

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM G-2**

PREPARED BY: Jarra Kaczwarra July 19, 2018
Senior Director, Business Development & Communications

SUBJECT: SSI LUBRICANT, LLC
Approval of MOC Lease

BACKGROUND: SSI is an active Port licensed bunkering company and has been working at the Port providing bunkers to Port tenants for 13 years. The interest of SSI to have an established office and presence at the Port comes with their commitment to provide professional service and onsite personnel to those Port tenants they serve.

Prime terms of the SSI lease are provided in the attached for the 4th floor MOC office lease.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: \$195,330 (Initial 3-year term)

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the SSI Lubricant, LLC MOC Lease and provide for final execution by the Executive Director.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

LEASE
(Maritime Office Complex)

THIS LEASE is entered into as of the July ____, 2018, by and between **Port of Palm Beach District**, a special taxing district of the State of Florida, hereinafter called the "Lessor," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240) and SSI Lubricants, LLC, a Florida Limited Liability Company, hereinafter called the "Lessee", having an address of One East 11th Street, #422, Riviera Beach, FL 33404.

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 Lessor does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises ("Premises") upon the following terms:

A. PREMISES: 3,529 square feet of office space, as set forth on EXHIBIT A, attached hereto.

B. COMMENCEMENT DATE: The Commencement Date hereunder shall be September 1, 2018, regardless of the date on which Lessee shall complete its improvements, if applicable.

C. TERMINATION DATE: Three (3) calendar years from Commencement Date, at midnight, subject to renewals, if provided for herein.

D. ANNUAL RENT: Rent for the Initial three year term of this Lease shall be fixed at Eighteen Dollars and Forty-Five Cents (\$18.45), per square foot annually (the "Base Rent"), payable monthly, in advance, on the first day of each month beginning with the Commencement Date, at the offices of Lessor. The Base Rent and all other amounts payable by Lessee hereunder shall bear sales tax to be paid by Lessee. All other charges shall be in accordance with the then current Tariff of the Port of Palm Beach District.

E. RENT CREDIT: Lessee is taking the Premises as-is, and shall be responsible for putting the Premises into useable condition. In exchange for Lessee putting the Premises into useable condition (the "Lessee's Improvements"), Lessee shall receive a one-hundred percent (100%) credit against all Base Rent otherwise payable for the first three months of the Initial Term, however, all additional expenses required to be paid by Lessee hereunder, such as monthly real estate tax escrow payments, shall not be waived during this three month period. When Lessee has completed the Lessee's Improvements, Lessor shall replace the ceiling tiles and light fixtures in both Rooms 419-422 and in the kitchenette, and Lessor shall also construct a dividing wall between the Premises and Suite 400.

F. OPTION FOR SUITE 400: Lessee shall have the option, during the Initial Term only, to add Suite 400 to the terms of this Lease, at the same per square foot rental and other terms of this Lease; provided, this option shall terminate sooner in the event that Lessor gives Lessee thirty days written notice that Lessor has another tenant for Suite 400 and provides a term sheet for the offer ("Third Party Offer"), and Lessee fails to exercise its option within said thirty day period, and further, Lessee must add the Suite at the same per square foot rate and annual rent

adjustments as are contained in the Third Party Offer, but the other terms of the Third Party Offer shall not be applicable. Furthermore, upon Lessee's exercise of the option, Lessee shall be entitled to a maximum of three (3) additional parking spaces. Upon exercise of the option by Lessee, Lessor shall have, at Lessor's election, the right to delay delivery to Lessee of possession of Suite 400 for up to 60 days from Lessee's notice of exercise. Notwithstanding the foregoing, Lessor shall have the right to grant temporary use of all or portions of Suite 400 to others during the term of the option, provided that Lessor shall include in such agreements for use, the obligation of the user to vacate the Suite upon thirty (30) days written notice.

G. USE: The Premises shall be used and occupied by the Lessee only for use as office space. Notwithstanding the fact that Section 1 of this Lease prohibits assignment and subletting, it shall not be considered an assignment or subletting if Lessee, enters into arrangements with one or more third parties for such third parties to make use of offices within the Premises under the following conditions and limitations:

- a. Any such arrangement shall be subject to termination on 15 days' notice by Lessee.
- b. All such third parties must meet security requirements of the Lessor.
- c. All such third-party arrangements shall be in accordance with the use limitations of this Paragraph G.
- d. The aggregate square footage to be used by third parties shall not exceed 15% of the total square footage leased hereunder, and there shall not be more than 5 additional parties authorized at any time to access the Premises as a result of all such arrangements.
- e. The right for Lessee to enter into additional arrangements shall terminate on the first to occur of (i) the option rights granted to Lessee under Paragraph F hereof have expired, or (ii) Lessee having exercised its option rights under Paragraph F.
- f. Lessee shall indemnify Lessor for losses suffered by Lessor as a result of the actions of said third parties and their invitees.
- g. All third party arrangements shall show the use for which the third party is permitted to use the area allocated to them, and shall be terminable on fifteen days notice from Lessee. Lessor shall, upon request, have the right to review and approve any intended third party arrangement prior to Lessee entering into the arrangement. In the event that Lessor shall not disapprove within fifteen days of receipt of the third party arrangement, Lessor shall be deemed to have approved the third party arrangement. Lessee shall terminate any arrangement within fifteen days of demand of Lessor.
- h. Total charges by Lessee to a third party cannot exceed \$1.50 per square foot, per month, plus the cost of services provided by Lessee to said third parties.

H. RENEWALS: Lessee shall have three (3) options to extend the term of this Lease, each for an additional three (3) year term. The Lessee may exercise each such option by giving

written notice to the Lessor at least one hundred eighty (180) days prior to the end of the then current term, provided, however, that the right to exercise such option to renew is contingent upon Lessee being current on all provisions of this Lease.

I. **BASE RENT ADJUSTMENTS:** Base Rent for the first year of the first exercised renewal option period shall be Nineteen Dollars and 00/00 (\$19.00) per square foot, which is a 3% increase from the previous year's rent of \$18.45 per square foot. Annual Base Rent for each successive year thereafter, including the second renewal period, if exercised, shall increase by 3% per year. 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.

J. **PRO RATA SHARE:** 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 41,411.

K. **PARKING:** Except as set forth herein, there shall be no reserved or exclusive parking. Lessee's employees and invitees shall park in such areas as are designated, from time to time, by Lessor. Lessee shall have the right to have up to 12 parking spaces at no cost, at locations designated, from time to time, by Lessor. These spaces shall be made available to the Lessee for standard passenger vehicles (including SUV's) only. Parking spaces shall not be considered a part of the Premises. Lessor shall not have an obligation to police the use of the reserved or any other spaces and Lessee shall not have the right to have vehicles towed, tagged, booted or to otherwise enforce parking restrictions. Lessor's obligation shall be limited to placing notices on violator vehicles and/or confronting violators with Port Security. Lessee shall provide the license plate numbers of any vehicles entitled to park in reserved spaces.

L. **UTILITIES:** Rent includes all utilities, except solid waste authority charges. Lessee shall be responsible for its Pro Rata Share of solid waste authority charges.

M. **CASUALTY INSURANCE:** Lessee shall pay its Pro Rata Share of casualty insurance applicable to the building of which the Premises are a part. In calculating the cost of casualty insurance applicable to the building, the Lessor shall first make a reasonable allocation of such bill between the cruise facilities and the office space (which shall include the common area of the office side of the building). Lessee shall make monthly estimated payments of the insurance to Lessor, with each monthly amount being one twelfth (1/12) of the total of such insurance for the year (adjusted to conform to the policy year when actual figures are known, with any shortfall or overage being paid or credited as the case may be, in the month when actual figures are known) and being paid at the same time, and in the same manner as Rent, with the same rights in Lessor as to default and collection, which amounts shall not be escrowed, held in a separate account or placed at interest.

N. **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 Lessor, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as Lessor shall determine.

O. 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. Lessee shall have the non-exclusive use of the public restrooms located in the building of which the Premises are a part. Persons and entities providing janitorial service to the Premises are subject to security requirements, which shall or may include background checks and badging.

P. REAL ESTATE TAXES:

(a) Payment Related to Taxes. In addition to the Rent and other charges payable under this Lease, Lessee shall pay to Lessor, monthly in advance, a Payment Related to Taxes. The Payment Related to Taxes shall be 1/12th of the Allocable Amount, as determined by the Lessor (pro rated for periods of less than a month).

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 Lessor), 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 Taxes shall be refunded to Lessee after offset for any amounts due Lessor from Lessee.

Lessor 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, Lessor shall pay the taxes on or before the Maximum Discount Date.

(b) Right to Contest Assessment. Lessor shall provide a copy of the Notice of Proposed Taxes to Lessee at least fifteen (15) days before expiration of the period during which such tax bill can be contested. Lessee shall have the right to contest or review by legal proceedings or in such manner as Lessee, in its option, shall deem advisable (which proceedings or other steps taken by Lessee if instituted shall be conducted diligently at its own expense and free of any expense to Lessor) any and all taxes or assessments levied, assessed, or imposed against the Demised Premises, required to be paid by Lessee, provided that the full amount of the taxes shall first be paid over to Lessor, and that such contest shall not result in a tax sale of the Building, or any portion thereof, or the issuance of any tax certificate or warrant. However, if Lessee desires to challenge an assessment, it must notify Lessor of said desire a minimum of five (5) days prior to the expiration of the time period in which the contest of assessment can be filed, and prior to payment of the taxes by Lessor and Lessee. At the request of Lessee, Lessor will cooperate with Lessee and make available to Lessee upon demand any and all information which Lessee may reasonably require, join in any such contest or proceeding and execute any documents or pleadings that are reasonably required, including any agreement in settlement of any such contest or proceeding if it is necessary to do so to prosecute such proceeding, but Lessee in those circumstances shall pay, as

incurred, any direct, out of pocket costs and expenses incurred by Lessee in connection therewith, and Lessor shall have the right, as a condition of consenting to a settlement or judgment which imposes any monetary obligation on Lessor, to require that security satisfactory to Lessor be deposited with Lessor to protect against such monetary obligations. In any event, no such contest shall defer or suspend Lessee' obligations to pay the taxes or assessments as herein provided; but if Lessee is required by law to first pay the taxes or assessments and then seek a refund from the taxing authority, Lessee shall do so. Nothing in these provisions shall be in derogation of Lessor's right to contest or review any taxes or assessments by legal proceedings or in such other manner as may be available to Lessor.

The following express stipulations and conditions are made a part of this Lease and are hereby agreed to by the Lessee:

Section 1. Assignment. The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, or any rights hereunder, nor permit the same, or any part thereof, to be used for any other purpose other than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

Section 2. Liability for Damage to Lessee's Property. All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and Lessor 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 3. Compliance With Law. 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.

Section 4. Casualty. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the Lessor 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.

Section 5. Prompt Payment. The prompt payment of all amounts due hereunder for said Premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of this Lease, or any of said rules and regulations now in existence, or which may be hereafter

prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this Lease, and all of the rights of the Lessee hereunder.

Section 6. Costs of Collection and Cure. In the event Lessee, is in default for failure to timely pay any amount due hereunder, or is otherwise in default hereof, Lessee agrees to pay all attorney's fees and costs in connection with collection and curing the default, whether suit is brought or not, and if suit is brought, through all appellate levels.

Section 7. Landlord's Lien. The said Lessee hereby pledges and assigns to the Lessor 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 amounts due hereunder, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay Lessor's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the Lessor.

Section 8. Entry Upon Premises. The Lessor, 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 9. As-Is. Lessee has made all such inspections of the Premises as it deems appropriate. 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 (as supplemented by Lessee's Improvements), excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said Lessor immediately upon demand, any damage to said Premises, or to the building, caused by any negligent act of Lessee or of any person or persons in the employ or under the control of the Lessee. Except to the extent otherwise herein set forth, any and all improvements to the Premises shall be Lessee's sole responsibility.

Section 10. Landlord Liability for 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 said building.

Section 11. 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 Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. Lessor 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 Lessor'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 12. Charges for Other Services Collectible as Rent. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor 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 for rent due and unpaid.

Section 13. Sales Tax. Lessee covenants and agrees to pay monthly as additional rent any sales, use or other tax, hereinafter imposed upon rents by the United States of America, the State of Florida, and any political subdivision thereof to Lessor, notwithstanding the fact that any statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor.

Section 14. Repairs and Maintenance. Lessor shall be responsible for all repairs, replacing all air conditioning filters, maintaining electrical fixtures and all plumbing apparatus. Lessee shall be responsible for changing light bulbs within the Premises and correcting all stoppages of plumbing within or originating from the Premises.

Section 15. Late Payment Charge. If Lessee shall fail to pay the monthly installment of Base Rent or any additional payment as required herein to Lessor, so that Lessor 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 Lessor 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 Lessor received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by Lessor in regard to such collection efforts.

Section 16. Default.

a. Monetary Defaults. If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the Lessor, Lessor 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 under this Agreement. Billing by the Lessor shall constitute written notice hereunder.

b. 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, or (d) if the Lessee shall abandon or vacate the Premises before the end of the term of this Lease 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 Lessor, Lessor 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, any matter involving safety or security shall be addressed and cured without delay.

c. Other Remedies. The remedies for which provisions are made in this Section 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 Lessor may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including Lessor'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. In addition, without limiting the Lessor's rights to other remedies afforded by Florida law, Lessor shall have all rights available to a landlord under Florida Statutes Chapter 83.

Section 17. 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 than the greater of (i) One Million Dollars (\$1,000,000.00) for any property damage or loss from any one (1) accident, and not less than One Million Dollars (\$1,000,000.00) for injury to anyone (1) person and not less than Two Million Dollars (\$2,000,000.00) from any one (1) accident combined, single limit, or (ii) if Lessee has a bunkering license, the amount required by District under the then-current Tariff or Executive Director for a bunkering license. 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 and shall name Lessor as an additional insured.

Section 18. Insurance Binders. 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 19. Liability of Lessor to Third Parties. Lessor 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 that Lessor shall be liable for any damage or injury to any such party caused by or resulting from Lessor's own gross negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless Lessor 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 Lessor, Lessor's employees, agents, guests, or invitees.

Section 20. Recording. This Lease shall not be recorded except by Lessor, in Lessor's sole discretion.

Section 21. Increased Risks. 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 22. 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 Lessor 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 Lessor secured by the Premises. Further, upon request of Lessor, 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 Lessor, and if so, the precise nature of such breaches or defaults.

Section 23. Improvements. All improvements shall be subject to the prior written consent of the Lessor, and the permitting requirements of the Port of Palm Beach District, and 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 Lessor 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 Lessor's interest in the Leased 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 Leased 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 Leased 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 Lessor, to execute a memorandum setting forth the above to be recorded in the public records.

Section 24. 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, Lessor.

Section 25. 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 and 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, or if by E-Mail, upon transmission, and addressed to the parties at the addresses first set forth herein.

Section 26. Litigation in Palm Beach County. Any litigation commenced in connection with this Lease shall be commenced in Palm Beach County, Florida, and this Lease shall be interpreted pursuant to the laws of the State of Florida.

Section 27. Binding Effect. This contract shall bind the Lessor and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

Section 28. 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 29. Rights Cumulative. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Section 30. Waiver of Certain Statutory Rights. The Lessee specifically waives all of its rights to receive any of written notice from Lessor as afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

Section 31. INTENTIONALLY DELETED.

Section 32. Discrimination. Lessee shall not discriminate against any person, employee,

or applicant for employment, promotion, recruitment, lay-off, compensation, selection for training or apprenticeship because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

Section 33. Signage. Lessee's signage shall be limited to a sign next to or on the door to the Premises, containing Lessee's business name. Lessor shall have the right to control the location and style of sign.

Section 34. 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 35. Cross-Default and Termination. _____
_____ (if blank, there is no cross default provision,
unless contained in another agreement between the parties.

(Signature Page Follows)

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 Witness: _____

BY _____

Printed Name of Witness: _____

LESSEE:
SSI Lubricants, LLC, a Florida Limited Liability Company

Patricia Arzuza
Printed Name of Witness: Patricia Arzuza
Cheryl Edwards
Printed Name of Witness: Cheryl Edwards

BY [Signature]

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.

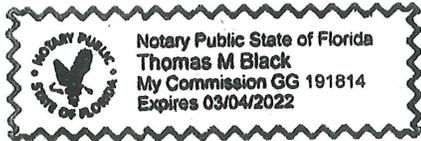
[SEAL]

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 11th day of JULY, 2018 by CARLOS ARRUZA, who is personally known to me or who produced Florida Driver's license AG20-113-54-350 as identification, as PRESIDENT of SSI Lubricants, LLC, a Florida Limited Liability Company.

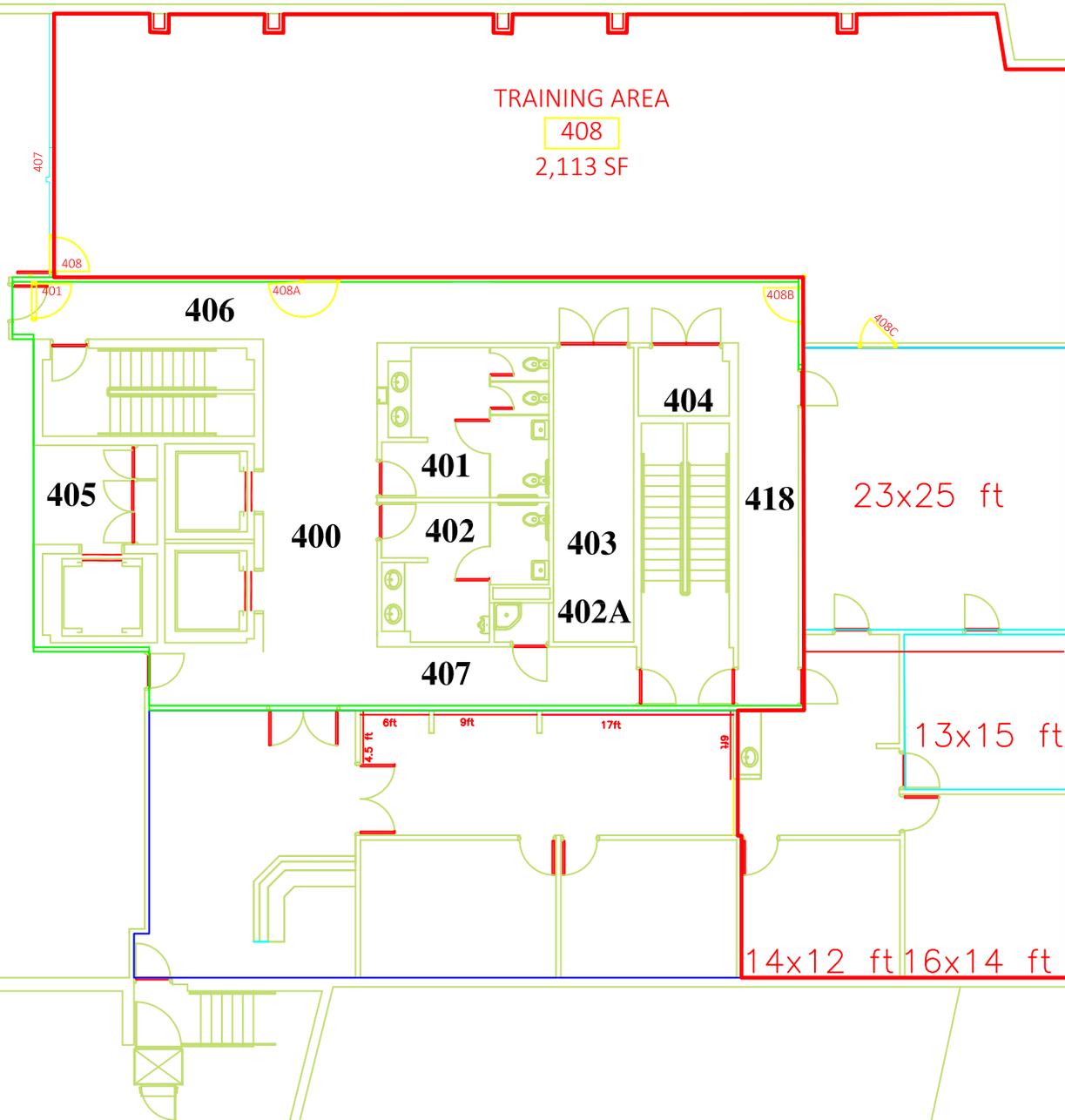
[SEAL]



[Signature]
NOTARY PUBLIC
My commission expires: 03/04/2022

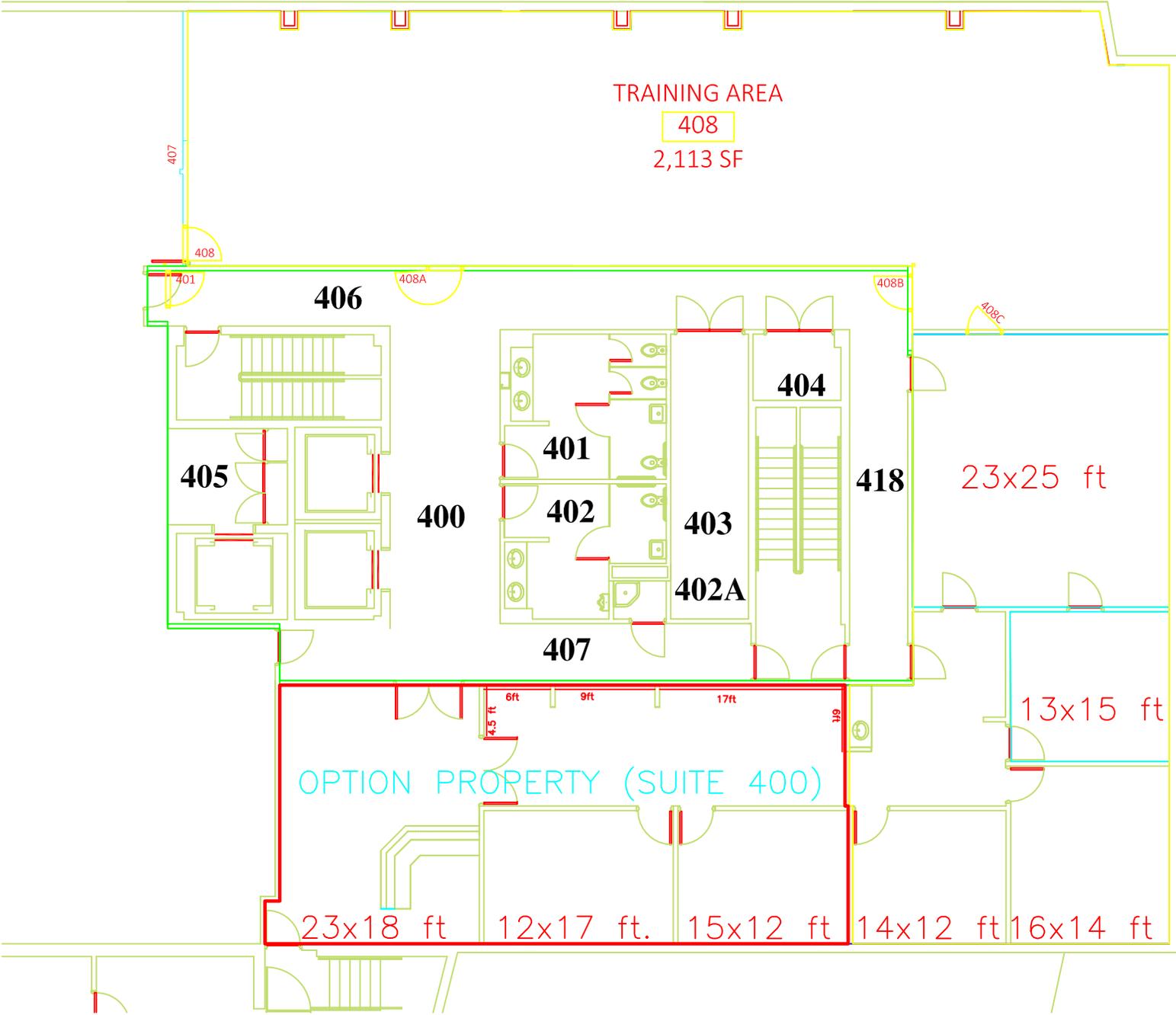
CompanyName	[??]
LeaseDate	[??]
CommencementDate	[??]

Exhibit A



Total Area 3,529 s.f.

Option Parcel Suite 400



Area 1,197 s.f.

**PORT OF PALM BEACH
&
SSI Petroleum, Inc. (SSI)**

**PRIME LEASE TERMS
July 19, 2018**

Lessee: SSI Lubricants, LLC

Lease Area: 3,529 square feet (Drawing attached)

Lease Address: 1 East 11th Street, Suite 422, Riviera Beach, FL 33404

Purpose/Use: Corporate offices

Effective Date: July 20, 2018

Commencement Date: September 1, 2018

Term: 3-year with (3) 3-year renewal options

Rates: Base Rent - \$ 18.45 per square foot
Three-month rent credit for move-in/suite improvements
Taxes and Insurance will be paid by SSI as a pass-through
Rents will be subject to annual CPI increase of 3% in all option years.

Use: SSI will use the leased premises for office space. They can make use of their leased space to third parties, not to exceed 15% of said space. Port can review and approve or deny any third parties; and/or require their termination.

Insurance: Lessee will be required to provide proof of, and keep in force for the entire term of the agreement all insurances required by the Port.

Janitorial: SSI will provide janitorial service to the leased premises not less than weekly and keep in clean condition.

Solid Waste Authority: Port may charge SSI its pro rata share of solid waste authority charges applicable to the Maritime Office Complex using the numerator of which is the square footage of the premises and the denominator of 41,411 in the event SSI personnel and/or janitorial utilize Port dumpsters.

Utilities: Port will provide water and electricity as part of monthly rent.

Parking: Port will provide SSI up to 14 employee parking spaces at no cost, at locations designated from time to time by Port. No exclusive parking will be provided. Up to 3 parking spaces can be made available should SSI exercise their option for additional 1,197 square feet. Visitor parking will also be made available.

Improvements/

Maintenance:

Any replacement or improvements to the leased premises are the responsibility of SSI and must be in accordance with Port District engineering and other local City or County requirements.

SSI will provide a timeline for anticipated improvements and the Port will provide SSI and their contractors access to the leased premises upon and after effective date through commencement of the lease.

Right of First Option: Port will provide SSI with the Right of First Option on Suite 400 (attached hereto) for the initial term of the lease in the event they relocate one of their other Florida offices.

Other: Port will provide some assignment language for SSI to be agree to by both parties' attorneys.

All items herein are agreed to:

SSI Lubricants, LLC

Port of Palm Beach District



Date: 7/6/18

Date: _____