

RESOLUTION NO. 21-169

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "THIRD AMENDMENT TO LEASE AGREEMENT" TO GRANT AN EXTENSION TO AUGUST 28, 2022 (TWO YEARS) FOR THE COMPLETION OF IMPROVEMENTS/EXPENDITURES REQUIRED AS A CONDITION OF THE LEASE BETWEEN THE CITY OF KEY WEST AND TROPICAL SHELL AND GIFTS, INC. FOR THE KEY WEST AQUARIUM PROPERTY; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in Resolution 18-247 the City Commission approved a Second Amendment to Lease Between the City of Key West and Tropical Shell and Gifts, Inc. for the Key West Aquarium Property; and

WHEREAS, Section 3. of the Second Amendment to Lease incorporated a condition that required Lessee to make specified improvements/expenditures to the property within 24 months from approval (by August 28, 2020); and

WHEREAS, the global Covid-19 pandemic wrought severe economic hardship on the Lessee, including temporary closure of several attractions, and the Lessee has requested a two-year extension to complete the improvements/expenditures that are a condition of the lease; and

WHEREAS, the Lessee has shown good faith efforts toward commencing and completing required improvements in an amount of not less than \$559,900.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the attached "Third Amendment to Lease Agreement", which provides an extension to August 28, 2022 (two years) for the completion of certain improvements/expenditures required as a condition of the Lease between the City and Tropical Shell and Gifts, Inc. is hereby approved. The improvements, or an equal dollar amount of improvements, listed in Exhibit B, are to be completed on or before August 28, 2022.

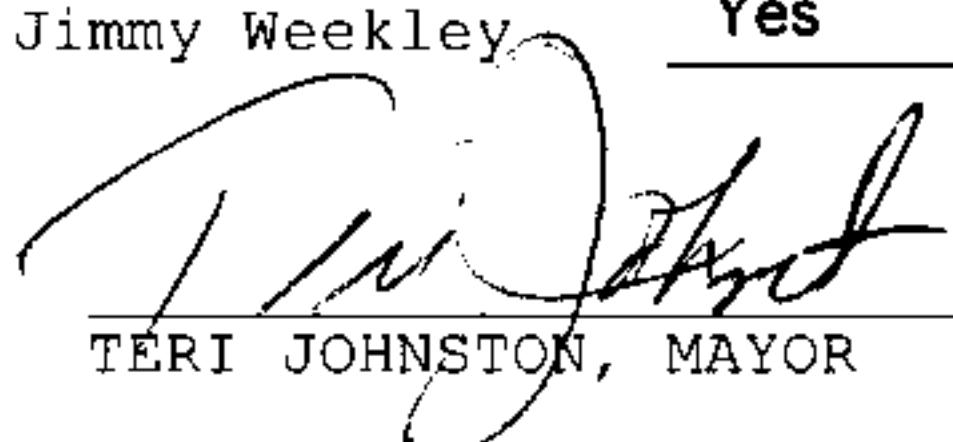
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of August, 2021.


Authenticated by the Presiding Officer and Clerk of the Commission on 18th day of August, 2021.

Filed with the Clerk on August 18, 2021.

Mayor Teri Johnston	<u>No</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
TERI JOHNSTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
KERI O'BRIEN, DEPUTY CITY CLERK

### **THIRD AMENDMENT TO LEASE AGREEMENT**

This Third Amendment to the Lease Agreement between the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Lessor") and TROPICAL SHELL & GIFT, INC., a Florida corporation, (the "Lessee") for the property commonly known as the Key West Aquarium property. Lessor and Lessee are jointly referred to as the "Parties".

#### **WITNESSETH:**

**WHEREAS**, Lessor and Lessee entered into a Lease dated July 3, 1978, as confirmed by City of Key West Resolution No. 78-87 (the "Original Lease"); and

**WHEREAS**, Lessor and Lessee entered into an Amendment to Lease dated September 9, 1981, which amendment provided for an Investment Credit and an option to renew the Original Lease for an additional twenty-five years after the expiration of the Original Lease, beginning July 15, 2003, and ending July 14, 2028, as confirmed by City of Key West Resolution No. 81-92 and City of Key West Resolution No., 95-419 (the "First Amendment"); and

**WHEREAS**, Lessor and Lessee entered into a Second Amendment to Lease dated August 28, 2018, confirmed by Resolution 18-247, which provided an option to renew the Original Lease for an additional ten (10) years through July 14, 2038, provided Lessee makes certain Improvements within twenty-four (24) months from the date of the Second Amendment (the "Second Amendment"); and

**WHEREAS**, due to impacts of the COVID-19 pandemic on tourism, labor and finances, the parties have mutually agreed to extend the time period by an additional twenty-four (24) months wherein Improvements set forth in Section 3 of the Second Amendment to Lease are to be completed by August 28, 2022;

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. That the recitals contained herein are true and correct and incorporated herein by reference.

2. Improvements. As a condition of this Third Amendment:

(a) Lessee represents and warrants that the improvements shown on the attached **Exhibit A** have been completed within the timeframes set forth on such schedule.

(b) Lessee agrees to make the improvements shown on the attached **Exhibit B**, or an equal dollar amount of improvements that would be approved by the City of Key West (such approval shall not be unreasonably withheld, ~~within twenty four (24) months from the date of this Second Amendment.~~ by or before August 28, 2022.)”

2. **Authority.** Each person executing this Third Amendment on behalf of a party represents and warrants that he/she has this full power, authority, and legal right to execute and deliver this Third Amendment on behalf of such Party and that this Third Amendment constitutes the legal, valid, and binding obligations of such Party, its heirs, representatives, successors, and assigns, enforceable against such Party or Parties in accordance with its terms. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents required for this Second Amendment.

3. **Counterparts.** To facilitate execution of this Third Amendment, this Third Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Third amendment delivered electronically by facsimile or email shall have the effect of an original, executed instrument. All counterparts of this Third Amendment shall collectively constitute a single instrument; but, in making proof of this Third Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Third Amendment.

4. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Third Amendment.

5. **No Further Modification.** Except as set forth in this Third Amendment, all the terms and provisions of the Original Lease, First Amendment and Second Amendment shall remain unmodified, in full force and effect, ratified and confirmed. In the event of a conflict between the Lease, subsequent amendments, and this Third Amendment, this Third Amendment shall control. Effective as of the date hereof, all references to the “Lease” shall refer to the Lease as amended collectively by prior Amendments and this Third Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment on the Lease Agreement this 14th day of August, 2021.



[Signature]  
City Clerk  
DEPUTY CITY CLERK

CITY OF KEY WEST, FLORIDA,  
a municipal corporation

[Signature]  
Teri Johnston, Mayor

TROPICAL SHELL & GIFT, INC.

[Signature]  
Witness Signature

Freddy Varela  
Witness Print Name

By: [Signature]

Name: Edwin O. Swift III

Title: President

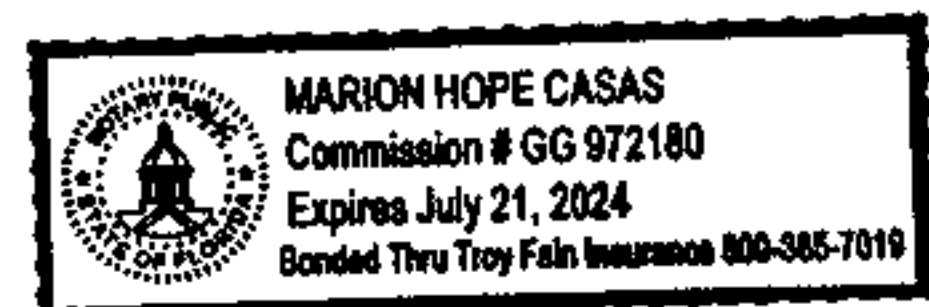
STATE OF FLORIDA       )  
COUNTY OF MONROE    )

BEFORE ME, a Notary public, personally appeared Edwin O. Swift III, who did acknowledge before me that he/she/they executed the foregoing instrument for the uses and purposes therein set forth. He/She/They is personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 11th day of August, 2021.

[Signature]  
NOTARY PUBLIC

SEAL:



**EXHIBIT "A"**

# Exhibit A

Tropical Shell and Gifts, Inc.  
Work In Progress Summary  
1 Whitehead Street  
Key West Mallory Square Leasehold Improvements for period June 1, 2016 through June 30, 2018

Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar Panels	Generator	Other
6/14/2016	WATER SCIENCE ASSOCIATES	9,605.00									
6/27/2016	CHARLEY TOPPINO & SONS, INC	110,318.25									
7/23/2016	SUNBLOCK & TILE, INC				2,009.40						
7/28/2016	M.C. WELDING				8,005.14						
8/6/2016	DELOACH INDUSTRIES, INC.	47,762.50									
8/11/2016	CHARLEY TOPPINO & SONS, INC	14,645.46									
8/11/2016	CHARLEY TOPPINO & SONS, INC	18,008.33									
9/1/2016	WATER SCIENCE ASSOCIATES	13,615.00									
9/1/2016	WATER SCIENCE ASSOCIATES	6,585.00									
9/1/2016	CHARLEY TOPPINO & SONS, INC	10,853.79									
9/9/2016	SUNBLOCK & TILE, INC				(15,000.00)						
9/13/2016	DELOACH INDUSTRIES, INC.	47,575.00									
9/14/2016	WATER SCIENCE ASSOCIATES	5,480.00									
10/6/2016	CITY OF KEY WEST - LICENSE	1,392.98									
10/18/2016	FOUR STAR RENTALS, INC	705.36									
10/21/2016	FMH BUILDERS, INC			6,225.38							
11/10/2016	LIGHTHOUSE ELECTRIC			2,549.00							
12/13/2016	DOWLING HOLDINGS OF FLORIDA LL						6,000.00				
1/1/2017	DOWLING HOLDINGS OF FLORIDA LL						21,783.00				
1/1/2017	DOWLING HOLDINGS OF FLORIDA LL						15,961.00				
1/30/2017	DOWLING HOLDINGS OF FLORIDA LL						3,150.00				
2/1/2017	ISLAND REFRIGERATION & AC, INC					(24,405.15)					
2/1/2017	LIGHTHOUSE ELECTRIC			3,372.89							
2/15/2017	CHARLEY TOPPINO & SONS, INC	1,750.00									
2/16/2017	CHARLEY TOPPINO & SONS, INC	500.00									
2/20/2017	DELOACH INDUSTRIES, INC.	109,019.25									
3/2/2017	DOWLING HOLDINGS OF FLORIDA LL				2,100.00						
3/16/2017	DOWLING HOLDINGS OF FLORIDA LL				9,409.00						
3/20/2017	DELOACH INDUSTRIES, INC.	8,915.76									
3/20/2017	DELOACH INDUSTRIES, INC.	27,419.97									
3/21/2017	DOWLING HOLDINGS OF FLORIDA LL						19,650.00				
3/31/2017	ISLAND REFRIGERATION & AC, INC					12,202.58					

Tropical Shell and Gifts, Inc.  
Work In Progress Summary  
1 Whitehead Street  
Key West Mallory Square Leasehold Improvements for period June 1, 2016 through June 30, 2018

Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar Panels	Generator	Other
3/31/2017	G. Gerwin AMEX - Ichabod Crane Service					1,212.50					
4/3/2017	ISLAND REFRIGERATION & AC, INC					504					
4/4/2017	LIGHTHOUSE ELECTRIC			20,339.01							
4/17/2017	A-PLUS ROOFING		8,300.00								
4/27/2017	KEYS ENERGY SERVICES - TSG										1,250.00
5/16/2017	DELOACH INDUSTRIES, INC.		6,255.00								
5/25/2017	LIGHTHOUSE ELECTRIC			51,650.00							
5/31/2017	AMEX C. Cury 4-29-17										1,035.78
5/31/2017	ISLAND REFRIGERATION & AC, INC					750					
6/5/2017	FOUR STAR RENTAL INC										422.14
6/6/2017	FOUR STAR RENTAL INC										467.21
6/7/2017	CHARLEY TOPPINO & SONS, INC										218.55
6/12/2017	DELOACH INDUSTRIES, INC.	9,560.41									
6/15/2017	DELOACH INDUSTRIES, INC.								7,155.60		
7/1/2017	DELOACH INDUSTRIES, INC.									27,186.32	
7/24/2017	LIGHTHOUSE ELECTRIC			42,100.00							
7/26/2017	CHECK ELECTRIC LLC			2,490.00							
7/31/2017	AMEX G. Gerwin 6-28-17										218.55
7/31/2017	AMEX G. Gerwin 6-28-17										184
7/31/2017	MIKE MONSALVATGE				5,500.00						
8/9/2017	MIKE MONSALVATGE				8,900.00						
8/10/2017	CHECK ELECTRIC LLC										2,490.00
8/16/2017	MIKE MONSALVATGE				5,000.00						
8/18/2017	DELOACH INDUSTRIES, INC.									22,120.86	
8/18/2017	DELOACH INDUSTRIES, INC.									18,975.55	
8/24/2017	MIKE MONSALVATGE				7,500.00						
8/29/2017	CHECK ELECTRIC LLC									910	
9/1/2017	ISLAND REFRIGERATION & AC, INC					12,202.57					
9/1/2017	ISLAND REFRIGERATION & AC, INC					8,802.00					
9/18/2017	OWLING HOLDINGS OF FLORIDA LL									7,380.00	
9/30/2017	AMEX G. Gerwin 8-28-17			87.92							
9/30/2017	AMEX G. Gerwin 8-28-17			660.56							
9/30/2017	AMEX G. Gerwin 8-28-17			747.56							



**Tropical Shell and Gifts, Inc.**  
**Work In Progress Summary**  
**1 Whitehead Street**

[illegible]

Tropical Shell and Gifts, Inc.  
 Work In Progress Summary  
 1 Whitehead Street  
 Key West Mallory Square Leasehold Improvements for period June 1, 2016 through June 30, 2018

Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar Panels	Generator	Other	
		861,521.44	443,712.06	20,458.01	156,655.22	38,423.54	11,268.50	66,544.00	-	7,155.60	77,209.53	40,094.98

**EXHIBIT "B"**

## EXHIBIT B

<b>\$75,000.00</b>	<b>New Maintenance and Laboratory Structure and Equipment</b>
<b>\$25,000.00</b>	<b>Door System Front and Rear (now that the building is air conditioned</b>
<b>\$50,000.00</b>	<b>Reconfiguration of the Front of the Aquarium (pending successful negotiations on permitting)</b>
<b>\$150,000.00</b>	<b>Extension of shark tank piling system, walkways and reef exhibit with rip rap</b>
<b>\$30,000.00</b>	<b>Graphics</b>
<b>\$20,000.00</b>	<b>Acrylic Tank Replacement</b>
<b>\$25,000.00</b>	<b>Displays</b>
<b>\$98,900.00</b>	<b>Fire Sprinkler System --Shell Warehouse</b>
<b><u>\$86,000.00</u></b>	<b>Fire Sprinkler System --Shipwreck Museum</b>
<b><u>\$559,900.00</u></b>	



# HISTORIC TOURS OF AMERICA, INC.®

"The Nation's Storyteller"  
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201 Front Street, Suite 224  
Key West, Florida 33040  
(305) 292-8920  
Fax (305) 295-4999

August 9, 2021

## Via Email

Patti McLauchlin  
City Manager  
City Of Key West  
1300 White Street  
Key West, FL 33040

**Re: Request for extension to Exhibit B, Section (3) Improvements within Resolution No. 18-247; Second Amendment to lease between the City of Key West, Florida and Tropical Shell & Gift, Inc. Entered on the 28<sup>th</sup> day of August 2018. Resolution No. 18-247**

Dear City Manager McLauchlin:

Due to the global financial disaster brought on by the COVID-19 Pandemic, many projects had to be paused. As the global economy has begun its return, we are in a position to complete projects in Exhibit B and or fulfill the equal dollar amount of improvements (\$559,900.00). We are asking for a two-year extension, from the date at which this item is included on a City of Key West Commission Meeting Agenda, to complete the improvements listed in Exhibit B. These items are either under contract, in the permitting phase and/or actively in progress. As a matter of fact, the Fire Sprinkler System installations for the Shell Warehouse and Shipwreck Museum are scheduled to begin on Monday, September 13, 2021.

Items listed under Section 3. Improvements, Exhibit B were to originally have been completed by August 28, 2020. I have attached Resolution 18-247 for review. You will notice Improvements under Exhibit A have and were completed within the timeframes set forth on such schedule.

### Exhibit B

\$75,000.00	New Maintenance and Laboratory Structure and Equipment
\$25,000.00	Door System Front and Rear (now that the building is air conditioned)
\$50,000.00	Reconfiguration of the Front of the Aquarium (pending successful negotiations on permitting)
\$150,000.00	Extension of shark tank piling system, walkways and reef exhibit with rip rap
\$30,000.00	Graphics
\$20,000.00	Acrylic Tank Replacement
\$25,000.00	Displays
\$98,900.00	Fire Sprinkler System – Shell Warehouse
\$86,000.00	Fire Sprinkler System – Shipwreck Museum
<u>\$559,900.00</u>	

OLD TOWN TROLLEY TOURS: Boston • Key West • Nashville • St. Augustine • San Diego • Savannah • Washington, DC  
CONCH TOUR TRAIN • KEY WEST AQUARIUM • KEY WEST SHIPWRECK TREASURE MUSEUM • SAILS TO RAILS MUSEUM • YANKEE FREEDOM III  
MALLORY SQUARE FESTIVAL MARKETPLACE • HARRY S. TRUMAN LITTLE WHITE HOUSE • AMERICAN PROHIBITION MUSEUM  
SAN DIEGO SEALS • SAN DIEGO OLD TOWN MARKET • BOSTON TEA PARTY SHIPS & MUSEUM • MONUMENTS BY MOONLIGHT  
GHOSTS & GRAVESTONES • POTTER'S WAX MUSEUM • OLD JAIL • OLDEST STORE MUSEUM EXPERIENCE • ARLINGTON NATIONAL CEMETERY TOURS

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to be 'Clinton Curry', with a large loop and a long horizontal stroke.

Clinton Curry  
Director of Key West Operations  
Historic Tours of America, Inc.  
305-747-0099  
[ccurry@historictours.com](mailto:ccurry@historictours.com)

RESOLUTION NO. 18-247

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF KEY WEST AND TROPICAL SHELL AND GIFTS, INC. FOR THE KEY WEST AQUARIUM PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, tenant has met the conditions contained in newly revised Key West Code of Ordinances section 2-941(b);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

§ Section 1: That the attached Second Amendment to Lease between the City and Tropical Shell and Gifts, Inc. for the Key West Aquarium Property is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this  
21st day of August 22, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission  
on 22nd day of August, 2018.

Filed with the Clerk on August 22, 2018.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



Signed, sealed and delivered  
in the presence of:

TROPICAL SHELL & GIFTS, INC.

Susan P. Harrison  
Witness

By: [Signature]

[Signature]  
Witness

Date: 8-28-18

CITY OF KEY WEST, FLORIDA

Deely Walker  
Witness

By: [Signature]

Angel Balle  
Witness

Date: 8-21-18



Attest:

City Clerk

Cheryl Smith

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE entered into this 28 day of August, 2018, among THE CITY OF KEY WEST, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "Lessor"), and TROPICAL SHELL & GIFT, INC., a Florida corporation, (the "Lessee"). Lessor and Lessee are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

### RECITALS

WHEREAS, Lessor and Lessee entered into a Lease dated July 3, 1978, as confirmed by City of Key West Resolution No. 78-87 (the "Original Lease"); and

WHEREAS, Lessor and Lessee entered into an Amendment to Lease dated September 9, 1981, which amendment provided for an Investment Credit, and an Option to Renew the Original Lease for an additional twenty-five years after the expiration of the Original Lease, beginning July 15, 2003 and ending July 14, 2028, as confirmed by City of Key West Resolution No. 81-92 and City of Key West Resolution No. 95-419 (the "First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** That the recitals contained herein are true and correct and incorporated herein by reference.
2. **Option to Renew.** Lessee is hereby granted an option to renew its tenancy for one (1) additional ten (10) year renewal term beginning July 15, 2028 and ending July 14, 2038 (the "Second Renewal Term"), subject to the following terms and conditions:
  - (a) Lessee shall give written notice to Lessor at least one hundred eighty (180) days before expiration of the prior term, of Lessee's exercise of the option to renew its tenancy.
  - (b) Lessee must not be in default of any of the conditions or covenants of this Lease, and the Lease must not have been otherwise terminated by Lessor.
3. **Improvements.** As a condition of this Second Amendment:
  - (a) Lessee represents and warrants that the improvements shown on the attached Exhibit A have been completed within the timeframes set forth on such schedule.
  - (b) Lessee agrees to make the improvements shown on the attached Exhibit B, or an equal dollar amount of improvements that would be approved by the City of Key West (such approval shall not be unreasonably withheld), within twenty-four (24) months from the date of this Second Amendment.
4. **Authority.** Each person executing this Second Amendment on behalf of a Party represents and warrants that it/he/she is has the full power, authority, and legal right to execute and deliver this Second Amendment on behalf of such Party and that this Second Amendment

constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms. Lessor hereby represents and warrants that it has obtained all necessary approvals and consents required for this Second Amendment.

5. Counterparts. To facilitate execution of this Second Amendment, this Second Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Second Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Second Amendment shall collectively constitute a single instrument; but, in making proof of this Second Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Second Amendment.

6. Brokers. Each Party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Second Amendment.

7. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Original Lease and First Amendment (collectively "Lease") shall remain unmodified, in full force and effect, ratified and confirmed. In the event of a conflict between the Lease and this Second Amendment, this Second Amendment shall control. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Second Amendment.

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# Exhibit 1

Tropical Shell and Gifts, Inc.  
 Work in Progress Summary  
 1 Whitehead Street  
 Key West Mallory Square Leasehold Improvements for period June 1, 2015 through June 30, 2018

Paid		Aquarium	Roof	Aquarium Improvements		A/C	Stairs & Walkways	Fire Sprinkler /	
Q/A Date	Vendor Name	Injection Wells		Lighting	Tanks			Suppression System	Solar
6/14/2016	WATER SCIENCE ASSOCIATES	9,605.00							
6/27/2016	CHARLEY TOPPING & SONS, INC	118,318.15							
7/23/2016	SUNBLOCK & TILE, INC				2,008.40				
7/28/2016	M.C. WELDING				8,005.14				
8/6/2016	DELOACH INDUSTRIES, INC.	47,762.50							
8/11/2016	CHARLEY TOPPING & SONS, INC	14,645.46							
8/11/2016	CHARLEY TOPPING & SONS, INC	35,081.33							
9/1/2016	WATER SCIENCE ASSOCIATES	13,618.00							
9/1/2016	WATER SCIENCE ASSOCIATES	6,383.00							
9/1/2016	CHARLEY TOPPING & SONS, INC	10,857.79							
9/9/2016	SUNBLOCK & TILE, INC				(15,000.00)				
9/12/2016	DELOACH INDUSTRIES, INC.	47,575.00							
9/14/2016	WATER SCIENCE ASSOCIATES	1,488.00							
10/6/2016	CITY OF KEY WEST - LICENSE	1,392.98							
10/18/2016	FOUR STAR RENTALS, INC	705.36							
10/21/2016	FISH BUILDERS, INC			4,725.38					
11/10/2016	LIGHTHOUSE ELECTRIC			2,549.00					
12/13/2016	DOWLING HOLDINGS OF FLORIDA LL						6,000.00		
1/1/2017	DOWLING HOLDINGS OF FLORIDA LL						21,783.00		
1/1/2017	DOWLING HOLDINGS OF FLORIDA LL						15,651.00		
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2/1/2017	ISLAND REFRIGERATION & AC, INC					(24,405.15)			
2/1/2017	LIGHTHOUSE ELECTRIC			1,372.89					
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2/16/2017	CHARLEY TOPPING & SONS, INC	500.00							
2/20/2017	DELOACH INDUSTRIES, INC.	109,819.25							
3/2/2017	DOWLING HOLDINGS OF FLORIDA LL				2,100.00				
3/28/2017	DOWLING HOLDINGS OF FLORIDA LL				9,409.00				
3/30/2017	DELOACH INDUSTRIES, INC.	8,913.76							
3/30/2017	DELOACH INDUSTRIES, INC.	27,419.97							
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Tropical Shell and Gato, Inc.  
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Posted G/L Date	Vendor Name	Aquarium Injection Wells	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar
3/31/2017	G. Gerwin AMEX - Island Crane Service					1,212.50			
4/3/2017	ISLAND REFRIGERATION & AC, INC					504			
4/4/2017	LIGHTHOUSE ELECTRIC			20,139.01					
4/17/2017	A-PLUS ROOFING		8,300.00						
4/27/2017	KEYS ENERGY SERVICES - TSG								
5/16/2017	DELOACH INDUSTRIES, INC.		6,255.00						
5/25/2017	LIGHTHOUSE ELECTRIC			51,650.00					
5/31/2017	AMEX G. Gerwin 4-25-17								
5/31/2017	ISLAND REFRIGERATION & AC, INC					750			
6/5/2017	FOUR STAR RENTAL INC								
6/6/2017	FOUR STAR RENTAL INC								
6/7/2017	CHARLEY TOPPING & SONS, INC								
6/12/2017	DELOACH INDUSTRIES, INC.	9,560.41							
6/15/2017	DELOACH INDUSTRIES, INC.								2
7/1/2017	DELOACH INDUSTRIES, INC.								
7/24/2017	LIGHTHOUSE ELECTRIC			42,180.00					
7/26/2017	CHECK ELECTRIC LLC			2,490.00					
7/31/2017	AMEX G. Gerwin 6-28-17								
7/31/2017	AMEX G. Gerwin 6-28-17								
7/31/2017	MIKE MONSALVATE				5,900.00				
8/9/2017	MIKE MONSALVATE				8,900.00				
8/10/2017	CHECK ELECTRIC LLC								
8/16/2017	MIKE MONSALVATE				5,000.00				
8/18/2017	DELOACH INDUSTRIES, INC.								
8/18/2017	DELOACH INDUSTRIES, INC.								
8/24/2017	MIKE MONSALVATE				7,500.00				
8/29/2017	CHECK ELECTRIC LLC								
9/1/2017	ISLAND REFRIGERATION & AC, INC					12,202.57			
9/1/2017	ISLAND REFRIGERATION & AC, INC					8,802.00			
9/18/2017	DOWLING HOLDINGS OF FLORIDA LL								
9/28/2017	AMEX G. Gerwin 8-28-17			87.92					
9/30/2017	AMEX G. Gerwin 8-28-17			560.56					
9/30/2017	AMEX G. Gerwin 8-28-17			747.56					

Key West Highway Square Leasedhold Improvements for period June 1, 2016 through June 30, 2018

[illegible]

Paid G/L Date	Vendor Name	Aquarium Injection Well	Roof	Aquarium Improvements Lighting	Tanks	A/C	Stairs & Walkways	Fire Sprinkler / Suppression System	Solar
	861,921.64	443,712.06	20,438.01	154,635.72	28,423.54	11,268.50	66,544.00	-	7,

## EXHIBIT B

<b>\$75,000.00</b>	<b>New Maintenance and Laboratory Structure and Equipment</b>
<b>\$25,000.00</b>	<b>Door System Front and Rear (now that the building is air conditioned</b>
<b>\$50,000.00</b>	<b>Reconfiguration of the Front of the Aquarium (pending successful negotiations on permitting)</b>
<b>\$150,000.00</b>	<b>Extension of shark tank piling system, walkways and reef exhibit with rip rap</b>
<b>\$30,000.00</b>	<b>Graphics</b>
<b>\$20,000.00</b>	<b>Acrylic Tank Replacement</b>
<b>\$25,000.00</b>	<b>Displays</b>
<b>\$98,900.00</b>	<b>Fire Sprinkler System --Shell Warehouse</b>
<b><u>\$86,000.00</u></b>	<b>Fire Sprinkler System --Shipwreck Museum</b>
<b><u>\$559,900.00</u></b>	