

Application



THE CITY OF KEY WEST
Planning Department

**SPECIAL EXCEPTIONS ARE QUASI-JUDICIAL HEARINGS
AND IT IS IMPROPER TO SPEAK TO PLANNING BOARD
MEMBERS ABOUT THE REQUEST
OUTSIDE OF THE HEARING**

***Alcohol Sales Special Exception
Application***

Please print or type a response to the following:

1. Site Address 424 Eaton Street, Key West FL 33040
2. Name of Applicant Richard Scot Forste (tenant) / Claude Gardner (mng'r)
3. Applicant is: Owner X Authorized Representative _____
(please see the attached Verification & Authorization Forms)
4. Address of Applicant 722 Elizabeth Street
Key West, FL 33040
5. Phone # of Applicant 305-509-0862 Mobile# 305-504-0862 Fax# _____
6. E-Mail Address filetco@gmail.com
7. Name of Owner, if different than above 400 Duval Retail LLC
8. Address of Owner Attn: Claude Gardner
336 Duval St. Key West FL 33040
9. Phone Number of Owner 305-766-3133 Fax# _____
10. Email Address clauder@keysrealestate.com
11. Zoning District of Parcel HRCC-1 RE# 00006580-000000
12. Description of Use and Exception Requested
Transfer of 2 COP Retail Beverage
License from 1100 Packer Street, Key West
FL 33040 To 424 Eaton Street,
Key West, FL 33040

Please note that any special exception granted hereunder may be approved with conditions, which conditions shall be monitored in accordance with Section 18-610. The exception shall be to the applicant only, shall not be transferable and shall only be effective in conjunction with the use(s) specified in the application. The Planning Board recognizes public input and how the applicant has demonstrated a "good neighbor policy" by contacting or attempting to contact all noticed property owners who have objected to the application, and by addressing the objections expressed by these neighbors. Further, the Planning Board can consider any other factors they determine relevant to the public's health, safety and welfare.

The Planning Board may only grant the requested alcohol sales special exception after considering the following criteria. Please provide a response as to how this proposed use and exception meet or fulfill these criteria:

13. Demonstrate compatibility with surrounding existing uses:

THE FLAMING BUOY FILET CO. RESTAURANT

14. Demonstrate the extent of conflict between the proposed use and the hours of operation of the facilities:

CURRENTLY, THE FLAMING BUOY FILET CO. OPENS FOR DINNER AT 6:00 PM AND STOPS SEATING NO

LATER THAN 9:30 PM. WHILE WE ARE CONSIDERING EXTENDING THE HOURS OF OPERATION,

OPENING, PERHAPS, AT 3:00 PM, WE DON'T FORSEE US SEEING ANY LATER THAN 10:00, CONSIDERABLY

SHORTER THAN THE MANY OTHER RESTAURANTS AND BARS IN OUR VICINITY.

15. What are the mitigative measures proposed to be implemented by the applicant:

THE FLAMING BUOY FILET CO. WILL FOLLOW THE RULES SET BY THE FLORIDA DIVISION OF
ALCOHOLIC BEVERAGES AND TOBACCO AND WILL FOLLOW THE "GOOD NEIGHBOR" POLICY



*The Very Rev. Larry D. Hooper
St. Paul's Episcopal Church
401 Duval Street
Key West, FL 33040*

25 June 2018

To Whom it May Concern,

Recently we, St. Paul's Episcopal Church, received a notice from Mr. R. Scot Forste, Co-Owner of The Flaming Buoy Filet Company, located at 1100 Packer Street in Key West. It is their intent to open another Flaming Buoy Restaurant at 424 Eaton Street. They are applying for a Beer and Wine license.

With this letter I speak for the Vestry of St. Paul's to not oppose this application. Our only request to the state, county, and/or municipal agencies involved with granting the liquor license is that the license be attached to the owners of the property, or in this case the owners of the restaurant who will be leasing 424 Eaton Street, and not to the property itself.

I have no doubt Mr. Forste and his associates will be good neighbors near St. Paul's Church and an asset to this Eaton Street Corridor wherein there are so many attractions and non-profit institutions and establishments. We commend them for their hospitality, fine cuisine, and respect for the community.

We are happy to have them as neighbors and wish them continued success in their business.

Thank you for your consideration.

Sincerely yours,

The Very Rev. Larry D. Hooper+

The Very Rev. Larry D. Hooper
Rector, St. Paul's Episcopal Church
Dean of the Keys Deanery of the
Episcopal Diocese of Southeast Florida
401 Duval Street
Key West, FL 33040

Warranty Deed

\$ 19,132,000

Doc# 1887438 06/14/2012 4:12PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared by and after recording return to:

06/14/2012 4:12PM
DEED DOC STAMP CL: MT \$133,924.00

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attn: Gina M. Mavica, Esq.

Doc# 1887438
Bk# 2575 Pg# 426

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 13th day of June, 2012, by and between Duval Street Retail Center, LLC, a Delaware limited liability company, whose address is c/o JBK Capital, LLC, 561 Broadway, 10th Floor, New York, NY 10012 ("Grantor"), and 400 Duval Retail LLC, a Delaware limited liability company, whose address is 1119 Von Phister Street, Key West, FL 33040 ("Grantee").

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Monroe, State of Florida, and more particularly described as follows (the "Property"):

See Exhibit "A", attached hereto and made a part hereof

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

SUBJECT TO all exceptions, liens, easements, encumbrances and other matters appearing of record or from a physical inspection of the Property (collectively, the "Permitted Exceptions").

AND Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor only.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized corporate officer on the date stated above.

SELLER:

Signed, sealed and delivered in the presence of:

DUVAL STREET RETAIL CENTER, LLC, a Delaware limited liability company

By: JBK 400 Duval Street, LLC, its member

(Witness Signature)

By: _____
J.P. Josephson
Member

(Witness Signature)

By: JBK 400 Duval Street Management, LLC, its manager

By: JBK Capital, LLC, its sole member

(Witness Signature)
Jeremy M. Chao

By: _____
J. Bray Kelly
President

(Witness Signature)
William Palmer

Doc# 1887438
Bk# 2575 Pg# 427

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of June, 2012, by J.P. Josephson, as a Member of JBK 400 Duval Street, LLC, said LLC being the member of Duval Street Retail Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

(SEAL)

Notary Public

Sign: _____
Print Name: _____
State and County Aforesaid
My commission expires:

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this __ day of June, 2012, by J. Bray Kelly, as President of JBK Capital, LLC, said LLC being the sole member of JBK 400 Duval Street Management LLC, said LLC being the Manager of JBK 400 Duval Street, LLC, said LLC being the member of Duval Street Retail Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

(SEAL)

Notary Public

Sign: _____
Print Name: Jeremy M Chao
State and County Aforesaid
My commission expires:

JEREMY M CHAO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6245813
Qualified In New York County
My Commission Expires August 08, 2015

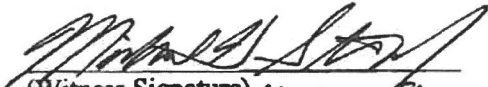
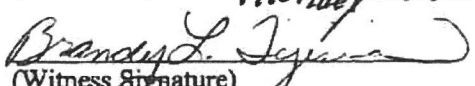
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized corporate officer on the date stated above.


SELLER:

Signed, sealed and delivered in the presence of:

DUVAL STREET RETAIL CENTER, LLC, a Delaware limited liability company

By: JBK 400 Duval Street, LLC, its member


(Witness Signature) Michael Stander, Jr.

(Witness Signature) Brandy L. Tejerina

By: 
J.P. Josephson
Member

By: JBK 400 Duval Street Management, LLC, its manager

By: JBK Capital, LLC, its sole member

By: _____
J. Bray Kelly
President

(Witness Signature)

(Witness Signature)

Doc# 1887438
Bk# 2575 Pg# 429

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of June, 2012, by J.P. Josephson, as a Member of JBK 400 Duval Street, LLC, said LLC being the member of Duval Street Retail Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

(SEAL)

Notary Public



MICHAEL H. STAUDER, JR.
MY COMMISSION # EE 105637
EXPIRES: August 20, 2015
Bonded Thru Budget Notary Services

Sign: [Signature]
Print Name: MICHAEL STAUDER JR
State and County Aforesaid
My commission expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of June, 2012, by J. Bray Kelly, as President of JBK Capital, LLC, said LLC being the sole member of JBK 400 Duval Street Management LLC, said LLC being the Manager of JBK 400 Duval Street, LLC, said LLC being the member of Duval Street Retail Center, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

(SEAL)

Notary Public

Sign: _____
Print Name: _____
State and County Aforesaid
My commission expires:

Exhibit A

Property Description

That piece or parcel of land in the Island of Key West, lying and being in the County of Monroe and State of Florida, described as follows:

PARCEL 1:

A portion of Lots 2 and 3, Square 38, Whitehead's map in the City of Key West, and more particularly described as follows:

Begin at a corner of Duval and Eaton Streets, thence Southwesterly along Eaton Street 200 Feet 4 inches; thence run Southeasterly parallel to Duval Street 88 feet; thence run Northeasterly parallel to Eaton Street 2 feet 7 inches; then run Southeasterly parallel to Duval Street 88 feet; thence run Northeasterly parallel to Eaton Street 47 feet 9 inches; thence run Northwesterly parallel to Duval Street 25 feet; thence run Northeasterly parallel to Eaton Street 150 feet; thence run Northwesterly along Duval Street 151 feet to the Point of Beginning; and

PARCEL 2:

Commencing at a point on Duval Street a distance of 151 feet Southeasterly from the corner of Duval and Eaton Streets, and then running in a Southeasterly direction along the line of Duval Street, for a distance of 25 feet; thence at right angles along the line of Lot 1 in said square for a distance of 150 feet; thence at right angles in a Northwesterly direction and parallel with Duval Street, for a distance of 25 feet; thence at right angles in a Northeasterly direction and parallel with Eaton Street for a distance of 150 feet to the Point of Beginning.

PARCEL 3:

Easement for the benefit of Parcel 1, recorded in Official Records Book 1971, Page 1155, in the Public Records of Monroe County, Florida.

MONROE COUNTY
OFFICIAL RECORDS

RETAIL LEASE AGREEMENT

Between

Landlord: 400 Duval Retail, LLC

And

Tenant: Hotspur, LLC

Date: June 1, 2018

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BASIC LEASE PROVISIONS

The following sets forth some of the Basic Provisions of the Lease. In the event of any conflict between the terms of these Basic Lease Provisions and the referenced Sections of the Lease, the referenced Sections of the Lease shall control. In addition to the following Basic Lease Provisions, all of the other terms and conditions and sections of the Retail Lease Agreement hereinafter set forth are hereby incorporated as an integral part of this Summary.

1. Building (See Section 1): 400 Duval Street
Key West, Monroe County
Florida 33040
2. Premises (See Section 1):
Store No.: 424 Eaton Street, Key West, Florida
Rentable Square Feet: Approximately 1,256 square feet
3. Term (See Section 2): Five years with one ten-year renewal option
4. Base Rent:

<u>Lease Term</u>	<u>Monthly Base Rent Installment*</u>
Lease Year 1	\$3,663.33 per month
Lease Year 2	\$4,710.00 per month
Lease Year 3	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 4	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 5	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>

Renewal Lease Term

Monthly Base Rent Installment*

Lease Year 6	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 7	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 8	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 9	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 10	Prior year's rent amount plus 3% increase or CPI increase capped at 5% for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 11	Prior year's rent amount plus 3% increase or CPI increase for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 12	Prior year's rent amount plus 3% increase or CPI increase for the preceding 12 months, <i>whichever is greater.</i>
Lease Year 12	Prior year's rent amount plus 3% increase or CPI increase for the preceding 12 months, <i>whichever is greater.</i>

Lease Year 14 Prior year's rent amount plus 3% increase or CPI increase for the preceding 12 months, *whichever is greater.*

Lease Year 15 Prior year's rent amount plus 3% increase or CPI increase for the preceding 12 months, *whichever is greater.*

*Plus triple net expenses in accordance with Section B (3) of the Lease, and applicable Florida sales tax and administrative fees

5.	Additional Rent (Triple Net):	Per Section B (3) of Lease
6.	Percentage Rent:	None
	Minimum Gross Sales:	N/A
7.	Rent Payment Address: 400 Duval Retail, LLC c/o Berkshire Hathaway Knight-Gardner Realty 336 Duval Street Key West, Florida 33040	
8.	Tenant's Share:	3.78%
9.	First month estimated Triple Net Expenses of \$785.25, plus administrative fees of \$117.79:	\$903.04
10.	Security Deposit:	\$4,710.00
11.	Parking Spaces:	N/A
12.	Tenant Buildout Allowance:	N/A
13.	Tenant's Permitted Use: Restaurant.	
14.	Excluded Uses: All others without Landlord written consent which may be unreasonably withheld	
15.	Tenant's Trade Name:	
16.	Tenant's Liability Insurance:	\$1,000,000/\$2,000,000

17. Landlord's Broker:

Claude J. Gardner

Tenant's Broker:

None

Notice Address:

LANDLORD;

TENANT;

400 Duval Retail, LLC
c/o Berkshire Hathaway Knight & Gardner Realty
336 Duval Street
Key West, Florida 33040

Hotspur, LLC
424 Eaton Street
Key West, Florida 33040


Guarantors: See Exhibit "C"

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the date set forth on the first page hereof.


WITNESSES:

LANDLORD:

400 Duval Retail, LLC



Print Name: PATRICIA MADIEDO

By: 
Kenneth Silverman, Authorized Signer



Print Name: B. Will Langley

TENANT:

Hotspur, LLC, a Florida limited liability company


Print Name: Janet Kassis

By: 
Richard S. Forste, Managing Member


Print Name: B. Will Langley

By: 
Fred C. Isch, II, Managing Member

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (hereinafter called the "Lease") is made and entered into as of the date appearing on the first page hereof by and between the Landlord and Tenant identified above.

A. PREMISES/TERM/CONSTRUCTION AND ACCEPTANCE OF PREMISES

1. **Premises.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises as follows: 424 Eaton Street, Key West, Florida 33040 in the Building identified in the Basic Lease Provisions, situated on the real property described in Exhibit "A" attached hereto (the "Property"), all such Premises as further shown by the drawing attached hereto as Exhibit "A" and made a part hereof by reference, reserving and excepting to Landlord the use of the roof and exterior walls (other than store fronts) and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, and appurtenant fixtures, leading through the Premises in locations which will not materially interfere with Tenant's use thereof. Tenant shall have no right or interest in the land beneath the Premises or the improvements below floor slab level or above the interior surface of the ceiling. As used herein, the term "Building" shall mean: (i) the real estate depicted or described on Exhibit "A" attached hereto, excluding any real estate depicted as an out lot or otherwise depicted as excluded; (ii) such contiguous real estate as Landlord may from time to time designate in writing as being included in the Building; (iii) the buildings and improvements constructed on such real estate, together with all alterations and additions thereto; and (iv) such improvements as may be constructed on such real estate after the date hereof.

2. **Lease Term.** Tenant shall have access to and use of the premises beginning on the day Landlord delivers possession of the premises, which date shall immediately follow Lease execution. Tenant shall begin making lease payments on September 1, 2018, or the date Tenant opens the Premises for business, fully fixtured and staffed, whichever shall first occur. Thereafter, Tenant shall have and hold the Premises for the term ("Term") identified in the Basic Lease Provisions commencing on the first day of the following month after lease execution (the "Term Commencement Date") and shall terminate at midnight on the last day of the Term (the "Expiration Date"), unless sooner terminated or extended as hereinafter provided. Landlord agrees that Tenant shall have the option to renew its tenancy for one additional ten (10) year Renewal Term as designated on the Summary Page. Tenant shall give written notice to Landlord at least one hundred and eighty (180) days prior to the expiration of the prior term of Tenant's exercise of the option to renew. The rent for any such renewal term shall be adjusted as designated on the Summary Page. It is a condition of the grant of this Option to Renew that Tenant be in good standing under all material terms of the Lease at the expiration of any original or renewal Lease term.

3. **Construction and Acceptance of Premises.** The Premises are being delivered in their "AS IS" condition, and as configured at the time of delivery of possession. Tenant acknowledges that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers has made any representations or warranties whatsoever as to the suitability of the Premises for the conduct of Tenant's business or for any other purpose, and that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives

or brokers agreed to undertake or cause to be undertaken any alterations or to construct any improvements to the Premises or the Building. No promise of the Landlord to alter, remodel or improve the Premises and no representation respecting condition of the Premises have been made by the Landlord to the Tenant and the Tenant will make no claim on account of any representation whatsoever, whether made by any rental agent, broker, officer or other representative of Landlord or which may be contained in any circular, prospectus or advertisement relating to the Premises. Landlord warrants that to Landlord's actual knowledge, the Premises and Building shall be in compliance with applicable state, local and federal orders as it pertains to the Americans with Disabilities Act or is exempt from such Act as it pertains to construction standards and Landlord shall remedy the violations of this warranty as Landlord's sole cost and expense.

4. **Quiet Enjoyment.** Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term hereof. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

B. MONTHLY RENT / TAXES / COMMON AREA EXPENSE / SECURITY DEPOSIT

1. **Base Rent.** Commencing on September 1, 2018, or on the date that Tenant opens the Premises for business, fully fixtured and staffed, whichever shall first occur (hereinafter, the "Rent Commencement Date"), Tenant shall pay to Landlord, at the address stated in the Basic Lease Provisions or at such other place as Landlord shall designate in writing to Tenant, Monthly Base Rent in the amounts set forth in the Basic Lease Provisions. The Monthly Base Rent for each Lease Year shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever, except as may be expressly provided in this Lease. With the exception of any partial monthly installment of Monthly Base Rent due in accordance with the terms of this Lease, full monthly installments of Monthly Base Rent shall be due and payable on or before the first day of each calendar month during the Term hereof. Tenant shall pay, as Additional Rent commencing on the Rent Commencement Date, all other sums due from Tenant under this Lease (the term "Rent", as used herein, means all Monthly Base Rent and all other amounts payable hereunder from Tenant to Landlord, including triple net expenses and sales taxes). The term "Lease Year", as used in the Basic Lease Provisions and throughout this Lease, shall mean that period from the Rent Commencement Date to the first succeeding June 30th; thereafter "Lease Year" shall mean the twelve-month period beginning June 1st and each successive twelve (12) month period following the anniversary of the Lease, commencing on June 1st and ending the next succeeding May 31st.

2. **Reporting of Sales Reports**

(a) Within five (5) days from the last day of each calendar year, Tenant shall prepare and deliver to Landlord, without demand, a statement of Tenant's Gross Sales during the preceding year, on an annual basis, certified to be correct by an officer of Tenant (hereinafter the "Sales Report").

3. **Taxes; Common Area Expenses.**

(a) Tenant shall be liable for and shall pay all taxes levied against personal property, fixtures, and Tenant's Work in the Premises as additional rent; if such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of any such items and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand, as additional rent, that part of such taxes for which Tenant is liable hereunder.

Tenant further agrees to pay as additional rent, Tenant's Share of the general real estate taxes, tax consultant fees, assessments, and governmental charges levied against Building for each calendar year beginning with the Commencement Date and during the Lease Term and any renewals or extensions thereof, together with Tenant's Share of the reasonable cost of any contest of such taxes, assessments and charges or the assessed valuation of the Building that Landlord may pursue in its reasonable discretion, including fees and disbursements of attorneys, tax consultants, arbitrators, appraisers, experts and other witnesses (hereinafter called the "Taxes"). The Taxes shall be appropriately prorated during the first and last years of the Lease Term if such years are less than full calendar years. "Tenant's Share" shall be that percentage which the Rentable Area of the Premises bears to the Rentable Area of the Building. Landlord may at its option make monthly or other periodic charges based upon the estimated annual taxes, payable in advance but subject to adjustment after receipt of the tax statement by Landlord. Tenant agrees to pay as additional rent any rent tax or other tax imposed upon rent payments or imposed upon Landlord based upon rent payments by Tenant to Landlord, however Tenant shall not be required to pay any income tax of Landlord.

(b) Tenant agrees to pay as further additional rent, as hereinafter provided, Tenant's Share of expenses incurred by Landlord at its discretion for the operation, management and maintenance of the Common Areas of the Building as constituted from time to time (hereinafter called the "Common Area Expenses"). As used herein, the term "Common Areas" shall mean those areas of the Building, including all parking areas, which are from time to time open for joint use by the tenants of Building or by the public, including driveways, truckways, delivery passages, walkways, concourses, malls, planted areas, landscaped areas, and public restrooms and common truck loading and receiving areas which are not leased to or reserved for individual tenants. Common Area Expenses shall include without limitation management fees paid to a management company, costs incurred for lighting, heating, air conditioning, painting, cleaning, removal of trash, garbage, debris and other refuse, central trash disposal (if Landlord elects to provide same), traffic control, fire protection, sewer, or septic system, compliance with governmental and other regulatory authority applicable to the Building, policing, inspecting, landscaping and repairing and replacing the Common Areas, or any part thereof, Landlord's share of costs incurred in the maintenance and repair of any offsite retention/detention facilities serving the Building and any offsite accessways burdened by an easement benefiting the Building, a reasonable administrative fee, including expenses reimbursable to a property manager, and depreciation of maintenance equipment, costs of all insurance, including any hazard, public liability and property damage insurance, and business interruption or rent insurance, as Landlord shall reasonably deem appropriate with respect to the Building, including appraisals and consultants' fees and premiums in connection with such insurance and deductible amounts paid in connection with any insurance claim, costs of all water consumed in the

Building which is not separately metered to tenants (single or multiple), and an administrative fee of fifteen percent (15%) of the foregoing costs, but excluding depreciation of Landlord's original investment in the Building. Capital expenditures shall also be included in operating costs, including, but not limited to, the replacement of the roof, replacement of the building systems, operating systems, life safety systems, HVAC systems and structural repairs, repairs and replacements of exterior walls, and resurfacing the parking areas. Tenant's share shall in no event include the cost of initial construction or expansion of the Building and the common areas. Tenant's Share to be paid by Tenant with respect to Common Area Expenses shall be that percentage of the cost of operation and maintenance of the Common Areas which the Rentable Area of the Premises bears to the Rentable Area of the Building, unless the Building or any facility serving the Building is operated, managed or maintained in common with other property or serves additional property, in which event Tenant's Share may be that percentage of a common cost which the Rentable Area of the Premises bears to the Rentable Area of the property under common operation, management, maintenance or served by the facility. Landlord may at its option make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Areas, payable in advance but subject to adjustment after the end of each calendar year on the basis of the actual costs for such year. Within ninety (90) days after the close of each calendar year, Landlord will furnish to Tenant a detailed statement of the expenses relating to the Common Areas for such year, such statement to be prepared in accordance with generally accepted accounting practices and to include Tenant's proportionate share of the expenses relating to the Common Areas computed as herein provided. Any necessary adjustments shall be made fifteen (15) days after delivery of such statement.

4. **Late Charge.** Other remedies for nonpayment of Rent notwithstanding, if any monthly installment of Minimum Rent or Additional Rent is not received by Landlord on or before the date due, or if any payment due Landlord by Tenant which does not have a scheduled due date is not received by Landlord on or before the fifteenth (15th) day following the date Tenant was invoiced therefor, a late charge of five percent (5%) of such past due amount shall be immediately due and payable as Additional Rent hereunder and interest shall accrue on all delinquent amounts from the date past due until paid at the lower of a rate of one and one-half percent (1-1/2%) per month or fraction thereof from the date such payment is due until paid (Annual Percentage Rate = 18%), or the highest rate permitted by applicable law.

5. **Partial Payment.** No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

6. **Security Deposit.** Tenant shall deposit with Landlord the sum of \$4,710.00 as Security Deposit (hereinafter referred to as "Security Deposit") as evidence of good faith on the part of Tenant in the fulfillment of the terms of this Lease, which shall be held by the Landlord during the Term of this Lease, or any renewal thereof. Tenant shall pay the Security Deposit on the day Tenant executes this Lease. Each Lease Year Tenant shall pay into the Security Deposit the amount necessary to have the Security Deposit equal the then current base monthly rent. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The

Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, or to pay the expenses of repairing any damage to the Premises, except natural wear and tear occurring from normal use of the Premises, which exists on the day Tenant vacates the Premises, but this right shall not be construed to limit Landlord's right to recover additional sums from Tenant for damages to the Premises. In addition to any other rights available to Landlord hereunder, the Security Deposit shall be forfeited in any event if Tenant fails to occupy the Premises and conduct business therein for the full Term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the Expiration Date of the Term, or of any renewal thereof. If there are no payments to be made from the Security Deposit as set out in this Section, or if there is any balance of the Security Deposit remaining after all payments have been made, the Security Deposit, or such balance thereof remaining, will be refunded to the Tenant within thirty (30) days after fulfillment by Tenant of all obligations hereunder (including payment of the balance of any year-end reconciliation). In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. In the event of an act of bankruptcy by or insolvency of Tenant, or the appointment of a receiver for Tenant or a general assignment for the benefit of Tenant's creditors, then the Security Deposit shall be deemed immediately assigned to Landlord. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds.

7. **Advance Rent.** Tenant shall deposit with Landlord the sum of \$6,491.41 as advance rent, including triple net expenses and sales taxes, to be applied toward the last month of the initial Lease Term (hereinafter referred to as "Advance Rent"). Concurrent with Tenant's exercise of the option to renew this Lease, Tenant shall pay into the Advance Rent the amount necessary to have the Advance Rent equal the last month's rent at the then current base monthly rent, plus then current estimated triple net expenses and administrative fees, plus sales taxes. Under no circumstances will Tenant be entitled to any interest on the Advance Rent. In addition to any other rights available to Landlord hereunder, the Advance Rent shall be forfeited in any event if Tenant fails to occupy the Premises and conduct business therein for the full Term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the Expiration Date of the Term, or of any renewal thereof.

C. **USE/RETAIL OPERATING COVENANTS/LAWS/RULES**

1. **Use of Premises and Common Areas/Hazardous Materials.**

(a) In addition to those Uses specified in the Basic Lease Provisions located above, Tenant shall not use or permit the use of any vending machines or public telephones on, at, or about the Premises without the prior written consent of Landlord. Tenant shall not permit any objectionable or unpleasant odors to emanate from the Premises nor take any action which in the commercially reasonable judgment of Landlord would constitute a nuisance or disturbance to other tenants at the Building or unreasonably interfere with their use of the respective premises nor do anything which would tend to injure the reputation of the Building. Tenant shall not

commit waste, perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building. Tenant shall operate its business in a dignified manner and in accordance with high standards of operation so as to maintain a character in keeping with the rest of the Building. In the use and occupancy of the Premises and with respect to conditions created at Tenant's request, or as a result of Tenant's performance or breach of any of its obligations hereunder or any fault of Tenant, Tenant shall, at Tenant's expense, comply with all laws and ordinances and all valid rules and regulations and all directives, orders and citations of federal, state, county and municipal authorities having jurisdiction over the Premises, including without limitation the Americans with Disabilities Act and all requirements of any insurance company and any public or private agency having authority over insurance rates.

(b) Tenant shall not cause or permit the receipt, storage, use, location or handling in the Building (including the Premises) of any product, material or merchandise which is explosive, highly inflammable, or a "hazardous or toxic material," as that term is hereafter defined. "Hazardous or toxic material" shall include all materials or substances which have been determined to be hazardous to health or the environment and are regulated or subject to all applicable laws, rules and regulations from time to time, including, without limitation hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by product or other hydrocarbon derivative; toxic substances, (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticide, (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); asbestos and radon and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of minor amounts of hazardous or toxic materials which are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general retail use (e.g., computer chemicals, and janitorial supplies).

(c) Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant and its successors and assigns shall mutually indemnify, protect, defend (with counsel approved by Landlord) and hold each other, its partners, officers, directors, shareholders, employees, agents, lenders, contractors and each of their respective successors and assigns (the "Indemnified Parties") harmless from any and all claims, damages, liabilities, losses, costs and expenses of any nature whatsoever, known or unknown, contingent or otherwise (including, without limitation, attorneys' fees, litigation, arbitration and administrative proceedings costs, expert and consultant fees and laboratory costs, as well as damages arising out of the diminution in the value of the Premises or any portion thereof, damages for the loss of the Premises, damages arising from any adverse impact on the marketing of space in the Premises, and sums paid in settlement of claims), which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any hazardous or toxic materials, in, on, under, from or about the Premises due to Tenant's acts or omissions, on or about the Premises, unless such claims, damages, liabilities, losses, costs and expenses arise out of or are caused by the negligence or willful misconduct of any of the Indemnified Parties. Landlord and its successors and assigns shall indemnify and hold Tenant and its successors and assigns harmless against all such claims or damages if arising out of or caused by the negligence or willful

misconduct of Landlord, its agents or employees. The indemnities contained herein shall survive the expiration or earlier termination of this Lease.

2. **Compliance with Laws.** Tenant and Landlord shall operate the Premises and Building respectively in compliance with all applicable federal, state, and municipal laws, ordinances and regulations (including, without limitation, the Americans with Disabilities Act) and shall not knowingly, directly or indirectly, make any use of the Premises or Building which is prohibited by any such laws, ordinances or regulations.

3. **Tenant Retail Operating Covenants.**

(a) Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to: (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of bankruptcy or of competent jurisdiction, or conduct or permit any fictitious "Going Out of Business" sale; (ii) use, or permit to be used, the malls or sidewalks adjacent to such Premises, or any other area outside the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotional activities in cooperation with the management of the Building or an association of merchants within the Building); (iii) use or permit to be used, any sound broadcasting or amplifying device which can be heard outside of the Premises; (iv) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business; (v) use the Premises for or conduct therein activities, the purpose for which is not included within the purpose for which the Premises may be used according to Section 13 of the Basic Provisions of this Lease; or (vi) use, operate or maintain the Premises in such manner that any of the rates for any insurance carried by Landlord, or the occupant of any premises within the Building, shall thereby be increased, unless Tenant shall pay to Landlord or such occupant within the Building, as the case may be, an amount equal to any such increase in rates, such payment to be made promptly on demand as each premium which shall include such increase shall become due and payable. Notwithstanding the foregoing, Landlord consents to Tenant placing two small café tables and planters in the immediate vicinity of the front door of the Premises, provided same: (i) do not extend beyond the Property boundary line onto the City of Key West right-of-way, and (ii) are compliant with all applicable laws, ordinances and regulations.

(b) Tenant: (i) will not represent or advertise that it regularly or customarily sells merchandise at a "bankruptcy sale"; (ii) will keep all mechanical apparatus free of vibration or noise which may be transmitted beyond the confines of the Premises; (iii) will not cause or permit noxious odors to emanate from the Premises; (iv) will not load or unload or permit the loading or unloading of merchandise, supplies or other property except within the area designated by Landlord from time to time; and (v) will not permit the parking or standing, outside of such designated area, of trucks, trailers or other vehicles or equipment engaged in such loading or unloading.

(c) Tenant: (i) will keep clean the inside and outside of all glass in the doors and windows of the Premises; (ii) will replace promptly at its own expense with glass of like kind and quality any subsequently broken or damaged plate or window glass; (iii) will replace

doors or door hardware of the Premises which may for any reason become cracked or broken; and (vi) will keep such refuse in proper containers inside the Premises until such time as same is called for to be removed. Tenant will maintain plate glass insurance reasonably satisfactory to Landlord if any plate glass is contained in the store front of the Premises.

(d) Tenant (i) will maintain and operate the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; (ii) will keep all garbage, refuse and solid waste inside the Premises in the appropriate containers, or shall place the same outside the Premises, prepared for collection, in the manner and at the times and places designated by the appropriate disposal company, and will also abide by all disposal regulations, or any other regulations concerning garbage, refuse or solid waste, and will not permit accumulation of garbage, trash, rubbish or other refuse in the Premises; (iii) will install and maintain greasetraps, commercial hood systems, and such other improvements and systems as required by any applicable governmental regulation for a restaurant of the size and seating as operated on the Premises; (iv) will not use the Premises or permit the same to be used in any manner which violated any law, ordinance or constitutes a nuisance, that may injure the reputation of the property or annoy, inconvenience or damage its patrons or other tenants, or that would constitute an extra-hazardous use or violate any insurance policy of Tenant, Landlord or any other tenant on or increase the cost thereof.

(e) In the event that at any time during the Term, or any extension or renewal thereof, Tenant should vacate, abandon, or desert the Premises or the Premises shall be closed for thirty (30) consecutive days or more than forty-five (45) days within any ninety (90) day period, then, in any such event, Tenant shall be in default hereunder and Landlord shall have, in addition to all rights and remedies provided under Section G.2 herein, the right to collect not only the Minimum Rent and other rent otherwise provided for herein, but also additional rental at the rate of twice the per diem amount of Minimum Rent otherwise payable hereunder for each and every day that Tenant shall fail to do business within the Premises in accordance with the terms of this Lease; provided, however, that such additional rental shall not accrue during any period when the Premises are rendered untenable by reason of fire, casualty, or cause beyond Tenant's control and not resulting from the intentional or negligent acts or omissions of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, and the failure to operate Tenant's store during such period shall not be deemed a default hereunder. Said additional rent is intended to contribute to the expense of monitoring the occupancy of the Premises and shall not be deemed a penalty or liquidated damages.

(f) If Tenant is engaged in retail sales, then Tenant shall install and maintain at all times displays of merchandise in display windows in the Premises. Tenant will light any electric signs and keep the display windows in the Premises well lighted during such times as the level of light outside the Premises is less than ten (10) foot candles of natural light, except that Tenant shall not be required to keep its electric signs and windows lighted more than one hour following the store closing hour.

D. UTILITIES

1. Utilities.

(a) Tenant shall promptly pay all charges for electricity, water, sewer, telephone, gas (where applicable), and chilled water service (where applicable) furnished to the Premises, to the provider of the service, but nevertheless as additional rent. Landlord may, if it so elects, furnish one or more of such services to Tenant, and, in such event, Tenant shall purchase such services as are tendered by Landlord and shall pay for such services at the rates established therefor by Landlord, provided that such rates shall not exceed the rates which would be charged for the same service if furnished directly by the applicable public utility then furnishing such service. In the event that at any time during the Term, or any extensions and renewals thereof, Tenant shall fail to promptly pay any of the foregoing charges, Landlord shall have the right, but not the obligation, to pay such charge or charges for and on behalf of Tenant and such amounts so paid shall be deemed to be additional rent hereunder and shall be payable by Tenant to Landlord upon demand.

(b) Landlord has advised Tenant that presently Keys Energy Service ("Electric Service Provider") is the utility company selected by Landlord to provide electricity service for the Premises. Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider.

(c) Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, the Electric Service Provider, and any Alternate Service Provider reasonable access to the electric lines, feeders, risers, wiring, and any other machinery within the Premises.

(d) Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this Lease. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

2. **Signs.** Subject to the following general conditions and prohibitions, Tenant shall be permitted to use a standard sign package to maximum size permitted by local government in the Historic District, subject to review and approval of same by Landlord during the lease process, but prior to Lease Execution. Tenant shall not, without the prior written consent of Landlord: (i) paint, decorate or make any changes to the store front of the Premises; (ii) install

any exterior lighting, awning, or protrusions, or any exterior signs, advertising matter, decoration or painting; (iii) install any drapes, blinds, shades or other coverings on exterior windows and doors; (iv) affix any window or door lettering, sign decoration or advertising matter to any window or door glass; or (v) erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, excepting only dignified displays of customary type in store windows, provided further that subject to securing approval from the City. Execution of the Lease by Landlord shall constitute approval of Tenant's original signage submission. Tenant shall at all times keep all signs in good condition, in proper operating order and in accordance with all applicable government regulations. Use of the roof of the Premises is reserved to Landlord, and Landlord may install upon the roof equipment, signs, antenna, displays, and other objects and may construct additional stories above the Premises, provided any such use does not unreasonably interfere with Tenant's occupancy of the Premises.

3. **Storage.** If Landlord makes available to Tenant any storage space outside the Premises, anything stored therein shall be wholly at the risk of Tenant, and Landlord shall have no responsibility or liability for the items stored therein.

4. **Force Majeure.** In the event of a strike, lockout, labor trouble, civil commotion, an act of God, or any other event beyond Landlord's control (a "force majeure event") which results in the Landlord being unable to timely perform its obligations hereunder to repair the Premises or provide services, so long as Landlord diligently proceeds to perform such obligations after the end of such force majeure event, Landlord shall not be in breach hereunder, this Lease shall not terminate, and Tenant's obligation to pay any Minimum Rent, additional rent, or any other charges and sums due and payable shall not be excused. **TENANT hereby specifically acknowledges that a mandatory evacuation as a result of a hurricane shall not alone result in the abatement of rent as the Premises shall not be considered untenable unless damage from a casualty results in the space being unusable.**

E. REPAIRS/ALTERATIONS/CASUALTY/CONDEMNATION

1. **Repairs and By Landlord.** Landlord as its sole cost and expense shall be responsible for the maintenance and repair of the roof, foundation, structure, exterior walls (except plate glass, doors, door closures, door frames, store fronts, windows and window frames located in exterior building walls). Landlord shall maintain the external plumbing, electric and utilities systems and service to the Premises, only to the extent same existed at Lease Commencement. All interior plumbing, electric and utility systems and any Tenant modifications or additions to plumbing, electric and/or utility systems shall be maintained and repaired by Tenant, at its sole cost and expense, as well as any and all changes to utility service to the Premises. Any item that is part of the Tenant build-out shall be maintained and repaired by Tenant at Tenant's sole cost and expense.

2. **Repairs By Tenant.** Tenant shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and free from any infestation by insects, rodents, or other pests, and, except as provided in Section E.1 hereof, make all needed maintenance, repairs, and replacements for the proper operation of Tenant's business within the Premises, including all maintenance, repairs, and replacements to: (i) the heating, ventilating, and air conditioning

systems serving the Premises; (ii) the exterior and interior portion of all doors, windows, window frames, plate glass, door closures, door frames and store fronts; (iii) all plumbing and sewage facilities within the Premises, including free flow up to the connection to the main sewer line; (iv) all fixtures within the Premises; (v) all electrical systems serving the Premises (whether or not located within the Premises); (vi) all sprinkler systems serving the Premises; (vii) all interior walls, floors, and ceilings; (viii) all repairs, replacements, or alterations required by any governmental authority; and (ix) all necessary repairs and replacements of Tenant's trade fixtures required for the proper conduct and operation of Tenant's business. If at any time and from time to time during the Term, and any extensions and renewals thereof, Tenant shall fail to make any maintenance, repairs, or replacements in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make such maintenance, repairs, and replacements for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, and replacements shall be deemed to be additional rent hereunder and shall be payable to Landlord upon demand. At the termination of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty alone excepted. Tenant covenants and agrees to maintain, repair and replace and to keep in force a standard maintenance agreement on all heating, ventilation and air conditioning systems ("HVAC Systems") serving the Premises with a reputable heating and air conditioning service organization reasonably acceptable to Landlord and shall provide a copy of said maintenance agreement to Landlord for its approval. Any alterations, additions, or replacements to the Premises made by Tenant or its agents shall be maintained and repaired by Tenant, at its sole cost and expense. Any item that is part of the Tenant build-out shall be maintained and repaired by Tenant at Tenant's sole cost and expense

3. **Alterations and Improvements.**

(a) Tenant shall not make any alterations, additions, or replacements to the Premises or any repairs required under this Lease, without the prior written consent of Landlord, except for nonstructural alterations and improvements to the interior of the premises the value of which does not exceed \$1,000.00, and/or the installation of unattached moveable fixtures which may be installed without drilling, cutting, or otherwise defacing the Premises. All alterations, additions, and improvements made in and to the Premises and all floor covering that is cemented or adhesively fixed to the floor and all fixtures (other than trade fixtures) which are installed in the Premises shall remain in and be surrendered with the Premises and shall become the property of Landlord at the expiration or sooner termination of this Lease. So long as Tenant is not in default hereunder, Tenant shall have the right to remove its trade fixtures from the Premises, provided that Tenant shall repair and restore any damage to the Premises, caused or occasioned by such removal. Landlord consent to repairs, alterations, additions and improvements done by Tenant shall not be unreasonably withheld except to the extent said work affects the structure of the Building or negatively impacts other tenants in the Building, in which case Landlord consent may be withheld in Landlord's sole and absolute discretion.

(b) All repairs, alterations, additions and improvements done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as will cause the least interference with other construction in progress and with the transaction of business in the Building. Whenever Tenant proposes to do any construction work within the Premises, Tenant

shall first furnish to Landlord plans and specifications covering such work in such detail as Landlord may reasonably request. Such plans and specifications shall comply with such requirements as Landlord may from time to time prescribe for construction within the Building. In no event shall any construction work be commenced within the Premises without Landlord's written approval of such plans and specifications.

(c) Landlord shall have the right, but not the duty, to enter upon the Premises at any time for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations, or additions to adjacent property, or of showing the Premises to lenders or to prospective purchasers or tenants. Landlord's entry upon the Premises pursuant to this provisions shall be at reasonable hours, with reasonable advanced notice, and shall not unreasonably interrupt Tenant's business operations.

(d) Tenant shall not suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or exist against the land or building of which the Premises are a part, or Tenant's interest in the Premises by reason of work, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under the Tenant, and nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations or repairs of or to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's, mechanics' or other lien against the Premises. If any such lien should, at any time, be filed, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing same. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by posting a bond. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

(e) Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused Tenant or Tenant's assignees, sublessees, customers, invitees, employees, licensees or concessionaires in the Premises on account of Landlord's performance of any repair, maintenance or replacement in the Premises or any other work therein pursuant to Landlord's rights or obligations under this Lease so long as such work is being conducted by Landlord in accordance with the terms of this Lease and without gross negligence or gross disregard for Tenant's business operations.

4. **Destruction or Damage by Casualty.**

(a) Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and if Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole

cost and expense to rebuild and repair the Premises. The parties agree that the loss of utilities which are essential for the operation of Tenant's business for a period of more than thirty (30) consecutive days shall constitute a casualty provided that Tenant is not operating its entire business within the Premises. Notwithstanding the foregoing, in the event that: (i) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration; (ii) the building in which the Premises are located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance; (iii) such building shall be destroyed or rendered untenable by any casualty to the extent of at least fifty percent (50%) of the Rentable Area of such building; (iv) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction; (v) the holder of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which encumbers Landlord's interest hereunder or in the Premises shall require that such proceeds shall be applied against any indebtedness owed to such holder; or (vi) there shall be less than two (2) years remaining in the Term, or any extension or renewal thereof, then, in any of such events, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. In the event that the premises is damaged more than 50% of the Rentable Area and the Landlord has not repaired the premises within ninety (90) days of the day of the causality, the Tenant may terminate this lease with written notice to the Landlord.

(b) Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty including but not limited to the loss of utilities which are essential for the operation of Tenant's business for a period of thirty (30) consecutive days so that Tenant cannot operate its entire business at the Premises until Landlord's repairs are completed and/or the utility services are restored, the Minimum Rent shall be reduced and abated in proportion to the amount of Rentable Area of the Premises which is rendered untenable as a result of such casualty; provided, however, that if such damage or destruction is caused by the intentional or negligent acts or omissions of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, then, and in that event, the Minimum Rent shall not abate. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

(c) Tenant agrees at all times at its expense to keep its fixtures, all alterations, additions and improvements done by Tenant within the Premises and Tenant's other property situated within its Premises insured by "All Risk" insurance in an amount equal to its full replacement value. Such insurance shall be carried with companies reasonably satisfactory to Landlord. Such insurance shall be non-cancelable and non-amendable except after ten (10) days written notice to Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord, together with evidence of payment of the premium therefor, prior to the Rent Commencement Date and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy

terms. The proceeds of such insurance shall be payable to Landlord and Tenant, jointly, for use by Tenant only, except with the consent of Landlord, for the repair or replacement of merchandise, fixtures, or other property which was situated within the Premises.

(d) In the event that fifty percent (50%) or more of the Rentable Area of the Building shall be destroyed or substantially damaged by any casualty, notwithstanding that the Premises may be unaffected by such casualty, Landlord may terminate this Lease by giving the Tenant thirty (30) days prior written notice of Landlord's election to do so, which notice shall be given, if at all, within ninety (90) days following the date of such occurrence. Rent shall be adjusted as of the date of such termination. shall

(e) Tenant shall be responsible to secure the Premises in the event of a tropical disturbance including hurricane, utilizing protection necessary to protect the storefront and contents from windstorm and flood damage. Tenant's failure to take adequate precaution resulting in damages to Landlord's premises (including other Tenants in the building) shall be a material default under that terms of this Lease.

5. **Eminent Domain.**

(a) If more than fifty percent (50%) of the Rentable Area of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall terminate upon the election of either party effective on the date possession of a portion of the Premises is taken by the condemning authority.

(b) If less than fifty percent (50%) of the Rentable Area of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall not terminate, or if more than fifty percent (50%) of the Rentable Area of the Premises is so taken and this Lease is not terminated in accordance with the preceding Section, then in either of such events the Minimum Rent payable hereunder during the unexpired portion of the Term shall be reduced by the percentage which the area taken bears to the area of the Premises prior to the date possession of such portion of the Premises is taken by the condemning authority.

(c) If any portion of the Common Areas should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall not terminate, nor shall the rent payable hereunder be reduced, nor shall Tenant be entitled to any part of the award made for such taking, except that either Landlord or Tenant may terminate this Lease if the total of the area of the Common Areas remaining following such taking, plus any additional parking area provided within a reasonable time by Landlord in reasonable proximity to Building, shall be less than seventy percent (70%) of the original area of the Common Areas.

(d) Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date by which both Landlord and Tenant are notified of such taking or such sale, and, in the event that neither Landlord nor Tenant shall so exercise such election to terminate this Lease, then this Lease shall continue in full force and effect.

(e) If this Lease is not terminated following any condemnation, Landlord shall make all necessary repairs or alterations necessary to make the Premises an architectural whole, and Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to make all necessary repairs or alterations within the Premises necessary for the Premises to be used for their Permitted Use.

(f) All compensation awarded for any taking (or the proceeds of private sale under threat thereof), whether for the whole or a part of the Premises, shall be the property of Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and personal property within the Premises if a separate award for such items is made to Tenant.

6. **Damage or Theft of Personal Property.** All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the negligent or willful act of the Landlord, its employees and agents (but subject to the insurance and waiver of subrogation provisions set forth in Section F.1(e) below).

F. INSURANCE/INDEMNITIES/WAIVER/ESTOPPEL

1. Insurance.

(a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified, and in the form hereinafter provided for:

(i) Commercial General Liability ("CGL") Insurance written on an occurrence basis, covering the Premises and all operations of the Tenant in or about the Premises and the Common Areas against claims for bodily injury, property damage and product liability and to include contractual liability coverage insuring Tenant's indemnification obligations under this Lease, to be in combined single limits of not less than \$1,000,000 for each occurrence for bodily injury and property damage, \$1,000,000 for products/completed operations aggregate, \$1,000,000 for personal injury, and to have general aggregate limits of not less than \$2,000,000 (per location). The general aggregate limits under the Commercial General Liability insurance policy or policies shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect. The certificate of insurance evidencing the CGL form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy apply separately to the Premises.

(ii) Insurance covering all of the items included in Tenant's leasehold improvements, heating, ventilating and air conditioning equipment maintained by Tenant, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and alterations, additions or changes made by Tenant pursuant to Section E, in an amount not less

than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Section E.4 of this Lease.

(iii) Workers' Compensation and Employer's Liability insurance in such amounts and fashion as prescribed by and required by the State of Florida.

(b) All policies of the insurance provided for in Section F.1 above shall be issued in form acceptable to Landlord by insurance companies with a rating and financial size of not less than A-VIII in the most current available "Best's Insurance Reports" and licensed to do business in the state in which the Building is located. Each and every such policy:

(i) shall name Landlord as an additional insured (as well as any mortgagee of Landlord and any other party reasonably designated by Landlord), except with respect to the insurance described in Section F.1(a)(iii) above;

(ii) shall (and a certificate thereof shall be delivered to Landlord at or prior to the execution of the Lease) be delivered to each of Landlord and any such other parties in interest within thirty (30) days after delivery of possession of the Premises to Tenant and thereafter within five (5) days after the inception (or renewal) of each new policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(iii) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days' notice in writing (and ten days in the case of non-payment) in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

(iv) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

(c) Any insurance provided for in F.1(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear;

(ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and

(iii) the requirements set forth in this Section F.1 are otherwise satisfied.

(d) During the Term hereof, Landlord shall in a manner comparable to other comparable retail facilities in the commercial market where the Building is located keep in effect (i) commercial property insurance on the Building and Common Areas of the Building, its fixtures and equipment, and rent loss insurance for a period and amount of not less than one (1) year of rent (such commercial property insurance policy shall, at a minimum, cover the perils insured under the ISO special causes of loss form which provides "all risk" coverage, and include replacement cost coverage), and (ii) a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Common Areas and Property.

(e) Notwithstanding anything to the contrary set forth hereinabove, Landlord and Tenant do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by "all risks" property insurance of the type described in F.1(a)(ii) and Section F.1(d)(i) above. Each party shall also be responsible for the payment of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged. These waivers shall apply if the damage would have been covered by a customary "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" insurance of the type described in Section F.1(a)(ii) and Section F.1(d)(i). Each such policy shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees with respect to property damage covered by the applicable "all risks" fire and casualty insurance policy.

2. **Indemnities.**

(a) Tenant shall and does hereby indemnify, protect, defend and save harmless Landlord and its partners, officers, directors, shareholders, employees and agents from and against any and all liability for any injury to or death of any person or persons or any damage to property and any other claims, judgments, penalties, fines, liabilities, loss, damages or expenses in any way arising out of or connected with the condition, maintenance, use or occupancy of the Premises or any occurrence in the Premises, or in any way arising out of the activities in the Premises, Common Areas or other portions of the Building, of the Tenant or its assigns or sublessees or their respective agents, employees, licensees, concessionaires or invitees, and from all costs, expenses and liabilities, including court costs and reasonable attorneys' fees, incurred by Landlord or any other indemnified party in connection therewith. Subject to F.2 hereinbelow, Landlord shall and does hereby indemnify, protect, defend and save harmless Tenant and its partners, officers, directors, shareholders, employees and agents from and against any and all liability for any injury to or death of any person or persons or any damage to property and any other claims, judgments, penalties, fines, liabilities, loss, damages or expenses in any way arising out of or connected with the condition, maintenance, use or occupancy of Common Areas or other portions of the Building, of the Landlord or its assigns or sublessees or their respective agents, employees, licensees, concessionaires or invitees, and from all costs, expenses and liabilities, including court costs and reasonable attorneys' fees, incurred by Tenant or any other indemnified party in connection therewith. These indemnifications shall survive the expiration or earlier termination of the Term of this Lease.

(b) Notwithstanding any other provision of this Lease, each of Landlord and Tenant hereby releases the other and its partners, officers, directors, shareholders, employees and agents from liability for any loss or damage to the releasing party's property or business, including property of others within the releasing party's care, custody and control, and Tenant hereby releases each other tenant of premises in the Building who grants the same release of Tenant and its partners, officers, directors, shareholders, employees and agents from liability for any loss or damage to Tenant's property or business. The releases contained or provided for in this section shall apply notwithstanding the fault or negligence of Landlord or Tenant or any other tenant of premises in the Building or anyone for whom any of them may be responsible. Each of Landlord and Tenant agrees that its insurance policies with respect to the Premises or the Building will contain a waiver by the insurer of subrogation against the other party to this Lease and any tenant of premises in the Building and any of their respective partners, officers, directors, shareholders, employees and agents.

3. **Acceptance and Waiver.** Except to the extent caused by the negligence or willful misconduct of Landlord, its agents and employees (but subject to the provisions of Section F.1(b) above), Landlord shall not be liable to Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to any accident or occurrence on the Premises or any other portion of the Building, whether due to Landlord's negligence or otherwise, including injury, death or damage caused by the Premises or other portions of the Building becoming out of repair or caused by any defect in or failure of equipment, pipes, or wiring, or caused by broken glass, or caused by the backing up of drains, or caused by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Premises, or caused by fire or smoke, or caused by the acts or omissions of other tenants of the Building; provided, however, that this Section shall not preclude Tenant from seeking recovery from any third party responsible for such damage or injury.

4. **Estoppel.** Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and whether Tenant has any offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or by a mortgagee of Landlord's interest or assignee of any security deed upon Landlord's interest in the Premises.

G. DEFAULT/REMEDIES/SURRENDER/HOLDING OVER

1. **Notices.** Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth in Section 16 of the Basic Lease Provisions. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice by fax and by electronic mail. Any such notice shall be deemed given on the earlier of two (2) business days

after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof, provided that receipt of notice solely by fax or electronic mail shall not be deemed to be delivery of notice hereunder. The time period for responding to any such notice shall begin on the date the notice is actually received, but refusal to accept delivery or inability to accomplish delivery because the party can no longer be found at the then current notice address, shall be deemed receipt. Either party may change its notice address by notice to the other party in accordance with the terms of this Section G.1. The initial notice addresses for each party are set forth in the Basic Lease Provisions.

2. **Events of Default/Remedies.**

(a) The following events shall be deemed to be events of default by Tenant under this Lease (each, an “Event of Default”; collectively, “Events of Default”):

(i) Tenant fails to pay any installment of Rent when due and such failure continues for more than ten (10) days after Tenant is given written notice of such failure (provided, however, Tenant shall not be entitled to such notice and cure period more than twice in any calendar year during the Lease Term);

(ii) Tenant fails to comply with any provision of this Lease (other than clauses (i), (iii), (iv), (v), (vi) and (vii) in this Section G.2, all of which terms, provisions and covenants shall be deemed material and such failure continues for more than thirty (30) days after Tenant is given written notice of such failure (provided such 30-day notice and cure period for non-monetary defaults shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure will result in a default by Landlord under other leases of space in the Building);

(iii) the leasehold hereunder demised is taken on execution or other process of law in any action against Tenant;

(iv) Tenant fails to take occupancy of the Premises or otherwise deserts, abandons or vacates any substantial portion of the Premises;

(v) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition;

(vi) Tenant takes any action to or notifies Landlord that Tenant intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Tenant under any such statute or Tenant or any creditor of Tenant’s notifies Landlord that it knows such a petition will be filed or Tenant notifies Landlord that it expects such a petition to be filed; or

(vii) a receiver or trustee is appointed for Tenant’s leasehold interest in the Premises or for all or a substantial part of the assets of Tenant.

Notwithstanding the foregoing provisions in this Section G.2, Tenant shall not be entitled to any notice and cure period in connection with Tenant's obligation to vacate the Premises at the end of the Lease Term.

(b) Upon the occurrence under this Lease of any Event of Default by Tenant, whether enumerated in Section G.2 herein or not, Landlord shall have the option to pursue any one or more of the following remedies:

(i) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord;

(ii) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease) and re-let or attempt to re-let the Premises for the account of Tenant and Landlord shall not be deemed to have thereby accepted a surrender of the Premises, and Tenant shall remain liable for all Rent or other sums due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any provision of this Lease;

(iii) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action;

(iv) accelerate and declare the entire remaining unpaid Rent for the balance of the Lease Term to be immediately due and payable forthwith, and may, at once, take legal action to recover and collect the same; and

(v) exercise all other remedies and seek all damages available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

In the event Landlord elects to re-enter or take possession of the Premises after an Event of Default by Tenant, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or take possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof. In addition, the provisions of Section G.2 herein shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All of Landlord's remedies under this Lease shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or an election of remedies.

(c) Any installment of Base Rental and any Additional Rent not paid to Landlord within ten (10) days following the date when due and payable shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful contract rate per annum.

(d) This Section G.2 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that notice, in writing only and delivered in accordance with Section 30 herein, shall be sufficient to evidence and effect the termination therein provided for.

(e) Any personal property left in the Premises or any personal property of Tenant left about the Building at the expiration or termination of this Lease, the termination of Tenant's right to occupy the Premises or the abandonment, desertion or vacating of the Premises by Tenant, shall be deemed abandoned by Tenant and may, at the option of Landlord, be immediately removed from the Premises or such other space by Landlord and stored by Landlord at the full risk, cost and expense of Tenant. Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. In the event Tenant does not reclaim any such personal property and pay all costs for any storage and moving thereof within thirty (30) days after the expiration or termination of this Lease, the termination of Tenant's right to occupy the Premises or the abandonment, desertion or vacating of the Premises by Tenant, Landlord may dispose of such personal property in any way that it deems proper. If Landlord shall sell any such personal property, it shall be entitled to retain from the proceeds the amount of any Rent or other expenses due Landlord, together with the cost of storage and moving and the expense of the sale. Notwithstanding anything contained herein to the contrary, in addition to the rights provided herein with respect to any such property, Landlord shall have the option of exercising any of its other rights or remedies provided in the Lease or exercising any rights or remedies available to Landlord at law or in equity.

3. **Landlord's Lien.** Tenant hereby grants to Landlord a first priority security interest in all of Tenant's fixtures located in the property now or hereafter located in the Premises and upon the proceeds of any insurance with respect to such property as security for rent and all other sums due and to become due under this Lease for the remainder of the Term or in connection with any default by Tenant hereunder, which security interest shall not be in lieu of or in any way affect any statutory lien given to Landlord by law, but shall be cumulative thereto. This security interest shall not prevent the sale by Tenant of its inventory, goods and merchandise in the ordinary course of business free of such security interest to Landlord. In the event Tenant is in default under this Lease, Landlord may, in addition to any other remedies provided for herein or at law or in equity, (i) take possession of all of Tenant's fixtures on the Premises and sell the same at public or private sale after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, and for such prices and terms as Landlord deems best, with or without having the property present at such sale, or (ii) exercise any other rights and remedies accruing to a secured lender under the Uniform Commercial Code. Landlord shall have the right to become the purchaser at any such sale. Any notice required to be given by Landlord of a public or private sale or other disposition of such property or any other intended action of Landlord with respect to such property may be given to Tenant in the manner provided in this Lease for the giving of notices at least five (5) business days prior to such proposed action and, if so given, shall constitute reasonable and fair notice to Tenant of such action. Notwithstanding any other provision herein, Tenant expressly acknowledges and agrees that Landlord shall not and shall not

be deemed to accept a surrender or abandonment of the Premises by exercising its rights under this Section 32, nor shall any action of Landlord constitute a termination of this Lease without express written notice thereof to Tenant. Upon request by Landlord, Tenant shall execute and deliver to Landlord Uniform Commercial Code financing statements in form and substance sufficient to perfect the security interest granted herein. Notwithstanding the foregoing, in the event that Tenant needs to obtain financing for its inventory, goods and merchandise, Landlord agrees to subordinate its interest to the liens for inventory, goods and merchandise but not to furniture, fixtures and equipment. The form of the Subordination Agreement must be reasonably acceptable to Landlord.

4. **Rent a Separate Covenant.** Tenant shall not for any reason withhold or reduce Tenant's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed contractually by the parties that the payment of Rent, and other charges provided under this Lease is a contractual covenant by Tenant that is independent of the other covenants of the parties under this Lease.

5. **Service of Notice.** Except as otherwise provided by law, Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service may be made by attaching the same to the front entrance of the Premises.

6. **Advertising.** Landlord may advertise the Premises as being "For Rent" at any time following a default by Tenant which remains uncured and at any time within ninety (90) days prior to the expiration, cancellation or termination of this Lease for any reason and during any such periods Landlord may exhibit the Premises to prospective tenants upon prior reasonable notice to Tenant.

7. **Surrender of Premises.** Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the Commencement Date hereof, natural wear and tear only excepted, and Tenant shall remove all of its personality therefrom and shall, if directed to do so by Landlord, remove all improvements and restore the Premises to its original condition prior to the construction of any improvements which have been made therein by or on behalf of Tenant, including any improvements made prior to the Commencement Date. Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be reasonably necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of the Term of this Lease. If the last day of the Term of this Lease or any renewal falls on a Saturday, Sunday or a legal holiday, this Lease shall expire on the business day immediately preceding.

8. **Cleaning Premises.** Upon vacating the Premises, Tenant agrees to return the Premises to Landlord broom clean and in the same condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any Security Deposit (as defined in Section 10 above) has been forfeited.

9. **Removal of Fixtures.** If Tenant is not in default hereunder, Tenant may, prior to the expiration of the Term of this Lease, or any extension thereof, remove any fixtures and equipment which Tenant has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant promptly repairs all damages to the Premises caused by such removal.

10. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or of any renewal term, with Landlord's written consent, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at the higher of 200% of the monthly Minimum Rent payable hereunder upon such expiration of the Term hereof, or of any renewal term, or 200% of the then current fair market rental value of the Premises. In the event Tenant remains in possession of the Premises after the expiration of the Term hereof, or any renewal term, without Landlord's written consent, Tenant shall be a tenant at sufferance and may be evicted by Landlord without any notice, but Tenant shall be obligated to pay rent for such period that Tenant holds over without written consent at the same rate provided in the previous sentence and shall also be liable for any and all other damages Landlord suffers as a result of such holdover including, without limitation, the loss of a prospective tenant for such space. There shall be no renewal of this Lease by operation of law or otherwise. Nothing in this Section shall be construed as a consent by Landlord for any holding over by Tenant after the expiration of the Term hereof, or any renewal term.

11. **Attorney's Fees.** In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. In the event of any action, suit or proceeding brought by Landlord or Tenant to enforce any of the other's covenants and agreements in this Lease, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses and reasonable attorneys' fees incurred in connection with such action, suit or proceeding.

12. **Mortgagee's Rights.**

(a) Tenant agrees that this Lease shall be subject and subordinate: (i) to any mortgage, deed of trust or other security interest now encumbering the Building and to all advances which may be hereafter made, to the full extent of all debts and charges secured thereby and to all renewals or extensions of any part thereof, and to any mortgage, deed of trust or other security interest which any owner of the Building may hereafter, at any time, elect to place on the Building; (ii) to any assignment of Landlord's interest in the leases and rents from the Building which includes the Lease which now exists or which any owner of the Building may hereafter, at any time, elect to place on the Building; and (iii) to any Uniform Commercial Code Financing Statement covering the personal property rights of Landlord or any owner of the Building which now exists or any owner of the Building may hereafter, at any time, elect to place on the foregoing personal property (all of the foregoing instruments set forth in (i), (ii) and (iii) above being hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute any documents which the counsel for Landlord or Holder may reasonably deem necessary to evidence the subordination of the Lease to the Security Documents. Within ten (10) days after request

therefor, if Tenant fails to execute any such requested documents, Landlord or Holder is hereby empowered to execute such documents in the name of Tenant evidencing such subordination, as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and not revocable.

(b) In the event of a foreclosure pursuant to any Security Documents, Tenant shall at the election of the Landlord, thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between the purchaser at such foreclosure ("Purchaser"), as landlord, and Tenant, as tenant, had been entered into for the remainder of the Term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease. Such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of Holder, any instrument or certificate that may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

(c) If the Holder of any Security Document or the Purchaser upon the foreclosure of any of the Security Documents shall succeed to the interest of Landlord under the Lease, such Holder or Purchaser shall have the same remedies, by entry, action or otherwise for the non-performance of any agreement contained in the Lease, for the recovery of Rent or for any other default or event of default hereunder that Landlord had or would have had if any such Holder or Purchaser had not succeeded to the interest of Landlord. Any such Holder or Purchaser which succeeds to the interest of Landlord hereunder, shall not be: (a) liable for any act or omission of any prior Landlord (including Landlord) unless such act or omission is of a continuing nature; or (b) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord); or (c) bound by any Rent which Tenant might have paid for more than the current month to any prior Landlord (including Landlord); or (d) bound by any amendment or modification of the Lease made without its consent.

(d) Notwithstanding anything to the contrary set forth in this Section 43, the Holder of any Security Documents shall have the right, at any time, to elect to make this Lease superior and prior to its Security Document. No documentation, other than written notice to Tenant, shall be required to evidence that the Lease has been made superior and prior to such Security Documents, but Tenant hereby agrees to execute any documents reasonably requested by Landlord or Holder to acknowledge that the Lease has been made superior and prior to the Security Documents.

H. LANDLORD ENTRY/RELOCATION/ASSIGNMENT AND SUBLETTING

1. **Entering Premises.** Landlord may enter the Premises at reasonable hours, with reasonable advanced notice, provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when reasonably possible (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, perform maintenance and provide other services described in Section 20 above (no prior notice is required to provide routine services) which Landlord is obligated to make to the Premises or the Building pursuant to the terms of this Lease or to the other premises within the Building pursuant to the leases of other tenants; (b) to inspect the Premises in order to confirm

that Tenant is complying with all of the terms and conditions of this Lease and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; (d) to run pipes, conduits, ducts, wiring, cabling or any other mechanical, electrical, plumbing or HVAC equipment through the areas behind the walls, below the floors or above the drop ceilings in the Premises and elsewhere in the Building; and (e) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass and without constituting a constructive eviction of Tenant. The Rent reserved herein shall not abate while such repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work. Unless any work would unreasonably interfere with Tenant's use of the Premises if performed during business hours, all such repairs, decorations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of Tenant to be done during any other hours, the Tenant shall pay all overtime and other extra costs.

2. **Relocation.** Intentionally Omitted

3. **Assignment and Subletting.** Tenant may not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld by Landlord (except to the extent expressly required otherwise by applicable law), assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or entity other than an individual, any transfer of a majority or controlling interest in Tenant (whether by stock transfer, merger, operation of law or otherwise) shall be considered an assignment for purposes of this Section and shall require Landlord's prior written consent. Notwithstanding the foregoing, in determining whether or not to grant its consent, Landlord shall be entitled to take into consideration factors such as Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, and the then current market conditions (including market rentals). Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder and, in the event of any default by Tenant under this Lease, Landlord may, at its option, but without any obligation to do so, elect to treat such sublease or assignment as a direct Lease with Landlord and collect rent directly from the subtenant. If Tenant desires to assign or sublease, Tenant shall provide written notice to Landlord describing the proposed transaction in detail and providing all documentation (including detailed financial information for the proposed assignee or subtenant) reasonably necessary to permit Landlord to evaluate the proposed transaction. Landlord shall notify Tenant within twenty (20) days of Landlord's receipt of such notice whether Landlord consents to the requested assignment or sublease. If Landlord fails to respond within such twenty (20) day period, Landlord will be deemed to have consented to the assignment or sublease. If Landlord does consent (or is deemed to have consented) to any assignment or sublease request and the assignee or subtenant pays to Tenant an amount in excess of the Rent due under this Lease (after deducting Tenant's reasonable, actual expenses in obtaining such assignment or sublease, amortized in equal monthly installments over the then

remainder of the Term), Tenant shall pay one hundred percent (100%) of such excess to Landlord as and when the monthly payments are received by Tenant. Any subletting or assignment hereunder shall not release or discharge Tenant or the Guarantors of or from any liability, whether past, present or future, under this Lease, and Tenant or the Guarantors shall continue fully liable hereunder. Any subtenant or subtenants or assignee shall agree in a form reasonably satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay to Landlord all reasonable out-of-pocket costs incurred by Landlord (including fees paid to consultants, as may be required, and attorneys) in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant. The term "sublet" shall be deemed to include the granting of licenses, concessions, and any other rights of occupancy of any portion of the Premises, excepting only customary leased department arrangements under which such leased department is not operated under a separate name and is held out to the public as an integral part of the Premises. Notwithstanding the foregoing, Tenant may assign this Lease or sublease all or any portion of the Premises without Landlord's consent to any purchaser of all or substantially all of Tenant's assets.

I. SALE OF BUILDING; LIMITATION OF LIABILITY

1. **Sale.** In the event the original Landlord hereunder, or any successor owner of the Building, shall sell or convey the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

2. **Limitation of Liability.** Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner or member of any partner or member of Landlord, shall have any individual or personal liability whatsoever with respect to this Lease.

J. BROKERS/CONSTRUCTION/AUTHORITY

1. **Broker Disclosure.** The Landlord's Broker identified in the Basic Lease Provisions, who is a real estate broker licensed in the State where the Building is located, has acted as agent for Landlord in this transaction and is to be paid a commission by Landlord pursuant to a separate agreement. Tenant represents and warrants that no Buyer Broker was utilized in this transaction.

2. **Definitions.** "Landlord," as used in this Lease, shall include the party named in the first Section hereof, its representatives, assigns and successors in title to the Premises. "Tenant" shall include the party named in the first Section hereof, its heirs and representatives, and, if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants, as to the Premises, or portion thereof, covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership,

limited liability company (and the officers, members, partners, employees or agents of any such entities) or individual, as may fit the particular parties.

3. **Construction of this Agreement.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Time is of the essence of this Lease.

4. **No Estate In Land.** This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a right of use, not subject to levy or sale, and not assignable by Tenant except with Landlord's consent.

5. **Section Titles; Severability.** The Section titles used herein are not to be considered a substantive part of this Lease, but merely descriptive aids to identify the Section to which they refer. Use of the masculine gender includes the feminine and neuter, and vice versa, where necessary to impart contextual continuity. If any Section or provision herein is held invalid by a court of competent jurisdiction, all other Sections or severable provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

6. **Cumulative Rights.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

7. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR BUILDING AND/OR CLAIM OR INJURY OR DAMAGE. IN THE EVENT LANDLORD COMMENCES ANY PROCEEDINGS TO ENFORCE THIS LEASE OR THE LANDLORD/TENANT RELATIONSHIP BETWEEN THE PARTIES OR FOR NON-PAYMENT OF RENT OR PAYMENT OF ANY NATURE WHATSOEVER, OR ADDITIONAL MONIES DUE LANDLORD FROM TENANT UNDER THIS LEASE, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS. IN THE EVENT TENANT MUST, BECAUSE OF APPLICABLE COURT RULES, INTERPOSE ANY COUNTERCLAIM OR OTHER CLAIM AGAINST SUCH PROCEEDING THE LANDLORD AND TENANT COVENANT AND AGREE THAT, IN ADDITION TO ANY OTHER LAWFUL REMEDY OF LANDLORD UPON MOTION OF LANDLORD, SUCH COUNTERCLAIM OR OTHER CLAIM ASSERTED BY TENANT SHALL BE SEVERED OUT OF THE PROCEEDINGS INSTITUTED BY LANDLORD AND, IF NECESSARY, TRANSFERRED TO A COURT OF DIFFERENT JURISDICTION, AND THE PROCEEDINGS INSTITUTED BY LANDLORD MAY PROCEED TO FINAL JUDGMENT SEPARATELY AND APART FROM AND WITHOUT CONSOLIDATION WITH OR REFERENCE TO THE STATUS OF EACH COUNTERCLAIM OR ANY CLAIM ASSERTED BY TENANT.

8. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

9. **Submission of Agreement.** Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to acquire a right of entry. This Lease is not binding or effective until execution by and delivery to both Landlord and Tenant.

10. **Authority.** If Tenant executes this Lease as a corporation, limited partnership, limited liability company or any other type of entity, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, limited partnership, limited liability company or other type of entity, that Tenant is qualified to do business in the state where the Building is located, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. In the event any such representation and warranty is false, all persons who execute this Lease shall be individually, jointly and severally, liable as Tenant. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

11. **Guaranty.** Fred C. Isch, III and Richard S. Forste covenant and agree that in order for Landlord to enter into the Lease Agreement, each of the parties shall enter into a Guaranty of the Lease in the form attached hereto as Exhibit B and incorporated herein by reference.

12. **Radon.** As required by *Florida Statutes*, 404.056(6) 2009, Landlord notifies Tenant as follows:

“RADON GAS: Radon is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, it may present health risk 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.”

13. **Special Stipulations.** **The Special Stipulations, if any, attached hereto as Exhibit “C” are modifications to the terms of this Lease and, if conflicting, such Special Provisions shall control in the event of any conflict with the other provisions of this Lease or any exhibits hereto.**

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the date set forth on the first page hereof.

WITNESSES:

LANDLORD:

Patricia Madiedo
Print Name: PATRICIA
MADIEDO

BW
Print Name: B. Will Langley

400 DUVAL RETAIL, LLC,

By: *Kenneth Silverman*
KENNETH SILVERMAN Authorized Signer

TENANT:

HOTSPUR, LLC

By: *FC Isch*
FRED C. ISCH, II, MGMR

By: *R Forste*
RICHARD S. FORSTE, MGMR

Jane Jeselskis
Print Name: Jane Jeselskis

BW
Print Name: B. Will Langley

EXHIBIT "A"

PROPERTY

EXHIBIT "B"

FORM OF GUARANTY

In consideration of 400 Duval Retail, LLC, ("Landlord") entering into a lease dated as of May 1, 2018 (the "Lease") for that certain Building facility located at 400 Duval Street, Key West, Monroe County, Florida, with Hotspur, LLC, a Florida limited liability company ("Tenant"), the undersigned, ("Guarantor"), jointly and covenants and agrees with Landlord as follows:

1. Guarantor unconditionally guarantees that all rentals and all sums, costs, expenses, charges, payments and deposits (including sums payable as damages upon a default under the Lease) which are at any time payable by Tenant under the provisions of the Lease will be paid when due (whether at the stated due date or by acceleration or otherwise) and that Tenant will observe each and every covenant to be performed by Tenant in accordance with the provisions of the Lease during the original term of the Lease and any extensions or renewal thereof. If any default shall be made by Tenant under the Lease, Guarantor shall pay, and hereby agrees to pay Landlord such rentals, sums, costs, expenses, charges, payments and deposits, and shall satisfy all covenants to be performed by Tenant thereunder.

2. Guarantor hereby waives all notice of default by Tenant in performance of the covenants and conditions of the Lease and all suretyship defenses, and Landlord shall not be required to take any steps to enforce any rights against Tenant or any other person to compel observation or performance of any of the covenants and conditions of the Lease prior to requiring Guarantor to observe and perform such covenants and conditions of the Lease.

3. Guarantor does further covenant and agree to pay all of Landlord's expenses, including attorney's fees, incurred in enforcing Tenant's obligations or in enforcing this Guaranty.

4. Guarantor does further covenant and agree that the Landlord may from time to time during the term of the Lease or any extension or renewal thereof modify, change or alter any of the terms of the Lease by written agreement with the Tenant without notice to the Guarantor and the Guarantor shall not be relieved of his liabilities hereunder as a result of such modifications, changes or alterations, it being expressly understood and agreed that Guarantor will recognize and be bound by any such modifications, changes or alterations to the extent as though each modification, change or alteration had been part of the Lease as originally drawn. No notice shall be required to be given by the Landlord in the event the Lease is extended or renewed, it being the intention hereof that this Guaranty shall cover any such extension or renewal.

5. All of the provisions of this Guaranty shall inure to the benefit of Landlord, its successors or assigns.

6. Notice of Acceptance of this Guaranty is expressly waived.

7. This Guaranty may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Guarantor unconditionally guarantees that all rentals and all sums, costs, expenses, charges, payments and deposits (including sums payable as damages upon a default under the Lease) which are at any time payable by Tenant under the provisions of the Lease will be paid when due (whether at the stated due date or by acceleration or otherwise) and that Tenant will observe each and every covenant to be performed by Tenant in accordance with the provisions of the Lease during the original term of the Lease and any extensions or renewal thereof. If any default shall be made by Tenant under the Lease, Guarantor shall pay, and hereby agrees to pay Landlord such rentals, sums, costs, expenses, charges, payments and deposits, and shall satisfy all covenants to be performed by Tenant thereunder.

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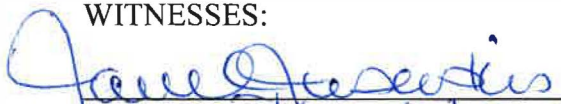

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Dated this 14th day of June, 2018.

WITNESSES:


Print Name: Jane Deserckis

Print Name: B. William Langley

GUARANTOR:


RICHARDO SCOTT FORSTE

FRED C ISCH II

STATE OF Florida)
) SS
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 11 day of June 2018, by, personally known to me or who has produced a FD driver's license as identification.

Janel K. Jeselskis
Notary Public

My Commission expires: 9/25/2021



Janel K. Jeselskis
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG130129
Expires 9/25/2021

EXHIBIT "C"

SPECIAL STIPULATIONS

1. Tenant may operate the restaurant with the number of seats recognized for the Property by the City of Key West Licensing Department. Tenant may, at Tenant's expense, apply to increase the number of licensed seats for the restaurant in accordance with the applicable City of Key West ordinances.

2. In the event that Tenant is unable to obtain a license for beer and wine consumption on premises on or before November 1, 2018, then in that event, Tenant may terminate the Lease by providing written notice to Landlord of its intent to terminate no later than November 5, 2018.

3. Tenant may make non-structural alterations and improvements costing \$1,000.00 or less to the interior of the Premises without Landlord consent, provided the work is performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities. All such work shall comply with all applicable local and state building, health and safety codes.

GUARANTY

In consideration of 400 Duval Retail, LLC, ("Landlord") entering into a lease dated as of July 1, 2018 (the "Lease") for that certain Building facility located at 400 Duval Street, Key West, Monroe County, Florida, with Hotspur, LLC, a Florida limited liability company ("Tenant"), the undersigned, Richard S. Forste ("Guarantor"), jointly and covenants and agrees with Landlord as follows:

1. Guarantor unconditionally guarantees that all rentals and all sums, costs, expenses, charges, payments and deposits (including sums payable as damages upon a default under the Lease) which are at any time payable by Tenant under the provisions of the Lease will be paid when due (whether at the stated due date or by acceleration or otherwise) and that Tenant will observe each and every covenant to be performed by Tenant in accordance with the provisions of the Lease during the original term of the Lease and any extensions or renewal thereof. If any default shall be made by Tenant under the Lease, Guarantor shall pay, and hereby agrees to pay Landlord such rentals, sums, costs, expenses, charges, payments and deposits, and shall satisfy all covenants to be performed by Tenant thereunder.

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5. All of the provisions of this Guaranty shall inure to the benefit of Landlord, its successors or assigns.

6. Notice of Acceptance of this Guaranty is expressly waived.

7. This Guaranty may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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13. Notice of Acceptance of this Guaranty is expressly waived.

14. This Guaranty may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Dated this 11 day of JUNE, 2018.

WITNESSES:

GUARANTOR:

Print Name: Janel K. Keselskis

Print Name: B. Will Langley

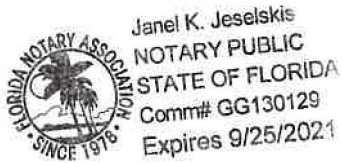
RICHARD S. FORSTE

STATE OF Florida)
) SS
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 11 day of June, 2018, by Richard S. Forste, personally known to me or who has produced a DL DL driver's license as identification.

Janel K. Jeselskis
Notary Public

My Commission expires: 9/25/2021



GUARANTY

In consideration of 400 Duval Retail, LLC, ("Landlord") entering into a lease dated as of July 1, 2018 (the "Lease") for that certain Building facility located at 400 Duval Street, Key West, Monroe County, Florida, with Hotspur, LLC, a Florida limited liability company ("Tenant"), the undersigned, Fred C. Isch II ("Guarantor"), jointly and covenants and agrees with Landlord as follows:

1. Guarantor unconditionally guarantees that all rentals and all sums, costs, expenses, charges, payments and deposits (including sums payable as damages upon a default under the Lease) which are at any time payable by Tenant under the provisions of the Lease will be paid when due (whether at the stated due date or by acceleration or otherwise) and that Tenant will observe each and every covenant to be performed by Tenant in accordance with the provisions of the Lease during the original term of the Lease and any extensions or renewal thereof. If any default shall be made by Tenant under the Lease, Guarantor shall pay, and hereby agrees to pay Landlord such rentals, sums, costs, expenses, charges, payments and deposits, and shall satisfy all covenants to be performed by Tenant thereunder.

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5. All of the provisions of this Guaranty shall inure to the benefit of Landlord, its successors or assigns.

6. Notice of Acceptance of this Guaranty is expressly waived.

7. This Guaranty may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. Guarantor unconditionally guarantees that all rentals and all sums, costs, expenses, charges, payments and deposits (including sums payable as damages upon a default under the Lease) which are at any time payable by Tenant under the provisions of the Lease will be paid when due (whether at the stated due date or by acceleration or otherwise) and that Tenant will observe each and every covenant to be performed by Tenant in accordance with the provisions of the Lease during the original term of the Lease and any extensions or renewal thereof. If any default shall be made by Tenant under the Lease, Guarantor shall pay, and hereby agrees to pay Landlord such rentals, sums, costs, expenses, charges, payments and deposits, and shall satisfy all covenants to be performed by Tenant thereunder.

9. Guarantor hereby waives all notice of default by Tenant in performance of the covenants and conditions of the Lease and all suretyship defenses, and Landlord shall not be required to take any steps to enforce any rights against Tenant or any other person to compel observation or performance of any of the covenants and conditions of the Lease prior to requiring Guarantor to observe and perform such covenants and conditions of the Lease.

10. Guarantor does further covenant and agree to pay all of Landlord's expenses, including attorney's fees, incurred in enforcing Tenant's obligations or in enforcing this Guaranty.

11. Guarantor does further covenant and agree that the Landlord may from time to time during the term of the Lease or any extension or renewal thereof modify, change or alter any of the terms of the Lease by written agreement with the Tenant without notice to the Guarantor and the Guarantor shall not be relieved of his liabilities hereunder as a result of such modifications, changes or alterations, it being expressly understood and agreed that Guarantor will recognize and be bound by any such modifications, changes or alterations to the extent as though each modification, change or alteration had been part of the Lease as originally drawn. No notice shall be required to be given by the Landlord in the event the Lease is extended or renewed, it being the intention hereof that this Guaranty shall cover any such extension or renewal.

12. All of the provisions of this Guaranty shall inure to the benefit of Landlord, its successors or assigns.

13. Notice of Acceptance of this Guaranty is expressly waived.


14. This Guaranty may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Dated this 11 day of June, 2018.

WITNESSES:

GUARANTOR:


Print Name: Janet K. Jeselski


Print Name: B. Will Langley


FRED C. ISCH, II

STATE OF Florida)
) SS
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 11th day of June, 2018, by Fred C. Isch II, personally known to me or who has produced a FL DL driver's license as identification.

Janel K. Jeselskis
Notary Public

My Commission expires:
9/25/2021



Janel K. Jeselskis
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG130129
Expires 9/25/2021

Verification Form

City of Key West
Planning Department



Verification Form
(Where Applicant is an entity)

I, RICHARD SCOT FORSTE, in my capacity as OWNER / MANAGING MEMBER
(print name) (print position; president, managing member)

of HORSHUR LLC dba THE PLANNING BUREAU
(print name of entity)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

424 EAST 9TH KEY WEST, FL 33040
Street Address of subject property

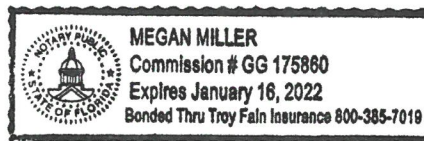
All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

[Signature]
Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this 7/17/2018 by
date
Richard Scot Forste
Name of Applicant

He/She is personally known to me or has presented FL-Drivers License as identification.

[Signature]
Notary's Signature and Seal



Megan Miller
Name of Acknowledger typed, printed or stamped

#GG 175860
Commission Number, if any

**City of Key West
Planning Department**



Verification Form

(Where Authorized Representative is an individual)

I, CLAUDE GARDNER being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

424 GARDNER ST. KEY WEST, FL 33040

Street address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

AS AGENT
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 6/28/18 by _____ date


CLAUDE J. GARDNER
Name of Authorized Representative

He/She is personally known to me or has presented _____ as identification.

Janel Jeselskis
Notary's Signature and Seal

Janel Jeselskis
Name of Acknowledger typed, printed or stamped

GG130129
Commission Number, if any

 Janel K. Jeselskis
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG130129
Expires 9/25/2021

Authorization Form

**City of Key West
Planning Department**



Authorization Form
(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Claude Gardner as
Please Print Name of person with authority to execute documents on behalf of entity

authorized agent of 400 Dual Retail LLC
Name of office (President, Managing Member) *Name of owner from deed*

authorize Claude Gardner
Please Print Name of Representative

to be the representative for this application and act on my/our behalf before the City of Key West.

[Signature] AGENT
Signature of person with authority to execute documents on behalf on entity owner

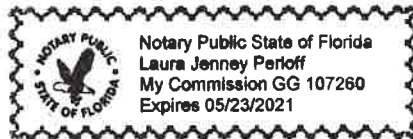
Subscribed and sworn to (or affirmed) before me on this 8/16/18
Date

by Claude Gardner
Name of person with authority to execute documents on behalf on entity owner

He/She is personally known to me or has presented _____ as identification.

[Signature]
Notary's Signature and Seal

Laura Jenney Perloff
Name of Acknowledger typed, printed or stamped



GG 107260
Commission Number, if any

Site Plans

Site Visit

424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



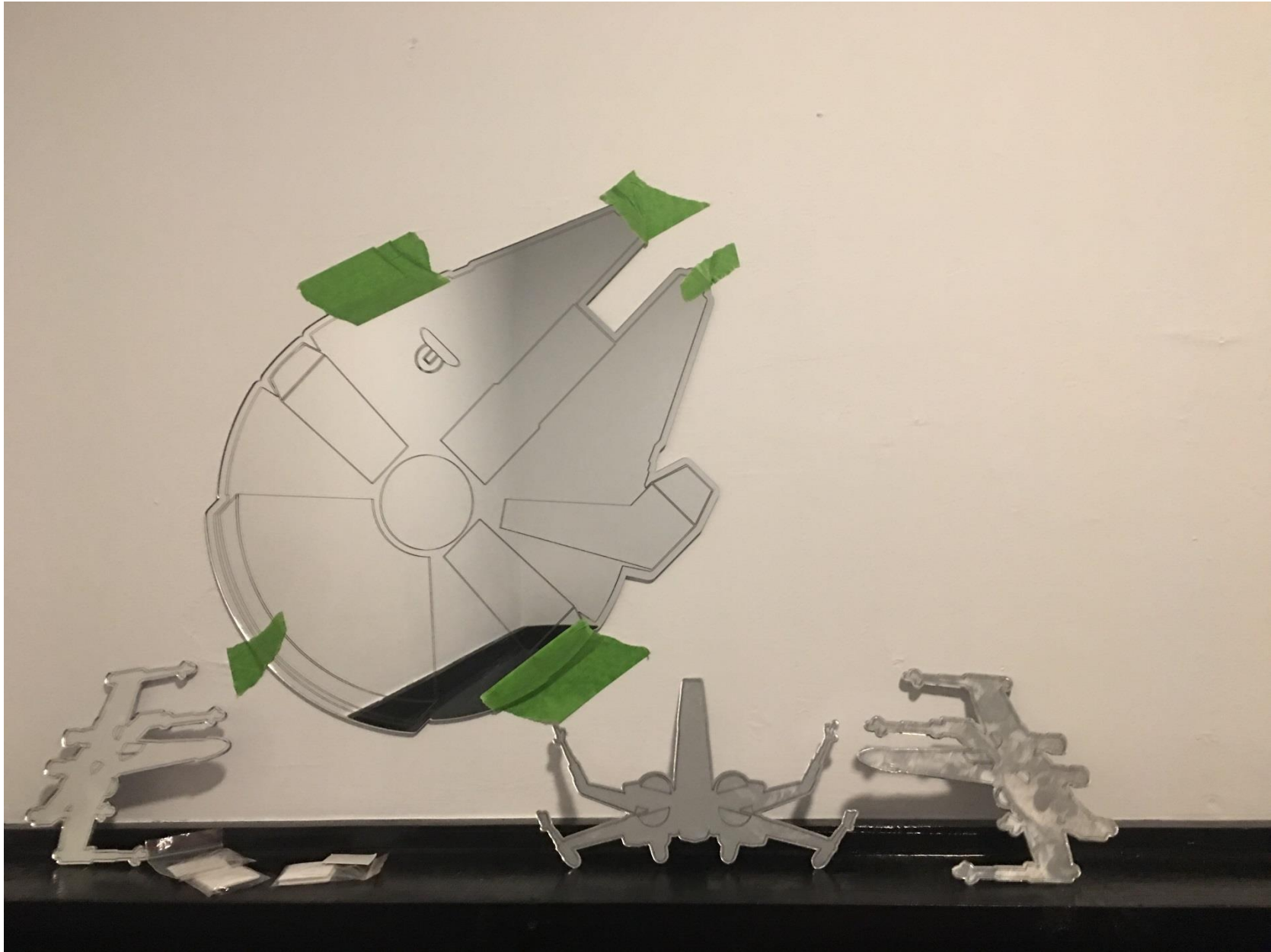
424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



424 Eaton Street, Key West, Florida 33040
SITE VISIT



Additional Information



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
400 DUVAL RETAIL LLC

Filing Information

Document Number M12000002183
FEI/EIN Number 45-4735912
Date Filed 04/19/2012
State DE
Status ACTIVE

Principal Address

1119 VON PHISTER ST
KEY WEST, FL 33046

Changed: 05/14/2014

Mailing Address

1119 VON PHISTER ST
KEY WEST, FL 33040

Changed: 05/14/2014

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 05/14/2014

Address Changed: 05/14/2014

Authorized Person(s) Detail

Name & Address

Title MGRM

400 DUVAL MANAGER LLC
c/o KEN SILVERMAN
1119 Von Phister Street
KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
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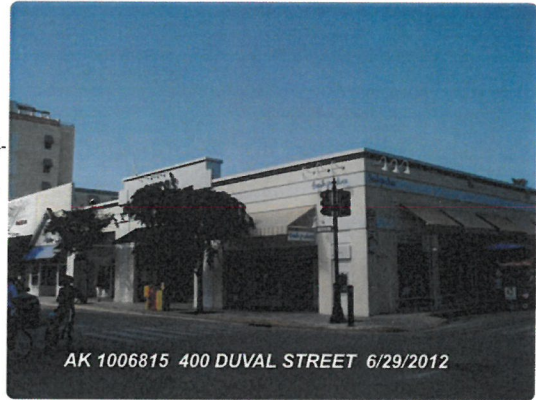
Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00006580-000000
 Account # 1006815
 Property ID 1006815
 Millage Group 10KW
 Location 400 DUVAL St 104, KEY WEST
 Address
 Legal KW PT LOTS 2 AND 3 SQR 38 G62-344/46 G66-277 OR10-415/16 OR84-389/90 OR328-360/63 OR328-560/61 OR632-772 OR1076-381/382 OR1467-821/823R/S OR1506-1866AFFD OR1506-1867AFFD OR1506-1868/69C OR1971-1155/61E OR2314-1679/80 OR2575-426/31
 Description (Note: Not to be used on legal documents)
 Neighborhood 32030
 Property Class SHOPPING CENTER (1600)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable No
 Housing



AK 1006815 400 DUVAL STREET 6/29/2012

Owner

400 DUVAL RETAIL LLC
 1119 Von Phister St
 Key West FL 33040

Valuation

	2017	2016	2015	2014
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$6,953,564	\$6,953,564	\$6,953,564	\$6,953,564
= Just Market Value	\$6,953,564	\$6,953,564	\$6,953,564	\$6,953,564
= Total Assessed Value	\$6,953,564	\$6,953,564	\$6,953,564	\$6,953,564
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$6,953,564	\$6,953,564	\$6,953,564	\$6,953,564

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL DRY (100D)	35,032.00	Square Foot	176	200.4

Commercial Buildings

Style 1 STY STORE-B / 11B
 Gross Sq Ft 34,496
 Finished Sq Ft 33,297
 Perimeter 0
 Stories 1
 Interior Walls
 Exterior Walls C.B.S.
 Quality 450 ()
 Roof Type
 Roof Material
 Exterior Wall1 C.B.S.
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 1928
 Year Remodeled
 Effective Year Built 1997
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	1,163	0	0
FLA	FLOOR LIV AREA	33,297	33,297	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPF	OP PRCH FIN LL	36	0	0
TOTAL		34,496	33,297	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/8/2012	\$19,132,000	Warranty Deed		2575	426	37 - Unqualified	Improved
8/9/2007	\$18,000,000	Warranty Deed		2314	1679	U - Unqualified	Improved
2/1/1975	\$182,000	Conversion Code		632	772	Q - Qualified	Improved

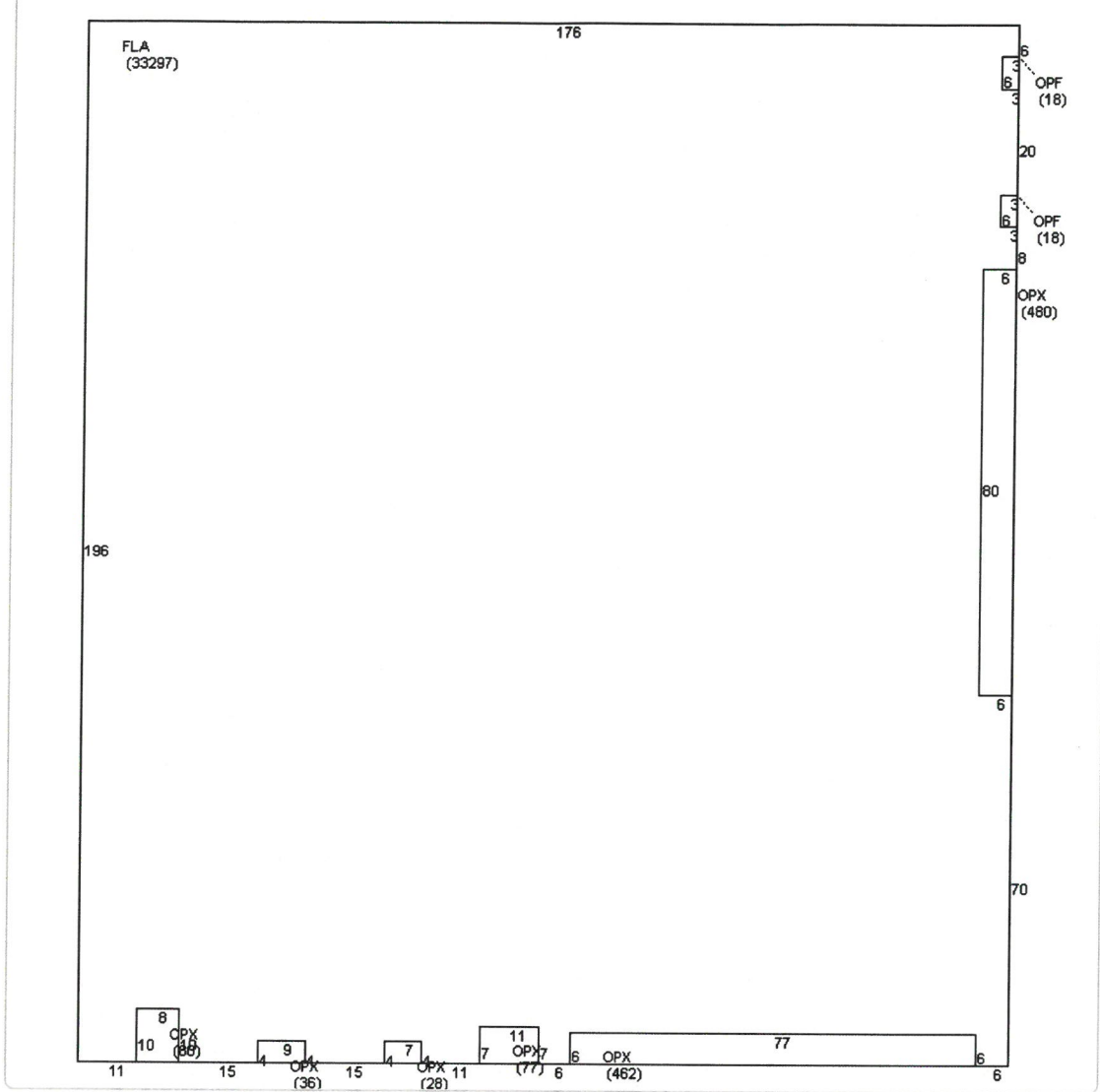
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17-609	3/10/2017		\$53,000	Commercial	REMODEL INTERIOR OF EXISTING RETAIL STORE. WORK INCLUDES: CONTINUATION OF DRYWALL TO CEILING, PUTTING IN WALL, INSTALLING DOORS, PAINTING
17-928	3/8/2017		\$18,750	Commercial	DEMO OF CURRENT ELECTRICAL, THEN COMPLETE ELECTRICAL INSTALLATION OF BRANCH CIRCUITS FOR GENERAL LIGHTING CONTROLS, LIGHT FIXTURES, CEILING FANS, EXIT AND EMERGENCY LIGHTING, SMOKE DETECTORS AND POWER FOR REGISTER
17-118	3/1/2017		\$26,900	Commercial	DMO OF PLUMBING ASSOCIATED W/EXISTING BATHROOM. INSTALLATION OF NEW PLUMBING WASTE FOR NEW BATHROOM FIXTURES AND THE NEW SINKS AND FLOOR DRAINS. NEW WATER SYSTEM AND HOT WATER TANK. NEW FLOOR RECESSED GREASE TRAP
17-40	3/1/2017		\$49,200	Commercial	DEMO OF EXISTING ELECTRICAL SERVICE ADN INSTALLATION OF NEW. NEW OUTLETS AND DEVICES AND NEW LIGHTING.
17-43	2/24/2017		\$62,800	Commercial	DEMO OF EXISTING AC SYSTEM. ININSTALL OF 4 NEW RTU'S FOR TOTAL OF 14 TONS W/NEW AIR DISTRIBUTION AND CONTROL SYSTEM. TWO NEW EXHAUST FANS.
17-39	2/6/2017		\$200,000	Commercial	INTERIOR BUILDOUT WITHIN AN EXISTING TENANT SPACE SHELL FOR A CANDY & ICE CREAM STORE.
16-3660	12/20/2016		\$100,000	Commercial	RELOCATING THE STOREFRONTS AND DOORS FOR 400, 400B AND 400C DUVAL.
14-5503	12/3/2014		\$8,000		NETWORK WIRING FOR PHONE CAMERA AND VIDIO
14-5523	12/1/2014		\$6,000		RUN WATER PIPES TO ADA RESTROOM AND EMPLOYEE BATHROOM, AND LAUNDRY SINK
14-4797	11/20/2014		\$20,000		NEW STOREFRONT AND RESTROOM: REDO INTERIOR SPACE AND MILLWORK TOTAL 3563 SF.
13-1389	5/19/2013		\$4,380	Commercial	NEW AWNING FABRIC ON 1 EXISTING AWNING ON DUVAL STREET. NEW AWNING FABRICS ON 5 EXISTING RETRACTABLE AWNINGS ON EATON STREET SIDE OF THE STORE.
13-1132	4/22/2013		\$1,000	Commercial	REMOVE AND REPLACE 45 SF ENTRY WAY TILES; AND 9' THRESHOLD.
13-0164	1/22/2013		\$300	Commercial	STOP WORK ORDER, AFTER THE FACT REMOVE TWO REFLECTORS OVER SIDEWALK
13-0166	1/22/2013		\$300	Commercial	AFTER THE FACT, INSTALL 3 GOOSE NECK LIGHTS
12-1732	5/17/2012		\$12,698	Commercial	REPLACE A 10 TON SPLIT SYSTEM WITH EXISTING POWER AND STAND.
11-4669	4/5/2012	4/5/2012	\$0	Commercial	C.O. DATED 4/5/12. CHANGE USE FROM RETAIL TO 10 SEAT RESTAURANT, INCLUDING PLUMBING AND MECHANICAL. 420 EATON ST GLAZED DONUTS.
11-3896	11/2/2011		\$2,350	Commercial	TAKE DOWN TEN (10) 8' FLUORESCENT FIXS. RUN NEW CONDUIT & CIRCUIT FOR TWENTY (20) 8' TRACK LITES & FOUR (4) NEW FIXS RUN NEW CIRCUITS & CONDUIT FOR FIFTEEN OUTLETS AROUND THE STORE.
11-4020	11/1/2011		\$1,628	Commercial	CONSTRUCT 27' X 14' WALL WITH 1 DOOR; HANG AND FINISH DRYWALL.
11-1091	7/21/2011	7/21/2011	\$0	Commercial	RENOVATION, ADDITION, CONVERSION
11-1593	5/24/2011		\$9,000	Commercial	INSTALL ROOFTOP A/C SYSTEM.
11-1503	5/12/2011		\$7,500	Commercial	BUILD OUT 1224SF WIRING
11-1502	5/10/2011		\$7,000	Commercial	REPLACEMENT OF TWO BATHROOMS.
11-1090	4/12/2011		\$2,000	Commercial	DEMO FLOORING
11-0114	2/9/2011		\$25,000	Commercial	REVISION: INSTALL ONE 100A 120/240V SUBPANEL. REPLACE SERVICE RISER PULL NEW 3 PHASE 200A SUBFEED APPROX. 23 SQFT 4/0 WIRE INSTEAD OF 120 FT 3/0 AS PER PLANS.
11-0424	2/9/2011		\$5,570	Commercial	INSTALL BURGLAR ALARM; 300 FT WIRE AND INSTALL CATV SYSTEM
11-0442	2/9/2011		\$2,400	Commercial	REPLACE GLASS FUSE TYPE ELECTRICAL PANELS. INSTALL TWO 2-EMERGENCY LIGHTS. REMOVE ADANDOMED WIRING.
11-0348	2/7/2011		\$2,000	Commercial	INSTALL NEW 200 AMP 3 PH METER BASE DISCONNECT. INSTALL NEW SERVICE RISER CONDUIT
11-0339	2/4/2011		\$1,000	Commercial	LOW-VOLTAGE SATELLITE ANTENNA & CABLING.
11-0004	1/31/2011		\$11,000	Commercial	REVISION: INSTALL 2 1/2 CONDUIT FROM EXISTING METER BASE FOR UNIT #404 TO EXISTING ELECTRICAL PANEL IN UNIT 404. INSTALL FIRE COLLARS AS REQUIRED.
11-0230	1/26/2011		\$1,500	Commercial	ALUMINUM HURRICANE PANELS FOR STORE FRONT.
11-0254	1/26/2011		\$1,000	Commercial	INSTALL 12 COMPUTER DRAPE FOR REGISTER
11-0004	1/21/2011		\$11,000	Commercial	REPLACE EXISTING SERVICES ONE FOR 406 & ONE FOR 408 DUVAL STREET. UNTIL NEW 2 GA 400 AMP METER PACK WITH 2 X 200 AMP DISCONNECTING. INCLUDES NEW SERVICE ENTRANCE AND GROUNDING.
11-0215	1/21/2011		\$1,800	Commercial	INSTALL 1 110 PVC CONDUIT FOR TELEPHONE/CABLE. LOW VOLTAGE.
11-0114	1/13/2011		\$19,000	Commercial	INSTALL ELECTRIC AS PER PLANS PROVIDED.
11-0073	1/11/2011		\$3,900	Commercial	ROUGH AND TRIM: 1 TOILET, 1 WALL HUNG LAVATORY, 1 BI-LEVEL COOLER, 1 FD, AND 1 TANKLESS HEATER

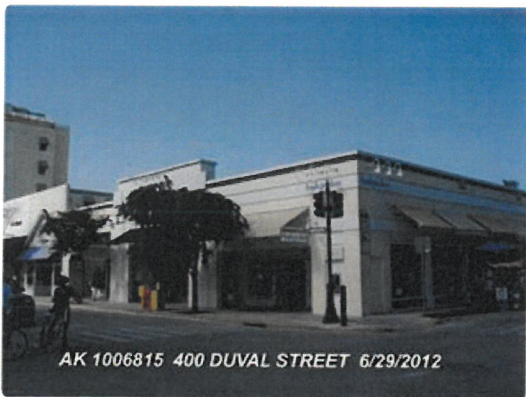
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
10-4081	1/6/2011		\$12,519	Commercial	INSTALL ONE (1) 7 1/2 TON 13 SEER LENNOX SPLIT SYSTEM HEAT PUMP W/SHEET METAL DUCTWORK, R-6 INSULATION, (12) PIECES OF AIR DISTRIBUTION, ONE EXHAUST FAN, ROOF CAP, FLEXIBLE DUCT RUN OUTS, REFRIGERATION PIPING, LOW VOLTAGE WIRING AND STAR UP
11-0004	1/3/2011		\$23,092	Commercial	REPLACE EXISTING GLASS FUSE PANELS INSTALLING RECEPTACLES LIGHTING SMOKE DETECTORS FOR SMOKE COMPLIANCE.
10-4042	12/29/2010		\$333,262	Commercial	INSTALL FIRE ALARM SYSTEM IN ADDITION TO OVERALL BLDG. SYSTEM IN UNIT 404-A PER ATTACHED DRAWINGS
10-3983	12/21/2010		\$2,000	Commercial	INSTALL NON-STRUCTURAL METAL STUDS 20, WITH 5/8 DRYWALL ON BOTH SIDES TOTALING 360 SQ. FT.
10-1813	10/6/2010		\$4,000	Commercial	1 - INSTALL REVERSE LIT CHANNEL LETTERS ON WALL. 2 - INSTALL BLADE SIGN "RADIO SHACK"
10-1815	10/6/2010		\$400	Commercial	ELECTRICAL CONNECTION TO CHANNEL LETTERS.
10-3159	9/24/2010		\$2,400	Commercial	INSTALL 100SF OF LAMINATED PANELING AROUND FREEZER ENCLOSURE IN CONCESSION EXPANSION
10-2953	9/8/2010		\$13,000	Commercial	DEMOLITION OF EXISTING MEZZANINE CONSTRUCTED OF WOOD 30 X 22
10-2954	9/8/2010		\$1,500	Commercial	DEMO CIRCUITS TO BACK MEZZANINE
10-2818	8/23/2010		\$1,500	Commercial	DEMO EXISTING ELECTRICAL AND INSTALL NEW.
10-2100	8/4/2010		\$14,000	Commercial	INTERIOR WORK ONLY
10-2300	8/3/2010		\$93,500	Commercial	INTERIOR TENANT IMPROVEMENTS; FLOORING, DRYWALL, CEILING, WALL DIVIDERS.
10-2195	7/13/2010		\$83,000	Commercial	INSTALL FIRE SPRINKLER SYSTEM.
10-1428	5/19/2010		\$4,900	Commercial	INTERIOR WORK ONLY.
10-1461	5/19/2010		\$1,200	Commercial	INSTALL 3 OUTLETS AND LIGHT SWITCH
10-0716	3/15/2010		\$1,060	Commercial	INSTALL NEW AWNING AN EXISTING FRAME OVER NON-PERMEABLE SIDEWALK. APPROXIMATELY 19' W X 5' = 95 SQ FT (SAME AS EXISTING) BLACK
09-00004276	12/16/2009		\$2,600		STUCCO ROOF PARAPET
09-4276	12/16/2009		\$2,600	Commercial	RE-STUCCO ROOF PARAPET. REAR PARAPET (NOTE SEEN FROM STREET). PRESSURE WASH WALL, BOND WITH BONDING AGENT. SCRATCH COAT & FINISH COAT.
09-00004192	12/10/2009		\$4,390	Commercial	STOP LEAKS AND PATCH ALONG PARAPET WALL, ROOF TIE-IN TO STOP LEAKS AND PATCH TWO WEAK SPOTS ALONG THIS AREA
09-4192	12/10/2009		\$4,390	Commercial	PATCH ALONE PARAPET WALL, ROOF TIE-IN TO STOP LEAKS AND PATCH TWO WEAK SPOTS ALONG THIS AREA.
09-2027	7/2/2009		\$4,500	Commercial	ADD 12 SPRINKLER HEADS TO EXISTING FIRE SPRINKLER
09-1249	5/4/2009		\$0	Commercial	ROOFING
09-0657	4/23/2009		\$38,000	Commercial	INSTALL ONE 3.5 TON PACKAGE UNIT, ONE 5 TON PACKAGE, RTU WITH CURB 8 DUCTWORK OPENINGS & 9000 BTU DUCTLESS SYSTEM
09-0603	3/4/2009		\$8,000	Commercial	DEMO FLOOR COVERING. 900SF, MEZZANINE 200SF, DEMO WALL COVERINGS 800SF, DEMO 14 X 9 OPENING IN EXISTING CONCRETE BLOCK WALL AND DEMO FOR 2 POST FOUNDATION. DEMO SOFFIT 22 X 4, STOREFRONT AND AREA ABOVE STOREFRONT FOR GLASS BLOCK.
09-0652	3/4/2009		\$500	Commercial	DEMO EXISTING ELECTRICAL PRIOR TO RENOVATION
09-0653	3/4/2009		\$150	Commercial	REMOVE ONE TOILET AND LAVATORY, CAP PIPES
08-4313-4314	11/21/2008		\$4,600	Commercial	REPAIR EXISTING CEILING
08-4089	11/4/2008		\$3,000	Commercial	INTERIOR DEMO
08-3985	10/24/2008		\$4,000	Commercial	DEMO INTERIOR
08-3068	8/25/2008		\$5,000	Commercial	REPLACE EXISTING 7.5 TON, CONDENSING UNIT ON EXISTING STAND AND HOOK-UP TO EXISTING LINE SET.
07-4953	11/2/2007		\$4,800	Commercial	REPLACE A 5 TON CONDENSER.
07-4404	9/27/2007		\$2,400	Commercial	REPAIR EXTERIOR
07-4470	9/26/2007		\$2,400	Commercial	INSTALL 6 GOOSENECK FIXTURES
06-6676	5/25/2007		\$234,537	Commercial	MOVE & INSTALL NEW STORE FRONT, AND INTERIOR RENOVATIONS
07-1435	3/23/2007	3/23/2007	\$2,488	Commercial	CHANGE OUT A 3-TON A/C
07-0218	2/20/2007	3/8/2007	\$25,000	Commercial	INTERIOR RENOVATIONS ONLY STEP FLOORS
06-6529	12/20/2006	3/8/2007	\$6,475	Commercial	INSTALL FIRE ARLARM; 17 DEVICES AND CONTOL PANEL
06-6369	11/29/2006	12/19/2006	\$4,000	Commercial	REPLACE 15 REGISTERS
06-6342	11/28/2006	3/8/2007	\$4,500	Commercial	CHANGE OUT 10 TON CONDENSOR
06-6179	11/15/2006	12/19/2006	\$2,800	Commercial	ADD ADA BATHROOM
06-6043	11/8/2006	12/19/2006	\$0	Commercial	REVISE ADA BATHROOM LOCATION
06-5954	11/2/2006	12/19/2006	\$9,000	Commercial	INSTALL NEW LIGHTS, EMERGENCY LIGHTING SMOKE DETECTORS
06-4836	10/10/2006	12/19/2006	\$48,500	Commercial	INTERIOR RENOVATION NEW SHELVING/ COUNTERS
06-5452	9/29/2006	12/19/2006	\$3,500	Commercial	REPLACE 7.5 TON CONDENSING UNIT
06-1177	3/9/2006	7/25/2006	\$4,000	Commercial	DEMO INTERIOR WALLS NEW HEADER & SUPPORT BEAMS
05-4410	10/4/2005	10/7/2005	\$4,000	Commercial	CHANGE OUT THE EXISTING 5-TON A/C ON TOP OF ROOF.
05-4214	9/26/2005	12/31/2005	\$11,000	Commercial	REMODEL EXISTING SIDEWALK&ENANCE AREA
05-2530	6/24/2005	11/2/2005	\$1,990	Commercial	COVER ALL FRONT WITH STORM PANELS
05-2533	6/24/2005	11/2/2005	\$2,000	Commercial	INSTALL STORM PANELS FRONT OPENINGS
05-2534	6/24/2005	11/2/2005	\$2,000	Commercial	STORM PANELS ON STORE FRONT
05-1413	5/2/2005	12/31/2005	\$1,400	Commercial	REPLACE REAR STOREROOM A/C
05-0497	2/14/2005	11/2/2005	\$1,800	Commercial	ELECTRICAL PERMIT
04-3584	11/19/2004	10/4/2004	\$3,000	Commercial	REPLACE A/C

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
04-0263	2/10/2004	10/4/2004	\$150,000	Commercial	BUILD OUT FOR KW FILM SOC
03-3330	10/21/2003	10/4/2004	\$995	Commercial	AWNINGS
03-3225	9/10/2003	10/4/2004	\$2,000	Commercial	PAINT EXTERIOR
03-3227	9/10/2003	10/4/2004	\$38,000	Commercial	ENLARGE WALKWAY
03-1385	4/22/2003	10/4/2004	\$304,000	Commercial	INT RENOVATION
02-0080	12/2/2002	2/20/2003	\$24,500	Commercial	INSTALL 5-TON A/C
02-0820	4/11/2002	2/20/2003	\$2,600	Commercial	AWINGS AFTER THE FACT
01-3780	12/13/2001	2/20/2003	\$56,000	Commercial	RENOVATION
01-3878	12/7/2001	2/20/2003	\$1,100	Commercial	EX. PAINT
01-3819	11/30/2001	2/20/2003	\$20,000	Commercial	REPLACE A/C
01-3847	11/30/2001	2/20/2003	\$1,500	Commercial	AWING
00-04546	10/2/2001	11/16/2001	\$3,200	Commercial	INTERIOR WORK
01-03970	12/1/2000	11/16/2001	\$30,000	Commercial	INTERIOR RENOVATIONS
00-02369	10/25/2000	11/1/2000	\$115,000	Commercial	BUILD OUT
0002369	9/8/2000	11/1/2000	\$100,000	Commercial	BUILD OUT
00-02316	8/21/2000	11/1/2000	\$1,700	Commercial	INTERIOR DEMOLITION
00-01183	7/17/2000	11/1/2000	\$330,000	Commercial	ROOF
00-01948	7/13/2000	11/1/2000	\$3,000	Commercial	A/C DUCT RELOCATION
00-01354	5/17/2000	11/1/2000	\$454,000	Commercial	BUILD OUT
00-00952	4/25/2000	11/1/2000	\$5,100	Commercial	HANDICAPP BATHROOM
0000913	4/10/2000	11/1/2000	\$5,000	Commercial	A/C
00-00305	2/3/2000	11/1/2000	\$4,000	Commercial	ELECTRICAL
99-03632	10/26/1999	11/3/1999	\$5,400	Commercial	CHANGEOUT AC
99-01757	5/27/1999	11/3/1999	\$7,000	Commercial	INTERIOR RENOVATIONS
99-01368	4/23/1999	11/3/1999	\$1,500	Commercial	CHANGE OUT AC
99-01253	4/13/1999	11/3/1999	\$600	Commercial	ELECTRICAL
99-00962	3/18/1999	11/3/1999	\$185	Commercial	SEC ALARM
99-00553	2/16/1999	11/3/1999	\$1,000	Commercial	ELECTRICAL
99-00382	2/2/1999	11/3/1999	\$8,000	Commercial	DEMO INTERIOR
99-00150	1/19/1999	11/3/1999	\$2,000	Commercial	RENOVATIONS
99-00066	1/8/1999	11/3/1999	\$52,023	Commercial	REPLACE ROOFING
97-03002	10/3/1998	7/23/1998	\$5,000	Commercial	INSTALL ATM
98-02065	7/2/1998	7/23/1998	\$400	Commercial	ROOF REPAIRS
98-01713	6/23/1998	7/23/1998	\$185	Commercial	SIGN
97-01890	6/16/1998	7/23/1998	\$9,000	Commercial	9 WATER METERS
98-00383	5/29/1998	7/23/1998	\$300	Commercial	ELECTRICAL
98-00345	2/25/1998	7/23/1998	\$850	Commercial	AWNING
97-04173	2/20/1998	7/23/1998	\$600	Commercial	SIGN
97-04039	12/1/1997	7/23/1998	\$500	Commercial	PLUMBING
97-03982	11/21/1997	7/23/1998	\$3,500	Commercial	ELECTRICAL
97-03769	11/14/1997	7/23/1998	\$10,000	Commercial	INTERIOR BUILDOUT
97-03548	10/17/1997	7/23/1998	\$2,000	Commercial	DEMO INTERIOR
97-03482	10/10/1997	7/23/1998	\$5,000	Commercial	ELECTRICAL
97-03372	10/8/1997	7/23/1998	\$4,000	Commercial	DEMO INTERIOR
97-02965	9/3/1997	7/23/1998	\$4,400	Commercial	FIRE ALARM SYSTEM
97-02508	7/29/1997	7/23/1998	\$700	Commercial	PAINT OUTSIDE WALLS
97-02376	7/16/1997	7/23/1998	\$5,000	Commercial	10 NEW FIXTURES
97-02377	7/16/1997	7/23/1998	\$9,550	Commercial	FIRE PREVENTION BACKFLOW
9701298	4/29/1997	7/23/1998	\$75,000	Commercial	INTERIOR ARCADE
9602263	6/1/1996	8/1/1996	\$1,600		MECHANICAL
9601494	4/1/1996	8/1/1996	\$1,400		ELECTRICAL
9601405	3/1/1996	8/1/1996	\$10,000		RENOVATIONS
9601421	3/1/1996	8/1/1996	\$370		RENOVATIONS
9601442	3/1/1996	8/1/1996	\$1,200		PLUMBING
9601454	3/1/1996	8/1/1996	\$263		SIGN
B951848	6/1/1995	8/1/1995	\$650		CANVAS AWNING
B950191	1/1/1995	8/1/1995	\$3,000		RECONSTRUCT STORE FRONT
B943497	10/1/1994	11/1/1994	\$750		90 SF AWNING STORE FRONT
M942858	9/1/1994	11/1/1994	\$1,200		REPLACE 5 TON AC
B940704	3/1/1994	11/1/1994	\$1,000		PRESSURE WASH/REPAINT
B940760	3/1/1994	11/1/1994	\$10,000		4500 SF TILE
B940203	1/1/1994	11/1/1994	\$9,900		RENOVATE 2 STORE FRONTS
02/2688	10/2/1922	10/22/2002	\$1		STORM PANELS

Sketches (click to enlarge)



Photos



Map



No data available for the following modules: Buildings, Mobile Home Buildings, Yard Items, Exemptions.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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