

LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 11 day of June, 2026, (the "Effective Date") by and between Gulf Harbor Marina Condominium Association, Inc. (Landlord") and Easy Parking Group ("Tenant). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged. The Parties agree as follows:

1. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): LINDIS LN NOKOMIS FL, 34275; LOTS 1 & 2 BLK A OVERLOOK SUB. Parking Lot, Empty Partial-
2. **Purpose.** The Site may be used and occupied only for the following purpose (the "Permitted Use"): Parking Lot, to be not limited to the parking of motor vehicles. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord.
3. **Term.** This Agreement will be for a term beginning on June 11, 2026 and ending on June 10, 2027 (the "Term") and thereafter will continue at 3 year terms on the same terms and conditions as stated herein unless either party provides written notice of non-renewal no less than ninety (90) days prior to the anniversary date.
4. **Rent.** Tenant will pay Landlord rent in advance \$10,000.00 in monthly installments due on the 1st day of each month during the Term

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment: - ACH Payment

To Routing #: 082902757 Account #: 0504000970

5. **Taxes.** Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.
6. **Failure to Pay.** Any payment not received within ten (10) business days of the due date shall incur a late fee of two percent (2%) of the monthly rent amount. Tenant agrees to maintain payment via ACH auto-pay for convenience and consistency. In the event an ACH payment is returned, rejected, or fails to process for any reason, Tenant shall have an additional five (5) business days from the date of notice of such failure to resubmit or cure the payment before any late fee is assessed. No late fee shall be imposed where an ACH failure is attributable to a bank processing error, account change, administrative oversight, or any other reason, provided Tenant cures the payment within five (5) business days of notice of such failure, or Landlord approves an extension in writing for any reason.
7. **Delivery of Possession.** Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant. In the event Landlord fails to deliver possession within fifteen (15) days of the commencement date, Tenant shall have the right to terminate this Agreement without penalty and receive a full refund of any prepaid rent.
8. **Conditions Precedent.** Landlord shall satisfy the following conditions:
 - I. Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.
9. **Condition of the Site.** Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY,

or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

10. **Use of the Site.** Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

11. **Improvements and Alterations.** Tenant may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant must have permission in writing by Landlord to construct any type of building or permanent structure on the property. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law

12. **Compliance with Laws.** Tenant covenants and agrees to comply with all federal, State and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to general liability insurance covering the Site.

13. **Hazardous Substances.** Tenant or Landlord will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

14. **Insurance.** At all times during the Term, Tenant will maintain insurance for the Site covering:

V. General Liability. Commercial liability insurance in an amount not less than \$2,000,000.00 per occurrence. Additional Insured: The legal name added to your policy should be: Gulf Harbor Marina Condominium Association, Inc.

Tenant will provide Landlord certificates evidencing of the required insurance policies.

15. **Waiver of Subrogation.** Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

16. **Indemnification.** To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

17. **Access to Site.** Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospective lenders or buyers, and as otherwise needed to perform its obligations under this Agreement. Landlord and Residents of Gulf Harbor Marina with parking passes, vendors and employees may park on the property at no cost.

All Parking Ticket Void request by landlord will be voided with no excuse. Void Request can be done by text message or email: 941-592-0172; joshua@easyparkinggroup.com

18. **Default.** The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

19. **Termination by Landlord.** Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord

has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

20. **Termination by Tenant.** In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.
21. **Surrender of the Site.** Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within thirty (30) days following the termination of this Agreement, Tenant will remove all equipment, materials, signs, parking equipment they own, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after thirty (30) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord if not agreed in writing otherwise.
22. **Pending Litigation, Emergency Injunction; Conditional Termination** The parties acknowledge that Landlord is currently subject to pending litigation that may affect Landlord's legal authority over the Property. Landlord shall indemnify, defend, and hold harmless Tenant from any claims, costs, or attorneys' fees arising from any third-party challenge to Landlord's authority to lease the Property to Tenant. In the event that a final court order, judgment, emergency injunction, or any other court-ordered relief is entered in favor of the opposing party in such litigation that results in Landlord losing control or rights over the Property, this Agreement shall be deemed automatically void on the date the Landlord loses control over the Property and of no further force or effect, with neither party bearing further obligation to the other.

However, in the event such termination occurs a waiver or reimbursement of the final month's or time period lot is lost rent obligation in the amount of Ten Thousand Dollars (\$10,000). If the final month's rent has already been paid by Tenant, Landlord shall reimburse such amount within thirty (30) days of termination. If the final month's rent has not yet been paid, such obligation shall be deemed waived and of no further force or effect.

Landlord further represents and warrants that the Property has been openly and continuously used and operated as a parking facility for many decades and that Landlord has authorized Tenant's use of the Property as a parking lot. In the event that any code enforcement action, municipal or county order, or third-party complaint results in the suspension, restriction, or closure of Tenant's parking operation on the Property due to land use, zoning, or permitting matters that are the responsibility of Landlord to resolve, Landlord shall take prompt action to cure such issue at Landlord's sole expense. Any period during which Tenant's operations are suspended or materially disrupted due to such actions shall result in a pro-rated abatement of rent for the duration of the disruption, and shall not be counted against Tenant as a default or breach of this Agreement.

In no event shall this section be construed as an admission by either party regarding the merits of the pending litigation.

23. **Right of First Refusal on Renewal.** In the event Landlord elects not to renew this Agreement or receives an offer from a third party to operate a paid parking program on the Property, Landlord shall provide Tenant with written notice of such intention or offer no less than ninety (90) days prior to the expiration of the current term. Tenant shall have the right, exercisable within thirty (30) days of receiving such notice, to match any bona fide third-party offer or to negotiate renewal terms in good faith. Landlord agrees not to enter into any agreement with a third party for the operation of a paid parking program on the Property unless Tenant has been given this opportunity and has declined in writing or failed to respond within the thirty (30) day period.
24. **Ownership of Parking Equipment/Parking Meters, Signage, Stands & Hardware, Parking Equipment, parking lot material and any other equipment installed from our services and all equipment/property and final documentation and records shall become and remain the sole property of the Tenant.** In the event of termination of the agreement, the Tenant shall cease work and remove all property from property within 30 days after last day of operations per agreement or termination date, including but not limited to parking meters, meter stands and all related meter signage, curbs, poles, hardware, parking supplies and equipment and/or material prepared, installed, purchased or obtained by the Tenant in any way, in connection with the Contracted Parking Management Services, unless agreed otherwise in writing or Tenant is temporary not in the local US State for 10 or more days, which then will have 30 days to remove property.

25. **Liquidated Damages (Early Termination).** This Agreement may not be terminated by Landlord prior to its expiration except for material breach by Tenant that remains uncured for thirty (30) days following written notice. In the event Landlord terminates this Agreement without cause, or takes any action that constructively forces Tenant to vacate the Property, Landlord shall pay Tenant liquidated damages equal to twelve (12) months of the average gross revenue generated by Tenant at the Property over the preceding twelve (12) months. The parties agree that this amount represents a reasonable estimate of damages and is not a penalty, given the significant investment of time, capital, equipment, and operational knowledge Tenant has committed to the Property.

26. **Board Members, Officers, and Representatives; Binding Effect on Successors**
Landlord represents and warrants that this Agreement, including all confidentiality and non-solicitation obligations contained herein, is binding upon the Landlord entity as a whole, including its current and future board of directors, officers, committee members, property managers, and any agents or representatives acting on Landlord's behalf. It is the sole responsibility of Landlord to communicate and enforce these obligations internally among its representatives, board members, and any successor management or ownership, without requiring any additional action by Tenant.

In the event of any change in board composition, management company, or ownership structure during the term of this Agreement, Landlord shall ensure that all incoming personnel are made aware of and honor the terms of this Agreement as a condition of their role with respect to the Property.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and — in the case of Landlord — any successor board, management entity, or ownership structure.

27. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party or obligated to disclose trade secrets or detailed information about business, any trade secrets and detailed information about tenants business learned or discussed with Landlord is confidential.

28. **Mutual Non-Solicitation; Confidentiality of Operational Knowledge**

During the term of this Agreement and for a period of three (3) years following its expiration or termination, both parties agree not to directly or indirectly solicit, recruit, or encourage any employee, independent contractor, vendor, or service provider of the other party to terminate or reduce their engagement with that party.

The parties acknowledge that Tenant has developed, over many years, proprietary operational knowledge, vendor relationships, pricing methodologies, software configurations, and management systems ("Operational Trade Secrets") that are not generally known in the industry and represent significant competitive value. Landlord agrees that any such information disclosed or made observable during the course of this Agreement — including but not limited to equipment suppliers, payment processing vendors, software providers, enforcement methods, pricing structures, and revenue data — shall be treated as confidential and shall not be used, replicated, or shared for any commercial purpose, directly or indirectly, during the term of this Agreement or for three (3) years thereafter. These obligations apply to Landlord as an entity and extend to its board of directors, officers, committee members, property managers, and any agents or representatives acting on Landlord's behalf, both current and future. It is Landlord's sole responsibility to communicate and enforce these obligations internally.

Nothing in this section is intended to prevent either party from independently operating a lawful business. However, Landlord, its board members, officers, and representatives agree not to compete, directly or indirectly, in the operation, licensing, or management of a paid parking program using methods, vendors, or systems substantially similar to those introduced or disclosed by Tenant, within a five (5) mile radius of the Property, during the term of this Agreement and for three (3) years following its conclusion.

29. **Condemnation.** In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site or temporary taken during term, this Agreement shall remain in full force and effect: provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord

and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. Nothing in this section shall limit Tenant's rights under the Early Termination or Liquidated Damages provisions of this Agreement where applicable.

30. **Limitation of Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.
31. **Assignment and Subletting.** Tenant has the sole and exclusive authority to manage, lease, and grant parking rights on the Property without consent from Landlord or any third party. All inquiries or requests received by Landlord regarding parking or use of the Property during the term shall be forwarded to Tenant. Tenant is not required to disclose the identity of individual parking users, as the Property operates as a public paid parking facility open to all. Tenant shall have the right of first refusal on all parking-related services on any property owned or controlled by Landlord, including but not limited to paid parking programs, parking permits, space leasing, attendants, valet, shuttle services, towing, booting, and ticketing, unless otherwise agreed in writing.
32. **Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term
33. **Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, and other charges required hereunder, by reason of strikes, litigations, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.
34. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.
35. **Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.
36. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.
37. **Severability.** If any provision of the Agreement is held to be invalid, legal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
38. **Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.
39. **Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of Florida, without regard to its conflicts of laws rules.
40. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
41. **Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties. These Terms are final and non-negotiable here after. Nor can be leveraged or demand negotiation, demand a fee change other than stated in this agreement.
42. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.
43. **Additional Services.** Additional services can be requested by Landlord at anytime for any property owned or affiliated with or by Landlord. Any additional services requested verbally and/or in writing

that has been agreed on by both parties and request has been worked on (eg. equipment or material ordered, staff worked or showed up to work for a request or service, paid parking has begun) that is outlined in this contracted services will follow the same terms under this contract and be automatically added to the contract, and the Fee will be determined based on the amount of parking spaces available in comparison to the current property and site location compared to the current location demand.

Additional Services Tenant Offers - Including but not limited to parking permits, paid parking programs, temporary or long-term leasing of parking spaces, parking attendants, valet parking, shuttle services, towing, booting, ticketing, and any other related parking services. Unless agreed otherwise in writing.

44. **Parking Enforcement.** Landlord agree that any vehicle without proper permit on dashboard that is visible, that does not have a parking permit sticker on vehicle that is visible, or that has not registered a license plate number with Tenant, or is a non-registered vehicle with Tenant; then the vehicle will be subjected to (and owner of vehicle fully responsible for) any enforcement actions to include but not limited to; ticketing, booting or towing and be responsible for any fines and/or ticket fees. Tenants Parking Enforcement will monitor the property during random hours and days per week as needed. Ticketing on private property does not have the same enforcement laws as a municipality (civil not criminal). Tenant will maintain the same technology (or equivalent) and keep a permanent database on repeat offenders and non-paid fines; so that non-paid fines can be increased on the next ticket, or we can boot/tow the vehicle, most cases 3 strikes and you're out. Any fines can be sent to a collection agency and/or send demand letters to vehicle owner at additional cost, if it becomes an ongoing issue. Landlord has the right to request a void of a citation with no reason for non habitual offenders; however, towing and/or booting charges cannot be refunded or discounted by Tenant at anytime once these services have been initiated. Tenant will notify landlord or management prior to booting or towing unless the vehicle is actively block a vehicle or illegally parking. Tenant does not hunt or stalk for violators. Enforcement is in place to teach the rules and Tenant will forgive and void most tickets that made a valid mistake or called to dispute on first offense. We want our customers to return to park versus being punished for a simple mistakes.
45. **Confidential** Landlord cannot disclose any information in this contract including rent cost or fee directly or indirectly to any party, any person, any current client or any client directly or indirectly in negotiation with Tenant. Landlord cannot directly or indirectly encourage any client or any client in negotiation with Tenant to terminate a contract or end relationship with Tenant.
46. **First Refusal** If Landlord intends to sale the property, Tenant will have first refusal to purchase the property to match at any current offer and/or enter into negotiation for such property. Tenant will have first refusal on any property owned by Landlord for parking management purposes or (sec.47) Additional Services to be not limited to paid parking programs, parking enforcement & valet parking.

47. **Headings.** The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

48. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site. These Terms are final and non-negotiable here after, Nor can be leveraged or demand negotiation, or demand a fee change other than stated in this agreement during the terms.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duty authorized representatives have executed this Agreement as of the Effective Dale.

Landlord or Property Main Contact info:

Mailing Address: 100 Circuit Road, Nokomis, FL 34275

Contact Name: Nancy Adams

Email: directors@gulpharbormarina.com

Phone: 865-567-0762

Tenant Contact info:

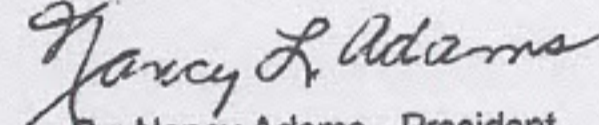
Mailing Address: 15 Paradise Plz, Suite 333, Sarasota FL 34239

Contact Name: Joshua LaRose

Email: Joshua@easyparkinggroup.com

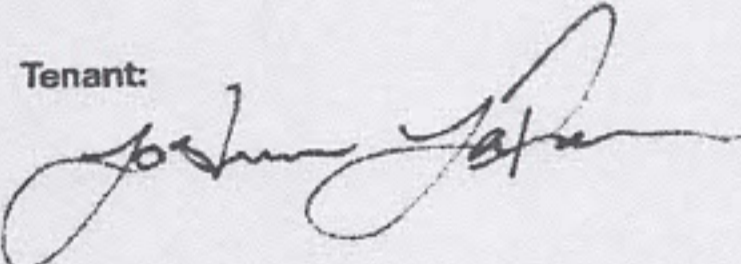
Phone: 941-592-0172

Landlord: Gulf Harbor Marina Condominium Association, Inc


By: Nancy Adams - President

Date: 6/10/26

Tenant:



By: Joshua La Rose, Easy Parking Group, LLC

Date: 06/10/2026