereafter, for Fiscal year 2016/2017, the CAM Rate shall not exceed \$271,051, and shall not increase by more than 3% annually thereafter. Any Common Area Expenses in excess of these amounts shall be the responsibility of Tenant.

(d) In addition to and in consideration of Landlord’s agreement to pay the Common Area Expenses during construction as set forth above, Landlord and Tenant agree that there is a possibility that Tenant might realize income greater than its expenses in connection with the Leased Premises. In the event Tenant receives income greater than its expenses in any calendar year, and its capital account has accrued a positive balance, Landlord and Tenant agree that Landlord shall be entitled to receive twenty-five percent (25%) of any revenue greater than Tenant’s expenses.

(e) Common Area Expenses. The term “Common Area Expenses” shall mean all costs and expenses paid or incurred (if any) by Tenant or on Tenant’s behalf with respect to or by

reason of the repair, replacement, remodeling, maintenance and operation of the Premises, including without limitation, the following: (i) salaries, wages, benefits, and pension payments of employees employed by Tenant who work within the Leased Premises (not above the grade of building manager); (ii) payroll taxes, worker's compensation, uniforms, and related expenses for such employees; (iii) the cost of all charges for trash and garbage collection, electricity, water and all other utilities furnished to the Leased Premises (including, without limitation, the Common Areas) not separately metered to and/or paid for by sub-Tenant; (iv) the cost of painting, caulking, waterproofing and weatherproofing the building(s) and parking and/or parking garage structure(s) within the Leased Premises, together with the cost of restriping within the parking and/or parking garage structure(s) and other portions of the Leased Premises; (v) the cost of all premiums for insurance and endorsements thereon including, but not limited to, fire and extended coverage, rents, liability and fidelity with regard to the Leased Premises; (vi) the cost of all supplies, tools, materials and equipment; (vii) the cost for window and other cleaning and janitorial services, as well as any security systems and services and any other services provided by Tenant; (viii) amounts incurred by Tenant and amounts charged to Tenant by contractors for labor, services, materials and supplies furnished in connection with the operation, maintenance, repair and replacement of any part of the Leased Premises, (ix) the cost of service contracts with independent contractors; (x) the costs, amortized based on a schedule prepared by Tenant, of any capital improvements to the Leased Premises and the cost of any machinery or equipment installed within the Leased Premises, which costs are not otherwise included in Common Area Expenses and: (A) which have the effect of reducing the expense which otherwise would be included in the Common Area Expenses, or (B) which are required by law; (xi) costs and expenses of painting, refurbishing, re-carpeting, redecorating and replacing any portion of the Common Areas of the Leased Premises; (xii) costs and expenses of landscape maintenance and replacement of flowers, shrubbery, trees and grass; (xiii) costs and expenses of repairs and replacements to the roof and structural parts of buildings and other improvements within the Leased Premises; (xiv) costs and expenses of repairing and replacing wearing surfaces, paved areas, ramps, streets, sidewalks and courtyards; (xv) costs and expenses of repairing and replacing benches, fountains, sculptures, seating areas, and other amenities; (xvi) reasonable and necessary professional fees except to the extent attributable to leasing of the Leased Premises, enforcement of leases against tenants and financing or sales of the Leased Premises; (xvii) any cost of repairing, or replacing, any damage caused by fire or other casualty which damage is not covered under any of Tenant's insurance policies and which costs for repairing, or replacing, such damage shall also include deductibles (if any) under said insurance policies; (xviii) all other reasonable and necessary costs, expenses and charges properly allocable to the repair, replacement, operation and maintenance of the Leased Premises; (xix) all sales and other taxes, fees and other charges imposed on any item(s) included in Common Area Expenses; (xx) management fees as may be adjusted from time to time in Tenant's commercially reasonable judgment, whether or not such function is performed by an independent management company, other independent entity, or by Tenant, (xxi) the cost of operating, maintaining, repairing and replacing the central chiller system

which furnishes cooled air to the Buildings and other parts of the Leased Premises, which costs shall include, without limitation, the costs and expenses to maintain, repair and replace chillers, air handlers, pipes and all other equipment, facilities and machinery associated with the chilled water air conditioning system, (xxii) the costs of operating the chilled water air conditioning system, including, but not limited to, costs and expenses of electricity and water used therefor, and (xxiii) the fair market rent of any space within the Project used as a management office for the Project. There shall also be included in Common Area Expenses the depreciation of any item which is included in this Section.

(e) (f) Rent and Additional Rent. All monies due under this Lease shall be considered Rent or Additional Rent.

Section 3. In all other respects, the remainder of the Ground Lease 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 Ground Lease and this Amendment, the Amendment shall control.

**[Remainder of Page Intentionally Left Blank -
Signatures on Following Page(s)]**

FIRST AMENDMENT – EVENT CENTER GROUND LEASE

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

RIVIERA BEACH EVENT CENTER, LLC,
a Florida limited liability company

Riviera Beach CDE, Inc.,
A Florida not for profit company

Witness

Witness

By: _____
Tony Brown, its managing
member

STATE OF FLORIDA
COUNTY OF PALM BEACH

On _____, 2016, before me, _____, Notary Public, personally appeared Tony Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he signed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

CITY OF RIVIERA BEACH, FLORIDA

ATTEST:

By: _____
Thomas A. Masters, Mayor

By: _____
Claudene Anthony, CMC
City Clerk

Approved as to form and legal sufficiency

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

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

On _____, 2016, before me, _____, Notary Public, personally appeared Thomas A. Masters, Mayor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he signed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____