

Southgate Complex

Lease

THIS LEASE is entered into as of the ___ day 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 Southeast Hay Distributors, Inc., a Florida corporation, hereinafter called the "Lessee", having an address of PO Box 2879 Palm Beach, FL 33480 and a fax number of 561-214-4824.

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:

	Unit Number	Square Footage
Mezzanine Office #	205	1,100
Receiving Office (RO) #	NA	NA
Warehouse Bay #	4	9,540

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 As of March 1, 2018.

Section 3 TERMINATION DATE: February 28, 2019.

Section 4 SUMMARY OF CHARGES and AMOUNT DUE AT SIGNING

Charge	Initial Amounts Per Square foot, annually	Per Month	Annual	Amount Due at Signing
Base Rent Mezzanine Office	\$10.00	\$916.67	\$11,000.00	\$916.67
Base Rent Receiving Office	N/A	N/A	N/A	N/A
Base Rent Warehouse	\$6.50	\$5,167.50	\$62,010.00	\$5,167.50
CAM (Section 11)	W/h \$0.88 Office \$1.67	W/h \$699.60 Office \$153.08	W/h \$8,395.20 Office \$1,837.00	W/h \$699.60 Office \$153.08
Casualty Insurance (Section 15)	\$0.75195	\$597.80	\$7,173.57	\$597.80
Payment Related to Property Taxes (Section 17),	W/h \$1.42 Office \$2.75	W/h \$1,125.00 Office \$252.08	W/h \$13,500.00 Office \$3,025.00	W/h \$1,125.00 Office \$252.08
	Subtotal	\$8,911.73	\$106,940.77	\$8,911.73
Sales Tax (Section 5)	6.8%	\$606.00	\$7,271.97	\$606.00
Security Deposit				
Total		\$9,517.73	\$114,212.74	\$9,517.73

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 RENEWALS: Lessee shall have three option(s) to extend the term of this Lease for one (1) year each. Exercise of such option must be in writing given to the DISTRICT at least ninety (90) days prior to the end of the then current term if the Lease is for one year or more, and not less than thirty (30) days if the lease is monthly. Further provided, however, that the right to exercise such option to renew is contingent upon Lessee being current on all provisions of this Lease.

Section 8 USE: LESSEE shall use the Premises only for the following purposes: general warehousing and storage for the animal feed industry for consolidation and shipment, foreign and domestic. 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.

Lessee shall strictly control rodents and insects that may become attracted to the warehoused materials. If Lessee is unable to do so, DISTRICT shall have the right to terminate this lease.

Section 9 IMPROVEMENTS: The Premises are being leased AS-IS. Lessee has made all such inspections of the Premises as it deems appropriate.

Section 10 UTILITIES: All utilities separately metered or separately allocated (by DISTRICT) and billed to Lessee shall be paid by Lessee.

Section 11 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 12 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 13 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 14 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 15 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 16 AMOUNTS DUE COLLECTIBLE AS RENT: All amounts due hereunder for Taxes (Section 17), Insurance (Section 15), CAM (Section 11) 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 17 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 18 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 19 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 20 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 21 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 22 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 23 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 24 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 25 **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 26 **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 27 **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 28 **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 29 **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 30 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 31 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 32 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 33 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 34 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 35 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 36 NON-RECORDATION: This Lease shall not be recorded except by DISTRICT, in DISTRICT's sole discretion.

Section 37 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 38 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 39 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 40 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, 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 41 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 42 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 43 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 44 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 45 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 46 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 47 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 48 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 49 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 50 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 51 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 52 PUBLIC ENTITY CRIMES AFFIDAVIT: Concurrent with execution hereof, CRUISES shall execute the PUBLIC ENTITY CRIMES Affidavit attached hereto, the truth of which shall be a condition to the effectiveness of this Agreement.

Section 53 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

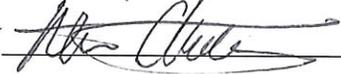
Printed Name of
Witness: _____

BY _____

Printed Name of
Witness: _____

LESSEE:
Southeast Hay Distributors, Inc., a
Florida Corporation


Printed Name of
Witness: Elizabeth Hayne

BY 


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 1st day of February, 2018 by Alexander Christensen, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of Southeast Hay Distributors, Inc., a Florida Corporation

[SEAL]



[Signature]

NOTARY PUBLIC

My commission expires: 10/4/2019

SWORN STATEMENT PURSUANT TO

SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 Southwest Hwy Distributors, whose business address is 301 Broadway, Suite 142, Riviera Beach, Florida 33404, and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-3533698 (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: -- [N.A.].

2. 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.

3. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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.

5. 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 contract 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.

6. 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 statement applies.]

X 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.

_____ 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.

_____ 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this Sworn Statement on the convicted vendor list. [attach a copy of the final order]

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 PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Southeast Hay Distributors

By: 
Its President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of February, 2016 by Alexander Christensen who is personally known to me or who has produced Driver's License as identification.

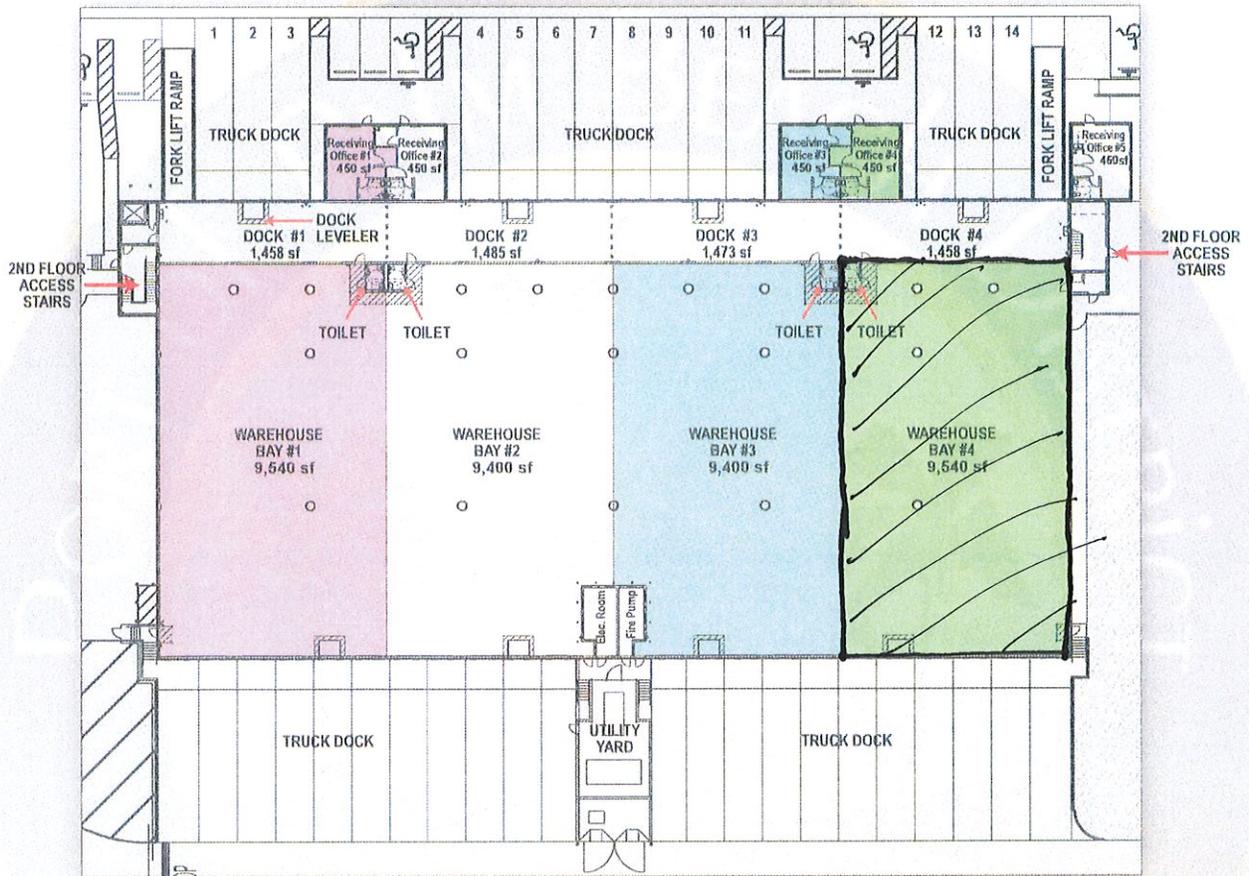
My  commission expires: 10/4/2019

NOTARY PUBLIC Printed name: Elizabeth Hayne

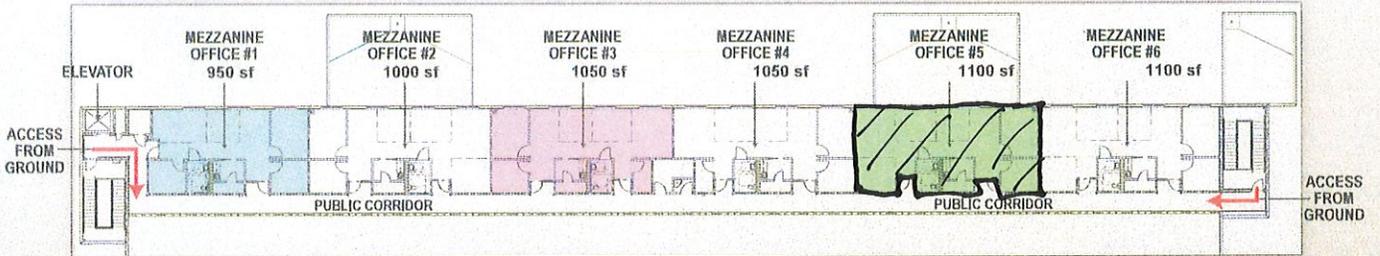
Bonded Through: _____



1st Floor Plan



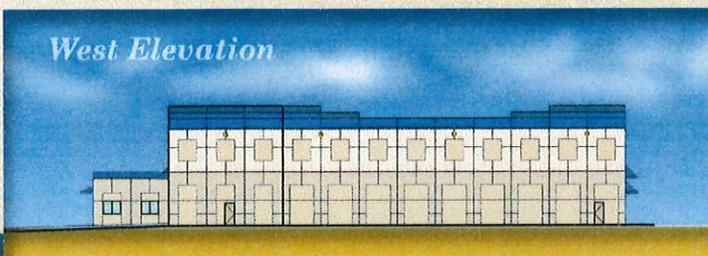
2nd Floor Plan



South Elevation



West Elevation



East Elevation



RULES & REGULATIONS

Port of Palm Beach SouthGate Warehouse Complex

These Rules and Regulations are supplementary to all agreements between a tenant, or any other user, and the Port of Palm Beach, with respect to the SouthGate Warehouse Complex ("Complex"). As used herein, the term Complex shall mean all portions of the building containing the warehouses and offices, and the parking areas servicing same, whether or not all or a portion of same is the subject of separate leases, user agreements, space assignments, or made available under provisions of the Tariff of the Port of Palm Beach District, or otherwise (referred to as "agreements"). The term "User" shall mean any person using, by lease or otherwise, any portion of the Complex. Use of any portion of the Complex constitutes consent and agreement to the terms hereof. Where a conflict exists between the terms of any such agreements and these Rules and Regulations, these Rules and Regulations shall control. In the event that these, or other, Rules and Regulations, are made a part of the Tariff of the Port of Palm Beach District, then the Tariff shall be deemed a restatement and amendment of these Rules and Regulations, and the provisions of the Tariff shall control.

1. **Complex Access.** The District shall determine from time to time, access to the Complex, including without limitation passageways, entrances, exits, shipping areas, loading docks halls, corridors, roofs, elevators and stairways. No such areas are for the use of the public and District shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of District shall be prejudicial to the safety, character, reputation and interests of the Complex and its tenants. Other areas in the Complex may be restricted and access gained thereto by use of a key to the outside doors of the Complex, and/or pursuant to such other security procedures District may from time to time impose. No Tenant and no employee or invitee of Tenant shall enter into areas reserved for the exclusive use of District, its employees or invitees. Tenant shall keep all doors, except interior doors within the Complex, closed except when persons are entering or leaving. The janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by District, and may not be used by tenants, or their contractors, agents, employees, or other parties without District's prior written consent.

2. **Access to Complex.** Ingress to and egress from the Complex shall be over such routes as shall be designated from time to time, by District, in its sole discretion, and District shall at all times have the right to control traffic circulation and location of access to the Port of Palm Beach and the Complex.

3. **Signage.** Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Complex (except on the inside of user's leased premises but which cannot be seen from the outside of the leased premises), without the prior consent of District, and then only such name or names or matter and in such color, size, style,

1

USER INITIALS CONFIRMING AGREEMENT:



character and material as may be first approved by District in writing. District shall prescribe the suite numbers and identification signs for the Complex (which, if for leased premises, shall be prepared and installed by District at tenant's expense). District reserves the right to remove at User's expense all matter not so installed or approved without notice to User.

4. **Trademark.** The name "SouthGate" and all variations thereof are the property of the Port of Palm Beach District. User shall not in any manner use the name of the Complex for any purpose other than that of the business address of a tenant under a lease with District or use any picture or likeness of the Complex or any part thereof, in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without District's express consent in writing.

5. **Window Appearance.** User shall not place anything or allow anything to be placed in the Leased Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Leased Premises, and User shall not place or permit to be placed any article of any kind on any window ledge or on exterior walls. Blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Leased Premises except to the extent, if any, that the character, shape, color, material and make thereof is first approved by the District.

6. **Deliveries.** All deliveries shall be brought into the Complex only at times and in the manner designated by District, and always at the User's sole responsibility and risk. District may impose reasonable charges for use of freight elevators after or before normal business hours. District shall have the right to establish, from time to time, what constitutes "normal business hours". All damage done to the Complex by moving or maintaining such furniture, cargo, freight or articles in addition to damages to walls, floors, docks of the Complex by the User, Employees of the User or any Representative of the User, shall be repaired by District at User's expense. District may inspect items brought into the Complex to insure compliance herewith. District may require that all furniture, equipment, cartons and similar articles removed from the Complex be listed and a removal permit therefore first be obtained from District. User shall not take or permit to be taken in or out of other entrances or elevators of the Complex, any item normally taken, or which District otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. User shall not allow anything to remain in or obstruct in any way, any lobby, corridor, sidewalk, passageway, entrance, exit, hall, stairway, shipping area, or other such area. User shall move all supplies, furniture and equipment as soon as received directly to the Leased Premises, and shall move all such items and waste (other than waste customarily removed by Complex employees) that are at any time being taken from the Leased Premises directly to the areas designated for disposal.

7. **Design Loads.** Design load information on the Complex is available from the District Engineering Department and it is the User's responsibility to obtain and be familiar with same. User shall not overload any floor or part thereof in the Complex,

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including any public corridors or elevators therein, when bringing in or removing any cargo, equipment or other property, and District may direct and control the location of safes and all other heavy articles and require supplementary supports at User's expense of such material and dimensions as District may deem necessary to properly distribute the weight. No equipment, freight, cargo or other property shall be brought into the Complex which exceed 90% of design loads.

8. **Locks.** Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by District. If more than two keys for one lock are desired, District will provide them upon payment therefore by Tenant. Tenant, upon termination of its tenancy, shall deliver to the District all keys of offices and rooms which have been furnished User or which the User shall have had made, and in the event of loss of any keys so furnished shall pay District therefore.

9. **Alarm Systems.** If User desires signal, communication, alarm or other utility or similar service connections installed or changed, User shall not install or change the same without the prior approval of District through their permitting process, and then only under District's direction at User's expense. User shall not install in the Leased Premises any equipment which requires more power than District is required to provide under the agreement with the User, without District's prior approval, and User shall ascertain from District the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Leased Premises, taking into account the capacity of electric system in the Complex and the needs of Users of the Complex, and shall not in any event connect a greater load than the safe capacity.

10. **Complex Generator.** If User desires the use of the Complex generator during times when electric is not otherwise available, then User will, if required by District, prepay to District an amount specified by District. User shall not install or use any generator or similar equipment without written consent of District. District does not guaranty the availability of a generator at any time.

11. **Vendors.** User shall not obtain, at District property, for use at the Complex, ice, food service, drinking water, towels, janitor and other similar services, except from vendors approved by the District. Any person engaged by User to provide janitor or other services shall be subject to control the District.

12. **Plumbing.** The toilet rooms, urinals, wash bowls and other such apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be disposed of therein and the expense of any breakage, stoppage or damage resulting from the violation of this Rule shall be borne by the User who, or whose employees or invitees shall have caused it.

13. **Alcohol and Drugs.** District reserves the right to exclude or expel from the Complex any person who, in the judgment of District, is intoxicated or under the



influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and appropriate laws. User shall not at any time manufacture, sell, use or give away, any spirituous, fermented, intoxicating or alcoholic liquors on the Leased Premises, nor permit any of the same to occur (except in connection with occasional social or business events conducted in the Leased Premises which do not violate any laws nor bother or annoy any other Users and with prior written approval by the District). User shall not at any time sell, purchase or give away, food in any form by or to any of User's agents or employees or any other parties on the Leased Premises, nor permit any of the same to occur (other than in lunch rooms or kitchens for employees as may be permitted or installed by District, which does not violate any laws or bother or annoy any other User).

14. **Solicitation.** User shall not make any room-to-room canvass to solicit business or information or to distribute any article or material to or from other Users or occupants of the Complex and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Leased Premises.

15. **Auctions.** User shall conduct no auction, fire or "going out of business sale" or bankruptcy sale in or from the Leased Premises, and such prohibition shall apply to User's creditors.

16. **Life Safety and Security.** User shall cooperate and comply with any reasonable safety or security programs initiated by the District, including fire drills and air raid drills, and the appointment of "fire wardens" developed by District for the Complex, or required by law. Before leaving the any cargo, equipment or other property unattended, User shall close and securely lock all doors or other means of access to said property, and User shall shut off all lights and water faucets in the area assigned or leased to User.

17. **Noise and Odors.** All equipment used in the Complex shall be in good working order, meet all OSHA and other Federal State and other requirements of authorities having jurisdiction, and shall not emit any noxious fumes or exceed noise levels as shall be determined, from time to time, by the District.

18. **Compliance with Laws.** User will comply with all municipal, county, state, federal or other government laws, statutes, codes, regulations and other requirements, including without limitation, environmental, health, safety and police requirements and regulations respecting the Leased Premises, now or hereinafter in force, at its sole cost, and will not use the Leased Premises for any immoral purposes. In accordance with Port of Palm Beach District "Facility Security Plan", approved by the US Coast Guard as required by the Maritime Transportation Security Act (CFR 33 part 105) and State of Florida under Florida Statue 311 as inspected by Florida Department of Law Enforcement and Users of the facility will be required to; Comply with all relevant portions of the Facility Security Plan. All tenants shall appoint a "Security Representative" for daily communication and company compliance enforcement. Comply with all current and future ID badge and parking requirements, which includes the



Transportation Workers Identification Card (TWIC) and State of Florida requirements. The Port Executive Director and Seaport Security Director (PFSO) reserve the right to suspend/terminate operations and/or individual access as deemed necessary to ensure the security & security of the seaport and surrounding areas.

19. **Limitation of Uses.** User shall not (i) carry on any business, activity or service except those ordinarily embraced within the permitted use of the Leased Premises specified in the Lease and more particularly, but without limiting the generality of the foregoing, shall not (ii) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning equipment in or about the Leased Premises, (iii) use the Leased Premises for housing, lodging or sleeping purposes or for the washing of clothes, (iv) place any radio or television antennae other than inside of the Leased Premises, (v) operate or permit to be operated any musical or sound producing instrument or device which may be heard outside the Leased Premises, (vi) use any source of power other than electricity, (vii) operate any electrical or other device from which may emanate electrical or other waves which may interfere with or impair radio, television, microwave, or other broadcasting or reception from or in the Complex or elsewhere, (viii) bring or permit any bicycle or other vehicle, or dog (except in the company of a blind person or except where specifically permitted) or other animal or bird in the Complex, (ix) make or permit objectionable noise or odor to emanate from the Leased Premises, (x) do anything in or about the Leased Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Complex, (xi) throw or permit to be thrown or dropped any article from any window or other opening in the Complex, (xii) use or permit upon the Leased Premises anything that will invalidate or increase the rate of insurance on any policies of insurance now or hereafter carried on the Complex or violate the certificates of occupancy issued for the Complex, (xiii) use the Complex for any purpose, or permit in the Complex anything, that may be dangerous to persons or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials) nor (xiv) do or permit anything to be done upon the Leased Premises in any way tending to disturb any other User at the Complex or the occupants of neighboring property.

20. **Parking.** If the Complex shall now or hereafter contain a building garage, parking structure or other parking area or facility, the following Rules shall apply in such areas or facilities: (i) Parking shall be available in areas designated generally for User parking, for such daily or monthly charges as District may establish from time to time. In all cases, parking for User and its employees and visitors shall be on a "first come, first served," unassigned basis, with District and other Users of the Complex, as the case may be, and their employees and visitors, and other Persons to whom District shall grant the right or who shall otherwise have the right to use the same, all subject to these Rules, as the same may be amended or supplemented, and applied on a non-discriminatory basis. Notwithstanding the foregoing to the contrary, District reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped individuals, and other User's, visitors of Users or other Persons, and User and its employees and visitors shall not park in any such assigned or reserved spaces. District may restrict or prohibit full size vans and other large vehicles. (ii) In case of any violation of these

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provisions, District may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the Complex without liability whatsoever, at such violator's risk and expense. District reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the same, or if required by casualty, strike, Condemnation, act of God, Law or governmental requirement, or any other reason beyond District's reasonable control. In the event access is denied for any reason, any monthly parking charges shall be abated to the extent access is denied, as User's sole recourse. User acknowledges that such parking areas or facilities may be operated by an independent contractor not affiliated with District, and User acknowledges that in such event, District shall have no liability for claims arising through acts or omissions of such independent contractor. Cars must be parked entirely within the stall lines, and only small cars may be parked in areas reserved for small cars; all directional signs and arrows must be observed; the speed limit shall be 5 miles per hour; spaces reserved for handicapped parking must be used only by vehicles properly designated; every parker is required to park and lock his own car; washing, waxing, cleaning or servicing of any vehicle is prohibited; parking spaces may be used only for parking automobiles; parking is prohibited in areas: (a) not striped or designated for parking, (b) aisles, (c) where "no parking" signs are posted, (d) on ramps, and (e) loading areas and other specially designated areas. Delivery trucks and vehicles shall use only those areas designated therefore.

21. **Security.** District may require that all persons who enter or leave the Complex, or portion thereof, identify themselves to watchmen, by registration or otherwise. District, however, shall have no responsibility or liability for any theft, robbery or other crime in the Complex. Notwithstanding any security which may be provided by District, User assumes full responsibility for protecting its own property, and if User is a tenant, User shall keep all doors to the Leased Premises locked after the close of business.

6
USER INITIALS CONFIRMING AGREEMENT: 