



# Southgate Complex

## Lease

THIS LEASE is entered into as of \_\_\_\_\_, 2018, by and between Port of Palm Beach District, a special taxing district of the State of Florida, hereinafter called the "District," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240) and **PARADISE CRUISE LINE OPERATOR LTD.**, A Bahamas International Business Company, and **CLASSICA CRUISE OPERATOR LTD.**, A Bahamas International Business Company, who are together hereinafter referred to as the "Lessee", having an address of 431 Fairway Drive, Deerfield Beach, FL 33441 and a fax number of (954) 598-0658.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said DISTRICT does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises ("Premises"), to be used and occupied by the Lessee only for the uses specifically set forth herein, and for no other purposes or uses whatsoever, upon the following terms:

**Section 1** PREMISES:

	<b>Unit Number</b>	<b>Square Footage</b>
Mezzanine Office #	N/A	N/A
Receiving Office (RO) #	102	450
Warehouse Bay #	2 & 3	18,800

as depicted on attached Exhibit A, for the property referred to as the SOUTHGATE COMPLEX.

**Section 2** COMMENCEMENT DATE: The Commencement Date hereunder shall be May 1, 2018.

**Section 3** TERMINATION DATE: This Lease shall be co-terminus with the last to terminate of (i) that certain Operating Agreement by and between Port of Palm Beach District and Paradise Cruise Line Operator Ltd., A Bahamas International Business Company, dated January 19, 2017 ("Operating Agreement") and (ii) that certain Multi-Vessel Operating Agreement between and among Port of Palm Beach District, Paradise Cruise Line Operator Ltd., A Bahamas International Business Company and CLASSICA CRUISE OPERATOR LTD., A Bahamas International Business Company dated August 17, 2017 ("Multi-Vessel Operating Agreement").

The parties hereto ratify and confirm the Operating Agreement, as amended and the Multi-Vessel Operating Agreement, and further agree that a default of this Lease, the Operating Agreement, as amended or the Multi-Vessel Operating Agreement, shall constitute a default of all of them. This paragraph of Section 3 shall survive termination of this Lease.

Lessee agrees that the Third Party Depositor shall execute Attachment 3, to this Lease.

**Section 4 SUMMARY OF CHARGES and AMOUNT DUE AT SIGNING**

<b>Charge</b>	<b>Initial Amounts Per Square foot, annually</b>	<b>Per Month</b>	<b>Annual</b>	<b>Amount Due at Signing</b>
Base Rent Mezzanine Office	N/A	N/A	N/A	N/A
Base Rent Receiving Office	\$10.00	\$375.00	\$4,500.00	\$375.00
Base Rent Warehouse	\$6.50	\$10,183.33	\$122,200.00	\$10,183.33
CAM (Section 10)	\$1.67 office	\$62.63	\$751.50	\$62.63
	\$0.88 wh	\$1,378.67	\$16,544.00	\$1,378.67
Casualty Insurance (Section 14)	N/A	\$1,178.05	\$14,136.59	\$1,178.05
Payment Related to Property Taxes (Section 16),	N/A	\$2,350.00	\$28,200.00	\$2,350.00
	Subtotal	\$15,527.68	186,332.09	\$15,527.68
Sales Tax (Section 5)	6.8%	\$1,055.88	\$12,670.58	\$1,055.88
Security Deposit				
Total		\$16,583.56	\$199,002.67	\$16,583.56

**Section 5 PAYMENT:** Rent and other charges shall be payable in equal monthly installments, in advance, on the first day of each month beginning with the Commencement Date, at the offices of DISTRICT. As used in this Lease, the terms “Rent” and “Rental” shall mean and include, the Base Rent and all other amounts of every kind and nature to be paid by Lessee under this Lease. Lessee shall pay all sales, use and like taxes thereon imposed on Rent by any authority having jurisdiction.

All other charges not specifically provided for under this Lease, shall be chargeable and paid by

Lessee in accordance with the then current Tariff of the Port of Palm Beach District. DISTRICT makes no representation regarding future Tariff rates or other charges unless specifically set forth herein, and Lessee acknowledges that the Tariff rates can change at any time, and that the same shall not be a basis for avoiding this Lease. Lessee further acknowledges that other Port tenants and non-Port tenants may have rates set at other than Tariff, and may pay varying rental amounts, and that the same shall not be a basis for avoiding this Lease.

**Section 6** RENTAL ADJUSTMENT: On the first and all subsequent anniversaries of this Lease, the Base Rent hereunder for that year shall be adjusted in the amount of any change in the Index from the last day of the third calendar month preceding the year just ending to the last day of the third calendar month preceding the year just commencing; provided, however, that Base Rent shall never be less than the Base Rent applicable to the year just ending, with a minimum upward adjustment of 3% and a maximum upward adjustment of 5%. The Index shall mean the index now known as "United States Bureau of Labor Statistics, Consumer Price Index for Urban Consumers (South 1982-84 = 100)". If the publication of the Index specified herein is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical reasonably selected by DISTRICT shall be substituted. If the Index figures are not known at the time that any adjustment based thereon is due, those figures shall be reasonably estimated by DISTRICT based on the most recently published monthly Index figures. If DISTRICT is entitled to an increase in any amount due or to become due hereunder, DISTRICT shall send a written notice to LESSEE, together with the applicable Index figures, setting forth the computations for the increase. Failure to send any such notice of increase timely shall not constitute a waiver, or form the basis for a claim or defense of estoppel, as to any amounts due from the date that any such increase would have been otherwise applicable.

**Section 7** USE: LESSEE shall use the Premises only for the following purposes: uses in connection with the Operating Agreement and the Multi-Vessel Operating Agreement. Under no circumstances shall any person reside on the Premises. The term "reside" shall mean remaining on the Premises continuously for more than forty eight hours without a continuous absence of at least ten hours in such 48 hours. Lessee agrees to be bound the policies, procedures, rules and regulations ("Regulations") from time to time adopted for the Premises. Without limitation, these Regulations may include limitations and or restrictions on signage, odor, fumes, environmental hazards, noise, weight, types of cargo permitted within the Warehouse, vehicles inside the Warehouse, security, animals, and parking of vehicles and equipment in the parking areas surrounding the building of which the Premises are a part.

**Section 8 IMPROVEMENTS:** The Premises are being leased AS-IS. Lessee has made all such inspections of the Premises as it deems appropriate.

**Section 9 UTILITIES:** All utilities separately metered or separately allocated (by DISTRICT) and billed to Lessee shall be paid by Lessee.

**Section 10 COMMON AREA EXPENSES:** As used herein, the term Pro Rata Share shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is **46,557**. CAM shall be adjusted as of January 1 of each year of this Lease.

In addition to other amounts to be paid by Lessee hereunder, Lessee shall pay, on a monthly basis together with Base Rent, its Pro Rata Share of the expenses (“Common Area Expenses”) set forth in this Section. Where actual figures are not yet available, DISTRICT shall make an estimate thereof. Where any of the following amounts are so estimated, the same shall be adjusted between the parties when the actual figures are known:

**a) JANITORIAL:** Cleaning of the building (not including Mezzanine Offices, Receiving Offices and Warehouse Bays), truck docks, and the surrounding parking areas, including the public parking areas to the east of the building.

**b) SOLID WASTE AUTHORITY CHARGES.** Solid waste authority charges allocable to office space leased (if any). (All other solid waste charges shall be paid directly by Lessee, and if not paid directly by Lessee, shall, upon receipt of billing to District, shall be reimbursed by Lessee upon pass-through billing to Lessee.)

**c) UTILITIES:** To the extent furnished to the building and surrounding parking areas, and not separately billed or allocated to other tenants.

**d) LANDSCAPING:** For maintenance and replacement of landscaping around the building and the surrounding parking areas, including the public parking areas to the east of the building.

**e) HVAC Systems:** Repair, maintenance and replacement of all HVAC systems, not including filters for the portion of systems located within Premises.

**f) BUILDING REPAIR AND MAINTENANCE:** All repair, maintenance and replacements of the building (and its systems) of which the Premises are a part which repair and maintenance is not the responsibility allocated to tenants under a lease.

**g) OTHER:** Administrative and other personnel and other expenses reasonably allocated to operation of the Building.

**Section 11 PARKING:** There shall be no reserved or exclusive parking. Lessee’s employees shall park in such areas as are designated, from time to time, by DISTRICT.

**Section 12 SECURITY:** Lessee acknowledges that the building of which the Premises are a part are subject to security rules and regulations, as established from time to time by

DISTRICT, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as DISTRICT shall from time to time determine.

**Section 13 JANITORIAL:** Lessee shall provide full janitorial service to the Premises not less than weekly, shall maintain the Premises in a clean condition, at Lessee's expense. Persons and entities providing janitorial service to the Premises are subject to approval of the DISTRICT, and security and other requirements (as established from time to time by the DISTRICT), which security requirements shall or may include background checks and badging.

**Section 14 CASUALTY INSURANCE:** Casualty insurance applicable to the Premises for the building of which the Premises are a part, with an estimate (made in the discretion of the DISTRICT) payable 1/12th monthly, at the same time and in the same manner as Rent.

**Section 15 AMOUNTS DUE COLLECTIBLE AS RENT:** All amounts due hereunder for Taxes (Section 16), Insurance (Section 14), CAM (Section 10) and sales tax (Section 5) shall be considered as rent due and shall be collectible in the same manner as rent and shall be included in any lien for rent due and unpaid.

**Section 16 PAYMENT RELATED TO PROPERTY TAXES:** In addition to the Rent and other charges payable under this Lease, LESSEE shall pay to DISTRICT, monthly in advance, a Payment Related to Property Taxes. The Payment Related to Property Taxes shall be 1/12th of the Allocable Amount, as determined by the DISTRICT (pro rated for periods of less than a month) for the Premises.

In an instance where the term of the lease encompasses an entire calendar year of the lease, the Allocable Amount for that year shall be the ad valorem taxes actually due or to be due for that year (actual or estimated (by DISTRICT), and if estimated, adjusted when the actual taxes are known), and pro rated for the period of LESSEE's occupancy during that year. In an instance where the lease commences in a year where ad valorem taxes are not being assessed by governmental authorities having jurisdiction, the Allocable Amount for that year shall be an estimate of what the ad valorem taxes would be for that year had ad valorem taxes been assessed for that year, and pro rated for the period of LESSEE's occupancy during that year; provided that if the lease is for less than one year and terminates such that it does not extend into a year in which ad valorem taxes are assessed, then, all amounts collected as Payments Related to Property Taxes shall be refunded to LESSEE after offset for any amounts due DISTRICT from LESSEE.

DISTRICT shall notify LESSEE of the actual amount of taxes for the current year at least fifteen days prior to the last date on which the maximum discount can be obtained ("Maximum Discount Date"), and advise LESSEE of the balance due, and said balance due shall be paid within five days. Provided that LESSEE shall pay any balance due at least ten days prior to the Maximum Discount Date, DISTRICT shall pay the taxes on or before the Maximum Discount Date.

**Section 17 ASSIGNMENT:** The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the DISTRICT, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall

become the property of the DISTRICT and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

**Section 18 LESSEE'S PROPERTY:** All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and DISTRICT shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever.

**Section 19 SECURITY CAMERAS:** The District has the right, but not the obligation, to have security cameras in the Demised Premises. District may, but is not required to, permit Lessee to view images captured by the security cameras, but District has no obligation to retain footage for any period of time, or at all.

**Section 20 COMPLIANCE WITH LAWS:** Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Florida Department of Law Enforcement, the United States Coast Guard, Port of Palm Beach and all other federal, state and city government and of any and all their departments and bureaus having jurisdiction over the building of which the Premises are a part, and obtain and maintain all licenses necessary for Lessee's operations.

**Section 21 DAMAGE DUE TO CASUALTY:** In the event the Premises shall be destroyed or so damaged or injured by fire, flood, windstorm or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the DISTRICT shall have the right to render said Premises tenantable by repairs within ninety (90) days therefrom ("Repair Period"). If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, provided that notice of such cancellation is given in writing and within sixty days following the end of the Repair Period. If the building of which the Premises are a part have been destroyed or so damaged or injured by fire, flood, windstorm or other casualty during the term of this Lease, so as to render continuation of the Lease by DISTRICT impractical, then DISTRICT shall have the right to cancel this Lease provided that notice of such cancellation is given in writing to Lessee within sixty days following the date of the casualty.

**Section 22 LANDLORD'S LIEN:** In addition to all lien and other rights granted under Florida Statutes Chapter 83, the said Lessee hereby pledges and assigns to the DISTRICT all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the Rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said DISTRICT, and does hereby agree to pay DISTRICT's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the DISTRICT.

**Section 23 ENTRY ON LAND:** The DISTRICT, or any of his agents, shall have the right to enter said Premises during all reasonable hours to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said Premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs,

fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the building.

**Section 24**    **CONDITION ON TERMINATION:** Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said DISTRICT immediately upon demand, any damage to said Premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee, and Tenant shall quit and surrender the Premises, vacant and free of all tenancies and any leasehold rights therein and in good condition and repair, normal wear and tear and casualty excepted, broom clean and in compliance with the terms of this Lease, and shall surrender all keys for the Premises to DISTRICT at the place then fixed for the payment of rent.

**Section 25**    **DAMAGE BY WATER:** It is expressly agreed and understood by and between the parties to this Lease, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the Premises.

**Section 26**    **BANKRUPTCY:** If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of the Lease term, the DISTRICT is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. DISTRICT may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting DISTRICT's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above-described property by virtue of this Lease.

**Section 27**    **WORK PERFORMED BY LESSOR FOR LESSEE:** It is further understood and agreed between the parties hereto that any charges against the Lessee by the DISTRICT for services or for work done on the Premises by order of the Lessee, or otherwise accruing under this Lease, shall be considered as Rent due and shall be included in any lien or Rent due and unpaid.

**Section 28**    **LATE FEES:** If Lessee shall fail to pay the monthly installment of Base Rent or any additional payment as required herein to DISTRICT, so that DISTRICT shall not receive same within five (5) days of the date when the amount is due and payable, a late charge of five percent (5%) of the total amount past due, or a minimum of One Hundred and no/100 Dollars (\$100.00), whichever is greater, shall be paid by the Lessee to the DISTRICT per month, or portion of each month such item(s) is unpaid and still due. In addition to the aforesaid late charge, the Lessee shall pay interest at the rate of eighteen percent (18%) commencing five (5) days after the amount past due was payable by the terms hereof until the date DISTRICT received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by DISTRICT in regard to such collection efforts.

**Section 29** MONETARY DEFAULTS: If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the DISTRICT, DISTRICT in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or otherwise herein, which shall include, but not be limited to, recovery of all remaining Base Rent due or to become due and all other amounts due or to become due as Rent under this Agreement. Billing by the DISTRICT shall constitute written notice hereunder.

**Section 30** NON-MONETARY DEFAULTS. In the event Lessee shall (a) be adjudged bankrupt; or (b) make an assignment for the benefit of its creditors; or (c) violate or fail to perform any of the agreements herein contained, except as set forth under "Monetary Defaults", above, and shall (unless notice and or demand are specifically dispensed with under other terms of this Agreement) fail to cure the default as to such agreements within ten (10) days after written notice from DISTRICT, DISTRICT in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or equity or otherwise herein, which shall include, but not be limited to, the remedies provided in "Monetary Defaults", above. Notwithstanding the foregoing, and matter involving safety, security shall be addressed and cured without delay.

**Section 31** OTHER REMEDIES: The remedies for which provisions are made in this Paragraph shall not be exclusive and shall be in addition to other remedies provided by law or equity, including without limitation, specific performance and injunctive relief, and DISTRICT may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including DISTRICT's rights to make claim against any financial guaranties provided for herein, e.g. guaranties, bonds and/or letters of credit given in connection with vessel agency or stevedoring.

**Section 32** LIABILITY INSURANCE: Lessee shall obtain public liability insurance from an insurance carrier satisfactory to Lessor to protect against loss from liability imposed by law for all damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of Lessee, or any person acting for it or under its control or direction, at the Premises, the building of which the Premises are a part, or any property of Lessor, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of any of the foregoing. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of not less Five Million Dollars (\$5,000,000.00) for any property damage or loss from any one (1) accident, and not less than Five Million Dollars (\$5,000,000.00) for injury to any one (1) person and not less than Five Million Dollars (\$5,000,000.00) from any one (1) accident combined, single limit. Lessor reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Agreement as Lessor should determine to be commercially reasonable. Each such liability insurance policy shall be of the type commonly known as Owner's Landlord's and Tenant's Insurance, but provide the extended coverage required herein above.

Lessee shall deliver to Lessor a copy of the binder of all insurances required of Lessee hereunder, and duplicate originals of the policy itself, and certificates evidencing the existence of the necessary insurance policies. All insurance policies contemplated herein to be maintained by

Lessee shall insure Lessor and Lessee as their respective interests may appear, and shall show Lessor as a named insured. All such policies required to be maintained by Lessee shall be issued by companies qualified to write insurance in the State of Florida and possessing a rating of A-3A (or higher), by Best's Insurance Rating. The cost of premiums of all such policies of insurance as herein required to be maintained by Lessee shall be paid by Lessee. Any policy required hereunder to be maintained by Lessee or actually maintained by Lessee shall contain a clause that the insurer shall not cancel or change the insurance policy without first providing ten (10) days prior written notice to Lessor. Not less than thirty (30) days prior to the expiration of any insurance required herein to be maintained by Lessee or actually carried by Lessee, Lessee shall deliver to Lessor a copy of the certificate of renewal thereof.

**Section 33** Lessee shall not use the Premises in any manner, even in Lessee's use for which the Premises are leased, that will increase risks covered by insurance on the Premises so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the Premises. Lessee further agrees not to keep the Premises or permit to be kept, used or sold or transferred thereon, anything prohibited by the policy of fire insurance covering the Premises. Lessee shall comply, at Lessee's own expense, with all requirements of insurers necessary to keep in force the fire and public liability covering the Premises.

**Section 34 INDEMNIFICATION:** DISTRICT shall not be liable for any damage or injury to any person or property whether it be Lessee's agents, guests, invitees, or otherwise by reason of Lessee's occupancy of the demised Premises or because of fire, flood, windstorm, acts of God or for any other reason, except its own gross negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless DISTRICT from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person(s) which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, or by reason thereof, or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided, however, the Lessee shall not so indemnify and hold harmless as to the loss or damage due to the gross negligence or willful misconduct of DISTRICT, DISTRICT's employees, agents, guests, or invitees.

**Section 35 NON-RECORDATION:** This Lease shall not be recorded except by DISTRICT, in DISTRICT's sole discretion.

**Section 36 SUBORDINATION:** This Lease and all rights of Lessee are subject and subordinate to the mortgages or other instruments of security which do now or may hereafter cover the Premises or any interest of DISTRICT therein, and to any and all advances made on the security thereof. This provision is hereby declared self-operative. Lessee agrees to execute any subordination agreement required by any lender loaning money to DISTRICT secured by the Premises. Further, upon request of DISTRICT, Lessee shall certify the status of this Lease in writing, including in such certification, the term, the annual Rental, the amounts of any deposits claimed to have been hereunder, and whether or not Lessee is claiming any then current breaches or defaults by DISTRICT, and if so, the precise nature of such breaches or defaults.

**Section 37 IMPROVEMENTS:** All improvements shall be subject to the prior written consent of the DISTRICT, and the permitting requirements of the Port of Palm Beach District, and all governmental authorities having jurisdiction, and all of the same shall be at Lessee's sole cost and expense. Lessee shall obtain all other necessary permits from other governmental authorities

having jurisdiction prior to commencing any improvements requiring such permits. Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify DISTRICT against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments or encumbrances caused by Lessee. In the event any such lien shall be made or filed, Lessee shall bond against or discharge the same within five (5) days after the same have been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for rent. Lessee shall not have any authority to create any liens for labor or materials on the DISTRICT's interest in the Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Lessee's interest in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. Lessee agrees, at the request of DISTRICT, to execute a memorandum setting forth the above to be recorded in the public records.

**Section 38 CONDEMNATION:** It is agreed by and between the parties that if the whole or any part of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to, and be the property of, DISTRICT.

**Section 39 NOTICES:** All notices, requests, approvals, consents and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail; or if personal delivery, at the time of delivery, or if by national overnight courier one day service addressed to the respective addresses stated below, then such notice, request or other communication shall be deemed to have been given one (1) business day after being sent by national overnight courier, or if by facsimile, upon completion of transmission as evidenced by successful fax transmission notice, and addressed as follows:

AS TO LESSOR: At its address as set forth herein

WITH A COPY TO: Gregory C. Picken, Esq.  
Gary, Dytrych & Ryan, P.A.  
701 U.S. Highway One, Suite 402  
North Palm Beach, Florida 33408

AS TO LESSEE: At its address set forth herein.

**Section 40 ATTORNEYS FEES:** In connection with any litigation arising out of this Lease, it is agreed that the prevailing party shall be entitled to recover their reasonable attorney's fees and costs incurred, including those at the appellate level.

**Section 41 VENUE: CONTROLLING LAW:** Venue in any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

**Section 42 SUCCESSORS AND ASSIGNS:** This contract shall bind the DISTRICT and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

**Section 43 TIME OF THE ESSENCE:** It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

**Section 44 RIGHTS CUMMULATIVE.** The rights of the DISTRICT under this Lease shall be cumulative, and failure on the part of the DISTRICT to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**Section 45 WAIVER OF NOTICE.** The Lessee specifically waives all of its rights to receive any kind of written notice from DISTRICT as may otherwise be afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

**Section 46 RADON:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit pursuant to Florida Statutes §404.056(8).

**Section 47 REPAIRS AND MAINTENANCE:** Lessee shall be responsible for (i) all plumbing apparatus and, to the extent caused in whole or in part by Lessee, correcting stoppages of plumbing, (ii) all repairs, replacement and maintenance of the Premises, (iii) filters for HVAC systems located in the Premises. Any damage or destruction to the Premises, or any property of

the DISTRICT, wherever located, caused as a direct or indirect result of the Lessee, shall be the Lessee's sole responsibility.

**Section 48** DISCRIMINATION: Lessee shall not discriminate against any person, employee, or applicant for employment because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

**Section 49** SIGNAGE. Lessee's signage shall be limited to a sign next to or on the door to the Premises, containing Lessee's business name. DISTRICT shall have the right to control the location and style of sign.

**Section 50** FACILITIES; ACCESS: DISTRICT makes no representations regarding the continuation of the availability of any facilities or services at the Port of Palm Beach District, or any specific route for access to the Premises; provided however, that access to the Premises shall be permitted to Lessee over such routes as the DISTRICT shall determine from time to time.

**Section 51** PUBLIC ENTITY CRIMES AFFIDAVIT: Concurrent with execution hereof, PARADISE CRUISE LINE OPERATOR LTD., shall execute the PUBLIC ENTITY CRIMES Affidavit attached hereto as ATTACHMENT 1, and CLASSICA CRUISE OPERATOR LTD. shall execute the PUBLIC ENTITY CRIMES Affidavit attached hereto as ATTACHMENT 2, the truth of which shall be a condition to the effectiveness of this Agreement.

**Section 52** CONTROLLING LAW; VENUE. In any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:  
PORT OF PALM BEACH DISTRICT

\_\_\_\_\_  
Printed Name of BY \_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of  
Witness: \_\_\_\_\_

LESSEE:  
**Paradise Cruise Line Operator Ltd., A  
Bahamas International Business Company**

\_\_\_\_\_  
Printed Name of BY \_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of  
Witness: \_\_\_\_\_

LESSEE:  
**CLASSICA CRUISE OPERATOR LTD., A  
Bahamas International Business Company**

\_\_\_\_\_  
Printed Name of BY \_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of  
Witness: \_\_\_\_\_

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or who produced Florida Driver's license as identification, as \_\_\_\_\_ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or who produced Florida Driver's license \_\_\_\_\_ as identification, as \_\_\_\_\_ of Paradise Cruise Line Operator Ltd., A Bahamas International Business Company.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or who produced Florida Driver's license \_\_\_\_\_ as identification, as \_\_\_\_\_ of CLASSICA CRUISE OPERATOR LTD., A Bahamas International Business Company.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

**ATTACHMENT 1**  
**SWORN STATEMENT**

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION  
OR YOUR RESPONSE TO THE RFP WILL BE REJECTED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT (“PORT”) by \_\_\_\_\_ whose business address is \_\_\_\_\_, and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_).

I understand that a “public entity crime” as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that a “convicted” or “conviction” as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Florida Statutes §287.133(1)(a),

Means:

- a) A predecessor or successor of a person convicted of a public entity crime: or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Florida Statutes §287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statements apply.]

(A) \_\_\_\_\_ **(No Convictions)** Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(B) \_\_\_\_\_ **(Convictions)** The entity submitting this Sworn Statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. **[PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

\_\_\_\_\_ (Signature of person signing)

\_\_\_\_\_ (Printed name of person signing)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ (Title) of Paradise Cruise Line Operator Ltd., A Bahamas International Business Company on behalf of the entity. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, Commission No. \_\_\_\_\_

SEAL

\_\_\_\_\_  
Name of Notary, typed, printed or stamped

**ATTACHMENT 1**  
**SWORN STATEMENT**

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION  
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PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT (“PORT”) by \_\_\_\_\_ whose business address is \_\_\_\_\_, and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_).

I understand that a “public entity crime” as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that a “convicted” or “conviction” as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Florida Statutes §287.133(1)(a),

Means:

- a) A predecessor or successor of a person convicted of a public entity crime: or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Florida Statutes §287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statements apply.]

(C) \_\_\_\_\_ **(No Convictions)** Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(D) \_\_\_\_\_ **(Convictions)** The entity submitting this Sworn Statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. **[PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

\_\_\_\_\_  
(Signature of person signing)

\_\_\_\_\_  
(Printed name of person signing)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_(Title) of CLASSICA CRUISE OPERATOR LTD., A Bahamas International Business Company on behalf of the entity. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, Commission No. \_\_\_\_\_

SEAL

\_\_\_\_\_  
Name of Notary, typed, printed or stamped

ATTACHMENT 3

(Agreement of Third Party Depositor)

For good and adequate consideration, including the agreements made by DISTRICT herein which are for the benefit of an entity in which the undersigned has a direct or indirect, but valuable interest, the undersigned herewith agrees to the provisions of **Error! Reference source not found.** of the Agreement, with respect to the Security Deposit, and waives, notice and demand as to any amounts drawn from the Security Deposit, agrees that any litigation in connection with this agreement shall be in Palm Beach County, Florida, that Florida law shall apply, waives trial by jury in connection all matters arising out of this agreement, and that the prevailing party shall be entitled to attorneys fees and costs. The undersigned further agrees that the Operating Agreement can be modified and amended at any time without impairing the obligations of the undersigned, and without the consent of or notice to the undersigned.

\_\_\_\_\_  
Kevin Michael Sheehan  
THIRD PARTY DEPOSITOR  
Witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_