

SUBLEASE AGREEMENT FOR DESK SPACE

This Sublease Agreement ("Sublease") is entered as of October 1, 2015 by and between Nadene Grossman Enterprises, Inc. DBA We've Got the Keys ("Sublessor") and Be In Key West Real Estate LLC ("Subtenant").

Sublessor and Subtenant may collectively be referred to as the "Parties."

WHEREAS, Sublessor entered into a lease agreement dated January 25, 2013 between the Sublessor and The City of Key West ("Landlord") for a term ending on December 31, 2017

WHEREAS, Sublessor and Subtenant wish to enter into this Sublease.

NOW, THEREFORE, the Parties agree as follows:

PREMISES: Sublessor hereby subleases desk space located at: 922 Caroline Street, Key West, FL 33040 (the "Premises") to Subtenant for the operation of a real estate business and no other purpose.

SUBLEASE TERM: The Sublease will begin with the approval of the Key West City Commissioners. This Agreement shall terminate and the obligations of the Sublessor shall be deemed completed on the happening of any of the following events: (a) failure of the Subtenant to make Rent Payments for the designated space (b) termination by mutual assent of Sublessor and Subtenant (c) termination of the lease by the City of Key West.

LEASE PAYMENTS: Subtenant agrees to pay to Sublessor as rent for the Premises the amount of \$650.00 ("Rent") each month in advance on the first day of each month at: 922 Caroline St., Key West, FL 33040 (address for rent payment). If the Sublease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

LATE CHARGES: If any amount under this Sublease is more than 3 days late, Subtenant agrees to pay a late fee of \$50.00.

INSUFFICIENT FUNDS: Subtenant agrees to pay the charge of \$50.00 for each check that is returned for lack of sufficient funds.

BUSINESS TAXES: Subtenant shall pay all business taxes in respect of the business carried on in or upon the Premises.

INDEMNIFICATION OF THE PARTIES The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction which did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained. Be In Key West Real Estate LLC will supply a copy of their General Liability Insurance listing Nadene Grossman Enterprises, Inc. DBA We've Got the Keys and the City of Key West - as additional Insured.

ENTIRE AGREEMENT: This Sublease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Sublease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified in writing and must be signed by both Parties.

GOVERNING LAW: This Sublease shall be governed by and construed in accordance with the laws of the State of Florida.

NOTICE: Any notice required or otherwise given pursuant to this Sublease shall be in writing.

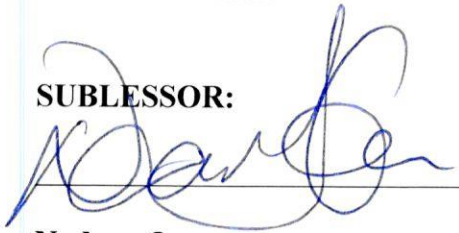
LEGAL The Sublessor and Subtenant agree that any dispute, claim, or controversy concerning this Agreement or the termination of this Agreement, or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Key West, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The parties will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and each party shall separately pay its own counsel fees and expenses.

ADDITIONAL PROVISIONS (Specify "none" if there are no additional provisions)

None

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed the day and year first above written.

SUBLESSOR:

 10/5/15

Nadene Orr

Nadene Grossman Enterprises, Inc.
DBA We've Got The Keys

SUBTENANT:

 10/5/15

Elizabeth Eliot

Be In Key West Real Estate, LLC