KEY WEST BIGHT
COMMERCIAL DOCKAGE AGREEMENT

This Agreement is made between the Caroline Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter referred to as "CRA"), and the person or entity named below (hereinafter referred to as "Owner").

Owner is identified as follows: D.L. #B324-110-86-024-0

Name(s): **RED HOSPITALITY & LEISURE KEY WEST, LLC**

Home Address: 14185 Dallas Parkway, Suite 1100 Home Phone: _____

City and State: Dallas, Texas 75254 Cell Phone: 810-923-1915

Business Address: 205 Elizabeth Street, Unit I Business Phone: 340-775-6555

City and State: Key West, Florida 33040 Emergency contact: Mark Batchelor, 810-923-1915

Corporate documents furnished _____ Partnership documents furnished _____

Notice Address (if blank then same as above):

Home Address: _____ Home Phone:_____

City and State: _____ Cell Phone:_____

Type of Vessel: Commercial (describe)_____

Name of Owners Representative (if any): CHRIS BATCHELOR

Address: 14185 Dallas Parkway, Suite 1100 Home Phone: _____

City and State: Dallas, TX 75254 Cell Phone: 810-923-1915

Name of Vessel: _____ Moxie _____

Overall length: __35 ft _____ Beam: _____10.6 ft_____ Draft: ____6 ft_____

Registration:_____ Documentation: ___12645693_____

Type: P_____ Gas_____ Diesel _____

Carrier of Insurance on Vessel: _____
Address: _____

In consideration for the covenants and conditions hereinafter set forth, CRA and Owner agree as follows:

1. Purpose
In return for payments and other valuable consideration and covenants as set out below, CRA desires to provide dockage space for the temporary use of Owner, who desires to purchase the right for temporary use of such space through regular payments and through faithful performance of the covenants and stipulations herein. The permitted use of said vessel is limited to commercial operations, specifically described as Parasail**.** Owner agrees that the vessel shall not be used or rented for purposes of domicile or overnight residence while moored in the dockage space. The Marina Manager of the City of Key West must approve any change in use.

Owner agrees to be responsible to CRA and pay for any and all loss or damages to the docks, floats or other facilities caused by Owners vessel or Owner, his agents, servants, and/or employees whether caused by negligence or not, and further to hold CRA harmless for any of the foregoing. Further, Owner agrees to be responsible for damages, which Owner or Owners vessel may cause to other vessels in the Marina.

2. Dockage Space
The certain dockage space to be used by Owner is identified as berth 9 on Pier E in the Key West Bight Marina of the CRA of the City of Key West, Florida. Said berthing space is for the exclusive purpose of docking the above-named vessel only, or another vessel of similar size and use as a replacement for the vessel, subject to the approval of the Marina Manager of the City of Key West. CRA reserves the right to relocate Owner's vessel to an alternate location within the Marina at its sole discretion; draft, beam (width), and overall length will be the determining factors for slip assignments of commercial vessels.

3. Term
The term of this agreement shall commence on the _____ day of _____, 201_, and thereafter on a month-to-month basis until terminated as provided for by the terms of this Agreement. The Agreement is effective when signed by both parties.

This agreement shall constitute a month-to-month tenancy, with all rights and responsibilities as created by Chapter 83 of the Florida Statutes. Owner shall have the first right of renewal for the leased space. Notice of offer of renewal shall be sent to Owner by CRA in the form of an invoice prior to the expiration of the term of this agreement. Acceptance shall be made by payment of the invoice in the amount indicated. The right of Owner to occupy the leased slip shall continue on a month-to-month basis unless and until terminated as described in paragraph 25 of this agreement. Failure to give notice as provided in paragraph 25(a) will result in automatic renewal of lease term and obligations thereunder.

4. Third Party Use
CRA shall have the right to grant permission to a third party to use Owner's berth whenever Owner's vessel is absent for more than 24 hours, and to receive revenue therefrom without accounting to Owner. Owners of vessels leaving the marina for more than 24 hours duration shall notify the CRA's dockmaster at least 24 hours in advance of departure.

5. Rental Rate (Dockage 35'x$30.35=$1,062.25. Cert Pass 15x$1.00=$15 Admin fee $5)
The monthly rental rate is $1,082.25 per month plus applicable sales tax of $81.17 for a total of $1,163.42 for dockage space, including $1.00 per passenger the vessel is rated to carry. This amount is subject to adjustment by the CRA. Returned checks will be assessed the maximum amount provided in Florida Statutes Section 166.251. Owner agrees to pay for utility service in accordance with the schedule of charges set by each utility. Nonpayment of any correctly billed utility charge shall be considered a material breach of this Agreement and shall be grounds for termination as set forth herein.

6. Deposit
Owner shall deposit a sum equal to one month's slip rental as security for damage, utilities and/or rents. The deposit shall be held by the CRA and may be commingled with other CRA and City of Key West funds. Any remaining balance of the deposit shall be paid to Owner by CRA only after deposit funds have been applied to any outstanding balance owed by Owner to CRA.

7. Payments Due
Rental payments are due and payable monthly in advance by the first day of each calendar month. Payment may be made at the Key West Bight offices, 201 William Street, Key West Florida between the hours of 8:00 a.m. and 4:00 p.m. Monday thru Friday, holidays excluded. Payments may be mailed to Key West Bight Marina, P.O. 1409, Key West, Florida, 33041-1409.

8. Late Payments
Any rental payment not received by CRA by 5:00 p.m., the 5th day of the month is subject to a fifteen (15) percent penalty charge.

9. Notice to Owner
Owner agrees that notice of the actions or intention of CRA is binding upon Owner if delivery by certified mail is attempted at the address provided by Owner in the beginning of this Agreement or if hand delivery is attempted at the address by an authorized employee of the CRA, or if posted on the vessel.

10. Changes in Information
Owner agrees to deliver to CRA, c/o Key West Bight Marina, 201 William Street, Key West, Florida, written notice of any change in any of the information furnished by the Owner in this agreement. Such notice may be mailed by certified mail, return receipt requested, to Key West Bight Marina, P.O. Box 1409, Key West, Florida, 33041-1409. All such changes must be in writing, and

CRA is not responsible for any notices given by Owner verbally or by telephone.

11. Default, Removal, Sale

Prompt and timely delivery of all payments due for the use of rented dockage space and strict observance of the Rules and Regulations made a part hereof, are essential conditions upon which this Agreement is made and accepted. Any failure by Owner to comply with each of said terms shall constitute a default by Owner and shall give CRA the right at its option to terminate this Agreement and any license Owner may have hereunder. CRA may so terminate by mailing to Owner a notice of termination in the manner provided by Paragraph 9 above at least three (3) days prior to the effective date of termination. CRA may retain any prepaid rent as liquidated damages and such damages shall not be considered a penalty. If Owner fails to vacate the dockage space within seven (7) days after delivery of said notice as provided in Paragraph 9, CRA shall have the right at its option:

a) to board the vessel and, by its own power or by placing it in tow, remove from the dockage space and from all property of CRA both the vessel and any other personal property of Owner found in or adjacent to the dockage space. Said vessel and personal property shall be removed to a dockage or mooring chosen at the discretion of CRA and Owner hereby designates CRA as its attorney-in-fact for the purpose of acting in its place for purposes of such removal and relocation, and agrees that CRA and its designee(s) shall be required only to exercise ordinary and reasonable care in such purposes. Owner hereby releases and relieves CRA and its designee(s) from loss or damages occurring during such removal performed in the exercise of ordinary and reasonable care. Owner further agrees to pay all costs incurred by CRA in the removing, relocation and/or storage of the vessel and personal property, including but not limited to wages, insurance premiums, towing fees, dockage and storage costs, all of which shall become a lien upon the vessel; and

b) to pursue any remedy provided by state or federal law; and

c) to sell the vessel at a nonjudicial sale pursuant to Florida Statutes Section 328.17. The provisions of this statute for nonjudicial sale of a vessel are hereby specifically included and incorporated in this Agreement as an additional remedy available to CRA.

d) Non-payment of rent for documented vessels shall result in proceedings as authorized pursuant to Federal law including but not limited to arrest of the vessel and sale pursuant to Court Order.

12. Lien, Attorneys Fees

Owner agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by CRA in the collection of any unpaid sums due under this Agreement or by Owner's default in performance of any of the conditions or covenants stated herein or in the Rule and Regulations governing the dockage space and adjacent premises. Owner agrees that CRA shall have a lien against the vessel, its appurtenances and contents, for such unpaid sums, or for any damage to docks, other vessels or property, or to invitees of CRA caused by Owner or the vessel.

13. Release, Indemnity
This Agreement is for berthing space only, and such space is to be used at the sole risk of Owner. Owner hereby agrees that CRA shall not be liable for the care, protection or security of the vessel, its

appurtenances or contents, or of any of Owners personal property, guests, passengers or invitees, or for any loss or damage of any kind to the same due to fire, theft, vandalism, collision, equipment failure, windstorm, hurricane, rains or other calamities. Owner agrees that there is no warranty of any kind as to the condition of the seawall, docks, piers, walks, gangways, ramps, mooring gear or electrical and water services, and that CRA is not responsible for injuries to persons or property occurring on CRA's property. Owner, personally and for its family, heirs, and assigns, and any other parties in interest, hereby releases and agrees to hold CRA harmless from all liability to them for personal injury, loss of life, and property damage. Owner, personally and for its family, heirs and assigns, and other parties in interest agrees to indemnify CRA for all liability for personal injury, loss of life, and property damage to Owner, family, heirs, assigns, agents, employees, invitees and guests caused by fault of Owner including other guests and vessels in the marina. This release and indemnification shall include, but not be limited to (1) acts in connection with Owners vessel, motors and accessories while it is on or near CRA's property including the rented space, or while it is being moved, or docked; (2) loss or damage to Owners vessel, motors and accessories and contents or other personal property due to fire, theft, vandalism, collision, equipment failure, windstorm, rain or hurricane or any other casualty loss; and (3) causes of action arising out of the use of any adjacent pier or docking facilities or walkways giving access thereto. Owner further agrees to indemnify CRA for all damages or losses caused by or arising from fault of Owner's vessel and appurtenances, personal property, guests, passengers, family or invitees including other guests and vessels in the marina. The indemnification provided herein shall include, but not be limited to all costs, expenses and reasonable attorneys fees, including appellate attorneys fees, reasonably incurred by CRA; provided, however that CRA shall give Owner written notice of any such claim within time to reasonably allow Owner to appear and defend or pay and discharge such claim. At its option, CRA may defend against such claims and by so doing shall not waive or discharge Owner from its obligations to defend and indemnify as herein contained.

14. Insurance
Lessee agrees that Lessor is not in any way an insurer of Lessee's vessel, property, family, invitees, employees, agents, passengers or guest. Lessee hereby agrees to maintain and pay for a marine insurance policy providing such protection and indemnity throughout the term of this Agreement. Said policy of protection and indemnity shall protect Lessor and Lessee from all liability for injury to any persons or property which may arise in connection with the operation of or conduct of Lessee or its vessel, equipment, agents, invitees, passengers, guests or employees.

Lessee hereby agrees to maintain and pay for, and provide current Certificate of Insurance at all times evidencing the following coverages:

- Protection & Indemnity limits of a minimum of $1,000,000 Per Occurrence
- Removal of Wreck coverage included in Protection & Indemnity limit
- Vessel Pollution Coverage included in a minimum amount of $800,000
- Crew coverage as required by the Federal Jones Act as applicable
- Any other insurance coverage as required by law
- Lessor listed as certificate holder for purposes of notification of cancellation, termination, or renewal
- Lessor listed as Additional Insured

15. Proof of Ownership; Change in Ownership

Prior to exercising any rights whatsoever pursuant to the terms of this Agreement, and at such times during the term of the Agreement at CRA's request, Owner shall furnish to CRA for its review an original or certified copy of proof of ownership of the vessel. Proof shall consist of an original or certified copy of a state registered title to the vessel or documentation by the United States Coast Guard.

In all cases, the name of the managing director, partner or operator of the business shall be furnished to the CRA. If the individual identified as the managing director, partner, or operator of the vessel changes, notice shall be given to the Port Operations Director or Key West Bight Manager in writing, addressed as provided in Paragraph 10. A change of managing partner, managing director or operator of the vessel and business is subject to approval by the Key West Bight Management District Board of City.

Except as provided herein, this dockage agreement is not transferable to a new owner; nor shall the slip transfer to a new owner of the vessel without the prior consent of the Key West Bight Management District Board. In the event that both the business and the vessel are sold by Owner to a single purchaser, as evidenced by appropriate proof of sale such as transfer of City and County occupational licenses, transfer of title to the vessel, transfer of telephone number and credit card operations, and provided that said purchaser meets all qualifications required under this Agreement, the purchaser shall have the option of entering into a new dockage agreement for the subject berth upon the same terms and conditions as are offered at the time by CRA to other Owners.

If Owner is a corporation, partnership or other business entity, the names of all persons owning an interest and the percentage of ownership shall be submitted in writing to the CRA. If Owner is a corporation, partnership or other business entity, any proposed sale or transfer of any percentage of such interest therein shall be submitted in writing to CRA prior to the transfer. The sale or transfer of any such interest without prior notice to CRA shall constitute a material breach of this Agreement. The sale of 51% or more of the stock in a corporation to another individual, partnership or corporation shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board. The sale of a partnership interest constituting 50% or more of the partnership shall constitute an assignment of this Agreement requiring approval by the Key West Bight Management District Board.

Upon change of ownership or a controlling interest in a corporation or a partnership, as described herein, requiring approval of the Key West Bight Management District Board, Owner shall pay to the CRA a transfer fee of $400.00.

16. Person Signing
The person signing below as an individual or in a corporate capacity, does hereby certify that the description of the above vessel is correct and that he/she is or is authorized to act on behalf of the registered, lawful owner of the vessel, and is authorized to subject the vessel to all provisions of this Agreement, including but not limited to those providing for liens against it.

17. Dockage to Signer and Particular Vessel Only; Partners and Shareholders Bound
Owner agrees that part ownership of the vessel does not in any way create for CRA any obligation to furnish dockage space to any partner or share holder other than the original partners or shareholders entering into this Agreement, or to any vessel other than that described herein, whether or not the partnership or corporation is dissolved for any reason whatsoever. In the event of dissolution of a partnership or corporation, or the withdrawal of a part-owner, all parties shall nonetheless be bound by the terms of this Agreement and be obligated for the payment of all sums due, and for the strict performance of all its covenants and conditions.

18. Government Laws and Marina Regulations
Owner agrees to comply with all federal, state, and local laws pertinent to any subject matter of this agreement, including but not limited to those pertaining to marinas and boating. Owner further agrees to comply with all Marina Rules and Regulations, which are hereby incorporated and by reference made a part hereof, and which may be established from time to time by CRA. Owner further agrees to abide by all amendments to said regulations duly established by CRA during the term of this Agreement; provided, however, that CRA shall afford Owner 15 days written notice, delivered in accordance with Paragraph 9 above, prior to implementing any such duly enacted amendments.

Owner agrees that any emergencies involving the vessel will be handled at the CRA's discretion, and the Owner shall bear all expenses and risks of such an emergency. In the event of an emergency in the Owners absence, the CRA is authorized to take whatever steps are necessary to protect the facilities and waters of the Marina. Any towing charges or repair charges accrued in handling such an emergency shall be at the expense of the Owner and shall constitute a lien upon the subject vessel until paid in full.

19. Peaceable Use
Owner agrees to use peaceably the dockage space assigned hereby, and agrees not to do or allow, either individually or with others, any act which has the effect, in the sole judgment of CRA and its agents and employees, of disturbing the peace or of disturbing, inconveniencing or subjecting to physical jeopardy the marina premises, other persons, or other vessels. Owner further agrees to do

no act which impedes or disrupts the orderly operation of the marina or any portion of it, including but not limited to marina management, operation and revenues.

20. Sanitation Device
Owners vessel shall contain a marine sanitation device with current U.S. Coast Guard approval for marine use. Said device shall be properly installed, properly functioning, and used for all waste while the vessel is at dock. Failure to strictly comply with the provisions of this Paragraph shall be a default under this Agreement. Such device shall be not less than 15 gallons in capacity. CRA reserves the right to board and inspect Owner's vessel to determine compliance.

21. Owners Inspection
Owner acknowledges having inspected the dockage space assigned from time to time by this Agreement, and hereby accepts it in "as is" condition for berthing the above-described vessel. Owner agrees that CRA makes no warranty, guarantee, or assertion of any kind whatsoever concerning the condition of the docks, pilings, piers, walks, gangways, ramps or berthing gear, and will not be responsible for injuries of any nature or cause including CRA's negligence, to persons or property on CRAs property or marina premises.

22. CRA Inspection
Owner agrees that CRA shall have the right, upon 24 hours notice, to enter the vessel and dockage space during reasonable hours in order to determine whether Owner is in full compliance with the terms of this Agreement and all applicable laws and regulations.

23. Owners Insolvency, Dissolution, Death, Incompetence
If Owner becomes insolvent or enters bankruptcy proceedings during the term of this Agreement, or is dissolved, dies or becomes legally incompetent, CRA is hereby irrevocably authorized, at its sole option, to cancel this Agreement as for a default. CRA may elect to accept rent from any receiver, trustee, or other judicially-appointed officer during said term without affecting CRAs rights under this Agreement, but no such officer shall otherwise have any right, title or interest under this Agreement.

24. Assignment
Owner's rights under this Agreement shall not be assigned or transferred other than by approval by the Key West Bight Management District Board.

25. Termination
This Agreement shall be terminated upon any one of the following conditions:

(a) By Owner's written notice to CRA at address shown in Paragraph 9, not less than fifteen (15) days prior to the end of the calendar month;

(b) By CRA's written notice to Owner, pursuant to Paragraph 9, not less than fifteen (15) days prior

to the end of the calendar month of election to terminate.

(c) By breach of any of the covenants or provisions of this Agreement, including the Rules and Regulations as provided by Paragraph 18 above; provided, however, that Owner shall be entitled to a single warning of any violation of said Marina Rules and Regulations delivered as provided in Paragraph 9, and shall have 5 days after such delivery in which to achieve compliance. Subsequent violations of the same Marina Regulations shall terminate this Agreement, and CRA shall not be required again to issue a warning. CRA shall provide written notice to Owner and the Agreement shall terminate 15 days after delivery or attempted delivery of the notice by certified mail or commercial courier.

(d) By the dock becoming unserviceable for any reason; CRA may, but shall not be obligated to provide Owner with other available dockage space on an equal basis with other similarly situated Owners.

(e) By sale or transfer of ownership or control of the vessel identified herein, unless such sale has the prior written approval of CRA's Manager, the City Manager of the City of Key West or designee;

(f) By Owner's possession of any rights or interests of ownership, use, management or control whatsoever of more vessels or dockage spaces, or any combination thereof, in excess of the total number approved by current resolution of the CRA of Key West governing the Key West Bight Marina. Dockmaster is the authorized representative of CRA and the City of Key West.

(g) Owner agrees not to remove its vessel from the marina until all fees and charges are paid in full. Further, Owner agrees to notify Dockmaster at least 24 hours in advance of Owners intent to remove vessel from the Marina.

(h) Owner agrees to remove all of Owner's equipment and possessions (including dock boxes) upon termination of this agreement.

26. Homeland Security

Owner understands and agrees that a term or terms of this Agreement may be superseded or altered by a rule or regulation of the State of Florida, Federal Department of Homeland Security or the United States Coast Guard; and in such event this Agreement shall be interpreted in accordance therewith. If such rule or regulation makes this Agreement impossible to perform, then the Agreement shall terminate.

27. Prior Agreements Terminated

Execution of this Agreement by the signatures of Owner and the Manager for the CRA shall operate to terminate any and all prior agreements, contracts and leases between the parties hereto.

28. Time; CRA's Rights Cumulative
Time is of the essence of this Agreement. Owner agrees that CRA's rights under this Agreement are cumulative, and that CRA's failure to exercise any such right shall not operate to forfeit any of those rights.

29. Headings Not Part of Agreement
CRA and Owner agree that any heading which, labels any paragraph herein is for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the paragraph or of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Dockage Agreement on the dates indicated.

Owner: _____

For CRA:_____

Signature and Title if Corporation

Signature_____

Date: _____

I hereby acknowledge receipt of the Rules and Regulations for the Marina.

Owner:_____

Date: _____