



Spottswood Companies, Inc.
506 Fleming Street
Key West, FL 33040
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www.spottswood.com

HAND DELIVERED

September 17, 2025

City of Key West
1300 White Street
Key West, FL 33040
Attention: Brian Barroso, City Manager

Re: Submission of Unsolicited Proposal Pursuant to Section 2-774, City Code of Key West

Dear Mr. Barroso,

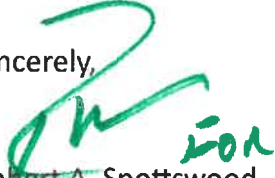
On behalf of Spottswood Management, Inc., I am pleased to submit this unsolicited detailed proposal for the lease of that certain one story concrete block building located on Lazy Way Lane in the Historic Seaport, commonly known as the "Sails in Concert Studio", and more particularly depicted on Exhibit "A" of this letter. It is our intention to operate this space as a frozen drink and margarita bar, museum and retail sales operation showcasing the City of Key West's music, arts, and fishing history, with limited indoor seating and outdoor seating for up to 20 persons. This proposal is submitted in accordance with Section 2-774(d) of the City Code, governing Public-Private Partnerships (P3s).

The subject property was the subject of that certain Lease Agreement dated December 6, 2021, between Caroline Street Corridor and Bahama Village Community Redevelopment Agency, as Landlord, and Sails in Concert, Inc., as Tenant (the "Prior Lease"), which was recently terminated in June 2025, pursuant to Resolution No. 25-158 of the Caroline Street Corridor and Bahama Village Community Redevelopment Agency ("CRA") and the Lease Termination Agreement dated June 16, 2025 between the CRA and the prior tenant.

Enclosed with this letter is a cashier's check in the amount of \$25,000 for the proposal review fee, together with the unsolicited detailed proposal. As required by the City Code, our unsolicited detailed proposal contain the information sufficient to inform the City about the detailed quality and character of the proposed qualifying project; the detailed experience and capacity of our company; and the detailed financial and implementation strategies to ensure successful project delivery.

We look forward to working with you on this exciting project and the City's prompt response.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Spottswood, Jr.', with a stylized flourish above the name.

Robert A. Spottswood, Jr.
President

cc: Robert A. Spottswood

Enclosures: \$25,000 Cashier's Check
 Unsolicited Detailed Proposal

**Unsolicited Proposal to Lease Building to the City of Key West
Submitted Pursuant to Section 2-774(d), City Code of Key West**

Submitted by:

Spottswood Management, Inc.
506 Fleming Street
Key West, Florida 33040
(305) 294 - 6100

September 17, 2025

I. Executive Summary

Spottswood Management, Inc., a Florida corporation, respectfully submits this unsolicited, detailed proposal to lease approximately 1,447 square feet of that certain building located at Lazy Way Lane, Key West, Florida, which was formerly operated as Sails in Concert Studio. This proposal is submitted in accordance with Section 2-774(d) of the City Code, which governs Public-Private Partnerships (P3s).

II. Project Description

A. Property Overview

- **Address:** Lazy Way Lane
- **Size:** Approximately 1,447 square feet
- **Current Use:** Vacant
- **Prior Use:** Studios

B. Proposed Use

Applicant intends to renovate and refurbish the historic studio space within the building and, upon completion, open the historic studios as a frozen drink and margarita bar, museum, and retail sales operation showcasing the City of Key West's music, arts, and fishing history, with limited indoor seating and outdoor seating for up to 20 persons.

C. Lease Terms (Proposed)

- **Lease Term:** 5 year initial term; Renewable for five (5) additional terms of five (5) years each
- **Base Rent:** \$2,500.00 per month commencing 13 months after opening for business. Base Rent will adjust each year thereafter based on CPI. In addition to Base Rent, Tenant will pay Percentage Rent equal to ten percent (10%) above a natural break point rent.
- **Additional Rent:** To the extent provided in the Lease, Tenant will agree to pay its proportionate share of CAM, Real Estate Taxes, Insurance, Sales, Use or Excise Taxes, together with Management and Administrative fees.

- **Maintenance:** Landlord will be responsible for maintenance of the roof, structure, foundation, and exterior of the building. Tenant will be responsible for HVAC, plumbing, and electrical systems.
- **Utilities:** Tenant will be responsible for utilities charges, or proportionate share, as applicable.

III. Qualifications of the Proposer

A. Company Background

Spottswood Companies, Inc. and its affiliates, including the applicant, Spottswood Management, Inc. (collectively, "SCI"), are a diversified, family-owned organization with investments in real estate, restaurants, timesharing, marinas, hospitality, construction, broadcasting and banking. We understand the importance of our relationships with our customers, our employees and our community, and we seek to create, nurture and manage innovative programs that will benefit and encourage these very important relationships over the long term. SCI and its affiliates are based in Key West, Florida, and own all or some interest in numerous hotel, timeshare, marina and commercial properties in the Florida Keys. SCI has developed dozens of properties in the Florida Keys with more than 1,000 residential and transient units and over 300,000 square feet of commercial space.

B. Financial Capacity

Spottswood Management, Inc. ("SMI") maintains a strong financial standing and has the capacity to support all obligations under the proposed lease.

C. Primary Point of Contact for Proposal

Robert A. Spottswood, Jr.
c/o Spottswood Companies, Inc.
506 Fleming Street
Key West, Florida 33040

D. Names and experience of proposed key project personnel.

Key project personnel, and their experience is as follows: Robert A. Spottswood, Jr. is the President of Spottswood Companies, and Philip Spottswood is the Director of Food & Beverage Operations for Spottswood Companies.

Robert Spottswood, Jr. is part of the seventh generation of the Spottswood family to call Key West home. After graduating from the University of Florida, he earned his law degree from Nova Southeastern University, where he worked with groups like the Everglades Law Clinic to support responsible development and the protection of native habitats for endangered and threatened species.

Robert has carried that commitment to sustainability into his career. His law practice focuses on real estate development and the hospitality industry, with an emphasis on environmentally conscious growth. In 2019, Robert and his wife Stephanie moved back to Key West permanently, where they continue to make their home.

He is CEO and President of Spottswood Companies, Inc., President of Keystar, Inc., and a Partner at Spottswood, Spottswood, Spottswood & Sterling, PLLC. Robert also serves on the Board of Directors of First State Bank of the Florida Keys, the Fish & Wildlife Foundation of Florida, the South Atlantic Fishery Management Council, the Governing Board of the South Florida Water Management District, and the Florida Public Service Nominating Council.

With over a decade of experience in the hospitality industry, Philip Spottswood began his career in 2012 as a manager at Tarpon Creek in Marathon, Florida. In 2014, he relocated to Miami to pursue a degree in Hospitality & Tourism Management at Florida International University's Chaplin School. Upon graduating, Philip was accepted into Marriott International's Management Program, where he held key roles at JW Desert Ridge Resort & Spa in Phoenix, Arizona, and JW Camelback in Scottsdale, Arizona. This program equipped him with valuable expertise in large-scale hotel operations, food and beverage management, and corporate leadership.

In 2018, Philip returned to the East Coast as a manager at Marriott's Harbor Beach Resort & Spa in Fort Lauderdale, Florida. Over four years, he oversaw several of Marriott's flagship properties' restaurants, collectively comprising 19 food and beverage outlets and 350,000 square feet of event space. His responsibilities included managing meal periods, managing teams, daily dining guests, large corporate events, and weddings.

In August 2020, Philip relocated to Key West, Florida, to assume the role of Assistant Director of Food & Beverage at the Key West Marriott Beachside. During his tenure, he led the rebranding of the property's pool bar and restaurant, reopened their flagship restaurant Tavern N Town, and spearheaded the post-pandemic restoration of the resort's food and beverage department. Today, Philip serves as Director of Food & Beverage at Spottswood Companies where he focuses on team development, operational excellence, and expanding the company's hospitality assets.

IV. Public Benefit

This proposal offers the following benefits to the City of Key West: Renovation and return to service of a historic building that is presently closed and continuing to deteriorate.

V. Financial Analysis

The City will receive a fair rent for the lease of the building, which includes the opportunity for the City to achieve additional revenues if the business exceeds revenue thresholds to be established in the lease. The City has no expected capital outlay in accordance with the proposal, other than the standard obligations as Landlord under the proposed lease.

VI. Additional Information Provided in Compliance with Section 2-774, City Code

Type of support needed, if any, from the City, for example, facilities, equipment, materials, personnel, financial resources, etc.: City to provide electric, water, and sewer lines to the building consistent with the needs of the intended use.

Identification of any proprietary data used and the manner in which it is used: No proprietary data is expected to be required other than in connection with the branding of the business and the associated store.

Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project: Thomas E. Pope, Architecture

The names of any other federal, state, or local agencies receiving a similar proposal from the private entity: None

A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a qualifying project worthy of pursuit by the City.

This project provides for the preservation of an historic Key West waterfront structure and relieves the City of the financial obligations of restoration and maintenance. This project will highlight the City's music history and provide the City with a steady source of revenue.

A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project: The business arrangement between the City and SMI will be established in the proposed lease. SMI will be responsible for the permitting, development, financing, and operation of the project. The City will be responsible for the normal and customary obligations of a landlord under a building lease, including responsibility for the repair and replacement of the roof, building exterior, foundation, and building structure. Tenant will be responsible for all other repairs and replacements, including air conditioning, electric, and plumbing systems.

A preliminary project schedule: We currently anticipate that the Project will open to the public for business on or before the date that is six (6) months after all City permits and approvals are obtained.

A detailed financial analysis of the proposed project: Permitting, renovation, and remodeling costs, all of which will be the responsibility of SMI, will be determined and refined as further reviews and inspections are performed on the premises during the one hundred twenty (120) day inspection period, and a proposed renovation budget will be delivered to the City upon the conclusion of the inspection period. Commencing on the rent commencement date, City will begin receiving minimum monthly rent payments (totaling \$30,000 per year initially and subject to CPI increases), the defined additional rent, and percentage rent of 10% of Gross Sales (as defined in the lease) above the natural breakpoint. Further details and preliminary operations budgets and projections will be made available on request.

Specification as to when the pricing or terms of the proposal will expire: The terms of this Proposal will not expire prior to the City taking specific action on the proposal.

VII. Conclusion

We would welcome the opportunity to meet with the City or provide additional information so that the City may gain a deeper understanding of our proposal.

Thank you for your consideration.

Respectfully submitted,

Robert Spottswood, Jr.

President

Spottswood Companies, Inc.

Lease Agreement

between

Caroline Street Corridor and Bahama Village Community
Redevelopment Agency

as Landlord

and

Spottswood Management, Inc.,
A Florida corporation

as Tenant

Dated _____, 2025

THIS LEASE is made as of the ____ day of _____ 2025 by and between the LANDLORD and TENANT identified below:

1. **INFORMATION PROVISIONS:** Information provisions in this section are intended to provide a summary of the corresponding section of this lease and are in no way inclusive of the complete terms and conditions of this lease.

1.1 LANDLORD'S NAME & MAILING ADDRESS:
Caroline Street Corridor and
Bahama Village Community Redevelopment Agency
1300 White Street
Key West, FL 33040

1.2 TENANT'S NAME & MAILING ADDRESS:
Spottswood Management, Inc.
506 Fleming Street
Key West, Florida 33040

1.3 Intentionally Omitted.

1.4 DEMISED PREMISES (Section 2): as per EXHIBIT "A" located on Lazy Way Lane in the Historic Seaport, together with the exclusive right to use an area to be mutually designated by LANDLORD and TENANT for the outdoor seating of up to 20 guests

1,447 NET USABLE SQUARE FEET

PROPORTIONATE SHARE OF THE TOTAL NET USABLE SQUARE FEET:

TENANT'S Proportionate Share is based upon TENANT'S Net Usable Square Feet as it relates to the Total Net Usable Square Feet of the Property.

1.5 TERM (Section 3.): FIVE (5) YEARS

1.5.1 COMMENCEMENT DATE: Effective _____, 2025, as acknowledged by TENANT'S written statement.

1.5.2. RIGHT TO TERMINATE: Upon default as provided herein.

1.5.3 RIGHT TO RENEW: This Lease may be renewed for five (5) additional terms of five (5) years each, not to exceed a total of twenty-five (25) twenty years.

1.6 MINIMUM RENT FOR TERM (Section 4): The base rent and base rent increases for the term and any renewals thereof as per EXHIBIT "B" attached hereto and incorporated herein. Every year thereafter throughout the term of the lease the minimum base rent shall be adjusted annually on the anniversary date of the lease by the increase in Consumer Price Index for all Urban Consumers as published by the United States Department of Labor. In no event shall the minimum base rent be decreased. All rentals provided for herein shall be payable in advance,

without prior demand therefore and without deductions or setoffs for any reason whatsoever on the first day of each and every month of the term hereof.

- 1.6.1 ADDITIONAL RENT: Tenants shall pay its Proportionate share of CAM, Real Estate Taxes, Insurance, Sales, Use or Excise Taxes together with Management and Administrative fees estimated as per EXHIBIT "B", and any and all other sums of money or charges required to be paid by TENANT pursuant to the provisions of this lease.
- 1.6.2 RENT COMMENCEMENT DATE: No base rent shall be due or payable until the thirteenth (13th) month after the month in which Tenant opens its business on the Demises Premises to the public.
- 1.6.3 RENT PAYMENT DUE DATE: Beginning on the Rent Commencement Date, payable in advance on the first (1st) of each and every month of the term hereof.
- 1.6.3 LATE CHARGE: 15% of the amount in arrears if received after the fifth day of each and every month together with an administrative fee of \$50.00 for processing late payments.
- 1.6.4 PERCENTAGE RENT:

In addition to Base Rent, Tenant shall pay to Landlord, as additional rent, an amount equal to ten percent (10%) of Gross Sales in excess of the Natural Breakpoint.

The Natural Breakpoint shall be calculated by dividing the annual Base Rent by ten percent (10%). For example, if the annual Base Rent is \$30,000, the Natural Breakpoint shall be \$300,000. Percentage Rent shall apply only to Gross Sales exceeding this threshold.

"Gross Sales" shall include all revenue derived from the sale of goods, services, and other business activities conducted on or from the Premises, whether for cash or credit. However, the following shall be excluded from Gross Sales:

- Sales tax, VAT, or other government-imposed charges collected from customers.
- Returns, refunds, and exchanges.
- Sales of fixtures, equipment, or inventory not part of regular operations.
- Employee discounts and promotional giveaways.
- Online sales fulfilled off-premises and not processed through the store's point of sale system.

Percentage Rent shall be calculated and, to the extent that the Gross Sales have exceeded the threshold, paid monthly, within fifteen (15) days after the end of each calendar month, accompanied by a certified statement of Gross Sales for the applicable period.

Landlord reserves the right to audit Tenant's records upon thirty (30) days' notice, no more than once per lease year unless discrepancies are found.

- 1.6.5 HOLD OVER RENT: 150% of the Minimum Base rent during the last year of the expiring term.
- 1.6.6 RENT CONCESSIONS: None

- 1.7 SECURITY DEPOSIT (Section 5): \$2,500.00. Equal to one month's base rent.
- 1.8 PERMITTED USE (Section 6): Frozen drink and margarita bar, museum, and retail sales operation showcasing the City of Key West's music, arts, and fishing history, with limited indoor seating and outdoor seating for up to 20 persons.
- 1.9 INSURANCE: (Section 9) \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence commercial liability minimum.
- 1.10 ASSIGNMENT OR SUBLETTING: (Section 10) Allowed with LANDLORD'S approval.
- 1.11 UTILITIES: (Section 17) The TENANT shall pay for all utilities associated with the use of the Demised Premises.

INITIALS: LANDLORD _____ TENANT _____

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, as well as for one dollar (\$1.00) and other good and valuable consideration by each of the parties unto the other, in hand paid simultaneously with the execution and delivery of these presents, the receipt of which is hereby acknowledged, have agreed as follows:

2. **DEMISED PREMISES** - Upon the terms and conditions hereinafter set forth, and in consideration of the payment from time to time by the TENANT of the rents hereinafter set forth, and in consideration of the performance continuously by the TENANT of each and every one of the covenants and agreements hereinafter contained by the TENANT to be kept and performed, the LANDLORD does hereby lease, let, and demise unto the TENANT, and the TENANT does hereby lease of and from the LANDLORD, the following Demised Premises situated, lying, and being in Monroe County, Florida: That portion of the Property outlined and/or crosshatched on Exhibit "A" which depicts the Net Usable Square Feet of the Demised Premises. Net Usable Square Feet is defined as all interior floor space, any second-floor space, storage, covered dining areas and commercially used outdoor areas or any other area set aside for the exclusive use and economic benefit of the Tenant and containing the approximate dimensions and area measured in accordance with the published BOMA/ANSI standard for calculating net usable floor area for stores. It is agreed that the Net Usable Square Feet for the purpose of any calculations which are based on Net Usable Square Feet is as stated in Section 1.4. It is agreed that TENANT'S Proportionate Share is based upon TENANT'S Net Usable Square Feet as it relates to the Total Net Usable Square Feet of the Property, LANDLORD reserves the right to re-measure the Demised Premises from time to time and to adjust the TENANT'S Net Usable Square Feet and the rent or rental rate applied to the square footage as determined by any re-measurement or change in use. TENANT accepts the Demised Premises in an "as is", "where is" condition and acknowledges that LANDLORD has no obligations for any construction or improvements in connection with TENANT'S occupancy of the Demised Premises.

Property Common Area is defined as all facilities furnished by the LANDLORD and designated for the

general use in common, with other occupants of the Property, including TENANT, their officers, agents, employees and customers, and the general public, including but not limited to any of the following which may have been furnished by LANDLORD: lavatories, parking areas, driveways, entrances, and exits thereto, pedestrian sidewalks and ramps, landscapes areas, and other similar facilities, and all areas which are located within the Property and which are not leased to tenants.

LANDLORD reserves the right from time to time with good cause, upon at least sixty (60) days advance written notice to relocate TENANT to other Demised Premises within the Property, prior to or during the term of this Lease, so long as usable area so substituted equals or exceeds the usable area of the Demised Premises; provided however that TENANT shall have the right at its sole option and as its sole remedy, to terminate the Lease upon sixty (60) days advance written notice which right must be exercised, if at all, within fifteen (15) days after receipt of LANDLORD'S relocation notice, which relocation notice may be withdrawn by LANDLORD within ten (10) days after LANDLORD'S receipt of TENANT'S termination notice, in which event TENANT'S attempted termination shall be null and void and the lease shall continue in full force and effect in accordance with its terms. In the event LANDLORD shall relocate TENANT to other space within the Property, LANDLORD shall pay the commercially reasonable relocation costs of TENANT in connection therewith, but LANDLORD shall not have any other liability with respect to any such relocation.

3. TERM – The initial term of this Lease shall be for Five (5) years which shall commence on _____, 2025 and shall end midnight on _____ 2030, unless sooner terminated as provided for herein. Upon occupancy TENANT shall furnish LANDLORD a written statement stating the TENANT has accepted the Demised Premises for occupancy and setting forth the actual commencement and expiration dates of the Lease. TENANT'S written statement shall become attached to and incorporated into this lease as **Exhibit "D"**. In the absence of TENANT'S written statement, the lease term shall remain as stated above. A Lease Year is the twelve-month period beginning on the commencement date of each year and ending at the conclusion of the same date one year later. If possession of the Demised Premises shall for any reason not be delivered to Tenant on the Commencement Date, this Lease shall nevertheless continue in full force and effect, and no liability whatsoever shall arise against LANDLORD out of any delay other than the abatement of rent.

3.1 DUE DILIGENCE PERIOD; RIGHT TO TERMINATE. TENANT shall have a period of one hundred twenty (120) days after the date of this Lease (the "Inspection Period") within which to have such inspections performed as TENANT shall desire and to prepare a proposed budget for the alteration, renovation, and repair of the building and Demised Premises. If TENANT, in TENANT'S sole discretion, determines that the Demised Premises are not acceptable, then TENANT may terminate this Lease by delivering written notice of such election to LANDLORD prior to expiration of Inspection Period. If TENANT timely terminates this Lease, the Security Deposit shall be returned to TENANT, and, thereupon, the parties shall be released of all further obligations under this Lease except for the obligations that expressly survive termination. However, TENANT shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Demised Premises resulting from such inspections and shall provide LANDLORD with paid receipts of all work done on the Property (the preceding provision shall survive termination of this Agreement). Unless TENANT exercises the right to terminate granted herein, TENANT accepts the Property in its "AS IS" "WHERE IS" condition. Prior to the end of the Inspection Period, LANDLORD agrees to review and consider for approval in good faith and in a timely manner all drawings and plans prepared by TENANT detailing the alterations, renovations, repairs, and other development approved for the Demised Premises (the "Approved Development", with such drawings and plans referred to herein as the "Approved Development Plans

and Drawings”).

3.2 APPROVALS AND PERMITS FOR PERMITTED USE. LANDLORD acknowledges that the Permitted Use requires that the City of Key West (“City”) issue certain approvals and permits in order for the Permitted Use to be compliant with applicable law. Accordingly, from and after the date of this Lease, LANDLORD shall use its best efforts to cause the City to (1) amend Section 18.88(a)(1) of the City Code of the City of Key West (“City Code”) to add the Demised Premises and the Lazy Way harbor walk along Key West Bight to the list of properties that are exempted from the prohibitions of Section 18.87 of the City Code and (2) issue any other permits or approvals required for the renovation, alteration, or improvement of the Demised Premises consistent with the Approved Development Plans and Drawings or otherwise required to authorize and confirm the Permitted Use of the Demised Premises as a lawful use (collectively, the “Governmental Permits and Approvals”). If the City has not issued all such Governmental Permits and Approvals on or before the date that is two hundred seventy (270) days after the date of this Lease (the “Governmental Approval Period”), then TENANT may terminate this Lease by delivering written notice of such election to LANDLORD on or before the fifth (5th) business day after the last day of the Governmental Approval Period. If TENANT timely terminates this Lease, the Security Deposit shall be returned to TENANT, and thereupon, the parties shall be released of all further obligations under this Lease except for the obligations that expressly survive termination.

Otherwise, LANDLORD and TENANT shall have the right to terminate this Lease upon default as provided herein.

3.3 Right to Renew - This Lease may be renewed for five (5) additional terms of five (5) years each, not to exceed a total of twenty-five (25) years.

4. **RENT** - The base rent and base rent increases for the term and any renewals thereof as per **EXHIBIT “B”** attached hereto and incorporated herein. Every year thereafter throughout the term of the lease the minimum base rent shall be adjusted annually on the anniversary date of the lease by the increase in Consumer Price Index for all Urban Consumers as published by the United States Department of Labor. In no event shall the minimum base rent be decreased. All rentals provided for herein shall be payable in advance, without prior demand therefore and without deductions or setoffs for any reason whatsoever on the first day of each and every month of the term hereof.

4.1 Late Charges. Any monthly rental not received by the fifth day of the month shall incur a late fee equal to fifteen percent 15% of the amount in arrears. In addition, all payments received after the due date shall incur a \$50.00 administrative fee to cover the costs of collecting and processing late payments. LANDLORD shall have no obligation to accept less than the full amount of all installments of rental, additional rental or other amounts due hereunder and interest thereon which are due and owing by TENANT to LANDLORD. If LANDLORD accepts less than the full amount owing, LANDLORD may apply the sums received toward such TENANT’S obligations, as LANDLORD shall determine in its sole discretion, without waiving LANDLORD’S remedies for default.

4.2 Interest on Rent. Rent and additional rent not paid within fifteen (15) days of when due shall bear interest from the date due until paid at the highest rate permitted by law.

4.3 Obligation to Survive. TENANT’S obligation to pay rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Lease.

4.4 The rent reserved under this Lease for the term hereof shall be and consist of:

- (a) Beginning with the Rent Commencement Date and throughout the term of this Lease, TENANT agrees to pay to the LANDLORD as and for minimum rent for the Demised Premises the annual amount, in equal monthly installments, in advance, on the first day of each and every calendar month, as per EXHIBIT "B". In the event the Rent Commencement Date is other than the first day of a calendar month, the rent for the partial first calendar month of the term will be prorated on a daily basis and payable on the commencement date.
- (b) Simultaneously with each such payment, TENANT agrees to pay to LANDLORD any sales, use or excise tax imposed or levied against rent or any other charge or payment required hereunder to be made by TENANT which tax has been imposed or levied by any governmental agency having jurisdiction thereof, this shall include any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed.
- (c) Commencing on the Rent Commencement Date, TENANT agrees to pay to LANDLORD, as Additional Rent, TENANT'S Proportionate Share, as stated in Section 1.4, of Common Area Maintenance Charges in Monthly Installments as specified herein.

The Common Area Maintenance Charges are based on the Estimated Common Area Maintenance Charges attached hereto as EXHIBIT "B" These charges are only estimates. The TENANT shall be responsible for all Common Area Maintenance Charges actually incurred on a pro rata assessment basis. Any increase in the common area charges shall result in increase in the TENANT'S Common Area Maintenance Charges. Common Area Maintenance Charges for controllable expenses assessed after the base year shall not increase in any given year by more than 5% of the previous year's common area assessment for controllable expenses. The base year for the purpose of limiting increases in Common Area Maintenance Charges shall be the first year of the term of this lease. This limitation shall apply only to those services included in the base year's common area charges. Any services charged for that are not included in the base year's charges shall not be limited by this 5% cap nor shall they be included for determining this 5% cap.

Common Area Maintenance Charges shall include any and all expenses reasonably incurred in the operation and maintenance of the Property Common Area including but not limited to reasonable management and administrative fees, reasonable salaries and compensation paid in connection with operations, maintenance and administration, amortization (including interest) of equipment and facilities acquired and used for maintenance, to reduce energy usage, to otherwise reduce operating costs or common area seasonal decorating or redecorating. Major capital improvements will not be included in Common Area Maintenance Charges unless those improvements reduce expenses and if so the improvements will be amortized over the useful life of the equipment as determined by the greater of manufacturers' specifications or IRS depreciation regulations.

Beginning on the Rent Commencement Date, Monthly installments shall be due and payable on the 1st day of each calendar month during the Term. The installments set forth herein represent TENANT'S Proportionate Share of the estimated Common Area Maintenance Charges at the Commencement Date. Thereafter, LANDLORD shall, prior to the beginning of each calendar year, estimate the expected Common Area Maintenance Charges for the coming calendar year and TENANT'S Proportionate Share thereof; 1/12th of which shall constitute the Monthly

Installments for such year; provided such installments shall never be lower than the installments specified herein. Within 90 days after the end of each year, LANDLORD shall calculate the actual Common Area Maintenance Charges paid or payable during the prior calendar year, and there shall be an adjustment between LANDLORD and TENANT so that LANDLORD shall receive the actual amount of TENANT'S annual Proportionate Share for said year. If TENANT'S Proportionate Share is less than the amount paid by TENANT during the prior year, LANDLORD shall, at its option, pay TENANT the difference between the amount received and the amount actually due, or credit such difference against TENANT'S next succeeding installments. If TENANT'S Proportionate Share is greater than the amount paid by TENANT during the prior year, TENANT shall pay LANDLORD the difference between the amount paid by TENANT and the amount actually due upon LANDLORD billing TENANT for same. LANDLORD agrees to keep, at its principal office, records relating to said Common Area Maintenance Charges. TENANT shall have the right to audit said records for the sole purpose of ascertaining the correctness of said Charges. Such audit shall be made during normal business hours; not unreasonably interfere with LANDLORD'S office operations; shall be performed by TENANT, TENANT'S chief financial officer, or a CPA selected by TENANT; shall not be made more often than once during each calendar year; and shall be limited to the preceding calendar year. If TENANT desires to audit said records as aforesaid, TENANT shall notify LANDLORD 30 days in advance thereof, commence said audit within 60 days of said notice, and once commenced, diligently complete the same. If any such audit shows the amount of such charges to TENANT was overstated, LANDLORD shall refund any such overcharge.

Commencing on the Rent Commencement Date, TENANT agrees to pay to LANDLORD, as Additional Rent, TENANT'S Proportionate Share as stated in Section 1.4 of the Real Estate Tax Expense which shall include all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Property against the land, buildings, store rooms, Common Areas and all other improvements within the Upland Property (excluding any public area which will not be taxed and excluding the Marina), together with any and all expenses incurred by LANDLORD in negotiations, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall not include any additional charges or penalties incurred by LANDLORD due to late payment of Real Estate Taxes. In the event that any of the public area excluded later becomes taxable or is determined to be taxable then it shall be included for purposes of determining TENANT'S proportionate share.

TENANT'S Proportionate Share of Real Estate Taxes shall be paid as part of the Common Area Charges provided for herein. The 5% cap limitation provided for in Section 4.4(c) shall not be applicable to this particular common area charge.

Commencing on the Rent Commencement Date, TENANT agrees to pay to LANDLORD, as Additional Rent, TENANT'S Proportionate Share as stated in Section 1.4, of the Insurance Expenses which shall include all insurance premiums incurred by the LANDLORD in insuring the Property including hazard and liability insurance for any and/or all buildings, improvements and common areas.

TENANT'S Proportionate Share of Insurance expenses shall be paid as part of the Common Area Charges provided for herein. The 5% cap limitation provided for in Section 4.4(c) shall not be applicable to this particular common area charge.

Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by TENANT to LANDLORD, whether by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are to be used to fund the same governmental functions as were funded by ad valorem taxes, TENANT shall be responsible for and reimburse LANDLORD for the amount thereof. as the case may be, as additional rent, 7 days before the date that any penalty or interest would be added thereto for non-payment or, at the option of LANDLORD, the same shall be payable in the manner provided for in the preceding paragraph. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

Initial here if applicable

LANDLORD _____ TENANT _____

- (d) Percentage Rent: Beginning with the Rent Commencement Date and throughout the term of this Lease, in addition to the Base Rent, TENANT agrees to pay to the LANDLORD the Percentage Rent that may be due in the time and manner set forth in Section 1.64 above.
- (e) Additional Rent. Any and all other sums of money or charges required to be paid by Tenant pursuant to the provision of this Lease, whether or not the same be so designated, shall be reconsidered as "Additional Rent", and shall be payable and recoverable in the same manner as Rent. However, such Additional Rent shall be due upon demand and failure to pay such additional rent within ten (10) days shall be deemed a material breach of this lease. If Landlord shall make any expenditure for which Tenant is liable under this Lease and for which Tenant has not paid, the amount thereof shall be deemed Additional Rent due and payable by as indicated above. In addition to the foregoing rent, all other payments to be made by TENANT shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and it shall be due and payable upon demand together with interest thereon at the highest rate permissible by law from their due date until the date it is paid. The LANDLORD shall have the same remedies for TENANT'S failure to pay said additional rental the same as for non-payment of rent. LANDLORD, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of TENANT to perform any of the provisions of this Lease, and in the event LANDLORD shall, at its election, pay such sums or do such acts requiring the expenditure of monies, TENANT agrees to pay LANDLORD, upon demand, all such sums, and the sums so paid by LANDLORD and any expenses incurred by LANDLORD in the payment of such sums together with interest thereon at the highest rate permitted by law from their due date through the date they are paid by TENANT shall be deemed additional rent and shall be payable and collectible as such. Rent shall be made payable to the LANDLORD.as stated in Section 1.1 hereof.
- (f) Holding Over. It is agreed that in the event of TENANT holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary; the TENANT shall pay to LANDLORD a monthly occupancy charge equal to One Hundred Fifty (150%) Percent of the monthly rental for the last lease year for each month from the termination or expiration of this Lease until the Demised Premises are delivered

to the LANDLORD in the condition required herein, and LANDLORD'S right to damages for such illegal occupancy shall survive. In addition, TENANT shall pay all other charges payable by TENANT under this Lease.

(g) Rent Concession. None

5. **SECURITY:** TENANT simultaneously with the execution and delivery of this Lease, has deposited with the LANDLORD the sum equal to one month's current minimum rent as per EXHIBIT "B" and as stated in Section 1.7 hereof, the receipt of which is hereby acknowledged, which sum shall be retained by LANDLORD as security for the payment by TENANT of the rents herein agreed to be paid by TENANT and for the faithful performance by TENANT of the terms, conditions and covenants of this Lease. It is agreed that LANDLORD, at LANDLORD'S option, may at any time apply said sum or any part thereof toward the payment of the rents and any other sum payable by TENANT under this Lease, and/or toward the performance of each and every covenant under this Lease, but such covenants and TENANT'S liability under this Lease shall thereby be discharged only pro tanto; that TENANT shall remain liable for any amounts that such sum shall be insufficient to pay; that LANDLORD may exhaust any or all rights and remedies against TENANT before resorting to said sum, but nothing herein contained shall require or be deemed to require LANDLORD to do so; that, in the event this deposit shall not be utilized for any of such purposes, then such deposit shall be returned by LANDLORD to TENANT within sixty (60) days after the expiration of the term of this Lease. TENANT shall deposit with LANDLORD such additional sums which may be necessary to replace any amounts expended there from by LANDLORD pursuant hereof; so that there shall always be a security deposit in the sum first set forth above. The Security deposit provided for herein shall be held by the LANDLORD in a non-interest bearing account and may be co-mingled by the LANDLORD at the LANDLORD'S sole discretion.

6. **USE OF THE DEMISED PREMISES** -TENANT shall use the Demised Premises for the purposes of the following ("Permitted Use"):

Frozen drink and margarita bar, museum, and retail sales operation showcasing the City of Key West's music, arts, and fishing history, with limited indoor seating and outdoor seating for up to 20 persons, and no other purpose.

TENANT further agrees:

- (a) To operate 100% of the Demised Premises for the entire term of this lease during all reasonable hours established by LANDLORD, pursuant to the highest reasonable standards of its Business category.
- (b) With respect to the Property, except within the area designated for outdoor seating, not to display any merchandise, solicit business or distribute advertising material beyond the Demised Premises, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.
- (c) Except within the area designated for outdoor seating, not to display any banners, pennants, searchlights, window signs, balloons, or similar temporary advertising media on the exterior of the Demised Premises, except in compliance with the City Code.
- (d) Not to commit waste in the Demised Premises or Common Areas and to keep the Demised

Premises and immediate adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Demised Premises.

- (e) Not to use the Demised Premises or permit the same to be used in any manner which violates any law, ordinance or constitutes a nuisance; for lodging purposes; that may injure the reputation of the Property or annoy, inconvenience or damage its patrons or other TENANT'S; or that would constitute an extra-hazardous use or violate any insurance policy of TENANT, LANDLORD or any other TENANT in the Property or increase the cost thereof.
- (f) To keep all garbage, refuse and solid waste inside the Demised Premises in the kind of containers specified by LANDLORD, or to place the same outside the Demised Premises, prepared for the collection, in the manner and at the times and places designated by LANDLORD or the appropriate disposal company. TENANT agrees not to burn or permit any burning of garbage or refuse on the Demised Premises or any part of the Property. TENANT further agrees that, upon LANDLORD'S instruction, TENANT shall separate garbage for recycling and deposit the separate garbage in the receptacle designated by LANDLORD. TENANT further agrees to make every effort to recycle all glass, metal, paper and plastic refuse and solid waste. Sort glass by colors and metal and paper by type and deposit in the appropriate recycling containers provided by the LANDLORD.
- (g) TENANT shall contract directly with the pertinent governmental authority or disposal company and shall be responsible for all fees and costs of removal and disposal of solid waste, garbage, and refuse, including but not limited to, impact fees and dumpster rental. TENANT shall indemnify, save harmless and defend LANDLORD from and against any loss, claim, injury, damage or expense arising out of or related to the generation, storage, or removal or disposal of TENANT'S garbage, refuse or solid waste.
- (h) To use its best efforts to cause all trucks serving the Demised Premises to load and unload from the hours of 7:00 a.m. to 11:00 a.m. and not to permit such trucks to service through the front entrance of the Demised Premises except when no other entrance is available.
- (i) To take no action that would: (i) violate LANDLORD'S contracts if any, affecting the Property (including without limitation the use restrictions contained in LANDLORD'S leases with its Anchor Tenants, which restrictions have been explained to TENANT); or (ii) cause any work stoppage, picketing or cause any manner or interference with LANDLORD or other Tenants, occupants, customers or any person lawfully in and upon the Property.
- (j) Not to use amplified music that is in violation of the City Code or any other noise making machinery or devices that is in violation of the City Code.
- (k) To abide by and observe all reasonable rules and regulations established from time to time by LANDLORD and LANDLORD'S insurance earner with respect to the operation of the Property and its Common Areas. Rules and regulation are attached and incorporated herein as EXHIBIT "C".
- (l) Not to conduct any auction, fire, bankruptcy or selling-out sale on or about the Demised Premises except in strict compliance with City Code Chapter 18.

- (m) To pay its proportionate share of any and all maintenance contracts wherein LANDLORD elects to purchase goods and services for the benefit of the entire Property including but not limited to LANDLORD directing all pest extermination at such intervals and service levels that LANDLORD deems appropriate.
- (n) TENANT shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials which TENANT or its agents brought onto the Property. TENANT shall not allow storage or use of such materials or substances in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Demised Premised or the Property any such materials or substances except to use in the ordinary course of TENANT'S business, and then only after written notice is given to LANDLORD of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local law and the regulations adopted under these acts. In addition, TENANT shall execute affidavits, representations and the like from time to time at LANDLORD'S request concerning TENANT'S best knowledge and belief regarding the presence of hazardous substances or materials in the Demised Premises. In all events, TENANT shall indemnify LANDLORD in the manner elsewhere provided for in this Lease against any liability resulting from any release of hazardous substances or materials in the Demised Premises or Property by TENANT or its agents, while TENANT is in possession or caused by TENANT or persons acting under TENANT which is due to hazardous substances that TENANT or its agents brought onto the Demised Premises or Property.

6.1 **Use of the Common Areas** - TENANT has the non-exclusive right to use the common areas solely for the purpose for which they were designed. The common areas may also be used by anyone else LANDLORD has or hereinafter in its sole discretion grants the right to use them in accordance with the City of Key West Special Events permit requirements.

7. **COVENANT OF QUIET POSSESSION** - So long as TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Demised Premises throughout the term of this Lease without interference or hindrance by LANDLORD or any person claiming by, through or under LANDLORD.

8. **INDEMNIFICATION** - To the fullest extent permitted by law, the TENANT expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by TENANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the TENANT or its subcontractors, material men or

agents of any tier or their respective employees.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the TENANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the TENANT or of any third party to whom TENANT may subcontract a work. This indemnification shall continue beyond the date of termination of the Agreement, but, for the avoidance of any doubt, shall only apply to matters occurring prior to such date of termination. Nothing herein is intended to waive the LANDLORD'S sovereign immunity.

9. **TENANT'S INSURANCE** - At TENANT'S sole cost and expense, TENANT is to secure, pay for, and file with the LANDLORD, during the entire Term hereof, an occurrence form commercial general liability policy, covering the Demised Premises and the operations of TENANT and any person conducting business in, on or about the Demised Premises in at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this Lease, TENANT shall provide the minimum limits of liability coverage as follows:

Commercial General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$300,000	Fire Damage/Legal

TENANT shall also procure the following insurance coverage:

- (i) "All risk" property insurance, including theft coverage, written at replacement cost value and a replacement cost endorsement insuring TENANT'S improvements and betterments, fixtures, furnishings, equipment and any other property belonging to TENANT.
- (ii) Workers compensation coverage as required by the provisions of Florida statute.

Any consignment agreement used by TENANT must provide that consignor acknowledge that the LANDLORD does not have any liability whatsoever for any damage which may be done to items left in the Demised Premises on consignment. The TENANT must provide the LANDLORD with a copy of any consignment agreement used by TENANT regarding Demised Premises. LANDLORD shall not be responsible for damage to any property belonging to TENANT or consignor. TENANT completely indemnifies the LANDLORD with regard to any claims made by any consignor for any reason. From time to time during this Lease, at LANDLORD'S request, TENANT shall (i) procure, pay for and keep in full force and effect such other insurance as LANDLORD shall require and (ii) increase the limits of such insurance as LANDLORD may reasonably require.

Any general liability or other policy insuring the LANDLORD does not provide any contributing or excess coverage for TENANT. The policies TENANT procures for TENANTS exposure are the only coverage available to TENANT.

TENANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage, to LANDLORD named as "Additional Insured" on a PRIMARY and NON

CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, INCLUDING a "Waiver of Subrogation" clause in favor of LANDLORD on all policies. TENANT will maintain the General Liability coverage summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond the termination of this Lease and any subsequent renewals, extensions, etc.

TENANT's insurance policies shall be endorsed to require a 30-day written notice to LANDLORD in the event of cancellation or material change, using form CG 02 24, or its equivalent.

All policies of insurance required to be carried by TENANT pursuant to this Lease shall be written by responsible insurance companies authorized to do business in Florida with an AM Best rating of A-VI or better. Any such insurance required to be carried by TENANT hereunder may be furnished by TENANT under any blanket policy carried by it or under a separate policy therefore. Certificates shall be delivered to LANDLORD prior to the commencement of the Term of this Lease and, upon renewals, but not less than sixty (60) days prior to the expiration of such coverage. In the event TENANT shall fail to procure such insurance, LANDLORD may, at its option, procure the same for the account of TENANT, and the cost thereof shall be paid to LANDLORD as an additional charge upon receipt by TENANT of bills therefore, together with an administrative fee equal to fifteen (15%) percent to cover the cost of the LANDLORD'S efforts to procure such policy.

Certificates of Insurance submitted to LANDLORD will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

10. **ASSIGNMENT AND HYPOTHECATION** - This Lease is not transferrable or assignable and may not be hypothecated nor sublet without the prior written consent of the LANDLORD which may be withheld and shall be at the sole discretion of the LANDLORD; provided, however, LANDLORD agrees to provide its consent for any assignment to a wholly-owned subsidiary of Spottswood Companies, Inc., a Florida corporation.

Any assignment or sub-letting, even with LANDLORD'S consent shall not relieve TENANT from liability for payment of Rent or from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of LANDLORD. In the event TENANT wishes to assign this Lease and LANDLORD consents to such assignment, LANDLORD may charge a reasonable fee, not to exceed \$500.00 to help offset any costs LANDLORD may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Any assignment, transfer, hypothecation, mortgage, or subletting without LANDLORD'S written consent shall give LANDLORD the right to terminate this Lease and to re-enter and repossess the Demised Premises and the LANDLORD'S right to damages shall survive.

If the TENANT is a corporation, then a sale or transfer of a controlling interest in the corporation by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

11. **SUBORDINATION** -This Lease, and all rights of TENANT hereunder, are and shall be subject and subordinate to all mortgages, bond indentures and any other financing instrument (hereinafter referred to as security agreements) which may now or hereafter affect the Demised Premises and to each and every advance made or hereafter to be made under such security agreements and to all renewals, modifications, replacements and extensions of such security agreements and spreaders and no further consolidations of such security agreements. This paragraph shall be self-operative and no further instrument of subordination shall be required to make it effective, however, TENANT shall promptly execute and deliver any instrument reasonably requested to evidence such subordination.

If the holder of any such security instrument shall succeed to the rights of LANDLORD under this Lease, then at the request of such party so succeeding to the LANDLORD'S rights and upon such successor LANDLORD'S written agreement to accept TENANT'S attornment, TENANT shall attorn to such successor LANDLORD and will execute such instruments as may be necessary or appropriate to evidence such attornment Upon such attornment, this Lease shall continue in full force and effect as if it were a direct Lease between the successor LANDLORD and TENANT upon all the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment.

TENANT shall deliver to LANDLORD or the holder of any such security instrument or auditors, or prospective purchaser or the owner of the fee, when requested by LANDLORD, a certificate to the effect that this Lease is in full force and that LANDLORD is not in default therein or stating specifically any exceptions thereto. Failure to give such a certificate within ten business days after written request shall be conclusive evidence that the Lease is in full force and effect and LANDLORD is not in default and in such event, TENANT shall be stopped from asserting any defaults known to TENANT at that time.

12. **CONDEMNATION**

- (a) It is further understood and agreed that if at any time during the continuance of this Lease the legal title to the Demised real estate or the improvements or buildings located thereon or any portion thereof be taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the fixed rent and other adjustments made as shall be just and equitable under the circumstances. If the LANDLORD and the TENANT are unable to agree upon what division of the condemnation award, abatement of fixed rent. or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and determination of the matters in dispute. If the legal title to the entire Demised Premises be wholly taken by condemnation, or if the portion taken will prevent the Demised Premises from being used for the purpose the TENANT intends, this Lease shall be canceled.
- (b) In general, it is the intent and agreement of the parties that upon condemnation, the parties hereto shall share in the condemnation award to the extent that they would be entitled to receive compensation and damages under the Florida law for the depreciation, damage, or destruction of their interests by the exercise of the right of eminent domain. In no event shall TENANT be permitted to receive a share based on the value of the land or buildings, and/or improvements.

13. **TENANT'S DEFAULT**

- (a) If the TENANT shall fail to pay any of the taxes or assessments herein provided for; or in case

of the sale of or forfeiture of the Demised Premises or any part thereof during the demised term for non-payment of any tax or assessment; or in case the TENANT shall fail to keep insured the building or improvements which are now or which may at any time hereafter be upon the Demised Premises, as herein provided for; or shall fail to spend insurance money, as herein provided for; or if the TENANT shall fail to perform any of the covenants of this Lease by it to be kept and performed; then, in any of such events, except in the event of nonpayment of rent, upon ten (10) business days written notice, within which the TENANT may cure, and upon its failure to cure, it shall and may be lawful for the LANDLORD, at its election, to declare the demised term ended and to re-enter upon said Demised Premises, building, and improvements situated thereon, or any part hereof, either with or without process of law, the TENANT hereby waiving any demand for possession of the Demised Premises and any and all buildings and improvements then situated thereon. In the event of nonpayment of rent, LANDLORD may assert its right of notice and eviction pursuant to Chapter 83, Florida Statutes.

- (b) Or, the LANDLORD may have such other remedies as the law and this instrument afford, and the TENANT covenants and agrees that upon the termination of said demised term, at such election of the said LANDLORD, or in any other way, TENANT will surrender and deliver up the Demised Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the said demised term. If the TENANT, its agents, attorneys, or shall hold the Demised Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Demised Premises under the statute and shall be subject to eviction or removal. forcibly or otherwise, with or without process of law.
- (c) BANKRUPTCY OF TENANT. IN THE EVENT TENANT FILES ANY FORM OF BANKRUPTCY, LANDLORD SHALL BE ENTITLED TO IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. §362, GRANTING THE LANDLORD COMPLETE RELIEF AND ALLOWING THE LANDLORD TO EXERCISE ALL OF HIS LEGAL AND EQUITABLE RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TERMINATE THIS LEASE AND DISPOSSESS TENANT FROM THE DEMISED PREMISES IN ACCORDANCE WITH FLORIDA LAW. ADDITIONALLY, TENANT AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST THE LANDLORD'S EFFORT TO GAIN RELIEF FROM ANY AUTOMATIC STAY. THE LANDLORD SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSARY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE LANDLORD TO ESTABLISH OR PROVE THE VALUE OF THE LEASEHOLD, THE LACK OF ADEQUATE PROTECTION OF HIS INTEREST IN THE LEASEHOLD, OR THE LACK OF EQUITY IN IN THE SAME. TENANT SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THE LIFTING OF THE AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(D)(1).
- (d) Where the alleged default consists of some alleged violation of any term or this Lease, other than the payments of money, including rent, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during said ten (10) day notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as

precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD'S right and interest of the LANDLORD in the Demised Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Demised Premises. With respect to the payment of the insurance premiums, the same must be paid at least fifteen (15) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

- (e) All default and grace periods shall be deemed to run concurrently and not consecutively.
- (f) It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.
- (g) It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of said rent or when default is made by the TENANT in any of the terms and provisions of this Lease.
- (h) In the event of litigation in connection with this Lease, the prevailing party shall be entitled to recover from the losing party as part of an order, judgment, or award that may be rendered, all of the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorney's fees and costs, through and including all trial and appellate levels and post-judgment proceedings.

14. **TENANT'S REPAIRS** - The TENANT covenants and agrees with the LANDLORD that during the continuance of this Lease, the TENANT shall be solely responsible for maintaining the Demised Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Florida and in accordance with all directions, rules and regulations of all inspectors, governmental departments and agencies having jurisdiction over the Demised Premises to ensure a good state of repair of the Demised Premises and all furnishings, including any special equipment brought, placed, or installed upon the Demised Premises by TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any building or such personal property to be committed; and, subject to Landlord's repair obligations, the TENANT will repair, replace, and renovate the said real and personal property as often as it may be necessary in order to keep the building or buildings and the personal property which is subject to the LANDLORD'S lien, in good repair and condition. In the event that improvements or repairs are contemplated prior to or at the beginning of or during TENANT'S occupancy, then this provision shall apply to the condition of the property as of the last repair, improvement or renovation.

14.1 **LANDLORD'S REPAIRS** - The LANDLORD shall be solely responsible for maintaining and repairing the roof, building exterior, foundation, and building structure, and in the event that

LANDLORD shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the Demised Premises or of the property (unless the same result from TENANT'S act, neglect, default or mode of operation, in which event LANDLORD shall make all such repairs, alterations or improvements at TENANT'S sole cost and expense), then the same shall be made by LANDLORD with commercially reasonable dispatch, and should the making of such repairs, alterations and improvements cause any interference with TENANT'S use of the Demised Premises, such interference shall not relieve TENANT from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental.

15. **ALTERATIONS** - TENANT shall not make any alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without LANDLORD'S prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. It is specifically acknowledged that TENANT intends to make significant alterations, repairs, and improvements prior to opening for business, and LANDLORD agrees that it will expedite such reviews to the extent possible. All alterations, additions or improvements made to the Demised Premises, except movable furniture and equipment installed at TENANT'S expense, shall be the property of the LANDLORD and remain upon and be surrendered with the Demised Premises the expiration of the term of this Lease; provided, however, that LANDLORD may require TENANT to remove any additions made at TENANT'S request to the Demised Premises and to repair any damage caused by such removal, and provide further, that if TENANT has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, LANDLORD may elect to retain the same as abandoned property.

In the event TENANT shall request LANDLORD'S permission, and LANDLORD shall permit TENANT to perform any alterations, additions, improvements or repairs to the Demised Premises, TENANT shall (i) submit its plans and specifications to LANDLORD for its approval prior to the commencement of any construction, (ii) obtain all necessary permits prior to the commencement of any construction, (iii) only use contractors approved by LANDLORD, such approval not to be unreasonably withheld, conditioned, or delayed, and it being agreed that Keystar, Inc. is an approved contractor, (iv) not permit any construction liens to be placed or remain on the Demised Premises. In the event a construction lien shall be filed against the Demised Premises as a result of work undertaken by TENANT, TENANT shall within ten (10) days of receiving notice of such lien, discharge the lien of record either by payment of the indebtedness to the lien claimant or by filing a bond as security therefore. All such work made by or on behalf of TENANT shall be performed in such manner as LANDLORD may designate and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the same. All such work by TENANT or its contractors shall not interfere with, impede or delay any work by LANDLORD or its contractors, tenants or TENANT'S contractors. All contractors engaged by TENANT shall be bondable, licensed contractors, possessing good labor relations, and capable of performing quality workmanship.

16. **EQUIPMENT, FIXTURES AND SIGNS**

- (a) All furnishings, fixtures, trade fixtures, equipment, and signs used on the Demised Premises by TENANT but provided by LANDLORD, will, at all times, be, and remain the property of LANDLORD. Provided that this Lease is in good standing and subject to the LANDLORD'S lien for rent, TENANT will have the right to remove any furniture or fixtures provided by TENANT, or any part thereof, from the Demised Premises during the term of this Lease, at the expiration thereof; or within a reasonable time thereafter, provided, however, that TENANT, in

so doing, does not cause any irreparable damage to the Demised Premises, and provided further, that TENANT will pay or reimburse LANDLORD for the reasonable expense of repairing damage caused by such removal.

- (b) All TENANT signs shall be approved by the LANDLORD and must meet all applicable codes. The exact location, style, text, and color(s) of the sign shall be agreed upon by the LANDLORD, in writing, prior to TENANT'S installation. LANDLORD'S approval shall not be unreasonably withheld or delayed.

17. **ADDITIONAL COVENANTS OF THE TENANT**

- (a) The TENANT shall pay for all utilities associated with the use of the Demised Premises including, but not limited to, water, electricity, sewer, gas and waste, (if applicable). In the event that a separate bill for the Demised Premises is not available for one or more of the utility services required by the Demised Premises, then the TENANT shall pay a pro-rated share of that particular utility bill based on a calculation of the ratio of the square footage of the Demised Premises and the total square footage of the Premises covered by that particular utility bill. In the event that the TENANT shall be billed for a pro-rated share, the LANDLORD shall provide TENANT a utility bill each month and TENANT shall pay the amount due to LANDLORD within ten (10) days of its receipt.
- (b) The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Demised Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease be canceled for the TENANT'S default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation or the Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction to the Demised Premises by casualty or hazard, LANDLORD will have the option of canceling the Lease, or repairing the building, and in the event that the LANDLORD elects to repair the building, an appropriate abatement of rent will occur.
- (c) The TENANT shall be responsible for the HVAC and all air conditioning systems together with the plumbing and electrical system.
- (d) The TENANT covenants and agrees with the LANDLORD that nothing in this Lease contained shall ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title or interest of the LANDLORD.
- (e) The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Demised Premises and all buildings and improvements or Art in Public Places installations located thereon; as well as the TENANT'S interest in fixtures and equipment appertaining thereto.
- (f) The TENANT agrees not to make any exterior changes or alterations without written approval of the LANDLORD, provided that approval shall not be unreasonably withheld, conditioned, or

delayed. This provision does not apply to TENANT'S trade fixtures and/or other non-permanent fixtures on the interior of the Demised Premises.

18. **LANDLORD'S RIGHT OF ENTRY** - The LANDLORD or its agents shall have the right to enter upon the Demised Premises at all reasonable times upon not less than forty-eight (48) hours' prior written notice to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT'S business on said Demised Premises. If the said Demised Premises are damaged by fire, windstorm, or by any other casualty which caused the Demised Premises to be exposed to the elements, and LANDLORD has not been able to coordinate with TENANT to confirm that TENANT is promptly making any required emergency repairs, then the LANDLORD may enter upon the Demised Premises to make emergency repairs. LANDLORD may enter upon the Demised Premises to make renovations and repairs or a non-emergency nature by giving reasonable notice to the TENANT, and in such a manner as to minimize any inconvenience to both parties.

19. **TENANT'S ACCEPTANCE** - The TENANT accepts the Demised Premises and improvements thereon in an as is condition and all improvements and additions shall be at the sole expense of the TENANT except as may be otherwise provided for in this Lease.

20. **MISCELLANEOUS PROVISIONS** - It is mutually covenanted and agreed by and between the parties as follows:

- (a) That no waiver of a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.
- (b) That time is of the essence in every instance and particularly where the obligation to pay money is involved.
- (c) That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.
- (d) That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.
- (e) That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.
- (f) That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.
- (g) That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been

deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. Said notice shall be addressed as follows:

AS TO LANDLORD: PROPERTY MANAGEMENT
CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33040

AS TO TENANT: SPOTTSWOOD MANAGEMENT, INC.
506 FLEMING STREET
KEY WEST, FL 33040
ATTENTION: ROBERT SPOTTSWOOD, JR.

When the parties on either side (LANDLORD or TENANT) consists of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

- (h) This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida.
- (i) If the TENANT or TENANTS are signing in a capacity other than as individuals, then the LANDLORD may require personal guarantees from individuals as the LANDLORD deems necessary.
- (j) Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.
- (k) LANDLORD may delegate its decision-making authority regarding any provision of this Lease to an Advisory Board.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST:

LANDLORD: Caroline Street Corridor and Bahama Village
Community Redevelopment

Keri O'Brien, City Clerk
Date: _____

Printed Name: _____
Title: _____
Date: _____

TENANT: Spottswood Management, Inc.

WITNESS
Date: _____

Robert A. Spottswood, Jr., President
Date: _____

EXHIBIT A
Demised Premises

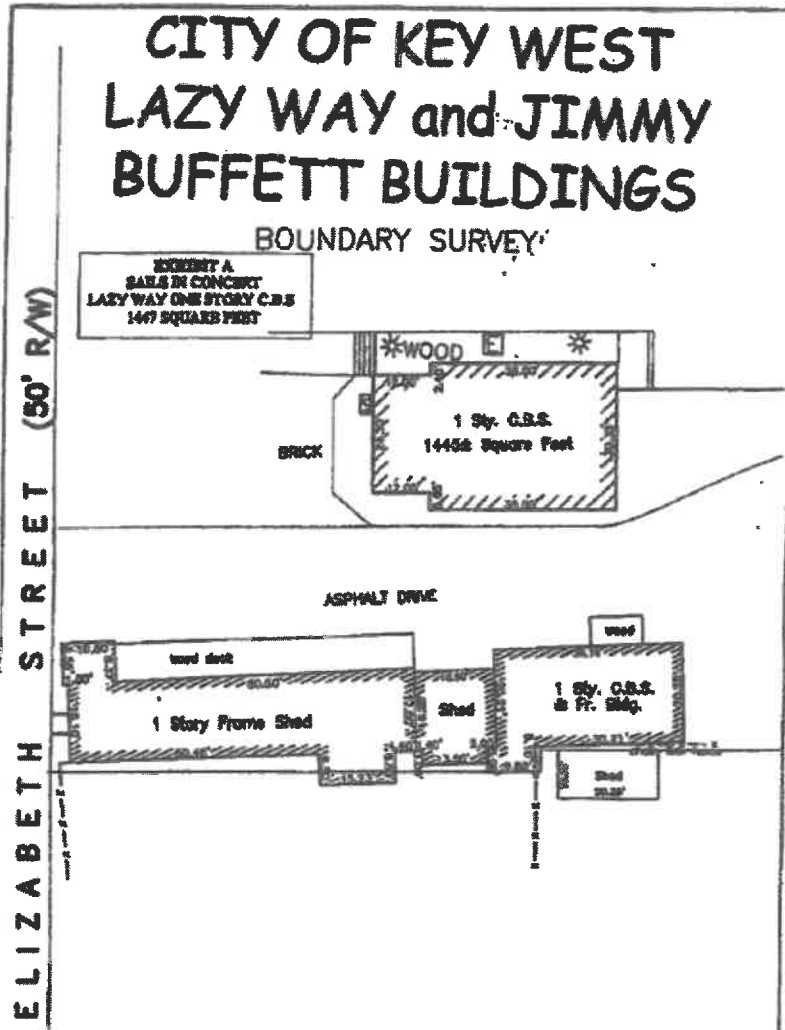


Exhibit A-2

EXHIBIT "B" Rent Schedule

Base Rent: Beginning on the Rent Commencement Date, and continuing for the 1st year thereafter: \$2,500 per month. Base Rent to increase thereafter based on changes in CPI as provided in the Lease.

Percentage Rent: Payable as provided in Section 1.6.4 of the Lease

EXHIBIT "C" Rules and Regulations

Except for the designated outdoor seating areas, TENANT shall not use any areas outside of the Demises Premises shown on Exhibit "A" for any common area or any parking areas or for any other purpose whatsoever, including, but not limited to, the storage of good, inventory, equipment, materials, whether or not said area is inside a building or outdoors.

EXHIBIT "D"

TENANT'S written statement of Lease Commencement

SPOTTSWOOD HOTELS, INC.

CITYKW-CITY OF KEY WEST
Print As: CITY OF KEY WEST

P. O. BOX 1409
KEY WEST, FL 33041-1359

002715

Date: 09/15/2025
Bill No: U/P Submission 09.15.25
Net Amount:

Reference Number

Amount Due
\$25,000.00

Amount Paid/Approved
\$25,000.00

First State Bank
SHI FSB Oper 6807 6807
Date: 09/15/2025

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

SPOTTSWOOD HOTELS, INC.

506 FLEMING STREET
KEY WEST, FL 33040

FIRST STATE BANK
KEY WEST, FL 33040

68-49/670

09/15/2025

002715

CITY OF KEY WEST

Twenty Five Thousand Dollars

DATE

AMOUNT

25,000.00

PAY TO THE ORDER OF
CITY OF KEY WEST
P. O. BOX 1409
KEY WEST, FL 33041-1359
United States

AUTHORIZED SIGNATURE



⑈002715⑈ ⑆067000438⑆ 0100206807⑈