

PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Lease") is made and entered into as of December 10, 2018 by and between Seasons Belleair II, LLC d/b/a Seasons Belleair (the "Lessor"), and Pelican Golf Club, LLC, (the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the agent of Owner, who owns a certain vacant parcel located at 1154 Ponce de Leon Blvd, Largo, FL 33756 (the "Premises").

WHEREAS, Lessee desires to lease a 20,000 square foot portion of Premises for parking spaces during the term of this Lease and Lessor is willing to lease the Premises on the terms and conditions provided herein. Such leased portion of the Premises is further identified herein as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for Ten and No/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Term. The term of this Lease shall be for a period of six (6) months commencing on January 1, 2019 (the "Commencement Date") and ending on June 30, 2019, unless sooner terminated as set forth hereinafter. Lessee shall have one (1) option to renew this Lease for a period of six (6) additional months. Lessor may terminate this Lease with a 30 day written notice at any time.
2. Property Subject to License.
 - (a) On the Commencement Date, Lessor shall make available to Lessee on the terms and conditions set forth herein, up to sixty (60) automobile parking spaces at the Premises (the "Spaces"). All Spaces leased hereunder shall be non-reserved spaces.
 - (b) The contact person handling the Premises for Lessor shall be the facility manager (the "Manager") and may be reached at 727-821-4989.
3. The Lease.
 - (a) The Spaces shall be available for use by the Lessee beginning on the Commencement Date Monday-Sunday, except the Premises shall not be available if due to an Act of God, casualty, terrorism, war, police action, strikes or an act out of Lessor's control.
 - (b) Lessee acknowledges that this lease does not permit long-term storage of any automobile.
 - (c) Lessor reserves the right to deny parking privileges to those automobiles that create excessive maintenance or cleanup requirements due to leakage, drainage, or other similar issues. Lessor reserves the right to remove any automobile at Lessee's expense that is not kept in operable condition abiding by local, state and federal regulations.
4. Lease Fees. Lessee shall pay to Lessor, a payment (the "Rent") [REDACTED] due payable without demand on the monthly anniversary date. All vehicles are required to enter and exit the Premises by using the assigned ingress and egress.

5. Defaults. It shall be a "Default" if Lessee at any time during the Term of this Lease shall:
- (a) default in the payment of the Rent or any additional fees in accordance with the terms thereof; or
 - (b) default in the observance or performance of any of Lessee's other covenants hereunder; finally and without further possibility of appeal or review, (i) be adjudicated bankrupt or insolvent, or (ii) have a receiver or trustee appointed for all or substantially all of its business or assets on the ground of Lessee's insolvency, or (iii) suffer an order to be entered approving a petition filed against Lessee's seeking reorganization of Licenses under the Federal Bankruptcy Laws or any other applicable law or statute of the United States or any State thereof; or make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy Laws or any other applicable law or statute of the United States or any State thereof, or shall file a petition to take advantage of any insolvency act or shall consent to the appointment of a receiver or trustee of all or a substantial part of its business and property.
6. Remedies. Upon a Default, Lessor may, without further notice to Lessee and without further demand for the rent due or for the observance or performance of any of said terms, conditions or agreements, elect to do one or more of the following: (w) charge a late charge on such past-due amount, as liquidated damages and not as a penalty, equal to ten percent (10%) of such amount, but not in excess of the maximum amount of interest allowed by applicable law; (x) perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform, the actual and reasonable cost of which performance by Lessor shall be deemed an additional Rent and shall be payable by Lessee to Lessor upon demand; (y) suspend or terminate this Lease or (z) exercise any other right or remedy available to Lessor at law or in equity. In the event of a dispute with Lessor, Lessee agrees to reimburse Lessor for all court costs and reasonable attorney's fees incurred by Lessor if Lessor is the prevailing party. **THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY DISPUTE ARISING OF THIS LEASE.**
7. Parking. Lessor shall have the exclusive right to operate the Premises and enter into any licenses, management agreements, easements, sale agreements or any other agreement that affects the Premises. This Lease is solely for the parking spaces.
8. Assumption of Risk. Lessee acknowledges and agrees that Lessee and its Designees, by parking in the on the Premises and otherwise using the Premises assume all risk of loss or damage to property and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Lessor or any other operator of the Premises. Lessee forever releases Lessor from and against any and all of Lessee's and Designees' claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Lessor, its affiliates, and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked automobiles or contents, provided no unlawful act of Lessor or its employees resulted in the loss or damages. This Paragraph 7 survives termination of this Lease.
9. Insurance. Lessee agrees to carry public liability insurance in such amounts as show below, to pay all the premiums thereon when due, and to cause such insurance to include Lessor as additional insured thereunder

Commercial General Liability

\$1,000,00 combined single limit each occurrence
for bodily injury and property damage.

Umbrella Excess Coverage	\$10,000,000
Legal Liability	\$1,000,000 combined single limit each occurrence
Crime: Policy	\$50,000 commercial blanket

All insurance coverages are subject to a deductible amount not to exceed \$5,000.

10. Assignment. Lessee may not assign this Lease without Lessor's written consent. Lessor may assign this lease.
11. Notices. All notices or demands under this Lease shall be in writing and shall be served in person or by registered or certified mail, return receipt requested, addressed to:

Lessor:

Seasons Belleair
111 Second Avenue NE
Suite 702
St Petersburg, FL 33701
Ph. 727-821-4989

Lessee :

Pelican Golf Club, LLC.
1501 Indian Rocks Blvd
Belleair, FL 33756
Ph. 727-430-8546

or to such other address as either party may therefore have designated by written notice so delivered. Each such notice or demand shall be deemed delivered and received on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be.

-----SIGNATURE PAGE FOLLOWS-----

IN WITNESS OF THE FOREGOING, the parties hereto have caused this Lease to be executed by their duly authorized representatives.

LESSOR: SEASONS BELLEAIR II, LLC
d/b/a SEASONS BELLEAIR

By: 

Name John Kallgren

Its: 12/17/2018

LESSEE: PELICAN GOLF CLUB, LLC.

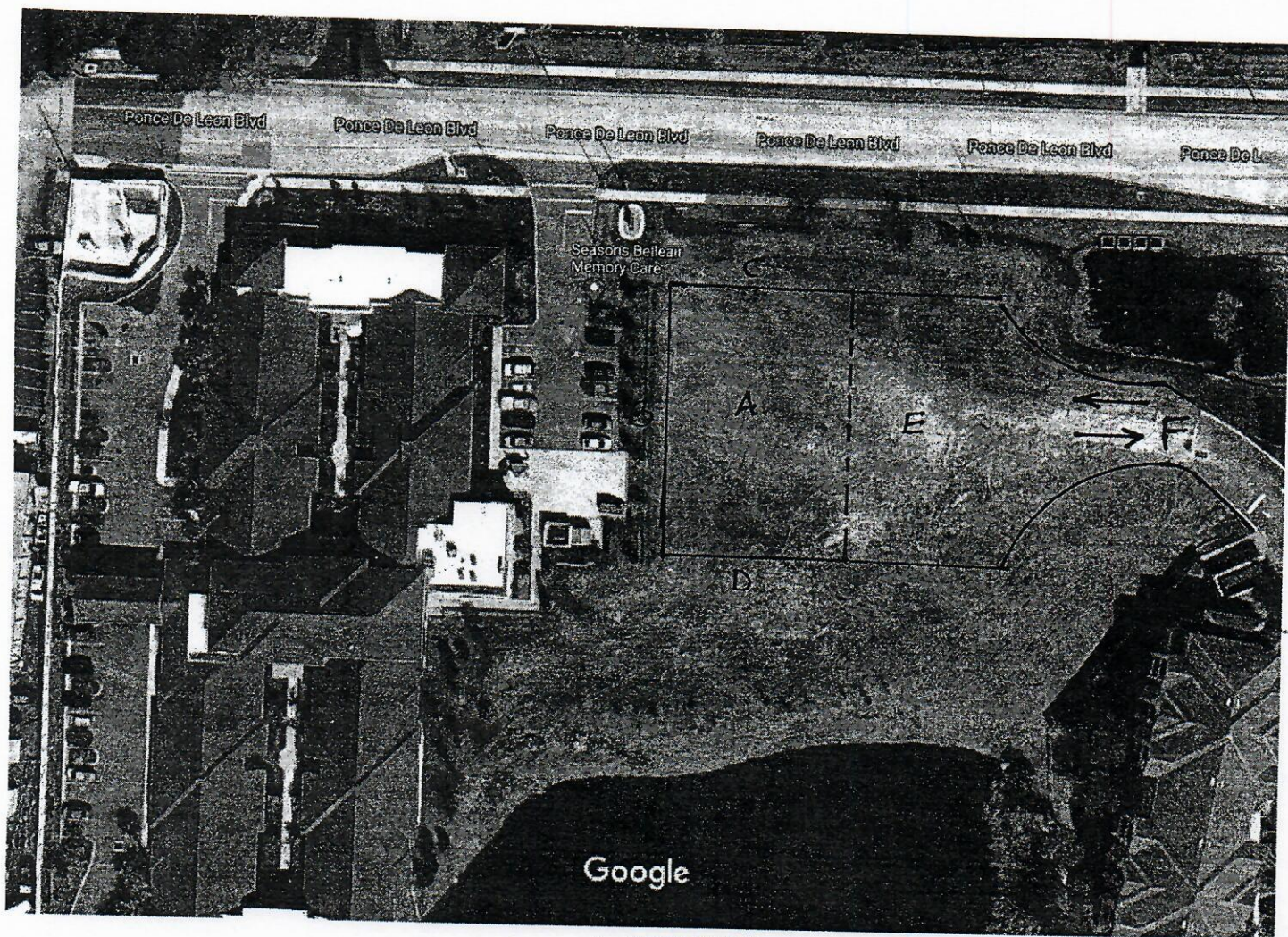
By: 

Name LEE MACKAY

Its: 12/14/2018.

Google Maps

EXHIBIT "A"



Imagery ©2018 Google, Map data ©2018 Google 50 ft

- A. Parking Area
- B. 200'
- C. 100'
- D. 100
- E. Additional Parking
- F. Ingress/Egress

*20,000 square feet total for 300 square feet per car.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made and entered into as of this 31st day of JULY, 2019, by and between SEASONS BELLEAIR II, LLC. (LESSOR) and PELICAN GOLF CLUB, LLC., (LESSEE).

WITNESSETH

WHEREAS, The parties hereto have entered into a written Lease Agreement dated December 10, 2019, hereinafter referred to as "the Lease", in which Lessee leased from Lessor real property consisting of a 20,000 square foot portion of vacant land located at 1154 Ponce de Leon Blvd, Largo, Pinellas County, Florida; and

WHEREAS, The parties desire to enter into a new agreement amending certain provisions of the Lease, but to otherwise continue the Lease in full force and effect;

1. Commencing January 1, 2020, Lessee shall extend its lease term to expire on May 31, 2020.

2. Rent owed for the extended term of the lease shall be adjusted as follows:

Lease Term
01/01/20-05/31/20

[REDACTED]

[REDACTED]

[REDACTED]

Full Force and Effect: All other terms and conditions of said Lease shall remain in full force and effect as though set forth at length in this document. This is a legally binding Amendment to said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment on the day and year first above written.

WITNESS

Michael Elwan
MICHAEL ELWAN

LESSOR: SEASONS BELLEAIR II, LLC.

By: [Signature]
Title: [Signature]

WITNESS

Natalie Rikard
Natalie Rikard

LESSOR: PELICAN GOLF CLUB, LLC.

By: [Signature]
Title: General Manager
31st July 2019.