

**THIRD AMENDMENT TO  
GROUND LEASE AGREEMENT**

THIS THIRD AMENDMENT (this "Amendment") is dated as of the last date of execution by the parties and made effective as of August \_\_\_\_, 2021 (the "Effective Date"), by and between **TOWN OF BELLEAIR**, a Florida municipal corporation ("Landlord") and **BELLEVIEW BILTMORE COUNTRY CLUB CORP.**, a Florida not-for-profit corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Ground Lease Agreement dated August 17, 2020 (the "Lease"), pursuant to which Tenant leased certain Premises located in Belleair, Pinellas County, Florida.

WHEREAS, Landlord and Tenant previously modified the Lease by (i) that certain First Amendment to Ground Lease Agreement dated December 15, 2020 and (ii) that certain Second Amendment to Ground Lease Agreement dated January 7, 2021.

WHEREAS, Landlord and Tenant desire to further modify and amend certain terms and conditions of the Lease, as hereinafter set forth.

NOW THEREFORE, in consideration of the promises and the provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Required Approvals.** Section 3.2 of the Lease is hereby deleted in its entirety and replaced with the following language:

3.2 **Required Approvals.** Tenant shall have until November 17, 2021 (the "Approvals Period") to obtain all of the permits and/or approvals to be issued by the Florida Department of Environmental Protection ("FDEP") and the Town of Belleair (the "Town"), as may be required for the Land to be developed as a golf hole substantially in accordance with Tenant's plans attached to the Lease as Exhibit "A" (collectively, the "Required Approvals"). Landlord will cooperate with Tenant in connection with Tenant's application for and pursuit and receipt of the Required Approvals. Notwithstanding anything contained herein to the contrary, in the event that, despite reasonably diligent efforts of Tenant to obtain the Required Approvals, either FDEP or the Town fail or refuse to issue all of the Required Approvals prior to the expiration of the Approvals Period: (i) Tenant may terminate this Lease by providing Landlord written notice of such termination prior to the expiration of the Approvals Period; or (ii) Landlord may terminate this Lease by providing Tenant written notice of such termination within fifteen (15) days after the expiration of the Approvals Period, and the parties shall be released from further liability under this Lease, except as otherwise provided herein. If Tenant or Landlord fails to provide the other party with such timely written notice of

termination, neither Tenant nor Landlord shall have any further termination right hereunder, unless otherwise expressly provided by this Lease.

2. **Defined Terms.** All capitalized terms set forth but not defined in this Amendment shall have the definitions provided for such terms in the Lease.

3. **Counterparts; Electronic Copies.** This Amendment may be executed in counterparts, and facsimile or other electronically-generated copies of this Amendment, or the separately-executed counterparts hereof, shall be deemed and treated in every respect as originals.

4. **Ratification.** Except as specifically modified and amended hereby, the Lease is effective, in full force and effect, has not been modified and is hereby ratified and confirmed in every respect by Landlord and Tenant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

**TOWN OF BELLEAIR,**  
a Florida municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

**BELLEVIEW BILTMORE COUNTRY  
CLUB CORP.,**  
a Florida not-for-profit corporation

By: \_\_\_\_\_

Paul H. Auslander, its President

Date: \_\_\_\_\_